

RESIDENTIAL WATER/WASTEWATER VENDOR CONDITIONS OF PARTICIPATION FORM 2022/2023 CONNECTICUT LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

The purpose of this Residential Drinking Water/Wastewater Vendor Conditions of Participation Form (hereinafter referred to as the “Document”) is to set forth the standards under which all drinking water/wastewater providers hereinafter referred to as “vendor” or “organization” will comply in order to receive payments from the 2022/2023 Low Income Household Water Assistance Program (LIHWAP) administered by the State of Connecticut Department of Social Services (hereinafter referred to as “DSS”). The conditions referenced in this Document apply to payments made to your organization on behalf of households eligible for LIHWAP. **Please read the conditions carefully.**

If your organization wishes to participate, please complete this form, sign where indicated, and email the form with your organization’s name in the subject line to WaterVendors.DSS@ct.gov.

PART I – DOCUMENT TERM AND IMPORTANT DATES

This Document shall be in effect from October 1, 2022 through September 30, 2023. Important dates:

- Nov 1, 2022 First day for acceptance of drinking water/wastewater bills that can be paid by the program
- May 31, 2023 The last day that a household can apply to establish its eligibility for benefits.
- June 16, 2023 Last day to submit drinking water/wastewater bills

Primarily-Used Business Name:		
Legal Business Name		
Business Mailing Address		
Contact Person	FEIN or Social Security #	
Phone #	Fax #	
Email Address		

If your organization does business sharing different names but with the same federal identification or social security #, list all other names that your organization uses, including address and contact information. Please add additional pages if needed.

Business Name		
Business Mailing Address		
Contact Person	FEIN or Social Security #	
Phone #	Fax #	
Email Address		

Additional Information

1. Indicate which Community Action Agency(s) your organization will do business with.

Check all that apply

- ACCESS (Greater Willimantic/Danielson area)
- CAANH (New Haven area)
- CRT (Hartford/Middletown area)
- New Opportunities (Waterbury/Meriden area)
- TVCCA (Norwich/ New London area)
- ALLIANCE (Bridgeport/Norwalk area)
- CAAWC (Danbury/Stamford area)
- HRA (New Britain/Bristol area)
- TEAM (Derby/Ansonia area)

2. Indicate the type(s) of service that you will provide pursuant to this Document and for which the resident is charged.

- Drinking water
- Wastewater

3. Does your organization offer other services to assist customers?

- Yes
- No

4. Indicate the type(s) of other assistance services your organization provides.

- Rebate programs
- Free equipment (water heater, water pumps, water filters)
- Repairs
- Bill payment assistance

5. Indicate emergency/special fees charged to your regular customers, if any, for the following:

*Restore Service:	\$
*Disconnect Fee:	\$
*Wastewater Fee (fixed & availability):	\$
*Drinking Water Fees (fixed & availability):	\$
*Usage fees:	\$
Residential Rate:	\$
Storm water fee:	\$
Meter Reading Fee:	\$
Administrative Fee:	\$
Other (i.e., late fees, CWP charge):	\$

PART II – TERMS AND CONDITIONS	
Name of Authorized Agent	

Please type or print

as a duly authorized agent of the above referenced vendor, empowered to sign legal documents, do hereby attest under the penalties for false statement, that the vendor which I represent agrees:

- A. To not bill a LIHWAP customer more for services or water used for their dwelling unit than billed to any other customer who receives the same services or quantities of water;
- B. To legibly post on all invoices the client’s name, service address, client account number, usage dates, usage amounts, previous meter reading amount and the current meter reading amount;
- C. To extend to LIHWAP customers any prompt payment discounts afforded other customers;
- D. That LIHWAP may cover the cost of fees identified in this document for a LIHWAP customer, provided that sufficient funds remain available and do not exceed the customer’s approved benefit;
- E. That LIHWAP may pay up to one (1) service restoration per household during the program year. Restoration payment will be made including past arrearages up to a maximum of \$1,000. Payment for additional restorations will be the responsibility of the participating household;
- F. That payment under the LIHWAP program is guaranteed only for those applicants that are authorized by the Community Action Agency (CAA). In order to guarantee program payment for customers the vendor must have received notification from the CAA;
- G. To provide to DSS, upon written request, the account history for LIHWAP recipient households serviced by the vendor for the previous twelve (12) months, or the available account history plus estimates if less than 12 months of billing history is available. This information shall be provided to DSS at no cost to DSS and shall be provided as an electronic record in either Microsoft Excel format or a text file in comma separated values (CSV) format that includes client level data based on a template that DSS will provide;
- H. To allow inspection by the state or an agent of the state of any vendor records deemed necessary by the state or said agent for verification of the accuracy of invoices, and shall retain all records related to participation in the program for a period of three years from the close of the program;
- I. That in the case of a disputable invoice, the state reserves the right to withhold payment until resolution of the matter;
- J. That in order to receive payment, the LIHWAP customer or the vendor must submit invoices to the Community Action Agency by June 16, 2023;
- K. To submit this properly executed Document in order to be included on the Approved Supplier Vendor List;
- L. That, based on the availability of funds, payments will be issued within thirty business days of the Community Action Agency’s receipt and approval of application/invoices;

- M. That completion of this Document obligates the vendor to all terms and conditions, as detailed herein, for the 2022/2023 LIHWAP program year and that failure to comply with these terms and conditions may result in the vendor's suspension from the program for the remainder of the 2022/2023 program year;
- N. To safeguard the use, publication, and disclosure of information on all clients who receive services under this program in accordance with all applicable federal and state laws concerning confidentiality, including but not limited to, section 17b-90 of the Connecticut General Statutes;
- O. That if a household moves and cannot be located, and a credit balance resulting from a LIHWAP payment(s) exists in the household's drinking water or wastewater services account, the vendor shall return the balance directly to DSS within sixty (60) days of the close of the drinking water or wastewater services account;
- P. That vendors who accept LIHWAP payments to restore or prevent disconnection, or reduce arrearages, shall ensure that the household's water service is maintained for a minimum of 90 days from the date of payment and shall work with clients on a payment arrangement plan for ongoing service.

In addition, the vendor agrees that if the State of Connecticut has reason to believe that the vendor may have misrepresented, violated, or attempted to violate any part of this Document, they are subject to having their participation in the water assistance program immediately suspended. Suspected violations of Connecticut law shall be investigated, and if appropriate, prosecuted. If found to be in violation, the vendor may be barred from participation in the water assistance program for five years.

This Document is subject to Section 53a-157b of the Connecticut General Statutes, which provides as follows: "A person is guilty of false statement in the second degree when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true, and which statement is intended to mislead a public servant in the performance of his official function."

Should at any time any provision of this Document be found by the State to be legally unenforceable, that provision will automatically be considered void, but all other provisions of this Document will remain in effect. This Document is subject to the provisions in Executive Order No. 3 and 17, as they relate to non-discrimination.

This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as a part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is subject to the provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdictions in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

PART III – ACCEPTANCE

IN ORDER FOR THIS DOCUMENT TO BE COMPLETE, YOU MUST SIGN BELOW. YOUR SIGNATURE ON THIS PAGE SIGNIFIES AGREEMENT TO THE TERMS AND CONDITIONS SPECIFIED IN THIS DOCUMENT.

Signed _____ Date _____
Authorized Agent of Vendor

Print _____
Authorized Agent of Vendor

Once completed, the preferred method for submitting the document is to email it to WaterVendors.dss@ct.gov. Please enter your business name on the email subject line.

As an alternative, you can fax a copy to LIHWAP Services at **(860) 424-4952** or you can mail the document to:

LIHWAP Services
Connecticut Department of Social Services
Office of Community Services
55 Farmington Avenue, 10th floor
Hartford, CT 06105