

VENDOR (BENEFIT CHECK/VOUCHER) AGREEMENT
FOR PARTICIPATION IN
LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) BETWEEN

(Printed Name of Water Vendor/Supplier or Public Housing Authority ("Vendor"))

AND

(Printed Name of Local LIHWAP Agency ("LIHWAP Agency"))

THIS AGREEMENT is by and between Vendor and LIHWAP Agency for the provision of water and/or wastewater assistance to low-income households. In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. Vendor type.

- ☐ **Independent**
- ☐ **Municipality**
- ☐ **Cooperative**
- ☐ **Public Housing Authority**
- ☐ **Other:** _____

B. Vendor agrees to the following conditions and terms:

- 1.** To participate in the Low Income Household Water Assistance Program (LIHWAP) in accordance with the approved LIHWAP State Plan and Federal regulations.
- 2.** To accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHWAP services.
- 3.** To apply benefit check or voucher amounts to the water related accounts of eligible and certified households.
- 4.** To not discriminate against the eligible households in offering deferred payment or level payment plans or in the other conditions of sale, credit, or price to the household.

5. To record the LIHWAP payments in Vendor's books as a credit to the LIHWAP households' current active water account.
6. To refund, upon receipt, any LIHWAP credit balances to the LIHWAP Agency who made the payment on behalf of the household.
7. To provide, at no cost, a household's water consumption history for the previous twelve (12) months, or available history.
8. To be responsible for compliance with the terms and provisions of this Agreement and to understand that this Agreement may be revoked for noncompliance by Vendor.
9. To permit and cooperate with State and/or Federal investigations undertaken in connection with the American Rescue Plan Act of 2021 SEC. 2912. FUNDING FOR WATER ASSISTANCE PROGRAM and the Consolidated Appropriations Act, 2021 (Public Law No: 116-260) SEC. 533 as amended, concerning the use of funds received under this title in order to evaluate compliance with the provisions and assurances made by the State. Such investigations may require examination of appropriate books, documents, papers and records pertaining to customers served with funds under this program. Reasonable notice will be made to Vendor in advance of any investigation and the costs of conducting such an investigation will be born by the LIHWAP Agency.

C. The LIHWAP Agency agrees to the following conditions and terms:

1. To issue benefit checks and/or vouchers for assistance and provide payments on vouchers when they are properly signed and returned to the LIHWAP Agency. Payments for all non-home delivered fuel types will be made within 90 days from the date the voucher is received back from Vendor.
2. To provide guidance to Vendor during the implementation and operation of the LIHWAP Program.
3. To maintain the right to monitor, evaluate and spot-check the Vendor's operation and activities according to this agreement with respect to the clients served.
4. To submit applications subject to available funding to the LIHWAP Agency for eligible households according to LIHWAP guidelines.

D. All parties agree to the following:

1. To comply fully with Titles VI and VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and ensure that no person on the basis of handicap, race, color, religion, sex, age or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment

practices of Vendor or LIHWAP Agency. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rate of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities. Both parties shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2. Either party may terminate this agreement by giving a written fifteen (15) day notice.
3. LIHWAP Agency may terminate this agreement with written notice if Vendor fails to comply with the terms and provisions of this agreement.
4. The beginning date of this agreement is _____, and the ending date shall be _____.
5. The execution of this Agreement by Vendor to participate in LIHWAP is not to be interpreted as a "waiver" of any right, term, or condition obtained by Vendor pursuant to customer service under an agreement outside of this agreement, except to the extent such right, term or condition is in conflict with the provision of the Agreement or State or Federal law.
6. This Agreement may only be amended by written modification and/or additional terms, which are mutually acceptable to the parties.

D. Debarment, Suspension, and Other Responsibility Matters

(1) Vendor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where Vendor is unable to certify to any of the statements in this certification, such shall attach an explanation to this proposal.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

[SIGNATURE PAGES TO FOLLOW]

VENDOR:

PRINTED NAME OF VENDOR

SIGNATURE OF DIRECTOR/BUSINESS MANAGER

DATE

ADDRESS

CITY

STATE

ZIP CODE

PHONE NUMBER

DUNS Number (If Applicable)

LIHWAP AGENCY:

PRINTED NAME OF LIHWAP AGENCY

SIGNATURE OF EXECUTIVE DIRECTOR

DATE