



## Low Income Household Water Assistance Program Vendor Agreement

**PURPOSE:** This Agreement (“Agreement”) between the State of Nebraska, Department of Health and Human Services, (“DHHS”), and the [ \_\_\_\_\_ ] (“Vendor”) shall govern the purchase of water services from the Vendor on behalf of households eligible for the Low Income Household Water Assistance Program (LIHWAP). The federal funds will be used to assist eligible households with arrearages, rates and fees associated with reconnection or prevention of disconnection of service, and rate reduction for such services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations per General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants and LIHWAP [supplemental terms and conditions](#). Expenditure of LIHWAP funds is governed by the Notice of Award, Nebraska’s approved LIHWAP state plan, and the requirements of the Administration for Children and Families Office of Community Services.

### 1. DURATION

- 1.1 **Term.** This Agreement shall be in effect beginning on the date that DHHS notifies the Vendor that they have been approved for enrollment. The Agreement shall not bind, nor purport to bind, DHHS for any commitment over the original Agreement period.
- 1.2 **Modifications.** All modifications to this Agreement shall be in writing and agreed upon by both parties.
- 1.3 **Termination.** This Agreement will terminate effective immediately upon a determination by DHHS 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.
  - 1.3.1 Either DHHS or the Vendor may terminate this Agreement with or without cause and without cost by giving the other party at least 30 calendar 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.

### 2. RESPONSIBILITIES

- 2.1 **DHHS.** DHHS shall:
  - 2.1.1 Equitably provide outreach activities to potentially eligible households.
  - 2.1.2 Based on established criteria, determine household eligibility promptly for LIHWAP.
  - 2.1.3 Provide the household notification of approved services.
  - 2.1.4 Review utility account documentation. DHHS will request additional documentation or clarification of charges as needed. No payment will be made without all required documentation of charges.
  - 2.1.5 Provide payment to the Vendor for eligible households after receipt of all required documentation for services rendered, according to this Agreement, and upon full compliance by the Vendor with the terms herein.
  - 2.1.6 Issue payments to the Vendor by Electronic Funds Transfer (EFT). Payments will be issued in a lump sum. DHHS will identify to the Vendor each eligible customer on whose behalf DHHS will make payment for water services, and the payment amount each customer is eligible to receive. The Vendor will be notified of payment details via the email address provided by the Vendor.

The detailed payment information will arrive via e-mail two (2) to three (3) days after payment is issued or via mail five (5) to seven (7) days after payment is issued.

- 2.1.7 Comply with all relevant state and federal laws and regulations, the Notice of Award, terms and conditions set forth by the Administration for Children and Families, program policies, and Nebraska's approved LIHWAP state plan in the implementation of LIHWAP.
  - 2.1.8 Establish such fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state per all relevant state and federal laws and regulations, the Notice of Award, terms and conditions, program policies, and Nebraska's approved LIHWAP state plan, including procedures for monitoring the assistance provided under this title.
  - 2.1.9 Monitor a portion of the Vendors to ensure compliance with the Vendor Agreement and program policies. By signing the Vendor Agreement, Vendors agree to be periodically monitored and provide necessary monitoring information when requested.
  - 2.1.10 Provide the Vendors selected for compliance monitoring with a LIHWAP Monitoring Report to describe the information needed.
- 2.2 Vendor. The Vendor shall:
- 2.2.1 Provide DHHS a copy of the Employer Identification Number document or Social Security card which was issued to the Vendor and which displays the number used by the IRS as the Vendor's tax identification number. Notify DHHS immediately when the tax identification number is changed. A new W-9 form must be completed and returned to DHHS.
  - 2.2.2 Provide DHHS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to: address; account holder name; account number; line item accounting of amount owed and service it is owed for, water burden, payment history; how the LIHWAP payment was applied; and the impact of the payment.
  - 2.2.3 Notify DHHS within ten (10) days when: the name of the company; ownership of the company; contact person; contact or billing information; services to be provided; or service coverage area changes.
  - 2.2.4 Notify DHHS within ten (10) days if a LIHWAP payment is made for a customer residing in the Vendor's service area but with incorrect account information.
  - 2.2.5 Notify DHHS if the business owner or another key employee is employed by DHHS, as well as if a member of his or her immediate family is employed by DHHS. Immediate family is a spouse or other person who resides in the same household as the owner and is a dependent of the owner.
    - 2.2.5.1 DHHS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Vendor from providing LIHWAP services to a designated locality(s).  
Conflict of interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.
  - 2.2.6 Not serve as the Vendor for a household in which he or she is a current recipient of assistance from LIHWAP. Current is defined as during the present federal fiscal year.
  - 2.2.7 Not serve as the Vendor for a dwelling or property that he or she owns.
  - 2.2.8 Apply LIHWAP payments to the approved services for the LIHWAP eligible households identified by DHHS. Provide the services to each eligible and approved residential household for which payment is provided under LIHWAP.
  - 2.2.9 Charge LIHWAP households using the Vendor's normal billing process the difference between the actual amount due and the amount of the payment made with LIHWAP funds.
  - 2.2.10 Charge LIHWAP eligible households the same price for services that are charged to non-eligible households, as determined by the Vendor approved rate-setting process.
  - 2.2.11 Not treat LIHWAP eligible households adversely because of such assistance under applicable provisions of state, territorial or tribal law, or public regulatory requirements.

- 2.2.12 Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- 2.2.13 Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- 2.2.14 Accept payment guarantees from DHHS to restore services and eliminate arrearages. The Vendor must immediately apply payment guarantees to the customer accounts for the appropriate services.
- 2.2.15 Within 1 business day of receipt of the payment guarantee inform DHHS of the following: the payment guarantee was applied to the customer account; the new balance; and whether reconnection occurred or disconnection was alleviated.
- 2.2.16 Not terminate water service to an eligible customer covered by this Agreement except under the conditions set forth in the Nebraska Rev. Stat. §§ 70-1603 through 70-1614.
- 2.2.17 Identify LIHWAP payments made for eligible household accounts as payment received from the LIHWAP.
- 2.2.18 Provide a statement to LIHWAP households indicating the cost of home drinking water and/or wastewater services provided.
- 2.2.19 Maintain any credit amount, on the designated account, as a credit until used by the customer for water services or the customer ends service with the Vendor.
- 2.2.20 Transfer any credit balance to the new account, within thirty (30) days, if the customer moves and remains with the same Vendor.
- 2.2.21 Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- 2.2.22 Return to DHHS within thirty (30) days of service ending any credit balance of LIHWAP funds.
- 2.2.23 Return to DHHS within thirty (30) days any LIHWAP payment for a customer not residing in the Vendor service area.
- 2.2.24 Return to DHHS within thirty (30) days of Vendor closing or being sold any LIHWAP credit balance. Funds may not be transferred to another Vendor.
- 2.2.25 Returned funds must be remitted to DHHS – Accounting PO Box 94906 Lincoln, NE 68509-9947.
- 2.2.26 All funds returned to DHHS must include the following:
  - 2.2.26.1 Name of client the payment was issued for;
  - 2.2.26.2 Client ID number the payment was issued for;
  - 2.2.26.3 Address and city the payment was issued for;
  - 2.2.26.4 Account holder's name the payment was issued for;
  - 2.2.26.5 Account number the payment was issued for;
  - 2.2.26.6 Date the original payment was posted to the account;
  - 2.2.26.7 Reason funds are being returned; and,
  - 2.2.26.8 Amount of funds being returned for each account.
- 2.2.27 Maintain current records and comply with any state or local regulations required for service provision.
- 2.2.28 Cooperate with any federal, state, or local investigation, audit, or program review. The Vendor shall allow DHHS representatives access to all records relating to LIHWAP households for compliance verification with this Agreement.
- 2.2.29 Understand that failure to cooperate with any federal, state, or local investigation, audit, or program review may result in immediate disqualification from participation in LIHWAP.
- 2.2.30 Take corrective action in the time frame specified by DHHS if violations of this Agreement are discovered. Corrective action may include but is not limited to providing detailed documentation of the changes made and detailed plans for future changes that will bring the Vendor into compliance.

- 2.2.30.1 Understand that failure to implement corrective actions may result in immediate disqualification from participation in the LIHWAP.
  - 2.2.31 Collect and provide data within the time frame specified by DHHS and in the format requested by DHHS. The data must be provided to DHHS (or an authorized agent of DHHS) for verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application will authorize the Vendor to release this information to DHHS.
  - 2.2.32 Retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until litigation, claim, negotiation, audit, or other action involving the records has been completed, if it was initiated prior to the expiration of this five (5) year period. These records may be used for a variety of program purposes including: program planning; program capacity building; assessing the impact of LIHWAP and other benefits on low-income households; and supporting funding decisions.
  - 2.2.33 Provide at no cost to DHHS, in the format requested:
    - 2.2.33.1 Written account information, including: account number; address; accountholder name; and other household-specific information.
    - 2.2.33.2 Written information regarding the household's home drinking water and/or wastewater usage, current balance and itemized charges, bill payment history, and arrearage.
    - 2.2.33.3 Immediate written confirmation that the payment guarantee was applied to the household account, inform of the new balance, and inform whether reconnection occurred or disconnection was alleviated.
    - 2.2.33.4 Other data as requested.
  - 2.2.34 Complete the Vendor Monitoring Report and supply the report and supporting documentation to DHHS within five business days of the request when selected for compliance monitoring.
- 2.3 **JOINT DUTIES.** Both the Vendor and DHHS shall:
- 2.3.1 Meet as needed to discuss any issues, recommendations, unmet needs, and lessons learned.

### 3. CONDITIONS

- 3.1 **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.
- 3.2 **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. The Vendor shall not discriminate against a LIHWAP eligible household concerning terms, deferred payment plans, credit, conditions of sale, deposit, water rate, including service charges, reconnection charges payment plan arrangements, or discounts offered to other customers. The Vendor shall comply with all LIHWAP regulations, state and federal statutes and regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.
- 3.3 **Confidentiality.** The Vendor agrees that any information and data obtained related to households shall be collected and held confidential, during and following the term of this Agreement. Household information shall not be disclosed without the individual's and DHHS's written consent and only per 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 DHHS of any breach or suspected breach in the security of such information. The Vendor shall allow DHHS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- 3.4 **Subcontracts.** DHHS reserves the right to require the Vendor to obtain permission to subcontract any portion of the work. If requested by DHHS, the Vendor shall furnish DHHS with the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain

liable for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

- 3.5 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 DHHS or knowingly allowing others to do so; intentional failure to notify DHHS 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 under an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled under the terms of this Agreement and all applicable rules, regulations, laws, and statutes. Repayment must be made unless contrary to a court order.
- 3.6 Non-fraud overpayments. For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to DHHS.
- 3.7 Reporting fraud. The Vendor agrees to report any known fraud activity by the household to DHHS. This may include but is not limited to the following:
  - 3.7.1 The LIHWAP participant not disclosing all income.
  - 3.7.2 The LIHWAP participant not using awards appropriately.
  - 3.7.3 The LIHWAP participant not giving truthful information.
- 3.8 Business practices. The Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. No Vendor may participate in LIHWAP in any capacity or be a recipient of federal funds designated for this program if the provider has been debarred or suspended or otherwise found to be ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.)
- 3.9 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.
- 3.10 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 executing this Agreement.
- 3.11 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.

The parties to this Agreement acknowledge the information, specified above, and will provide the accomplishment of this service in a mutually acceptable and efficient manner.

Vendor Name: \_\_\_\_\_

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Signature of Authorized Representative for Vendor

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Printed Name/Title of Representative for Vendor

Date

