

## VENDOR AGREEMENT

### APPROVED WATER VENDOR INFORMATION

1. Enter the complete vendor/business name: \_\_\_\_\_

\_\_\_\_\_

2. Enter the company FEIN (Federal Identification Number): \_\_\_\_\_

3. Enter the business mailing address (including zip code): \_\_\_\_\_

\_\_\_\_\_

4. Enter the names direct phone numbers and email addresses of at least two contacts for your business:

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

5. Indicate which water services you provide:

☐ Drinking Water

☐ Waste Water

**Please place a check by the Colorado counties you serve:**

(01) Adams	_____	(17) Dolores	_____	(33) Lake	_____	(49) Pitkin	_____
(02) Alamosa	_____	(18) Douglas	_____	(34) La Plata	_____	(50) Prowers	_____
(03) Arapahoe	_____	(19) Eagle	_____	(35) Larimer	_____	(51) Pueblo	_____
(04) Archuleta	_____	(20) Elbert	_____	(36) Las Animas	_____	(52) Rio Blanco	_____
(05) Baca	_____	(21) El Paso	_____	(37) Lincoln	_____	(53) Rio Grande	_____
(06) Bent	_____	(22) Fremont	_____	(38) Logan	_____	(54) Routt	_____
(07) Boulder	_____	(23) Garfield	_____	(39) Mesa	_____	(55) Saguache	_____
(08) Chaffee	_____	(24) Gilpin	_____	(40) Mineral	_____	(56) San Juan	_____
(09) Cheyenne	_____	(25) Grand	_____	(41) Moffat	_____	(57) San Miguel	_____
(10) Clear Creek	_____	(26) Gunnison	_____	(42) Montezuma	_____	(58) Sedgwick	_____
(11) Conejos	_____	(27) Hinsdale	_____	(43) Montrose	_____	(59) Summit	_____
(12) Costilla	_____	(28) Huerfano	_____	(44) Morgan	_____	(60) Teller	_____
(13) Crowley	_____	(29) Jackson	_____	(45) Otero	_____	(61) Washington	_____
(14) Custer	_____	(30) Jefferson	_____	(46) Ouray	_____	(62) Weld	_____
(15) Delta	_____	(31) Kiowa	_____	(47) Park	_____	(63) Yuma	_____
(16) Denver	_____	(32) Kit Carson	_____	(48) Phillips	_____	(80) Broomfield	_____

## **LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) WATER VENDOR AGREEMENT**

Agreement made by and between the State of Colorado, Department of Human Services (hereinafter referred to as the State) and

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(hereinafter referred to as the Vendor)

Persons signing for the Vendor hereby swear and affirm that they are authorized to act on the Vendor's behalf and acknowledge that the State is relying on their representations to that effect. By the signature below, the Vendor acknowledges that it has read, understands, and agrees to this Agreement.

<hr/>	<hr/>	<hr/>
Vendor Representative Name	Vendor Signature	Date

WHEREAS, the Consolidated Appropriations Act, 2021 (P.L. No. 116-260) and the American Rescue Plan Act of 2021 (P.L. No. 117-2) provide for household drinking water and wastewater assistance to eligible households; and

WHEREAS, the purpose of Colorado's Low-Income Household Water Assistance Program (LIHWAP) is to help low-income Coloradans meet their drinking water and wastewater costs; and

WHEREAS, the parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith,

NOW, therefore it is hereby mutually agreed:

- A. Offer/Acceptance. This LIHWAP Water Vendor Agreement ("Agreement") is between the State and the Vendor. This Agreement is effective upon the Vendor's signature and performance shall start on or after October 1, 2021 and terminates no later than September 30, 2026.
- B. Purpose. This Agreement shall govern the purchase of water services from the Vendor on behalf of households eligible for the LIHWAP. As set by Term Eleven in the supplemental terms and conditions (see Exhibit A), 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 State and the Vendor for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.
- C. 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, Exhibit A.

## VENDOR AGREEMENT

D. The Vendor agrees to abide by the following provisions:

1. The Vendor shall not treat a household receiving assistance under the program adversely because of such assistance.
2. The Vendor attests that it is a publicly-owned entity managed by a local or state government or through a public-private partnership.
3. The Vendor shall not discriminate, either in the cost of the goods supplied or the services provided, against the household on whose behalf payments are made.
4. The Vendor shall notify the State at least 30 days prior to any change in business ownership, name, address, Vendor contact information and banking information.
5. The Vendor shall provide drinking water and/or waste water billing, consumption, and arrearages data for each eligible household upon the State's request. The Vendor shall establish a dedicated point of contact to respond to requests for such data.
6. Upon receipt of LIHWAP assistance benefits from the State on behalf of an eligible household, the Vendor shall credit the eligible household's account promptly and no later than ten (10) business days after a payment is received and maintain service for at least 30 days after notification of the LIHWAP benefit payment. If service has been disconnected, the Vendor shall restore service within 48 hours of notification of the LIHWAP benefit payment.
7. The Vendor shall allow all LIHWAP credit balances to remain on the eligible household's account until the LIHWAP benefit has been exhausted. If the eligible household no longer uses the originally approved Vendor shall forward the credit to the eligible household. If the eligible household cannot be located, the Vendor shall return the credit to the State.
8. The Vendor shall return any payments that cannot be credited to an account within ten (10) business days to the State.
9. Upon notification by the State or its designee(s) or discovery by the Vendor of incorrect payments or overpayments, the Vendor shall reimburse those payments to the State within ten (10) business days.
10. The Vendor shall accompany all payments returned to the State with the Vendor name, the household's name, the household account number, the amount returned on behalf of the household and the date and reason for return by the Vendor. Checks returned to the State shall be made out to "Colorado Department of Human Services."
11. The Vendor shall charge the eligible household, in the Vendor's normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant.
12. The Vendor shall maintain confidentiality of information provided by the State and its designee(s), about a household's benefit in accordance with applicable Federal and State Laws.
13. The Vendor shall never request personal health information (PHI) from the State. Should the Vendor

## VENDOR AGREEMENT

obtain PHI from the State or its designees, it shall immediately report receipt of such information to the State and shall immediately return or destroy the PHI. It shall certify in writing to the State that such PHI has been destroyed. If the Vendor believes that returning or destroying the PHI is not feasible, the Vendor shall promptly provide the State with notice of the conditions making return or destruction infeasible. The Vendor shall continue to extend the protections of Sections D(10) and E(5) of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

14. If the Vendor has sent the LIHWAP credit balance funds to the household, and a recovery is necessary, the State will recover from the household, not the Vendor.
15. The Vendor shall report any financial fraud or abuse or misconduct in the administration of LIHWAP to the State. The Vendor shall cooperate with all State investigations of suspected fraud or abuse or misconduct. The Vendor may be prosecuted under applicable Federal and State laws for false claims, statements or documents or concealment of material fact.
16. All other requirements of Federal and State laws and regulations shall be adhered to.
17. The Vendor shall establish such fiscal control and fund accounting procedures as may be necessary to assure the proper use and accounting of funds under this Agreement. All records maintained by the Vendor relating to this Agreement shall be available on reasonable notice for inspection, audit or other examination and copying, by State representatives or their delegates. Such records shall show the amount of drinking water and waste water delivered to each eligible household, the amount of payments made for drinking water and waste water by such eligible households, the dollar value of credit received on behalf of each eligible household, the balance of available benefits and water costs, and all documents and calculations in establishing the estimated drinking and waste water costs and arrears. All records shall be maintained for a period of three (3) years following the termination of this Agreement. The State, or its designee, reserves the right to monitor the implementation of this Agreement by the Vendor.
18. The Vendor shall provide regular written reconciliation to the State verifying that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
19. Non-compliance by the Vendor with any of the above assurances of this Agreement or applicable law or regulations shall be grounds for immediate termination of this Agreement. Such termination shall include termination of payments on behalf of eligible households and immediate return of credit balances or refunds owed to the State. Such termination is in addition to all other legal remedies available to the State, including investigation or prosecution of fraud in connection with this agreement.
20. All Vendors shall establish an account with a financial institution to receive payments via physical warrants or direct deposit through electronic funds transfer (EFT). The Vendor shall inform the State of any changes in banking information immediately upon the change.
21. LIHWAP assistance benefit payments shall not be made to the Vendor on behalf of an eligible household if:

## VENDOR AGREEMENT

- i. The eligible household does not pay the Vendor directly for its drinking water or waste water; or
- ii. The LIHWAP benefit will not prevent disconnection or result in restoration of services; or
- iii. This Agreement has not been executed or has expired or been terminated; or
- iv. The eligible household's Vendor cannot be determined or feasibly paid on behalf of the eligible household.

E. The State shall itself or through its designee:

1. Promptly advise the Vendor of the name, address, account number, and amount to credit to the account of each eligible household;
2. Notify all eligible households of the amount of LIHWAP assistance to be made on their behalf to the Vendor;
3. Make timely payments to the Vendor for credit to eligible households for drinking water and waste water supplied in accordance with the terms of this Agreement; and
4. Promptly notify the Vendor of all pertinent changes in this program caused by changes in applicable law, regulations, or technology.
5. The State and its designees shall never transmit PHI to the Vendor. In the event that PHI is shared, the State will confirm that such information is immediately returned or destroyed by the Vendor, in accordance with Section C(11) of this Agreement.

F. General Provisions:

1. The term of this Agreement shall be October 1, 2021 (or upon signed approval of this Agreement by the Vendor, whichever is later) through September 30, 2026.
2. This Agreement is subject to and contingent upon the continuing availability of federal funds. If insufficient funds, as determined by the State, are available for this program, the State may immediately terminate this Agreement.
3. This Agreement may be terminated by either party upon 30 days prior written notice to the other party sent by certified or registered mail.
4. The Vendor may not assign this Agreement without the prior written consent of the State.
5. The Vendor shall comply with all applicable Federal and State laws and regulations, including confidentiality of all records, termination and restoration of drinking water and waste water services, and discrimination. The Vendor certifies that it has all licenses, insurance, and so on required by law for the provision of services hereunder.
6. If a situation arises that is not clearly covered by the terms of this Agreement, the Vendor shall seek guidance from the State.

**From:** Kullen - CDHS, Theresa <[theresa.kullen@state.co.us](mailto:theresa.kullen@state.co.us)>

**Sent:** Monday, November 8, 2021 11:46 AM

**Subject:** [EXTERNAL] Clarification on LIHWAP Vendor Agreement

Dear Potential Water Vendor,

I have heard many concerns from many potential water vendors that agreeing to leave an account connected for 90 days is unreasonable and does not meet your needs once receiving our commitment for payment. This is official notification that the agreement will require a vendor to provide continued service for 30 days/your regular disconnection policies and will no longer require a 90 commitment on your part, (Please retain this email with your vendor agreement.)

In addition, we have many eligibility technicians across the state that are calling water vendors to get past due amounts and I want to thank you for working with us. **PLEASE REMEMBER THAT YOU DO NOT HAVE A COMMIT FROM US TO PAY THAT AMOUNT UNTIL WE HAVE THE WATER VENDOR AGREEMENT FROM YOU ON FILE AT THE STATE LIHWAP OFFICE.**

Please do not respond to this email and if you have any questions please email

[cdhs\\_lihwap\\_program@state.co.us](mailto:cdhs_lihwap_program@state.co.us)

If you have already submitted your water vendor agreement you do not need to do anything else. Again, thank you very much for participating with us in the program and helping to keep the safety and well being of our Colorado households intact. Theresa

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**Theresa Kullen**  
**LEAP and LIHWAP Manager**



Cell Phone 720.788.8050

1575 Sherman Street, Denver CO 80203

[theresa.kullen@state.co.us](mailto:theresa.kullen@state.co.us) | [www.colorado.gov/cdhs/leap](http://www.colorado.gov/cdhs/leap)

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**CAUTION:** This email is from an **external** source. Ensure you trust this sender before clicking on any links or attachments.

# EFT DIRECT DEPOSIT AUTHORIZATION FORM

**COLORADO****Office of the State Controller**

Department of Personnel &amp; Administration

## SECTION I (DEPARTMENT USE) - PAYOR, STATE INFORMATION

STATE DEPARTMENT \_\_\_\_\_ VCUST# \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_ ADDRESS ID \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_ VERIFIED BY \_\_\_\_\_  
DEPARTMENT CONTACT \_\_\_\_\_  
EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_

## SECTION II - PAYEE, VENDOR INFORMATION

VENDOR NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
D/B/A (DOING BUSINESS AS, OPTIONAL) \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
EMAIL (FOR REMITTANCE ADVICE) \_\_\_\_\_

## SECTION III - DEPOSITORY FINANCIAL INSTITUTION AND ACCOUNT INFORMATION

INCLUDE A VOIDED CHECK (NOT A TEMPORARY CHECK OR DEPOSIT SLIP) OR SIGNED  
BANK LETTER THAT INCLUDES ALL INFORMATION REQUESTED IN THIS SECTION

BANK NAME \_\_\_\_\_ BRANCH ADDRESS \_\_\_\_\_  
ROUTING NUMBER \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_  
ACCOUNT TYPE ☐ CHECKING ☐ SAVINGS FOR FURTHER CREDIT (OPTIONAL) \_\_\_\_\_  
PAYEE TAXPAYER ID NUMBER (SSN OR EIN, NO DASHES) \_\_\_\_\_  
SHOULD ALL STATE OF COLORADO PAYMENTS TO THIS TAXPAYER ID USE THIS BANK ACCOUNT? ☐ YES ☐ NO  
IF NO, PLEASE EXPLAIN \_\_\_\_\_

## SECTION IV - AUTHORIZATION FOR DIRECT DEPOSIT SET UP, CHANGE, OR CANCEL

☐ SET UP ☐ CHANGE ☐ CANCEL **FOR CHANGES ONLY**, PLEASE PROVIDE EXISTING ROUTING & ACCOUNT NUMBER

ROUTING NUMBER \_\_\_\_\_ EXISTING ACCOUNT NUMBER \_\_\_\_\_

I certify that I have the authority to execute this authorization. I hereby authorize the State of Colorado to initiate, change, or cancel EFT credit entries (deposits) and if necessary to reverse any incorrect EFT payments made in error to the bank account indicated above. In the event a reversal cannot be implemented, I understand the State will utilize any other lawful means to recover the deposited funds to which the payee was not entitled. This authorization is to remain in full force until the State has received written notification of cancellation in such time as to afford a reasonable opportunity to act on it.

PRINTED NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

330 C Street, S.W., Washington, DC 20201 | [www.acf.hhs.gov](http://www.acf.hhs.gov)

### **SUPPLEMENTAL TERMS and CONDITIONS**

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

#### **Office of Community Services (OCS)**

#### **LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)**

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

#### **APPLICABLE LEGISLATION, STATUTE, REGULATIONS**

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

#### **COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING**

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

#### **FINANCIAL REPORTING AND REQUIREMENTS**

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.



- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
  - b. A first interim report is due 90 days following the end of FFY 2021.
  - c. A second interim report interim report is due 90 days following the end of FFY 2022.
  - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. **Project Period.** The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. **Liquidation Deadline.** All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
  - a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
  - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "[Single Audit Act](#)").
  - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

## PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
  - a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
  - b. the type of water assistance used by various income groups;

- c. the number and income levels of households assisted by this award;
  - d. 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);
  - e. 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); and
  - f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
11. The following are the program requirements, consistent with instructions in [P.L. 116-260, Section 533](#) and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:
- a. 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 safe and clean drinking water and wastewater services.
  - b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
  - c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
    - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
      - 1. assistance under the State program funded under part A of title IV of the Social Security Act;
      - 2. supplemental security income payments under title XVI of the Social Security Act;
      - 3. food stamps under the Food Stamp Act of 1977;
      - 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
      - 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);  
**or**
    - ii. households with incomes that do not exceed the greater of the following:
      - 1. an amount equal to 150 percent of the poverty level for such state; or
      - 2. an amount equal to 60 percent of the state median income;
      - 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
  - d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the [Pandemic Emergency Assistance Fund](#) and the U.S. Department of Treasury's [Emergency Rental Assistance Program](#).

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the [Emergency Rental Assistance Program](#).
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
  - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
  - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
  - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
  - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
  - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
  - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
  - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
  - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
  - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
  - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
  - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

## REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

**EFFECTIVE PERIOD**

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

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**Signature of Governor's Authorized Official**

Name of State/Territory: \_\_\_\_\_

LIHWAP State/Territory Lead Agency: \_\_\_\_\_

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

\_\_\_\_\_

X

\_\_\_\_\_

Governor's Authorized Official