

**ELECTRIC/NATURAL GAS VENDOR AGREEMENT  
MIDAMERICAN ENERGY  
FY22 LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM**

The following Electric/Natural Gas Agreement (“Agreement”) is made between the local community action agency (“Local Agency”) administering the FY22 Iowa Low-Income Home Energy Assistance Program (LIHEAP) and:

<u>MidAmerican Energy</u> Vendor		<u>Local Agency</u>	
<u>Attn: LIHEAP Payments PO Box 4350</u> Address		<u>Address</u>	
<u>Davenport, Iowa 52808</u> City, State, Zip		<u>City, State, Zip</u>	
<u>Tracy Vargas</u> Contact Person	<u>tavargas@midamerican.com</u> Email	<u>Contact Person</u>	<u>Email</u>
<u>Beth Craig</u> Contact Person	<u>eacraig@midamerican.com</u> Email	<u>Phone</u>	<u>Fax</u>
<u>Kathy Hanson</u> Contact Person	<u>klhanson@midamerican.com</u> Email		
<u>800-329-6260</u> Phone	<u>563-333-8690</u> Fax		

Collectively hereinafter referred to as the “Parties”. All provisions of this Agreement are subject to the availability of federal funds, issued by the U.S. Department of Health & Human Services (HHS). The Vendor shall abide by the following provisions for the Iowa Low-Income Home Energy Assistance Program (LIHEAP) effective as of the date of this contract.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Local Agency and the Vendor agree as follows:

1.00 Agreement Duration

This Agreement is effective when signed by the Vendor and shall terminate on September 30, 2022. The termination of this Agreement shall not discharge any obligation owed by either Party to the other or to an eligible household if such obligation was incurred during the effective period of the agreement.

2.00 Vendor Notification of Eligible Households

The Local Agency will notify the Vendor on a weekly basis of those households that have been approved for either the LIHEAP program or Weatherization Assistance Program through the Electronic Bulletin Board, mail, email or phone.

3.00 Household Payments from LIHEAP

The LIHEAP program provides two separate types of benefit awards to eligible customers; LIHEAP Regular Assistance (winter heating assistance) and Energy Crisis Intervention Program (“ECIP”) crisis funds, which address emergency reconnections and service continuity. Eligible households on whose behalf payments are made are third-party beneficiaries under this Agreement. Therefore, all payments accepted by the Vendor made by the Local Agency on behalf of an approved household must be applied as credit to that household’s current energy account. All LIHEAP Regular Assistance and ECIP crisis credit balances must remain on the account until the benefit is exhausted.

Any payment not accepted by the Vendor must be returned to the Local Agency within 5 business days of its receipt. Any duplicate payment for a household or an account must be reported to the Local Agency within 5 business days.

The Vendor will charge the approved household in its normal billing process the difference, if any, between the actual cost of the home energy and the amount of the payment made by the Local Agency.

3.10 Households with Disconnect Notices (or imminent threat of disconnection)

The Vendor will accept either LIHEAP Regular Assistance-only payments (without ECIP crisis funds), ECIP crisis funds (without LIHEAP Regular Assistance), or a combination of LIHEAP Regular Assistance and ECIP crisis payments, for households with a disconnect notice or have the imminent threat of disconnection, and will ensure the households' energy account remains connected to avoid a reconnection fee.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHEAP-approved household.

3.20 Disconnected Households

LIHEAP Regular Assistance-only payments (without ECIP crisis funds), ECIP crisis funds (without LIHEAP Regular Assistance), or a combination of LIHEAP Regular Assistance and ECIP crisis payments, that cover the balance owed by a disconnected household, will establish prompt reconnection of the energy account by the Vendor.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHEAP-approved household.

3.30 Supported Expenses

The following are expenses which the LIHEAP program supports:

- Utility deposits for new service (ECIP crisis funds only)
- Reconnection fees (ECIP crisis funds only)
- Utility past/back bills (LIHEAP Regular Assistance and/or ECIP crisis funds)

3.40 Unsupported Expenses

The following expenses are unsupported by the LIHEAP program:

- Expenses for diversion fees
- Water, sewer, garbage, etc.

4.00 Vendor Receipt of Payment

Within 30 calendar days of the Vendor's receipt of payment, the Vendor will provide to the Local Agency a receipt for the amount of payment received, using the State of Iowa Vendor Receipt provided to the Vendor by the Local Agency.

Payments received by Vendors for households participating in a budget billing or level-payment plan shall be applied to such level payment account in the full amount of the level payment bill, with any remaining assistance being applied toward future level payment bills until exhausted. A level payment amount shall not be adjusted nor shall a recipient be requested or required to withdraw from a level payment plan due to receipt of program assistance. Program assistance shall not be applied toward reducing any account balance in favor of the utility, which is in excess of accrued level payments.

5.00 Customer Payment Plan

Vendor should make an effort to offer LIHEAP customers an affordable payment plan for any balance due on their account.

6.00 Continuous Access to Home Heating

The Local Agency and Vendor will collaborate and to the extent practicable attempt to ensure the customer has continuous access to home heating.

7.00 Payments from Households

The Local Agency and Vendor will encourage regular monthly payments from households, including use of budget billing.

8.00 Confidentiality

Information regarding applicants and beneficiaries under this program must remain confidential subject only to the limited release of information by the Vendor to the Local Agency and the State of Iowa. The Vendor agrees to keep confidential

the names and all other information pertaining to the clients served, including financial status, lifestyles, and housing conditions.

#### 9.00 Non-Discrimination

The eligible household will not be treated adversely from other households because of receiving assistance under LIHEAP. The Vendor agrees not to discriminate either in cost of goods supplied or services provided, against the eligible household on whose behalf payments are made.

#### 10.00 Termination of Customer Account

If a household terminates its account or changes Vendors prior to termination of this Agreement, the Vendor shall contact the Local Agency within 30 calendar days to reconcile the existing account and to determine the distribution of any remaining funds. No funds paid under this program may be returned directly to any client without written authorization from the Local Agency. A credit balance on the account is to be returned to the Local Agency within 30 calendar days.

#### 11.00 Records

The Vendor will maintain an accounting system and fiscal records covering all activities under this Agreement. The Vendor's records must include:

- The amount of payments made on behalf of eligible households by the Local Agency;
- Any LIHEAP Regular Assistance and ECIP crisis payment credit remaining on the eligible household's account.

The Vendor shall retain these records for four years from the end date of this Agreement.

The Vendor, upon written request from the eligible household, Local Agency, State of Iowa, or other designated representative, will provide a status report indicating the above information.

Vendors will assist the Local Agency and State of Iowa in collecting data concerning information on home energy consumption, amount and cost of fuels used for households eligible for Weatherization assistance, or such other data as the state determines is reasonably necessary.

#### 12.00 Site Visits

The State of Iowa and HHS authorized representatives reserve the right to monitor the use of funds by the participating Vendor in order to evaluate compliance with the provisions of this Agreement.

#### 13.00 Termination of Agreement

Either the Local Agency or the Vendor may terminate this Agreement if the other Party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching Party shall provide the breaching Party with notification by certified mail specifying the alleged breach. The breaching Party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching Party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the non-breaching Party may terminate this Agreement and pursue any other right or remedy available under law or in equity, including, but not limited to, a claim to recover all damages, costs of enforcement, and reasonable attorneys' fees. A Party shall not be considered to have breached this Agreement if the alleged breach is the result of the actions of a third Party or the other Party.

Termination for Convenience. Either the Local Agency or the Vendor may terminate this Agreement by giving the other Party at least 30 calendar days written notice.

Upon termination of the agreement by either Party or upon expiration of the agreement, the Vendor shall, within 5 business days, remit to the Local Agency any unexpended funds paid to the Vendor.

The Vendor shall provide a full accounting of the funds subject to this agreement within 30 calendar days of termination or expiration of the agreement.

#### 14.00 Compliance with Laws

The Local Agency and Vendor shall comply with all laws including federal, state, local laws, rules, orders, codes, standards and regulations.

15.00 Ownership of Documents or Discoveries

Reports, applications, summaries, plans, and other documents arising out of this Agreement shall be made available and supplied to each Party if requested in accordance with all applicable laws or rules regarding the release of confidential information, and only to the extent allowable under the provisions of the release of information signed by each utility customer. This provision shall continue for four years beyond the termination of this Agreement.

16.00 Guarantees and Warranty

Both Parties shall, at all times during the performance of the service, exercise the highest degree of care possible to ensure the benefits of the Program are received by the intended customers and to prevent interference with or interruption of operations.

17.00 Liability and Indemnification

Professional Liability. The Local Agency agrees to defend and indemnify Vendor from and against legal liability for damage arising out of the performance of professional services for Vendor where such liability is caused by an error, omission, or negligent act of, or advice or consultation given by, the Local Agency or any person or organization for whom the Local Agency is legally liable.

The Vendor agrees to defend and indemnify Local Agency from and against legal liability for damage arising out of the performance of professional services for Local Agency where such liability is caused by an error, omission, or negligent act of, the Vendor or any Affiliate for whom the Vendor is legally liable.

Indemnification. In no event shall either party be liable to the other for consequential, special, punitive, indirect or exemplary damages whatsoever, regardless of the form of action or theory of the case. This waiver does not apply to the indemnification obligation related to any third-party claim.

18.00 Applicable Law, Venue, and Jury Waiver

The Contract and any Materials or Work delivered under a Contract shall be governed by and construed in accordance with the laws of the State of Iowa. In the event of any matter or dispute arising out of or related to this Contract, it is agreed between the parties the law of the State of Iowa (including statute of limitations provisions) will govern the interpretation, validity and effect of this Contract without regard to the place of execution, place of performance thereof, or any conflicts of law provisions. Any litigation between the Parties arising out of or relating to the Contract will be conducted exclusively in federal or state courts in the State of Iowa, and Supplier consents to jurisdiction by such courts.

19.00 Severability

If any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions will remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Local Agency and Vendor and shall be effective as of the date of the Vendor's signature.

\_\_\_\_\_  
Vendor Authorized Individual (printed name)

\_\_\_\_\_  
Local Agency Director (printed name)

\_\_\_\_\_  
Vendor Authorized Individual (signature)

\_\_\_\_\_  
Local Agency Director (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date