

**WATER UTILITY VENDOR AGREEMENT
LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM**

The following agreement is made between the local community action agency (Local Agency) administering the Iowa Low-Income Household Water Assistance Program (LIHWAP) and:

_____ Vendor (payment is issued in this name)		_____ Local Agency	
_____ Address		_____ Address	
_____ City, State, Zip		_____ City, State, Zip	
_____ Contact Person	_____ Email	_____ Contact Person	_____ Email
_____ Phone	_____ Fax	_____ Phone	_____ Fax
_____ Vendor Tax ID#			

Vendor Provides:

- Drinking Water Only
- Wastewater Only
- Both Drinking and Wastewater

Type of Entity:

- Publicly Owned
- Privately/Shareholder Owned

Counties Served:

All provisions of this agreement are subject to the availability of federal funds, issued by the U.S. Department of Health & Human Services (HHS). All Vendors shall abide by the following provisions for the current Iowa Low-Income Household Water Assistance Program (LIHWAP). Note: the term 'Vendor' applies to Owners & Operators of Community Water Supply Systems.

1.00 Agreement Duration

This agreement is effective when signed by the Vendor and shall terminate on September 30, 2023. The termination of this agreement shall not discharge any obligation owed by either party to the other or to an eligible household if such obligation was incurred during the effective period of the agreement.

2.00 Vendor Notification of Eligible Households

The Local Agency will notify the Vendor of those households that have been approved for the LIHWAP program through the mail, email, phone, or an online portal hosted by the Vendor. This notification must occur timely enough to avert disconnection of service, any additional charges, and ensure reconnection when appropriate.

3.00 Household Payments from LIHWAP

The LIHWAP program provides benefit awards on behalf of eligible customers by paying arrearages to drinking water/wastewater utilities in order to ensure service continuity and to reconnect service. Eligible households on whose behalf payments are made are third-party beneficiaries under this agreement. Therefore, all payments accepted by the Vendor made by the Local Agency on behalf of an approved household must be applied as a credit to that household's current water account. All LIHWAP credit balances must remain on the account until the benefit is exhausted. Water service must be maintained for at least 30 days after receiving the LIHWAP benefit payment from the local agency.

Any payment not accepted by the Vendor must be returned to the Local Agency within 5 business days of its receipt. Any duplicate payment for a household or an account must be reported to the Local Agency within 5 business days.

3.10 Households with Disconnect Notices (or imminent threat of disconnection)

The Vendor will accept LIHWAP payments for households with a disconnect notice or at imminent threat of disconnection, and will ensure the households' water service remains connected to avoid a reconnection fee.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHWAP-approved household. Such notification must ensure services are not interrupted for at least 30 calendar days, no additional fees or charges occur, and if disconnection has already occurred reconnection will be established.

3.20 Disconnected Households

LIHWAP payments that cover the balance owed by a disconnected household, will establish prompt reconnection of the water account by the Vendor.

For purposes of this section, payments include notification by the Local Agency to the Vendor on behalf of the LIHWAP-approved household. Such notification must ensure services are not interrupted for at least 30 calendar days, no additional fees or charges occur, and if disconnection has already occurred reconnection will be established.

3.30 Supported Expenses

The following are expenses which the LIHWAP program supports:

- Drinking Water/Wastewater utility past/back bills and amounts required to bring the account current
- Reconnection fees

3.40 Unsupported Expenses

The following expenses are unsupported by the LIHWAP program:

- Utility deposits for new service
- Expenses for diversion fees
- Repair, replacement, or installation of new home water systems/fixtures
- Wells or any other non-utility provided water system
- Energy services

4.00 Vendor Receipt of Payment

Within 30 calendar days of the Vendor's receipt of payment, the Vendor will provide to the Local Agency a receipt for the amount of payment received, using the format provided to the Vendor by the Local Agency.

A level payment amount shall not be adjusted nor shall a recipient be requested or required to withdraw from a level payment plan due to receipt of program assistance.

5.00 Continuous Access to Drinking Water/Wastewater Services

The Local Agency and Vendor will collaborate and to the extent practicable attempt to ensure the customer has continuous access to Drinking Water/Wastewater services.

6.00 Payments from Households

The Local Agency and Vendor will encourage regular monthly payments from households, including use of budget billing.

7.00 Confidentiality

Information regarding applicants and beneficiaries under this program must remain confidential subject only to the limited release of information by the Vendor to the Local Agency and the State of Iowa. The Vendor agrees to keep confidential the names and all other information pertaining to the clients served, including financial status, lifestyles, and housing conditions.

8.00 Non-Discrimination

The eligible household will not be treated adversely from other households because of receiving assistance under the Iowa Low-Income Household Water Assistance Program. The Vendor agrees not to discriminate either in cost of goods supplied or services provided, against the eligible household on whose behalf payments are made.

9.00 Termination of Customer Account

If a household terminates its account or changes Vendors prior to termination of this agreement, and any funds remain on the account, the Vendor shall contact the Local Agency within 30 calendar days to reconcile the existing account and determine the distribution of any remaining funds. Any remaining funds on the account paid under this program are to be returned to the Local Agency within 30 calendar days following reconciliation of the account. If the household has an arrearage on a different portion of the account such as garbage, the Vendor shall not withhold a refund.

10.00 Records

The Vendor will maintain an accounting system and fiscal records covering all activities under this agreement. The Vendor's records must include:

- The amount of payments made on behalf of eligible households by the Local Agency;
- Any LIHWAP credit remaining on the eligible household's account.

The Vendor shall retain these records for four years from the end date of this agreement.

The Vendor, upon written request from the eligible household, Local Agency, State of Iowa, or other designated representative, will provide a status report indicating the above information.

Vendors will assist the Local Agency and State of Iowa in collecting data concerning information on home water usage, or such other data as the state determines is reasonably necessary.

11.00 Site Visits

The State of Iowa and HHS authorized representatives reserve the right to monitor the use of funds by the participating Vendor in order to evaluate compliance with the provisions of this agreement.

12.00 Termination of Agreement

Either the Local Agency or the Vendor may terminate this agreement by giving the other party at least 30 calendar days written notice.

The Local Agency may terminate this agreement upon written notice of a breach by the Vendor of any material term, condition or provision of this agreement after the Vendor is given the opportunity to cure the breach.

The Local Agency may terminate the agreement immediately in instances where the Vendor has committed or engaged in fraud, misappropriation of funds, malfeasance, misfeasance, or bad faith.

Upon termination of the agreement by either party or upon expiration of the agreement, the Vendor shall, within 5 business days, remit to the Local Agency any unexpended funds paid to the Vendor.

The Vendor shall provide a full accounting of the funds subject to this agreement within 30 calendar days of termination or expiration of the agreement.

Vendor

Vendor Authorized Individual (printed name)

Vendor Authorized Individual (signature)

Date

Local Agency

Local Agency Director (printed name)

Local Agency Director (signature)

Date