

**LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM  
WATER PROVIDER AGREEMENT**

**PURPOSE.** The purpose of the Low Income Household Water Assistance Program (“**LIHWAP**”) Water Provider Agreement (“**Vendor Agreement**”) is to provide a grant for emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services, said services herein collectively referred to as “**Water Services**”.

The Water Services Provider identified below, agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Vendor continues to provide Water Services. The Water Assistance Provider identified below, agrees to make payments only for eligible LIHWAP clients.

**PARTIES.** This Vendor Agreement is by and between:

\_\_\_\_\_  
Water Assistance Provider (“**Agency**”)

\_\_\_\_\_  
Water Services Provider (“**Vendor**”)

The Agency and Vendor are each a party to this Vendor Agreement and herein each referred to as “**Party**” or collectively referred to as “**Parties**”.

**SERVICE AREA.** Vendor and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

\_\_\_\_\_  
\_\_\_\_\_

**WATER SERVICES.** Water Services provided and billed by Vendor:

- Water Fees
- Stormwater Fees
- Wastewater
- Sewer Fees
- Groundwater Fees
- Other: \_\_\_\_\_

**TERM.** This Vendor Agreement shall be effective from \_\_\_\_\_, 20\_\_\_\_, and shall terminate on the earlier date of \_\_\_\_\_ or September 30, 2023. Either of the Parties may terminate this Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

**NOTICE.** Notice shall be sent via certified mail to the addresses below with return receipt requested.

Vendor: \_\_\_\_\_  
(Vendor Name)

\_\_\_\_\_  
(Vendor Mailing Address)

\_\_\_\_\_  
(Vendor Certificate of Convenience and Necessity # (“**CCN**”))

Agency: \_\_\_\_\_

(Agency Name)

\_\_\_\_\_  
(Agency Mailing Address)

**AGENCY REPRESENTATIONS.** The Agency represents and warrants to Vendor that it is an entity under contract with the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (“**TDHCA**”) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Vendor that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client’s current due water bill, known as “**Eligible Costs**” related to Water Services.

**VENDOR’S REPRESENTATIONS.** The Vendor represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client’s account related to Eligible Costs.

**AGENCY AND VENDOR ACKNOWLEDGEMENT.** Both Parties acknowledge that this Vendor Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

Both Parties acknowledge that TDHCA may select other entities to serve LIHWAP clients in the identified Texas Counties, and that Vendor shall not refuse to enter into other Agreements with these entities because of the existence of this Vendor Agreement.

**AMENDMENTS.** Any and all amendments to this Vendor Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

**VENDOR’S RESPONSIBILITIES.** Vendor will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP with no increases in charges, service charges, or other charges or fees affecting the total cost of the bill, except for increases approved by the Water Provider’s governing body applicable to all Water Provider’s customers.
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, nothing in this agreement requires the Vendor to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Vendor’s normal billing practices.

- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency thirty (30) days from the date of pledge for assistance payment to forward payment to the Vendor. Vendor agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned thirty (30) day period, and Vendor is provided with a verbal or signed pledge from the Agency within thirty (30) days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the eligible LIHWAP client will pay the balance owed Vendor and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- 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.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that 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.

- Vendor's application materials should include language that authorizes the Vendor to release the applicant's information as described below to the Agency, Texas Department of Housing and Community Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.
- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Vendor to release this information to the Agency.

**AGENCY RESPONSIBILITIES.** The Agency will:

- Accept written referrals for LIHWAP benefits by the Vendor, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Vendor. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Vendor without having adequate funds to pay such payments.
- Provide payment to the Vendor after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Vendor Agreement, upon full compliance by the Vendor with the terms herein within thirty (30) days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Vendor.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

**ASSIGNMENT.** Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding by TDHCA under a contract for Water Services by and between Agency and TDHCA. If funding for Water Services under said contract is not available to make payments to Vendor under this Vendor Agreement, Agency or TDHCA will notify Vendor in writing within a reasonable time after such fact is determined. Agency shall then assign its responsibilities under this Vendor Agreement to TDHCA by executing an assignment on a form approved by TDHCA. If an assignment under this provision is required, the Parties hereby agree to execute any and all instruments in order to facilitate the assignment of the Agency's responsibilities to TDHCA under this Vendor Agreement.

**CONFIDENTIALITY.** The terms of any confidential transaction under this Vendor Agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement).

Executed to be effective on \_\_\_\_\_.

**VENDOR:**

---

Authorized Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Typed Name of Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

(     )

---

Vendor Telephone Number \_\_\_\_\_

---

Vendor Email Address \_\_\_\_\_

**AGENCY:**

---

Authorized Agency Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Typed Name of Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

(     )

---

Agency Telephone Number \_\_\_\_\_

---

Agency Email Address \_\_\_\_\_