



Rhode Island Department of Human Services
25 Howard Avenue, Louis Pasteur Building, Cranston, RI 02920

2022-2023 Rhode Island LIHWAP Contractor Agreement

The purpose of this Contractor Agreement (hereinafter referred to as the "Agreement") is to establish the terms and conditions of participation by Contractor of water and wastewater services in the **2022-2023 Low-Income Home Water Assistance Program ("LIHWAP")**. As set by Term Eleven in the Supplemental Terms and Conditions issued by the Administration for Children and Families ("ACF"), Office of Community Services ("OCS") for LIHWAP, Federal funds awarded under this grant shall be used as 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. The conditions referenced in this Agreement apply to water and wastewater services provided to households eligible for the Rhode Island Low-Income Household Water Assistance Program.

This Agreement is a contract between the RI Department of Human Services (hereinafter referred to as "the Department"), and the _____ (hereinafter referred to as "the Contractor") for the provision of water bill payments to assist low-income households with water and wastewater reconnection or prevention of disconnection of service and reduction of ongoing services.

The parties acknowledge that this Agreement and the services provided by the Contractor are governed by and subject to all federal and state laws and regulations governing LIHWAP, including but not limited to the LIHWAP Supplemental Terms and Conditions.

PART I: AGREEMENT TERMS, MODIFICATIONS AND IMPORTANT DATES

This Agreement shall be in effect from **the date the last party signs the Agreement through September 30, 2023**. The Agreement shall not bind, nor purport to bind, the Department for any commitment in excess of the original Agreement period. Any and all modifications to this Agreement shall be in writing and agreed upon by both parties.

This Agreement will terminate effective immediately upon determination by the Department that the Contractor is not in compliance with the terms of this Agreement. Either the Department or the Contractor may terminate this Agreement with or without cause and without cost by giving the other party at least thirty (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.

Important dates are provided below:

March 28, 2022	Target 1 st day for application: First day for acceptance of drinking water/wastewater bills that can be paid by the program.
September 15, 2023	*Last day that a household can apply to establish its eligibility for benefits.

September 30, 2023	*Last day a household can submit drinking water/ wastewater utility bills.
October 30, 2023	**Community Action Agencies must receive refunds from water and wastewater contractors. Refunds must include identifying information including the client's name, service address, and the date the Contractor was notified of the grant.

* Subject to change, depending on availability of LIHWAP funds.

** Subject to change, if LIHWAP funds are exhausted prior to September 30, 2023, Contractor will be notified by Agency and have 45 days to send any refunds.

PART II: CONTRACTOR INFORMATION

Water and Wastewater Utility Information Form

Company Name:	Doing Business As (DBA), if applicable:
Contractor Legal Name (as used on Federal Tax Return for Business):	Company Owner Name, if applicable:
Type of Entity: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government Entity <input type="checkbox"/> Trust <input type="checkbox"/> Estate Utility: <input type="checkbox"/> Investor Owned <input type="checkbox"/> Municipal <input type="checkbox"/> Cooperative <input type="checkbox"/> Limited Liability Company (LLC) Is the LLC incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Single Member or <input type="checkbox"/> Multiple Member	Taxpayer Identification (ID) Number: <hr/> <input type="checkbox"/> Social Security Number (SSN) <input type="checkbox"/> Employer Identification Number (FEIN) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)
Program Primary Contact Name/Title:	Telephone Number:
Office Physical Address:	Mailing Address for Correspondence:
Email Address:	Office Fax Number:
Contact Name/Title Regarding Payments:	Telephone Number Regarding Payments:

Mailing Address for Payments:	Email Address Regarding Payments:
Indicate the type(s) of service provided and billed by Contractor in pursuant to this Agreement:	
<input type="checkbox"/> Water Fees <input type="checkbox"/> Wastewater/Sewer Fees <input type="checkbox"/> Other _____	

LOCALITIES SERVED: Please indicate which cities and towns you serve in Rhode Island.					

Role of Community Action Agencies

The Department is administering the Low-Income Household Water Assistance Program (LIHWAP) in conjunction with the Community Action Agencies in Rhode Island. The responsibilities of each Community Action Agency (hereinafter referred to as “the Agency”) are:

1. Enter into contract with the Department to implement the Low-Income Household Water Assistance Program to accept and process applications, determine eligibility according to standards set by the Department, communicate with applicants and Contractors, and disburse payments using funds invoiced from the Department.
2. Accept and review client applications and determine eligibility of household for payments.
3. Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to Contractor.
4. Notify the Contractor of those households that have been approved for LIHWAP and the eligible amount via email, phone or an online portal hosted by Contractor. This notification must occur timely enough to avert disconnection of service, any additional charges, and ensure reconnection when appropriate.
5. Make payments in a timely manner to the Contractor on behalf of eligible household for the term of this agreement.
6. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the Agency.
7. Notify Customer and Contractor of the customer’s eligibility and total benefit amount.
8. Incorporate policies that assure the confidentiality of eligible household’s usage, balance, and payments.
9. Notify Department of special cases needing review for possible program exceptions, such as but not limited to tenants not having running water due to absentee landlord or landlord not paying water and wastewater services causing shutoff or threat of services being disconnected. Any and all exceptions to

LIHWAP qualification guidelines must sent in writing to be reviewed case by case basis and may be authorized for assistance by Department.

10. Upon request of Contractor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

PART III: GENERAL PROVISIONS FOR WATER AND WASTEWATER CONTRACTORS

Full Name of Contractor

Enter the Full Legal Name of Business

hereinafter referred to as "Contractor," does hereby agree that it and any and all of its trade name(s) and DBA(s) shall:

Comply with all applicable federal, state, and local government standards, licensing and permit laws and ordinances, and such other requirements as are necessary for the lawful providing of services required of the Contractor under the terms of this Agreement and to adhere to any duly issued administrative directives of an authorized Agency, which for purposes of this Agreement shall mean an Agency authorized by the Rhode Island Department of Human Services to perform LIHWAP intake and to administer LIHWAP payment to Contractors.

I, _____, as an authorized agent for

_____ (Contractor), hereby agree to the conditions listed below and therefore agree to participate in the Low-Income Household Water Assistance Program (LIHWAP) which is administered by Department:

Terms and Conditions:

1. Provide the Department and Agency a copy of the Employer Identification Number document or Social Security card which was issued to the Contractor, and which displays the number used by the IRS as the Contractor's Tax Identification Number.
2. Provide the Department and Agency 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 bills, payments, and services.
3. Notify the Department within 10 business days of any and all changes to its company name, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage areas.
4. Not to treat adversely or discriminate against a LIHWAP eligible household that receives assistance payments, including but not limited to service and payment terms, deferred payment plans, credit, conditions of service or discounts offered to other customers.
5. Extend to water and wastewater assistance customers any and all prompt payment discounts afforded other customers and provide that the beginning of the discount period commences upon the date of the Contractor's presentation of the bill to the Agency.
6. To legibly post on all invoices at a minimum the client's name, service address, client account number, usage dates, usage amounts, previous meter reading amount and the current meter reading amount.
7. Collaborate with Agency to the extent practicable to ensure households determined eligible for LIHWAP benefits have continuous access to water and/or wastewater services.
8. That payment under the LIHWAP program is guaranteed only for those applicants that are authorized by the Agency. In order to guarantee program payment for customers, the Contractor must receive oral or written notification from the Agency.

9. Post all payments to customers' accounts within 3-5 business days. Note: LIHWAP payment may be used to pay past due and/or outstanding balances for customers whose accounts are currently open/active, and the household is approved for LIHWAP assistance.
10. Provide water and/or wastewater services to each eligible and approved residential household for which payment is provided under LIHWAP.
11. LIHWAP may pay up to one (1) service restoration per household during the program term. Restoration payment may be made to include past arrearages up to a maximum of five hundred dollars (\$500.00). Payment for additional restorations will be the responsibility of the participating household.
12. That contractors who accept LIHWAP payments to restore or prevent disconnection, or reduce arrearages, shall ensure that the household's water service is maintained until the subsequent billing period.
13. Notify the Department and/or Agency of any household situation that threatens life, health, or safety.
14. Not exchange the household's credit authorization for cash or give cash equivalent for excess credit. Any excess funds must be returned to the Agency within forty-five (45) days of the end of the program term.
15. Allow inspections by the Department or an agent of the Department of any Contractor records deemed necessary by the Department or said agent for verification of the accuracy and legitimacy of invoices, including, but not limited to, rates for services.
16. Agree that in case of a disputed invoice, the Department reserves the right to withhold payment until resolution of the matter.
17. Submit this properly executed Agreement to be included on the Approved Contractor List.
18. Submit verification of your registration with the State of Rhode Island for your company and all DBA's, in accordance with State of Rhode Island General Laws. The verification (s) must be attached to your completed Agreement.
19. Agree that the LIHWAP payments for crisis grants will be determined by the intake Agency and based on priority level needs.
20. Agree that the LIHWAP payments for non-crisis grants will be determined according to the availability of LIHWAP funds after emergency grants are granted.
21. For grants, agree that payment under LIHWAP is guaranteed only for the amount authorized by the Agency.
22. To provide to the Department, Agency, or customer, upon written request, the account history for LIHWAP recipient households serviced by the Contractor for the previous twelve (12) months, or the available account history plus estimates if less than 12 months of billing history is available. This information shall be provided for the purpose of determining customer benefit. This information shall be provided to Department, Agency and/or LIHWAP applicant at no cost.
23. Agree that eligible water and wastewater assistance customers, at their discretion, may change Contractors during the program term. In this event, any remaining balance of funds must be returned by the Contractor to the Agency within forty-five (45) days.
24. To notify the authorized Agency of any water and/or wastewater assistance client who moves out of the Contractor's service area or into a new residence within the service area. The Contractor must return the funds within forty-five (45) days to the authorized Agency of the close of the drinking water or wastewater service account.
25. Agree that the completion of this Agreement obligates the Contractor to all terms and conditions, as detailed herein, for the 2021-2023 water and wastewater assistance program years and that failure to comply with any of these terms and conditions may result in the Contractor's suspension from the program for the remainder of the program term.
26. Agree to safeguard the use, publication, and disclosure of information on all clients who receive services under this program in accordance with all applicable federal and state privacy and confidentiality laws.
27. Agree that Contractors requesting to withdraw from participation in the 2021-2023 water assistance program must do so in writing to the LIHWAP, Department of Human Services, 25 Howard Avenue, Building 57, Cranston, RI 02920. If removal is so requested, the Contractor will be suspended from

participation in the programs for the remainder of the program term. The Agency will notify the Contractor's water assistance customers. No further authorizations will be issued to the withdrawn Contractor during the remainder of the program term.

28. Not be obligated to accept new water and/or wastewater assistance customers. However, if a Contractor agrees to accept new water and/or wastewater assistance customers, the Contractor is not permitted to require a credit report as a condition of acceptance. Contractors may request credit reports in situations where a water and/or wastewater assistance customer is seeking credit for future service not paid for by LIHWAP.
29. To maintain, manually or electronically a separate account for each client on whose behalf any LIHWAP funds are accepted. This account must be maintained in such a way to facilitate prompt and complete reporting to the Department or its authorized agent. The Contractor must maintain a record of the Agency from whom payments and confirmations are accepted.
30. Agree to retain all records related to the participation in the program, maintain an accounting system and supporting fiscal records to audit for a period of three (3) years from the end of the grant period.
31. Cooperate with any Federal, State, or local investigation, audit, or program review. The Contractor shall allow the Department access to all books and records relating to LIHWAP households for the purpose of compliance verification with this agreement.
32. Understand failure to cooperate with any Federal, State or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
33. Any unused funds remaining on a client's account as of September 30, 2023 must be returned to the authorized Agency no later than November 15, 2023. Any unused funds returned must include the client's name, the service address, and the date the Contractor received notification that the funds were approved for the client.

Fees and Additional Charges

Disconnection, restore service, late fees and usage rate fees may be charged to a client's LIHWAP grant. Additional fees not charged to regular customers may not be charged to LIHWAP recipient based on participation of program.

Payments and Credits

1. Contractor agrees to begin reconnection of water and wastewater services for LIHWAP eligible LIHWAP crisis grant assistance on receipt of the written confirmation letter, confirmation list from the and/or verbal communication from Agency with benefit amount the LIHWAP recipient has been approved. This notice will certify the client's acceptance into the LIHWAP program and authorizes the amount of water assistance the client will receive.
2. Contractor agrees to apply credits to those households that have been approved for LIHWAP for the eligible amount sent via email, and/or phone by Agency. This notification must occur timely enough to avert disconnection of service, any additional charges, and ensure reconnection when appropriate.
3. If no change occurs in the household of the LIHWAP recipient and the recipient retains the same supplier with an active account, the credit balance of LIHWAP funds remains with Contractor until exhausted.
4. In the event there is a balance of LIHWAP funds remaining on an account and the account becomes inactive, the balance of the funds is to be returned, by check, to the Agency. The return check shall include customer name, account number, address, and original date of LIHWAP grant.
5. Contractor shall not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.

6. Contractor shall not apply LIHWAP payments to commercial accounts. LIHWAP payments can only be applied to residential accounts.
7. All Contractors are required to review the Agency payment list for accuracy of LIHWAP payments. In the event a payment is made in error, the Contractor shall contact Agency within 30 days of receipt of payment.
8. Contractors Agree not to discriminate against any LIHWAP client regarding terms and conditions of service.

PART V: CERTIFICATIONS

Suspension, Debarment, and Penalties

The Department reserves the right to suspend for any period or disbar any Contractor for a violation of this Agreement or failure to deliver services in a timely manner and to amend this Agreement as necessary to comply with federal or state laws or regulations to achieve an efficient program and administration.

By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or Agency.
- b. Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of deferral state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- c. Have not within a three-year period preceding Agreement had one or more public transactions (federal, state, local) terminated of cause or default.

Where the Contractor is unable to certify to any of the above statements in this Certification, such Contractor shall attach an explanation of the reasons to its Agreement.

Nondiscrimination Notice

In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), the R.I. DHS and its delegate agencies and Contractors do not discriminate on the basis of race, color, national origin, handicap, or age in admission or access to treatment or employment in, their program or activities. Deirdre Weedon, LIHWAP Coordinator, has been designated to coordinate the efforts of these entities to comply with the U.S. Department of Health and Human Services regulations (45C.F.R. Parts 80, 84, and 91) implementing these Federal Laws.

Disclosure

The use or disclosure by any party of any information concerning a recipient of the services hereunder for any purpose inconsistent with the responsibilities and/or official duties of DHS or Contractor under this

Agreement or applicable provision of law is prohibited, except on written consent of the other party and the recipient, his attorney, or, if he be under the disability of infancy or insanity, his responsible parent, guardian or legal representative.

Fraud

The Contractor will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to the Agency and/or Department or knowingly allowing others to do so; intentional failure to notify the Agency and/or Department of a change in circumstances that affects payments received by the Contractor; intentionally accepting payments that the Contractor knows, or by reasonable diligence would know, the Contractor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Contractor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made within forty-five (45) days upon such finding unless contrary to a court order.

Audits and Investigation

The Contractor will keep records showing at a minimum the following:

1. Name and address of each household who received LIHWAP assistance payments.
 2. All service bills, including usage records.
 3. Amount of assistance to each household.
 4. Source of payment.
1. Contractor agrees to permit and cooperate with Federal and/or state audits and/or investigations undertaken in accordance with the Low-Income Household Water Assistance Program supplemental terms and conditions, Audits and/or investigations authorized by the Department, and any state investigation undertaken to ensure program integrity.
 2. Contractor agrees to respond to any communication or correspondence from any Agency or the Department within five (5) business days and provide reasonable accommodations for onsite case reviews.
 3. Contractor agrees to cooperate with the Department in establishing a mutually acceptable timeframe within which the Contractor will provide information to the Department.
 4. Contractor agrees to take corrective actions in the timeframes designated by the Department if violations of the Contractor Agreement are discovered by the Department. Corrective actions may include, but are not limited to:
 - a. Reviewing all customer accounts that receive LIHWAP benefits for the program term 2021-2023.
 - b. Crediting customer accounts in accordance with audit findings,
 - c. Providing the Department with full accounting and/or correcting customer accounts.
 - d. Providing detailed plans for future companywide changes that will bring the Contractor into full compliance with program policy and deadlines for the implementation of those changes.
 5. Contractor agrees to support an accounting system and maintain fiscal records adequate to audit for a period of not less than three (3) years after the end of the program and will otherwise verify the proper disbursement of LIHWAP funds.

Terms of Agreement

This Agreement begins on the date that the last party signs this Agreement, which is the Effective Date. This Agreement shall remain in effect through the term of the grant, which is September 30, 2023, unless superseded by another agreement or terminated by either the Contractor or the Department. Termination shall be accomplished by notice in writing to by either party to the other at least thirty (30) days from date of termination.

The provisions of this agreement cannot be altered by the Contractor. Any changes made to the agreement by the Contractor will render the signed agreement invalid.

The Department reserves the right to deny participation in the program if a contractor fails to comply with the conditions specified in this agreement. The Department will terminate this Agreement in writing and case making further payments under the program to the Contractor in the event that the Contractor violates any material provision of the Agreement.

Termination by either party shall not discharge any obligation owed by either party to the other or to eligible households if such obligation was incurred during the effective period of this Agreement.

PART VI: ACCEPTANCE OF CONTRACTOR AGREEMENT

I hereby declare that I have read and understand this LIHWAP Contractor Agreement and agree to comply with all of its terms and conditions:

Signature _____ Date _____
Authorized Agent of Contractor

Print _____
Authorized Agent of Contractor

APPROVAL BY RI DEPARTMENT OF HUMAN SERVICES	
Signature _____	Date _____
Authorized DHS Representative	
Print _____	
Name of Authorized DHS Representative	

**PLEASE RETURN SIGNED AND COMPLETED AGREEMENT
ALONG WITH ALL SUPPORTING DOCUMENTATION TO DHS BY FEBRUARY 14, 2021**

By E-mail: Kelia.Bravo@dhs.ri.gov

By Mail: RI Department of Human Services, LIHWAP
Attn: Kelia Bravo
25 Howard Ave, Bldg. 57
Cranston, RI 02920

***Please note that DHS cannot accept faxed Agreements.

The following documents must accompany this signed Agreement:

- Copy of EIN or SSN