

**Low Income Household Water Assistance Program (LIHWAP)
Water and Wastewater Vendor Agreement
By and Between**

_____ **County Department of Social Services/Human Services**
and
_____ **[INSERT NAME OF WATER PROVIDER]**

The undersigned Water Provider agrees to participate in the Low Income Household Water Assistance Program (LIHWAP) for the effective 12- month period beginning on (date) _____ through (date) _____ .

The undersigned _____ County Department of Social Services/Human Services (County DSS) will pay to the undersigned Water Provider a portion of the home water or wastewater costs of households eligible to receive such assistance. Payment amounts are determined by individual household needs. Eligible households must have a household income at or below the 150% Federal Poverty level and water services have been disconnected, in jeopardy of disconnection, or have a current bill. Households that receive benefits through the Low Income Home Energy Assistance Program (LIHWAP), Supplemental Nutrition Assistance Program (SNAP), Food and Nutrition Services benefits (FNS) and Temporary Assistance for Needy Families (TANF) will automatically be eligible. The following variables will be used to determine the benefit amount: income, household size, household drinking water burden or household wastewater burden.

The undersigned Water Provider agrees, as conditions of participation in the program, to the following:

1. Follow Low-Income Water Assistance Program (LIHWAP) policies and procedures located in the NC LIHWAP Policy Manual.
2. Provide water and/or wastewater services to each eligible and approved residential household for which payment is provided under LIHWAP; and
3. Restore water services upon payment; and
4. Comply with all North Carolina laws, regulations or other requirements regarding disconnects pertaining to the supply of home drinking water and/or wastewater services for residential use; and
5. Negotiate for continuation or reconnection of service to households determined eligible for LIHWAP benefits; and
6. Collaborate and do everything possible to ensure the customer has continuous access to home water service; and
7. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process; and
8. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds; and
9. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts; and
10. Not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers; and
11. To credit the entire LIHWAP payment to a household's account immediately upon receipt of payment from the County DSS, regardless of whether the payment results in a credit on the account; and
12. To provide documentation such as payment confirmation or updated bills of home water and wastewater supplied to certified households under LIHWAP as may be required by the County DSS to verify funds were applied to the correct accounts; and
13. To provide upon request and at no cost to the County DSS or the household, information on an applicant's home water and wastewater costs, bill payment history, or arrearage history for the last 12- month billing period; and
14. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the AGENCY, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year 2022; and
15. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit; and
16. Cooperate with any Federal, State, or local investigation, audit, or program review The Vendor shall allow AGENCY representative access to all books and records relating to LIHWAP households for purposes of compliance verification with the Agreement; and

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Economic and Family Services

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17. LIHWAP funds shall only be applied to open accounts. If an account is closed, the Water Provider must return **all** funds to the County DSS. LIHWAP funds cannot be applied to a closed account with remaining balance.

Termination of the Agreement:

1. Termination of this Agreement may occur by either party terminating its duties under this Agreement upon provision of thirty (30) calendar days written notice to the other.
2. This Agreement will terminate immediately should the Water Provider supply false information or attempt to defraud the State, the County DSS, or the eligible household. In such cases, no additional reimbursement will be made to the Water Provider unless and until such matters are resolved and the Water Provider is exonerated of wrongdoing.

Company Name

Print Name of County

Print Name of Water Provider Representative

Print Name of County DSS Director

Signature of Water Provider Representative

Signature of County DSS Director

Date

Date

Print Mailing Address

Print Mailing Address

Print City, State, Zip Code

Print City, State, Zip Code

Telephone Number

Telephone Number

Provider Federal ID Number (FEIN) or SSN