STATE OF ALABAMA
LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)
VENDOR AGREEMENT

The undersigned (hereinafter referred to as the Vendor) hereby agrees to the following terms and conditions of the Alabama Department of Economic and Community Affairs (hereinafter referred to as the Department) in order to participate in the LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP) for the period of November 1, 2021 through March 31, 2024.

(1) The Department, through its local administering LIHWAP agencies, shall notify the Vendor of each eligible household and the amount of assistance to be paid on behalf of the household.

(2) The Vendor agrees that any payment amount made by the Department or its administering LIHWAP agencies, <u>and accepted by the Vendor</u>, shall result in the continuation of service or the prompt and timely restoration of service for a period of not less than thirty (30) days from the date the Vendor receives official notification from the local administering LIHWAP agency of the payment. Notification shall include, but may not be limited to, the receipt by the Vendor of the Vendor's copy of the LIHWAP-101 application form and shall constitute a commitment on the part of the local administering LIHWAP agency for the payment of the home drinking water and/or wastewater services provided.

(3) The Vendor agrees to charge LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households.

(4) The Vendor agrees to charge the eligible household, in accordance with the Vendor's normal billing process, the difference between the actual cost of home drinking water and/or wastewater services and the amount of the LIHWAP payment.

(5) The Vendor agrees to provide the Department or its administering LIHWAP agencies 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.

(6) The Vendor agrees to post all payments to customer accounts within 3-5 business days.

(7) The Vendor agrees not to apply LIHWAP payments to account balances that have previously been written-off or fully paid with other funds.

(8) The Vendor agrees not to apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.

(9) The Vendor agrees not to discriminate against an eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

(10) The Vendor agrees to provide the Department or its administering LIHWAP agencies, upon request, written reconciliation and confirmation that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed, if applicable.

(11) The Vendor agrees to refund to the local LIHWAP administering agency any remaining LIHWAP balance when the household's account is closed. The Vendor shall include the household's account name and account number for reference purposes.

(12) The Vendor agrees to cooperate with the Department's monitoring of this Agreement, including home drinking water and/or wastewater services provided to eligible households.

a. If requested by the Department, the Vendor agrees to provide account data including, but not limited to, annual home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous twelve (12) monthly billing periods, as authorized by the household.

b. The Vendor agrees to cooperate with any Federal, State, or local investigation, audit, or program review. The Vendor shall allow Department representatives access to all books and records relating to LIWHAP households for the purpose of compliance verification with this Agreement.

c. 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 Vendor shall observe its usual and customary practices governing the release of household account information.

(13) The Vendor and the Department agree that any information and data obtained as to personal facts and circumstances related to households shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual's and Department's written consent and only in accordance with federal or state law. Companies who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the Department of any breach or suspected breach in the security of such information. The Vendor shall allow the Department to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

(14) The Vendor 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 local administering LIHWAP agency or knowingly allowing others to do so; intentional failure to notify the local administering LIHWAP 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.

(15) This Agreement will terminate effective immediately upon determination by the Department that the Vendor is not in compliance with the terms of this Agreement. The Vendor will be notified within 15 calendar days of the termination. Either the Department or the Vendor may terminate this Agreement 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.

(16) The Vendor agrees to not discriminate based on race, color, religion, sex, age, national origin, or disability in its implementation of this Agreement.

(17) The Vendor agrees that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended, by Amendment No. 26. The Vendor further agrees that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

The Vendor recognizes and acknowledges that the Department is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article 1, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by the Department of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not

limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

(18) By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Vendor Name	Signature of Authorized Representative
Office Mailing Address	Printed Name of Authorized Representative
City, State, Zip	Title of Authorized Representative
Telephone Number	Date

Regarding LIHWAP Payments:

Mailing Address	Printed Name of Contact Person
City, State, Zip	Telephone Number
	Email Address

LIHWAP-108 8/2023