

## Low Income Home Water Assistance Program (LIHWAP) Vendor Agreement

This Agreement entered into by and between CAA (CAA or Agency) and Lexington-Fayette Urban County Government (Vendor) is effective as of December 2021.

WHEREAS Section 533 Title V of Division H of the Consolidated Appropriations Act of 2021 (P.L. 116-260) provides for Home Water Assistance to eligible households; and

WHEREAS parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith.

### The Vendor shall:

1. Comply with applicable state regulations governing the Low Income Home Water Assistance Program:  
A provider accepting payment pursuant to the administrative regulation for water or wastewater utility services provided to an eligible recipient shall comply with the following provisions:
  - (1) Reconnection of utilities shall be accomplished upon certification for payment.
  - (2) A household shall be charged, in the normal billing process, the difference between actual cost of water or wastewater and amount of payment made pursuant to this administrative regulation.
  - (3) An assistance recipient shall be treated the same as a household not receiving this assistance.
  - (4) The household on whose behalf assistance is provided shall not be discriminated against in the services provided.
  - (5) A landlord shall not increase the rent of a recipient household due to receipt of assistance
  - (6) Maintain services for at least 90 days after receiving LIHWAP payment for restoration of services.
2. Provide services under LIHWAP in compliance with Title VI of the Civil Rights Act of 1964, and not discriminate based on the basis of race, color, sex, sexual orientation, gender identity, national origin, physical or mental handicap. Also, the requirement of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via this agreement.
3. Comply with all applicable Federal and State law and regulations, including confidentiality of all records, termination and restoration of Home Water service and discrimination in accordance with the Privacy Act of 1974
4. Report any situations that threatens life, health, and safety to the CAA.
5. Delivery of Benefits and Payment Documentation
  - a. Post all payments to customer account within 5 business days of receipt.
  - b. Clearly label LIHWAP payments as such on the accounts and bills of benefit recipients.
  - c. Return to the CAA any/all credits on client accounts from the LIHWAP program, not used by the client for any reason, within 60 days from the date the program closed. Credits and/or refunds should include the following per each application: dollar amount of the refund; client name and other identifying information such as client address, account number, transmittal number, application number, and/or voucher number.
  - d. Maintain an accounting system and supporting fiscal records for five years, and to provide records to Cabinet representatives upon request.

The CAA reserves the right to terminate this Vendor Agreement. The CAA reserves the right to reject any price quotes from Vendors. The Cabinet, CAK and the CAA reserve the right to monitor the implementation of this Agreement by the Vendor.

Vendor acknowledges that: a) the terms of this Agreement are subject to the terms of LIHWAP contracts with the Cabinet and

applicable Federal agency (collectively, the "Contracts"), b) that if vendor requirements under such Contracts change, this could necessitate a change in the terms of this Agreement ("Change(s)"), c) that Agency will provide prompt notice of the Change(s) as soon as practical but may not be able provide than a few days' notice due to the fiscal periods of such Contracts differing from the term of this Agreement. If Vendor does not agree to the Change(s), Vendor shall notify Agency in writing within 10 days after receipt of Agency's notice of the Change(s) and this Agreement shall terminate.

**This agreement will terminate effective immediately upon determination by the CAA that the Vendor is not in compliance with the terms of this agreement. The Vendor will be notified within 10 days of termination.**

**This contract supersedes all previous Vendor Agreements signed by both parties.**

In Witness Whereof, Vendor and CAA, by their duly authorized representative, have caused this Agreement to be executed the dates shown below.

**VENDOR:**

Business Name	Lexington Fayette Urban County Government	Federal ID Number	61-0858140
Business Address	200 East Main Street Lexington, KY 40507	Phone:	1 (888) 987-8111
		Fax:	859-258-3352
Mailing Address	200 East Main Street Lexington, KY 40507	Email Address	info.lexserv@lexingtonky.gov
Please choose the option that best describes the water service vendor:			
<input checked="" type="checkbox"/>	Publicly Owned		
<input type="checkbox"/>	Private/Shareholder Owned		
<input type="checkbox"/>	Privately Owned		

**I understand that knowingly providing incorrect information is fraud and may result in legal action against me.**

Vendor Signature	<i>Linda Gorton</i>	Date	December 2021
CAA Representative	Patricia Shobe	Date Received	January 7, 2022