

EXAMPLE 1 VENDOR AGREEMENT

This agreement, dated as of _____, 20XX, is entered into by and between _____, (Agency), and _____, a supplier of home water and/or waste water, (*Vendor*).

PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

AGENCY RESPONSIBILITIES

The Agency shall:

1. Accept and review client applications and determine eligibility of households for payments.
2. Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
3. Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
4. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
5. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
6. Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.
7. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

VENDOR RESPONSIBILITIES

The Vendor shall:

1. Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, or arrearages to eliminate the amount owed by the customer for a period determined by the amount of the benefit.
2. Notify the customer of the amount of benefit payment applied to the customer's billing.
3. Keep customer records confidential.
4. Maintain records for four (4) years from the date of this agreement, or long if the vendor is notified that a fiscal audit for a specific program year is unresolved.

OCS does not endorse any of the sample vendor agreements created by LIHWAP grantees

5. Not treat adversely, or discriminate against any household that receives assistance payments, either in the cost of the goods supplied or the services provided.
6. Upon request of the agency, provide eligible customer's consumption history and account balance for the sole purpose of determining customer benefit.
7. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Washington Administrative Code related to moratorium, if governed by that ruling.
8. Make records available for review by authorized staff of the agency and Washington State Department of Commerce and the U.S. Department of Health and Human Services.

REQUIRED RECORDS FOR AUDIT PURPOSES

The vendor will keep records showing the following:

1. Name and address of households who received assistance payments.
2. Amount of assistance to each household.
3. Source of payment.

OTHER PROVISIONS

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

Agency	Vendor
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Name of Company	_____ Name of Company
_____ Date	_____ Date