

Low Income Household Water Assistance Program (LIHWAP) Vendor Agreement

The Low Income Household Water Assistance Program (LIHWAP) begins in Pennsylvania on January 4, 2022. LIHWAP is 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. This agreement is entered into by and between the Pennsylvania Department of Human Services (DHS), hereinafter referred to as AGENCY, and the supplier of home water and/or wastewater noted on page 3 of this agreement, hereinafter referred to as VENDOR.

PURPOSE

Public Law No: 116-260, signed on December 27, 2020, included funding and 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. This program is intended to benefit 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 the eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the VENDOR must agree so that the AGENCY can make assistance payments to the VENDOR on behalf of eligible households. VENDOR must comply with all relevant state and federal laws and regulation in its implementation of LIHWAP.

AGENCY RESPONSIBILITIES

The AGENCY shall:

1. Accept and review client applications and determine eligibility for payments.
2. Contact VENDORS for information about customer accounts and to evaluate if the customer has a past due balance and if so, to provide the amount.
3. Send payments to VENDORS on behalf of the eligible households via Commonwealth of Pennsylvania Treasury checks or via direct deposit (if preferred by the VENDOR).
4. Send corresponding lists of customers who receive a LIHWAP grant to the VENDOR.
5. Notify customer and VENDOR of the customer's eligibility and total benefit amount.
6. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the AGENCY.
7. Incorporate policies that assure the confidentiality of household usage, balance, and payments.

VENDOR RESPONSIBILITIES

The VENDOR shall:

1. Provide DHS with proof of Employer Identification Number (EIN) on Internal Revenue Service (IRS) letterhead to establish a LIHWAP VENDOR ID, and notify DHS immediately if the VENDOR EIN changes.
2. Upon request of an AGENCY representative, provide customer's account history and account balance for the sole purpose of determining a LIHWAP benefit.
3. Restore service within 48 hours of notification that the household has been approved for a LIHWAP benefit. This period shall be extended to 72 hours if digging is required to restore service or shortened to 24 hours if there is a life-threatening emergency.
4. Immediately apply the LIHWAP payment to a customer's past due bill, deposit, reconnect requirements, or arrearages to eliminate or reduce the amount owed by the customer.
5. Retain water service for at least 90 days from acceptance of payment.
6. Notify the customer of the amount of the LIHWAP payment and how it was applied on the next customer billing.
7. Encourage and provide assistance to customers who receive LIHWAP, helping them enroll in payment agreements or other programs they may be eligible for, when necessary to maintain service.
8. Keep customer records confidential.
9. Retain record of payments to customer accounts for four (4) years from the date of this agreement.

10. Make records available for review by authorized representatives of the AGENCY and the U.S. Department of Human Services.
11. Not discriminate against customers who receive LIHWAP assistance, either in the cost of the goods supplied or the services provided, and not treat adversely because of receiving or applying for a LIHWAP benefit. VENDOR must charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households.
12. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Pennsylvania Public Utility Commission related to moratorium, if governed by the ruling.
13. Bill the eligible household the difference between the actual amount due and the amount of the payment made by the LIHWAP grant using the normal billing method or process.
14. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
15. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

GENERAL CONDITIONS

1. **AUTHORITIES:** Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.
2. **DISCRIMINATION:** The VENDOR shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination.
3. **FRAUD:** The VENDOR will be permanently disqualified from participating in LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to intentionally providing false information to the AGENCY or knowingly allowing others to do so; intentional failure to notify the AGENCY 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 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.
4. **BINDING ON HEIRS AND ASSIGNS:** This agreement shall be binding upon and inure to the benefit of the respective successors and assign of each party, but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this agreement.
5. **DUE AUTHORIZATION:** The persons executing this agreement on behalf of a party represent and warrant to the other party that he or she has been duly authorized by such party to so execute this agreement.
6. **SEVERABILITY:** If any provision of this agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this agreement, which shall be given effect without regard to the invalid provision or application.

OTHER PROVISIONS

Term of Agreement

This agreement is effective from the date of execution, defined as providing a signed LIHWAP Vendor Agreement and a valid EIN, until December 31, 2023.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not eliminate the obligations incurred during the term of the agreement. If LIHWAP funding is expended, 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.

Low Income Household Water Assistance Program (LIHWAP) Vendor Agreement – Signature Page

To become an active VENDOR with the Low Income Household Water Assistance Program (LIHWAP) in Pennsylvania, please complete, sign, and return **this signature page of the LIHWAP Vendor Agreement with a copy of your company's federal Employer Identification Number (EIN) on IRS letterhead.**

Indicate the type(s) of water service provided: Drinking water Wastewater

Indicate the primary phone # and fax # for local DHS representatives to call and verify a water account:

Phone: _____ Fax: _____

Representatives from your company who will communicate with the Vendor Unit:

Name / direct phone number / email address: _____

Name / direct phone number / email address: _____

VENDOR SIGNATURE AND ACKNOWLEDGEMENTS

As an authorized representative for the company indicated below, I hereby certify that this VENDOR:

- Is not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government.
- Agrees to comply with all conditions set forth on the LIHWAP Vendor Agreement.
- Will **retain a copy of this signature page** for reference and share the LIHWAP Vendor Agreement with staff responsible for any activity involving LIHWAP funds.

I also understand that:

- This agreement will terminate on December 31, 2023 unless superseded by a new agreement or terminated for convenience upon 30-day written notice.
- Failure to comply with any of these conditions may result in removal from the approved VENDOR file and suspension of further payments.

The VENDOR below hereby agrees to the conditions set forth in this agreement.

VENDOR	LIHWAP VENDOR Support Agency
NAME OF COMPANY	PA Department of Human Services Bureau of Policy, VENDOR Unit (LIHWAP) P.O. Box 2675 Harrisburg, PA 17105 Fax: 717-231-5516 Phone: 877-537-9517
PRINTED NAME	
SIGNATURE	
TITLE	
EMPLOYER IDENTIFICATION NUMBER (EIN)	

Return this signature page with proof of EIN on IRS letterhead by one of these methods:

- Scan and email to RA-LIHWAPVENDORS@pa.gov
- Fax to 717-231-5516
- Mail to LIHWAP Vendor Agreement, P.O. Box 2675, Harrisburg, PA 17106-2675