VENDOR AGREEMENT

This agreement, dated as of _____, 20XX, is entered into by and between_____, (Agency), and _____, a supplier of home water and/or waste water, (Vendor).

PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, 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. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

AGENCY RESPONSIBILITIES

The Agency shall:

- Accept and review client applications and determine eligibility of households for payments.
- Submit applications subject to available funding to the Department for eligible households according to LIHWAP guidelines.
- Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
- Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
- Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
- Notify customer and/or vendor of the customer's eligibility and total benefit amount.
- Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.

VENDOR RESPONSIBILITIES

The Vendor shall:

- Provide an invoice that clearly states the cost of the water and/or wastewater service and fees only.
- Accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHWAP services for customers identified to receive such benefits.
- Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, late fees, or arrearages to eliminate the amount owed by the customer for a period determined by the amount of the benefit.
- Notify the customer of the amount of benefit payment applied to the customer's billing.
- Refund any payments made in error to the LIHWAP agency who made the payment on behalf of the customer.
- Keep customer records confidential.
- Maintain records for four (4) years from the date of this agreement, or longer if the vendor is notified that a fiscal audit for a specific program year is unresolved.
- Make records available for review by authorized staff of the Department of Commerce and Economic Opportunity, Office of Community Assistance.

REQUIRED RECORDS FOR AUDIT PURPOSES

- The vendor will keep records showing the following:
- Name and address of households who received assistance payments.
- Amount of assistance to each household.
- Source of payment.

OTHER PROVISIONS

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

Agency

Signature _____ Date_____

Printed Name_____

Name of Company_____

Vendor

Signature _____ Date_____

Printed Name_____

Name of Company_____

The date of this agreement is September 1, 2021 through September 30, 2023

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Name of Company_____

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