

**AGREEMENT FOR DELIVERY OF L.P. GAS TO CERTIFIED CLIENTS OF  
THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM**

Agreement for the delivery of L.P. gas pursuant to the Department of Health and Human Services/Administration for Children and Families (DHHS/ACF) Low-Income Home Energy Assistance Program (LIHEAP) is made this \_\_\_\_\_, by and between \_\_\_\_\_ (the Agency) and \_\_\_\_\_ (the Vendor).

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor shall, in each case where a delivery to one of its customers certified as eligible under LIHEAP (Certified Customer) is authorized by the Agency:
  - invoice the Certified Customer in accordance with the Vendor's established billing practice;
  - bill the Certified Customer no more than the total accounts receivable less payments received from agency;
  - not discriminate against the Certified Customer on any basis prohibited by law, including without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
  - make current deliveries to Certified Customers regardless of debt arrearage status, subject to payment agreement between the Vendor and the Certified Customer on prior arrearages;
  - not disclose to any individual or entity the Certified Customer's participation in LIHEAP, except as authorized in writing by the Certified Customer and Agency for LIHEAP purposes.
2. If requested by the Agency, the Vendor shall provide, at no cost to the Agency or the Certified Customer, a record of annual gas consumption (Account History) and cost of each Certified Customer, within a reasonable time frame specified by the Agency.
3. The Vendor shall make deliveries in accordance with established business practices, within a reasonable delivery schedule for the area of normal delivery, and secure the Certified Customer's signature on every metered delivery ticket. If the customer is not available, the Vendor agrees that the truck driver or other vendor representatives shall sign/initial the ticket. No deliveries, except those

agreed to by the vendor and the Agency shall be required on Saturdays, Sundays or holidays. Except in the case of emergency, the Agency agrees to give the Vendor 24 hours advance notice of requested delivery especially in the winter months. The Vendor agrees to provide the Certified Customer with a metered delivery slip at the time of delivery.

4. The Vendor shall submit a metered delivery slip (or legible copy) or computerized invoice for delivery of gas showing the Certified Customer name and address, date of delivery, the number of gallons delivered, the Vendor's posted price on the date of delivery, the total cost of the delivery, signed by the Certified Customer or the Vendor's authorized representative in accordance with industry practice, to the Certified Customer.
5. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing, by documented phone call, and/or fax with Certified Customer name, amount of LIHEAP benefit, or email and whether a crisis situation exists within 7 days of certification of eligibility.
6. Within 1 week of a faxed notice for the request of delivery of propane for a Certified Customer who applied for LIHEAP the Agency will mail payment to Vendor unless the Agency has not received funds from DHHS/ACF sufficient to cover such payment.
7. The Agency and the Vendor agree to abide by all established procedures set forth in New Mexico Administrative Code, Title 17, Chapter 10, Part 2 (17.10.2.1 NMAC-N, 12-15-10) and the provisions of the contract between DHHS/ACF and the Agency. All of these documents shall be available at the Agency.
8. The Vendor agrees to defend, reimburse, indemnify, and hold the Agency harmless from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the vendor, its agents, employees, or subcontractors.
9. The Vendor agrees to allow representatives of the Agency, including without limitation DHHS/ACF, upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Vendor monitoring procedures by DHHS/ACF and the Agency shall include examination, during site visits to the Vendor, of delivery ticket/invoices for both Certified Customers and non-fuel assistance, to ensure pricing uniformity, correctness of billing, and compliance with applicable laws.

10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under LIHEAP to the Vendor in the event that the Vendor violates any material provision of this Agreement.
11. Unless amended, the period of performance of this Agreement shall effective from **October 1, 2013 to April 30, 2014** (dates beginning and ending of program year).
12. Any amendments to this Agreement shall be in writing, be signed by both the Vendor and the Agency, and require prior written approval by DHHS/ACF.

AGENCY: Pueblo of Laguna Utility Authority

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Title: LIHEAP Coordinator

Date: \_\_\_\_\_

VENDOR: Name of Propane Company

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_