

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

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

And: _____ (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

Vendor Company Representative – Signature

Date

Vendor Company Representative - Title

Vendor Company Representative – Printed Name

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

Vendor Company Name: _____

Vendor EIN/TIN/SSN (Required): _____

Vendor Contact for Payments (Name): _____

Vendor Contact for Payments (Phone): _____

Vendor Contact for Payments (E-mail): _____

Vendor Preferred Method for Receiving Payment Information:

E-mail Fax U.S. Mail

Vendor Utility Service Type:

Water Sewer

Vendor County/Countries Served: _____

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: _____