



## City of Ketchum

December 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Approve Agreement 22755 with Idaho Department of Health and Welfare-Water Assistance Program**

#### Recommendation and Summary

Staff is recommending the Council provide authorization to the City to enter into an agreement for water and wastewater assistance for residents in need:

***"I move to approve Agreement #22755, authorizing the City Treasurer to sign the agreement."***

#### Introduction and History

The program is administered by the IDHW for residents in need of assistance in paying their water and waste water monthly billing. This program is offered to a household whose combined income is below 60% of the State Median income as well as other qualification outlined in the facts sheet Attachment A. Qualified residents can receive onetime assistance per household for a maximum of \$1500.00. Only the amount owed by the household will be paid.

#### Analysis

Other cities have implemented assistance programs offering help in paying resident water and wastewater bills. City of Meridian works with ElAda to administer their program as well as offering their own city sponsored program called "Meridian Cares".

#### Financial Impact

There is no financial impact to the city as the Idaho Department of Health and Welfare administer the program.

#### Attachments

- Attachment A: Agreement #22755, LIHWAP Facts Sheet

**Idaho Department of Health and Welfare, Division of Welfare**  
LIHWAP Vendor Agreement 08/2021

**Low-Income Home Water Assistance Program (LIHWAP) Vendor Agreement**

**Between:** Idaho Department of Health and Welfare (Department), Division of Welfare

**And:** City of Ketchum \_\_\_\_\_ (Vendor)

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 defines the conditions required by the Utility Vendor (Vendor), Direct Service Providers (DSP) and the Department of Health and Welfare (Department) to assure compliance with the regulations of the Low-Income Home Water Assistance Program (LIHWAP).

**No Vendor shall be paid a water or sewer assistance payment without signing an agreement with the Department assuring that the conditions contained herein are met. Each party to this Agreement is responsible for its own negligence.**

**I. General Conditions**

- A. **CONFIDENTIALITY:** The Vendor and the Department 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 the Department’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 Department of any breach or suspected breach in the security of such information. The Vendor shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- B. **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 a DSP or the Department or knowingly allowing others to do so; intentional failure to notify the Department 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.

**II. Department Responsibilities**

The Department shall:

- A. Provide funds for LIHWAP
- B. Develop and issue Vendor Agreements
- C. Provide LIHWAP program guidance
- D. Inform the Vendor of any relevant changes to LIHWAP
- E. Establish reasonable policies and procedures designed to detect, prevent, and mitigate the risk of fraud related to the administration of LIHWAP for the Vendor’s customers.
- F. Comply with all applicable federal, state, and local laws as they pertain to LIHWAP. To include the supplemental terms and conditions as set forth by the Administration for Children and Families.

### **III. Direct Service Provider Responsibilities**

The Direct Service Provider shall:

- A. Process applications and determine program eligibility
- B. Accept referrals for LIHWAP benefits by the Vendor
- C. Work with the Vendor to determine arrearages
- D. Work with Vendors to prevent disconnection of service or establish reconnection of services
- E. Issue a payment within ten (10) days of contacting a Vendor on behalf of a customer account
- F. Be available to customers to answer questions and to research payments, when needed
- G. Comply with all applicable federal, state, and local laws as they pertain to LIHWAP. To include the supplemental terms and conditions as set forth by the Administration for Children and Families (ACF).

### **IV. Vendor Responsibilities**

The Vendor shall:

- A. Comply with all applicable federal, state, and local laws as they pertain to LIHWAP. To include the supplemental terms and conditions as set forth by the Administration for Children and Families (ACF).
- B. Provide at least one designated contact person who shall be available to respond by to all inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.
- C. Comply with all applicable federal, state, and local laws regarding non-discrimination.
- D. Not treat a household receiving assistance under LIHWAP adversely because of such assistance.
- E. Refer potential applicants to DSPs for assistance through LIHWAP.
- F. Immediately stop disconnection of service based on payment pledge from a DSP or the Department.
- G. Immediately begin restoration of service based on payment pledge from a DSP or the Department.
- H. Credit water or sewer assistance payment(s) to participants' account promptly, and in no event, later than their next billing cycle. Participants' billing statements must reflect the receipt of the water assistance payment.
- I. Apply LIHWAP payments to the household's drinking water or wastewater costs before applying other assistance payments.
- J. Contact the DSP or the Department, if the water or sewer payment is not received within ten (10) days following notification from a DSP or the Department.
- K. Ensure the LIHWAP payment will not generate a credit on the account.
- L. Use LIHWAP funds to pay for home water and sewer costs to include arrearages, taxes, fees, reconnection costs. Expenses such as service contracts, garbage, cable, internet, telephone, repair work, cannot be paid with LIHWAP funds.
- M. Maintain an adequate accounting system which identifies the LIHWAP payment was applied to the participant's account.
- N. Ensure records maintained by the Vendor relating to this agreement shall be available when given reasonable notice, for inspection, audit or other examination and copying, by the Department, DSPs or U.S. Department of Health and Human Services (HHS).
- O. Return to the DSP, within ten (10) days from receipt, any payments that cannot be applied to a participants' account due to discontinued service or at the request of a DSP or the Department.
  - All returned payments must include the participants' name, LIHWAP benefit issuance date, account number, and benefit amount.
  - Returned payments sent without the required information will be returned.
  - Make checks payable to DSP who issued the LIHWAP payment. See the attached list for DSP addresses.

**V. Data Collection:**

Data must be provided within a time frame specified by the Department and must be provided in the format requested by the Department. The data must be provided to the Department (or an authorized agent for the Department) 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 Department.

- A. Provide, at no cost to the Department or the household, the data requested below by or on behalf of the Department as set forth in the supplemental terms and conditions
- B. Provide written information to the Department 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.
- C. Provide the itemized amount, cost, and type of water assistance and services (i.e., drinking water or wastewater) provided for households approved for assistance under this award.
- D. Identify the impact of the LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

**VI. Termination of Agreement**

This Agreement will terminate effective immediately upon determination by the Department that the Vendor is not in compliance with the terms of this Agreement. The Vendor will be notified within 15 calendar days of the termination.

Either the Department or the Vendor may terminate this Agreement with or without cause and without cost by giving the other party at least 30 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. This agreement may be terminated for one of the following reasons:

- A. A change in the requirements of the Low-Income Household Water Assistance Program Supplemental terms and conditions
- B. A change in the federal or state regulations
- C. A change in the State Plan for administering LIHWAP
- D. Non-compliance with agreed conditions by either party

The Department may terminate the whole or any part of this agreement if the Vendor fails to perform any of the provisions of this agreement. Through written notice, the Department will allow the Vendor ten (10) days to resolve the issue before the agreement is terminated.

Upon signing by both parties, this agreement shall stay in effect through June 30, 2022.

Digitally signed by Julie A. Hammon  
DN: cn=Julie A. Hammon, c=US,  
o=Idaho Department of Health and  
Welfare, ou=Division of Welfare,  
email=Julie.Hammon@dhw.idaho.gov  
Date: 2021.09.01 15:35:04 -0600

**Julie A.  
Hammon**

9/1/2021

Julie Hammon, Administrator  
Idaho Department of Health and Welfare, Division of Welfare

Date



12-20-21

Vendor Company Representative – Signature

Date

**Treasurer**

Vendor Company Representative - Title

**Shellie Gallagher Rubel**

Vendor Company Representative – Printed Name

Vendor Company Name: City of Ketchum

Vendor EIN/TIN/SSN (Required): 82-6001390

Vendor Contact for Payments (Name): Shellie Gallagher Rubel

Vendor Contact for Payments (Phone): 208-726-3841

Vendor Contact for Payments (E-mail): finance@ketchumidaho.org

**Vendor Preferred Method for Receiving Payment Information:**

-mail  Fax  U.S. Mail

**Vendor Utility Service Type:**

Water  Sewer

Vendor County/Counties Served: Blaine County

**I agree to abide by the terms of this HEV Agreement**

  
Signature of Vendor Company Representative

\_\_\_\_\_  
Date

**For Office Use Only**

HEV Code: \_\_\_\_\_

IDHW Approval Date: \_\_\_\_\_

Debarment Verification Date: \_\_\_\_\_

## LIHWAP Facts Sheet

1. What is LIHWAP?

LIHWAP stands for Low-Income Home Water Assistance Program. LIHWAP is a federal money to help low-income families pay for home drinking water and waste water services.

2. Where does it come from?

Federal funding was awarded to states from the Consolidated Appropriations Act and the American Rescue Plan.

3. Who receives this funding?

Households whose combined income is below 60% of the State Median Income, receive SNAP benefits, SSI, means tested Veteran's programs or LIHEAP (Low-Income Home Energy Assistance Program).

4. How do people get the funding?

Households will apply for these funds through local Community Action Agencies. Benefits are paid directly to the utility vendor.

There are seven (7) Community Action Agencies throughout Idaho who review eligibility for LIHWAP benefits. Please refer customers to the agency based on the county where the customer resides:

- **Community Action Partnership (CAP)** – Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, Shoshone. **Phone:** (208) 746-3351 **Website:** Cap4action.org
- **Community Council of Idaho (CCI)** – Bingham, Bonneville, Canyon, Cassia, Power, Twin Falls. **Phone:** 208-454-1652 **Website:** communitycouncilofidaho.org
- **Eastern Idaho Community Partnership (EICAP)** - Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, Teton. **Phone:** (208)522-5391 **Website:** eicap.org
- **El-Ada** - Ada, Elmore, Owyhee. **Phone:** (208)345-2820 **Website:** eladacap.org
- **South Central Community Action Partnership (SCCAP)** - Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls. **Phone:** (208)733-9351 **Website:** sccap-id.org
- **South Eastern Idaho Community Action Agency (SEICAA)** - Bannock, Bear Lake, Bingham, Caribou, Franklin, Oneida, Power. **Phone:** (208)232-1114 **Website:** seicaa.org
- **Western Idaho Community Action Partnership (WICAP)** - Adams, Boise, Canyon, Gem, Payette, Valley, Washington **Phone:** (208)454-0675 **Website:** wicap.org

5. How do benefits get paid to the utility vendor?

Vendors will sign a Vendor Agreement with the Department of Health and Welfare (IDHW). IDHW will work with the local Community Action Agencies to provide them the list of approved vendors. Payments will be issued to the utility vendor from the Community Action Agency within ten (10) days of determining eligibility for a customer.

6. How much will LIHWAP pay?

Maximum payment for an individual household is \$1500.00. Only the amount owed by that household will be paid.

7. Can the household receive multiple payments?

Eligible households will be allowed to receive one (1) payment per service from LIHWAP funding. If drinking water and wastewater are billed together, the customer would receive one payment. If services are billed separately, the customer could receive one (1) payment to each vendor.

8. What will LIHWAP pay for?

LIHWAP benefits will pay home drinking water or waste water costs. It can include the current bill amount, fees (ex. reconnection, late fees), and arrearages.

9. What is not allowed to be paid with LIHWAP?

Costs for services or other charges unrelated to drinking water and wastewater services are not eligible to be paid with LIHWAP grants (ex. trash, telephone, infrastructure). Bills that include multiple services must be able to be separated out to extract the charges for water and waste water. **Bills that cannot be separated out, cannot be paid.**

10. Can the amount paid be applied as a credit on an account?

No, only the amount owed by the household should applied to the customer's account. If the amount issued would cause a credit, the vendor should pay the account current and refund the remaining amount to the Community Action Agency.

11. What is required to participate as a LIHWAP vendor?

- Vendors are required to enter into a Vendor Agreement with the Idaho Department of Health and Welfare (IDHW); and
- Vendors must be in good standing with the Idaho Secretary of State to do business within the State of Idaho.

# Home Water Assistance Program

## The Low-Income Home Water Assistance Program (LIHWAP) may be able to help you

### What can be paid with LIHWAP:

Past due home drinking water and wastewater bills,  
 Disconnect and/or Reconnect fees;  
 Current bill amount due.

### What can not be paid with LIHWAP funds:

Costs for services or other charges unrelated to drinking water and wastewater services are not eligible to be paid with LIHWAP grants (ex. trash, telephone, infrastructure).

Bills that include multiple services must be able to be separated out to extract the charges for water and waste water.

**Bills that cannot be separated out, cannot be paid.**

There are seven (7) Community Action Agencies throughout Idaho who review eligibility for LIHWAP benefits. Please refer to the agency based on the county where the household resides:

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|--|--|---|
| <p><u>El Ada Community Action Agency, Inc (El-Ada)</u><br/>                     (208) 345-2820 or eladacap.org<br/>                     2250 S. Vista Ave. Boise, Idaho 83704<br/>                     Serving: Ada, Elmore, Owyhee counties.</p>  | <p><u>Community Action Partnership, Inc (CAP)</u><br/>                     (208)746-3351 or Cap4action.org<br/>                     124 New 6th St Lewiston, Idaho 83501<br/>                     Serving: Benewah, Bonner, Boundary, Idaho, Clearwater, Kootenai, Latah, Lewis, Nez Perce, &amp; Shoshone counties</p>    | <p><u>Eastern Idaho Community Action Partnership, Inc (EICAP)</u><br/>                     (208)522-5391 or eicap.org<br/>                     935 E Lincoln Rd. Idaho Falls, Idaho 83401<br/>                     Serving: Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, &amp; Teton counties.</p> |
| <p><u>Community Council of Idaho (CCI)</u><br/>                     (208)454-1652 communitycouncilofidaho.org<br/>                     317 Happy Day Blvd. Caldwell, ID 83607<br/>                     Serving: Bingham, Bonneville, Canyon, Cassia, Power, &amp; Twin Falls counties.</p> |  |   |
| <p><u>Western Idaho Community Action Partnership, Inc (WICAP)</u><br/>                     (2085)454-0675 or wicap.org<br/>                     502 Main St. Caldwell, Idaho 83605<br/>                     Serving: Adams, Boise, Canyon, Gem, Payette, Valley, Washington counties.</p>  | <p><u>South Central Community Action Partnership, Inc (SCCAP)</u><br/>                     (208)733-9351 or sccap-id.org<br/>                     550 Washington St S. Twin Falls, Idaho 83301<br/>                     Serving: Blaine, Camas, Cassia, Gooding, Twin Falls, Jerome, Lincoln, &amp; Minidoka counties.</p> | <p><u>SouthEastern Idaho Community Action Agency, Inc (SEICAA)</u><br/>                     (208)232-1114 or seicaa.org<br/>                     641 N. 8th Avenue Pocatello, Idaho 83201<br/>                     Serving: Bannock, Bingham, Caribou, Bear Lake, Franklin, Oneida, &amp; Power counties.</p>               |

