

LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
VENDOR PAYMENT AGREEMENT
WITH

Lake Community Action Agency, Inc.

501 North Bay Street

Eustis, FL 32726

(352) 357-5550

&

WATER UTILITY PROVIDER

City of Eustis

10 S. Eustis Street

Eustis, FL 32726

(352) 589- 4333

The undersigned home water supplier (“**City of Eustis**”) and **Lake Community Action Agency, Inc.** hereby agree to and entered into this Agreement to receive vendor payments from the Low-Income Household Water Assistance Program (LIHWAP)(“Agreement”).

This Agreement (“Agreement”) shall govern the purchase of water services from the Vendor on behalf of households eligible for the Low-Income Household Water Assistance Program (LIHWAP). As set by Term Eleven in the supplemental terms and conditions, Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to eligible households for such services. This Agreement is a contract between the LIHWAP Subgrantee and [WATER UTILITY AGENCY](“**City of Eustis**”) for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low Income Household Water Assistance Program supplemental terms and conditions.

NOW, THEREFORE, in consideration of the foregoing recital which is incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Vendor and Subgrantee, the parties agree and stipulate as follows:

1. Purpose

This Agreement (“Agreement”) shall govern the purchase of water services from the Vendor on behalf of households eligible for the Low-Income Household Water Assistance Program (LIHWAP). As set by Term Eleven in the supplemental terms and conditions, Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to eligible households for such services. This Agreement is a contract between the [AGENCY ADMINISTERING LIHWAP], (“**Lake Community Action Agency, Inc.**”), and the [WATER UTILITY AGENCY OR OVERSEEING GOVERNMENTAL BODY] (“**City of Eustis**”) for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low Income Household Water Assistance Program supplemental terms and conditions.

2. Term of Agreement

This Agreement will begin on December 13, 2022 and end on September 30, 2023. The Agreement will be reviewed/renewed no later than September 30, 2023

3. Modifications of Agreement

Any and all modifications to this Agreement shall be in writing and agreed upon by both parties.

4. Termination of Agreement

If the Agency determines that the Vendor is not in compliance with the terms of this Agreement, the Agency will notify the Vendor in writing of specific compliance issues. The Vendor will have ten calendar days to cure any compliance issues. If compliance issues are not cured by the Vendor within ten calendar days of notification, the Agency may terminate this agreement. The Vendor will be notified within 15 calendar days of the termination.

Either the Agency or the Vendor may terminate this Agreement with or without cause and without cost by giving the other party at least 60 calendar days written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit.

5. Agency Responsibilities

The Agency will:

a. Provide outreach activities in an equitable manner to ensure notification of program is given to the potentially eligible households.

b. Screen for low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services.

c. Based on established criteria, determine household eligibility for LIHWAP based on the State/Territory or Tribal approved Grantee Plan in a timely manner.

d. Accept referrals for LIHWAP benefits by the Vendor.

e. Review invoice(s) submitted by the Vendor. The AGENCY may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.

f. Provide payment to the Vendor after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Agreement, upon full compliance by the Vendor with the terms herein.

g. Payment Set up: Agency will record approved water assistance services per eligible household in the DEO approved case manager application according to the LIHWAP field manual distributed to the Agency upon implementation of the program for that fiscal year. Agency will obligate funds according to subrecipient grant award and submit requests for reimbursement to the Department.

h. Comply with all relevant state and federal laws and regulation in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the Administration for Children and Families. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP. Such notice may be distributed by email.

The Agency will be responsible to collect and retain the following program data indicators from the households set forth in Terms Ten and Eleven of the supplemental terms and conditions:

1. Track the number and income levels of households assisted by this award;

2. Collect the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);

3. Gather administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.

i. Be responsible for planning and prioritizing funds for households in communities throughout their jurisdiction with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

6. Vendor Responsibilities

The Vendor shall:

- a. Provide the AGENCY a copy of the Employer Identification Number document or Social Security card which was issued to the Vendor and which displays the number used by the IRS as the Vendor's tax identification number.
- b. Provide the AGENCY with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.
- c. Notify the AGENCY immediately when the tax identification number is changed. A new W-9 form will be completed and returned to the AGENCY
- d. Notify the AGENCY within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.
- e. Notify the AGENCY if the business owner or other key employee is employed by the AGENCY well as if a member of his/her immediate family is employed by the AGENCY. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner and who is a dependent of the owner.) [Applies to privately owned Water Companies]

The AGENCY will evaluate the relationship to determine if there is a conflict of interest that will preclude the Vendor from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

- f. Not serve as the vendor for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year.) [Applies to privately owned Water Companies]
- g. Not serve as the vendor for a dwelling/property that s/he owns. [Applies to privately owned Water Companies]

Financial Information/Billing:

- h. Provide water and/or wastewater services to each eligible and approved residential households for which payment is provided under LIHWAP.
- i. Charge LIHWAP households using the Vendor's normal billing process.
- j. Restore water services upon payment [OCS DOES NOT RECOMMEND PAYMENT IF IT WILL NOT RESULT IN WATER RESTORATION]
- k. After receiving LIHWAP payment for restoration of water services, maintain services for at least 90 days

l. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process.

m. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.

n. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

o. Not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

p. Post all payments to customer accounts within 3-5 business days. Note: LIHWAP payments may be used to pay past due and/or outstanding balances for customers whose accounts are currently open/active and the household is approved for LIHWAP assistance.

q. Clearly enter, on LIHWAP households' bill, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the LIHWAP.

r. Provide a statement to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided.

s. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the AGENCY, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year 2021.

t. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

u. Cooperate with any Federal, State, or local investigation, audit, or program review. The Vendor shall allow AGENCY representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

v. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

w. Take corrective action in the time frame specified by the AGENCY if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance.

x. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

The data must be provided within a time frame specified by the AGENCY and must be provided in the format requested by the AGENCY. The data must be provided to the AGENCY (or an authorized agent for the AGENCY) for the purposes of verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application will authorize the Vendor to release this information to the AGENCY.

y. Provide, at no cost to the AGENCY or the household, the data requested below by or on behalf of the AGENCY, as set forth in the supplemental terms and conditions;

- Provide written information to the Agency on an applicant household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household.
- Provide the itemized amount, cost, and type of water assistance and services provided for households approved for assistance under this award.
- Provide the type of water assistance used by household, i.e., drinking water, wastewater etc.
- Identify the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).
- Notify the Agency of any household situation that threatens life, health, or safety.

7. Joint Duties

Both the Vendor and the Agency agree to meet with designated staff bi-annually to review any recommendations, accomplishments, unmet needs and lessons learned as specified in the supplemental terms and conditions.

8. General Conditions

a. **AUTHORITIES:** Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.

b. **DISCRIMINATION:** The Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination.

c. **CONFIDENTIALITY:** The Vendor and the AGENCY agree that any information and data obtained as to personal facts and circumstances related to households shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual's and AGENCY's written consent and only in accordance with federal or state law. Vendors who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the AGENCY of any breach or suspected breach in the security of such information. The Vendor shall allow the AGENCY to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

d. SUBCONTRACTS: The AGENCY reserves the right to require the Vendor to obtain permission to subcontract any portion of the work. If requested by the AGENCY, the Vendor shall furnish the AGENCY the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

e. FRAUD: The Vendor will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to the AGENCY or knowingly allowing others to do so; intentional failure to notify the AGENCY of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

f. NON-FRAUD OVERPAYMENTS: For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to the AGENCY.

g. BINDING ON HEIRS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each party, but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

h. DUE AUTHORIZATION. The persons executing this Agreement on behalf of a party represent and warrant to the other party that he or she has been duly authorized by such party to so execute this Agreement.

i. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application.

The parties to this Agreement acknowledge the responsibilities, specified above, and will provide the accomplishment of this service in a mutually acceptable and efficient manner.

SUBGRANTEE

VENDOR

Lake Community Action Agency
501 N. Bay Street
Eustis, FL 32726

City of Eustis
10 N. Grove Street
Eustis, FL 32726

BY: _____

BY: _____

James H. Lowe

(Printed Name)

(Printed Name)

Executive Director

(Position/Title)

(Position/Title)

December 13, 2022

(Date)

(Date)