

## Low Income Household Water Assistance Program (LIHWAP)

**What:** The LIHWAP helps eligible households pay water and sewer bills to restore or maintain access to drinking water and wastewater services and is funded through two federal appropriations.

It is administered in the Commonwealth by the Department of Housing and Community Development (DHCD). Local service delivery is provided by 20 local administrating agencies (LAAs) that also administer the Low Income Home Energy Assistance Program (LIHEAP).

It is intended to restore service and pay toward arrearages of water and wastewater services in the federal fiscal year 2022 (October 1, 2021, through September 30, 2022).

**Who:** This program will serve income eligible customers who are directly billed for their service(s) *and* whose service has been either terminated for non-payment, or who have an arrearage. Though the program name includes *low income*, the income guidelines are broad, serving households who would not generally be considered low income. For example, a household of four can have an annualized gross income of up to \$78,751. The annualization of a household's income is almost always based on four weeks of a household's income. Refer to the attached income-eligibility-and-benefit-levels chart for an overview of potential benefits and income limits by household size.

**How:** One application serves as the application for both LIHEAP and LIHWAP programs. Households can apply online<sup>1</sup> or via appointment.

**Where:** Applications are taken by 20 local administrating agencies<sup>2</sup> (LAAs) that cover the entirety of Massachusetts.

**Vendor Notification and Billing:** Initially, each vendor will be required to sign a vendor agreement and complete a vendor information sheet, returning both to the LAA in order for their customers to be paid.

Eligible customer information will regularly upload to a vendor-specific online portal when a direct-billed water and/or wastewater service customer is determined to be LIHWAP eligible and has provided their vendor information. The vendor will be notified of the initial upload. The vendor will then need to enter whether the account is active; if inactive, is it the result of non-payment; whether the account is in arrears; and, if yes, what is the amount in arrears; and what are the services provided. Initially, only those accounts that are marked as in arrears will be paid. Any account holder/account number/service address mismatch will need to be corrected in order for a payment to be made.

Once the data is entered by the vendor, the LAA will send payment to the vendor within 30 days.

1. <https://toapply.org/MassLIHEAP>

2. <https://hedfuel.azurewebsites.net>



## **Low Income Household Water Assistance Program Information Sheet**

This serves as a brief introduction to a federally funded program to be operated locally by our agency, **Worcester Community Action Council**, to assist eligible households by providing a payment to their water and/or wastewater bills.

### **BACKGROUND**

The Low Income Household Water Assistance Program (LIHWAP) was funded as a one-year emergency assistance program by Congress. Nationally, \$1.138B is available for LIHWAP. Massachusetts was awarded \$19.3M. The federal grantor, the U.S. Department of Health and Human Services (HHS), set the order of priority for the program as follows:

- restore service to households whose water/sewer service has been terminated
- prevent termination for households with terminations notices
- serve households whose water/sewer account is past due (i.e., not current) but whose service is not terminated or in danger of termination.

The state grantor of LIHWAP, the Massachusetts Department of Housing and Community Development (DHCD), has worked with various stakeholders across the state to better understand the various water and sewer configurations and to devise a program to aid households in need. Stakeholders include the Massachusetts Water Works Association, the Department of Environmental Protection, and the Attorney General's Office as well as Low Income Home Energy Assistance Program (LIHEAP) agencies.

### **MASSACHUSETTS LIHEAP and LIHWAP APPLICATION**

The same agencies that operate LIHEAP, commonly known as Fuel Assistance or Home Energy Assistance, will work with local water and sewer providers to administer LIHWAP. One application acts as an application for the LIHEAP, LIHWAP and the weatherization programs. Questions concerning a household's water and sewer accounts and the status of the accounts were added to the FY22 LIHEAP application. The applicant must also sign the application to indicate their agreement with the declarations and authorizations for use of personal information listed on the back of the application. The declarations include permission to share water and sewer account information for certain reasons. LIHEAP applications will be accepted through May 13, 2022. For more information regarding LIHEAP, see <https://www.mass.gov/home-energy-assistance-programs>.

### **LIHWAP INCOME GUIDELINES AND BENEFIT**

The LIHWAP income eligibility guideline and benefit chart is attached. Though the name of the program indicates it is for low-income households, a four-person household can gross up to \$78,751 annually and be eligible for the program. Those households with income less than 125% of the federal poverty level (FPL) will receive a higher benefit. In addition, households whose arrearage is higher than the threshold listed in the chart will receive a supplemental benefit.

### **LOCAL AGENCY AND WATER AND/OR SEWER PROVIDER PARTNERSHIP**

Shortly, we will send water and sewer providers a required contract form to sign, which will provide details on requirements of both our agency and you, the provider. In addition to the contract, there will be a Vendor Information Sheet to be completed. The Vendor Information Sheet will ask about available

discounts, contact person information, etc. Once both the required contract and the Vendor Information Sheet are executed, we can begin making payments on behalf of eligible water/sewer customers. We have materials that explain both the LIHEAP and LIHWAP that can be provided to you as a bill insert for your customers. Please let us know if you are interested in this information.

### **INFORMATION OF ELIGIBLE LIHWAP HOUSEHOLDS**

We will notify water/sewer providers regularly of newly eligible customers. To simplify the secure exchange of customer information, there will be an authorized online portal where agencies and local providers will access customer information.

For the eligible LIHWAP households, we will need to know whether the customer account is active, whether it is in arrears; and, if in arrears, the arrearage amount; as well as additional information. Initially, payments will be made on customer accounts that have been terminated or are in arrears.

More guidance will follow. For example, there are a variety of items that will need to be addressed such as accounts for multi-unit homes occupied by eligible owners, billing name or account number mismatches, etc.

We look forward to working with you in assisting our mutual customers.

If you have any questions, please contact:

Kimberly Martinetty: 508.754.1176 x 128 or [kmartinetty@wcac.net](mailto:kmartinetty@wcac.net)

Judy LaJoie: 508.754.1176 x 129 or [Jlajoie@wcac.net](mailto:Jlajoie@wcac.net)

Mary Knittle: 508.754.1176 x 115 or [mknittle@wcac.net](mailto:mknittle@wcac.net)

Regards,

The Worcester Community Action Council LIHWAP Team



## CONTRACT FOR SERVICES

### BETWEEN THE Worcester Community Action Council and The Town of Paxton

This Vendor Contract ("Vendor Contract") is a contract signed between the **Worcester Community Action Council, Inc** (the "Agency"), and **The Town of Paxton** (the "Vendor") a private or public entity in the business of supplying water and/or wastewater related services to customers, for the provision of payments for water and/or wastewater services to assist low-income households with water and wastewater reconnection and ongoing services. This Vendor Contract shall govern the purchase of such water services by the Agency from the Vendor on behalf of households eligible for the Low Income Household Water Assistance Program ("LIHWAP" or the "Program").

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows.

#### 1. COMPLIANCE WITH LAWS:

The Vendor and Agency acknowledge that this Vendor Contract and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations and the federal Office of Community Services (OCS) supplemental terms and conditions: <https://www.acf.hhs.gov/sites/default/files/documents/LIHWAP%20Terms%20and%20Conditions%20for%20States.pdf>. The Vendor and Agency shall 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 OCS, the Massachusetts LIHWAP State Plan and any amendments thereto, the DHCD "LIHWAP Administrative Guidance for Program Operators," and any other written guidance that may be issued by OCS or DHCD. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP. Such notice may be distributed by email to the Vendor's identified contact in Section 4 of this Vendor Contract. The Vendor's obligations hereunder are subject to any overriding policy or directive of the MA Department of Public Utilities (DPU) or OCS.

As set by Term 11 in the OCS LIHWAP supplemental terms and conditions, federal LIHWAP funds 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 funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or prevention of disconnection of services, and rate reduction to eligible households for such services.

#### 2. TERM OF AGREEMENT:

Unless amended, this Vendor Contract shall be in effect from the date the completed, signed, and dated contract is received by the Agency and will remain in effect until October 31, 2022. The Vendor Contract shall not bind, nor purport to bind, the Agency for any commitment in excess of the original term of the contract.

#### 3. AMENDMENTS:

Any and all amendments to this Vendor Contract shall be in writing and agreed upon by all parties and shall require the prior written approval of DHCD. No written amendment will extend the term of the Vendor Contract beyond the dates stated in Article 2.

Required Attachments: LIHWAP Vendor Information Sheet



**4. VENDOR CONTACT PERSON:**

The Vendor shall notify the Agency within 7 business days if the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes. The Vendor shall provide at least one designated contact person at the level of supervisor or higher who shall be available to the Agency by telephone and electronic mail for purposes of responding to all reasonable inquiries from the Agency regarding the requirements of, and performance pursuant to, this Vendor Contract, including but not limited to bills, payments, and services. The designated person(s) shall be authorized to make payment agreements, stop terminations, and order the restoration of terminated service.

**The Vendor's designated contact person for handling LIHWAP questions and resolving LIHWAP issues:**

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**5. DISCRIMINATION:**

With reference to each of its LIHWAP customers determined by the Agency as being eligible under LIHWAP (Eligible Customer), the Vendor shall not discriminate against its LIHWAP customers, with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers. Further, 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 federal or state law relating to discrimination.

**6. CONFLICT OF INTEREST:**

The Agency reserves the right to evaluate whether 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.) In the event that there is a conflict of interest, the parties shall contact DHCD for more guidance.

**7. LIHWAP HOUSEHOLD ELIGIBILITY DETERMINATIONS:**

Those households currently eligible to potentially receive a LIHWAP payment should be uploaded by the Agency to the LIHWAP portal weekly, or as may be otherwise required by the DHCD "LIHWAP Administrative Guidance for Program Operators."

**8. PAYMENTS:**

The Vendor shall, with reference to each of its LIHWAP customers determined by the Agency as being eligible under the Program:

- A. Invoice the LIHWAP customer in accordance with the Vendor's established billing practice;
- B. The Vendor shall input the data requested within the program portal by the 15<sup>th</sup> of the month or the last day of the month. Refer to section 9 of this agreement if there are multiple water/sewer vendors servicing a household. The Vendor shall submit final billing by June 15<sup>th</sup> of the Program Year and return all

Required Attachments: LIHWAP Vendor Information Sheet

unexpended funds to the Agency upon termination of this Agreement or by no later than October 31, 2022;

- C. Charge the LIHWAP customer after application of payments received for the LIHWAP customer's account from the Agency not more than the outstanding balance;
- D. The Agency shall send payment of the invoice to the Vendor within 30 days of receipt, unless the Agency has not received sufficient funds from DHCD to make the payment, in which event payment shall be sent when the Agency receives sufficient funds from DHCD. The Agency may request additional documentation and/or clarification of charges as needed. No payment may be made without all required documentation/clarification of charges. In the event of a disputable invoice, the Agency reserves the right to withhold payment until the matter is resolved;
- E. Immediately upon commitment of payment from the Agency on behalf of a LIHWAP household, the Vendor shall restore water and/or wastewater services or continue water and/or wastewater services to the eligible and approved residential household. The Vendor shall maintain said services for at least one billing cycle upon payment or commitment, whichever is first;
- F. 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;
- G. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds, or paid with other third-party funds;
- H. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts;
- I. When possible, clearly enter, on LIHWAP households' bill, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the LIHWAP;
- J. Provide a statement to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided;
- K. Continually maintain accurate records of any LIHWAP credit balances and annually reconcile accounts;
- L. In the event there is a balance of LIHWAP funds remaining on an account AND the account becomes inactive, AND the Vendor is unable to locate the LIHWAP household, the balance of the funds is to be returned, by check, to the Agency in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year;
- M. After one year, any 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;
- N. The Vendor is required to regularly review payment records for accuracy of LIHWAP payments. In the event a payment is made in error, the Vendor shall immediately contact Agency; and
- O. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

**9. SECOND VENDOR:**

- A. In the event that there is a second Vendor, that Vendor would have to post their information by the next posting end date or the first Vendor may receive the full benefit, pursuant to the DHCD "LIHWAP Administrative Guidance for Program Operators." The posting dates are the 15th and the last day of the month. If the first Vendor posts before the 15th, the second Vendor must post their information by the end of the month to ensure they are paid. Or, if the first Vendor posts before the end of the month, the second Vendor must post their information by the 15th of the next month to ensure they are paid.
- B. Up to the full benefit may be paid to a Vendor if that Vendor provides both water and wastewater services and the service is terminated or in arrears.

Required Attachments: LIHWAP Vendor Information Sheet

- C. If water service is provided by one Vendor and wastewater service is provided by another, and only one of the two services is in arrears, a payment up to the full benefit may be made to the Vendor who the household has an arrearage with.
- D. If water service is provided by one Vendor and wastewater service is provided by another, and both services are in arrears and each arrearage exceeds half the benefit, half the benefit is paid to each vendor. However, if the arrearage of one bill is less than half the benefit and the other arrearage exceeds half the benefit, then the benefit left after paying the arrearage that does not exceed half the benefit will be paid toward the arrearage that exceeds half the benefit.

#### **10. VENDOR PORTAL AND ELECTRONIC NOTIFICATIONS:**

Unless waived for good cause by the Agency as approved by DHCD, the Vendor agrees to participate in the DHCD authorized, statewide automated electronic notification, and billing and payment processing format and the DHCD authorized electronic Vendor portal.

#### **11. CONFIDENTIALITY:**

Pursuant to M.G.L. c. 66A, M.G.L. c. 93H, M.G.L. c.93I, 201 CMR 17.00, and applicable state and federal laws, as holders of personal data the Vendor and the Agency agree to keep confidential and to safeguard the protection of any information and data obtained as to LIHWAP households, wherever obtained, and including data inadvertently provided during and following the term of this Vendor Contract. The Vendor is required to take all necessary steps to ensure the confidentiality and security of the personal information of LIHWAP households, with special attention to restricting access to, use of, and copying and disbursement of said personal information. The Vendor and Agency agree to not release any private LIHWAP data to any third party without written authorization from the subject of the data, or as required by federal or state law.

The Vendor shall not disclose to any individual or entity the LIHWAP household's participation in the program or personal data, except as authorized in writing by the LIHWAP household or the Agency for authorized LIHWAP purposes.

The Vendor will only use the personal information received from the Agency relating to LIHWAP households for the purposes of compliance with this Vendor Contract, and shall have no rights in or to the information other than the limited, revocable, and non-transferable right to use such information solely as required for the Vendor to meet its obligations under this Vendor Contract. The Vendor shall immediately notify the Agency of any breach or suspected breach in the security of such information, and will cooperate with the Agency and DHCD and will provide access to any information necessary to respond thereto. The Vendor shall allow the Agency to participate in the investigation of incidents.

#### **12. CORRECTIVE ACTION:**

If violations of this Vendor Contract are discovered, the Vendor shall take corrective action, as required by the Agency, and in the timeframe specified by the Agency. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance. The Vendor understands that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Required Attachments: LIHWAP Vendor Information Sheet

**13. TERMINATION OF AGREEMENT:**

Either the Agency or the Vendor may terminate this Vendor Contract with or without cause and without cost by giving the other party at least 60 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. In the event that the Agency determines that the Vendor is not in compliance with the terms of this Vendor Contract, this contract will terminate effective immediately and the Agency shall immediately cease making any further payments under LIHWAP to the Vendor. The Vendor will be notified in writing within 15 calendar days of the termination.

**14. DATA COLLECTION AND REPORTING:**

The Vendor agrees to provide, at no cost to the Agency or the LIHWAP household, the data requested below by or on behalf of the Agency, as set forth in the supplemental terms and conditions: <https://www.acf.hhs.gov/sites/default/files/documents/LIHWAP%20Terms%20and%20Conditions%20for%20States.pdf>. The data must be provided within a timeframe specified by the Agency and in the format requested by the Agency, for verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application authorizes the Vendor to release this information to the Agency.

The Vendor shall provide the following information:

1. The type of water service used by a LIHWAP household, i.e., drinking water, wastewater etc.; and
2. Confirmation of whether a LIHWAP household account is active, and if so, is it for non-payment; if the account is in arrears and, if so, what is the arrearage; whether a dollar usage threshold tied to the type of usage is exceeded; and to notify the Agency if the account number or account holder provided does not agree with their record.

The Vendor agrees to allow representatives of the Agency and the Commonwealth (including, but not limited to DHCD) upon reasonable notice, access to all of its books and records pertaining to the Vendor's accounts with LIHWAP households for the purpose of monitoring the Vendor's compliance with LIHWAP requirements and with this Vendor Contract.

**15. MONITORING AND REVIEW:**

DHCD reserves the right to monitor compliance with this Vendor Contract. The Vendor shall cooperate with any Federal, State, or local investigation, audit, monitoring, or program review; including but not limited to providing requested documentation within set timeframes, as well as communicating with DHCD's and the Agency's staff. The Vendor shall allow Agency representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement. The Vendor understands 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. The Agency shall promptly report any problems regarding this Vendor Contract to DHCD. Both the Vendor and the Agency agree to meet with designated DHCD staff as requested to review any recommendations, accomplishments, unmet needs and lessons learned as specified in the supplemental terms and conditions.

**16. 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 the Agency.

Required Attachments: LIHWAP Vendor Information Sheet



**17. FRAUD:**

The Vendor may be permanently disqualified from participating in the LIHWAP upon a finding of 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 a 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.

**18. 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.

**19. SUBCONTRACTS:**

The Agency reserves the right to require the Vendor to obtain written permission to subcontract any portion of the work. If requested by the Agency, the Vendor shall furnish the Agency the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Vendor Contract.

**20. FORUM FOR DISPUTES:**

In the event of any dispute between the Agency and the Vendor, the venue for any legal action arising out of the contract shall be Massachusetts.

**21. HOLD HARMLESS:**

The Vendor shall hold DHCD and the Agency harmless and indemnify DHCD and the Agency, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, and other legal costs, for personal injury or damage to property arising from the acts or omissions of the Vendor, or its agents, office, employees or subcontractors. Notwithstanding anything else herein to the contrary, in no event will either party be liable to the other for any incidental, indirect, special, consequential or punitive damages or lost profits. This clause is not an attempt to waive the statutory liability limits afforded to the Agency pursuant to Massachusetts General Laws Chapter 258. This indemnity requirement shall survive the termination of this Contract.

**22. BINDING ON HEIRS AND ASSIGNS:**

This contract 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 contract.

Required Attachments: LIHWAP Vendor Information Sheet

**23. SEVERABILITY:**

If any provision of this Vendor Contract or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this contract, which shall be given effect without regard to the invalid provision or application.

The persons executing this contract on behalf of a party represent and warrant to the other party that they have been duly authorized by such party to so execute the contract.

By typing my name in the provided field, I indicate that I am the person named, and this entry is the legal equivalent of my manual/handwritten signature for all purposes. I further understand that I may print the document and sign by hand.

<b>AGENCY:</b>	_____	<b>Vendor:</b>	_____
	<i>Signature</i>		<i>Signature</i>
<b>Name:</b>	Marybeth Campbell	<b>Name:</b>	_____
<b>Title</b>	Executive Director	<b>Title:</b>	_____
<b>Date:</b>	_____	<b>Date:</b>	_____

Required Attachments: LIHWAP Vendor Information Sheet

Please note: Alterations to, additional terms, and addenda to the LIHWAP Vendor Contract are prohibited.