



Staff Report

For City Council Meeting - 12/7/2022

Subject - New Business - Low-Income Household Water Assistance Program

Synopsis - The City was contacted by Katie May from CAT (Community Action Team) seeking partnership on behalf of low-income families who need assistance with their water bill. The letter, program brochure, and agreement is attached. The organization needs partnership so they can speak to vendors (us) on the account holder's behalf. If we do not sign the agreement, no assistance will be available for qualified families within our jurisdiction.

Recommendation: Staff recommends the Council motion for consensus to enter into the required vendor contract with the Community Action Team in order to provide assistance to low-income families with water bills.

Legal Analysis: City Attorney Peter Watts can provide additional comments; the agreement is attached.

Financial Analysis: There is no cost for City involvement in the program.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be the name "Chad", written in a cursive style.

Chad



Community Action Team

Serving Columbia, Clatsop, and Tillamook Counties

phone (503) 397-3511

fax (503) 397-3290

www.cat-team.org

November 4, 2022

Dear Water Supplier,

We look forward to collaborating with you in our 2022-2023 Low-Income Household Water Assistance (LIHWA) Program. We appreciate your partnership with our agencies in providing water assistance to low-income families with help on their water/waste bills.

In preparation, we are required to collect Vendor Contracts. This program year will run from November 1, 2022 through September 30, 2023 (or until we exhaust our funding for the year). Please complete the enclosed information and mail the original as soon as possible.

Again, thank you for your assistance and partnership in providing low-income energy assistance in our region. If you have any questions, you can reach me at 503-366-6546.

Sincerely,

Katie May, Energy Assistance Programs Manager

Community Action Team, Inc.

125 N. 17th Street

St. Helens, OR 97051

E-mail: kmay@cat-team.org

Phone: 503-366-6546

FAX: 503-397-3290

Family Resource Center
125 North 17th Street
Saint Helens, OR 97051

Fiscal Office
124 North 18th Street
Saint Helens, OR 97051

Child & Family Programs
108 West B Street
Rainier, OR 97048

Low-Income Household Water Assistance (LIHWA) Program



The temporary Low-Income Household Water Assistance (LIHWA) Program was established through the passing of the Consolidated Appropriations and American Rescue Plan Acts of 2021. Contained within the U.S. Health and Human Services' Office of Community Services (OCS), OHCS has been designated as the State of Oregon Grantee.

OHCS will receive a total of \$13.8 million that must be awarded by September 30, 2023.

The LIHWA Program target population and priorities include:

- Low-income households with high water burdens,
- Households who are disconnected, pending for disconnection, and who have arrearages, as well as those households who are current.

Nearly parallel to the Low-Income Home Energy Assistance Program (LIHEAP), program highlights include:

- Eligible utilities – public and private water and/or wastewater utilities that serve permanent residential communities
- Eligible households – those with household income at or below 60% State Median Income (SMI) and with service provided from an eligible water and/or wastewater utility
- Local operation – the Community Action Agency (CAA) network through partnership with the utilities and culturally responsive organizations
- Application process – through the local CAA office that administers LIHEAP
- Assistance payment process – all payments go directly to the utility

Households with water/wastewater service managed by their landlords or management companies may still be eligible for LIHWA Program assistance. Those households will require a landlord authorization form included with their application.

OHCS received approval on its LIHWA Program State Plan for the State of Oregon. Anticipating several weeks to initiate grant agreements with CAAs and vendor agreements with water/wastewater utilities, OHCS expects LIHWA assistance should be available in January 2022.

For additional program information and updates, please visit the [OHCS LIHWA Program website](https://www.oregon.gov/ohcs/energy-weatherization/Pages/Low-Income-Household-Water-Assistance-Program.aspx) for updates (<https://www.oregon.gov/ohcs/energy-weatherization/Pages/Low-Income-Household-Water-Assistance-Program.aspx>) or correspond with the LIHWA Program Analyst, Joy Aldrich, at joy.aldrich@oregon.gov or 503-986-0973.

CONTRACT FOR WATER ASSISTANCE PROVISIONS
BETWEEN
COMMUNITY ACTION TEAM, INC

AND

Gearhart Water Department

This Low-Income Housing Water Assistance (LIHWA) Program Agreement (“Agreement”) is entered into by and between the Community Action Team (“Agency”), Gearhart Water Department (“Vendor”), and the Oregon Housing and Community Services Department, together with its successors and assigns (“Department”), (each a “Party” and collectively the “Parties”) under the following terms:

1. Entire Contract

- a) This Agreement is the mechanism by which all Parties can carry out the provisions of the Low-Income Household Water Assistance (LIHWA) Program.
- b) It is understood and agreed that the entire contract between the Parties is contained in this Agreement.
- c) This Agreement supersedes all previous commitments, promises, representations either oral or written, between the Parties relating to the subject matter hereof.
- d) The person signing this Agreement on behalf of the Vendor certifies and attests that the Vendor has the power and authority to enter into and perform this Agreement, and that the signor has full and complete authority to bind the Vendor.
- e) All the words and phrases used in this Agreement shall have the meanings given herein or as used in the LIHWA Program Requirements and other related requirements unless the context clearly requires otherwise.

2. Definitions

- a) Authorization means a form that contains the Eligible Household’s account number, name of person applying for LIHWA assistance, name on the account, address of Eligible Household, and amount of the LIHWA Payment to be applied to the Eligible Household’s account.
- b) Commitment means the initial communication that an Eligible Household has qualified for LIHWA Payments and serves as notice of the forthcoming Authorization.
- c) Eligible Household means a household receiving services from the Vendor that has been determined, by the Agency in accordance with LIHWA eligibility guidelines, to be eligible for a LIHWA Payment.
- d) LIHWA Payment(s) includes regular and crisis payments made by the Agency to the Vendor on behalf of Eligible Households for eligible drinking water and/or wastewater service charges (including reconnection charges, fees, penalties, or reduction of current charges and fees).

3. The Agency agrees to do the following:

- a) To assign a vendor number/business code to each Vendor after the Agreement is fully executed.
- b) To obtain an Eligible Household’s consent through a Release of Information in order for the Agency to initiate two-way communication with the Vendor regarding Account information (such as current amount owed, status of service, and crisis situation indicators).
- c) To effectuate LIHWA Payments to the Vendor on behalf of Eligible Households, including:
 - i. Notifying the Vendor of Commitments through an agreed-upon format (i.e., direct portal input, written, oral, etc.),
 - ii. Notifying the Eligible Household of Commitments made to Vendor,
 - iii. Pursuant to Commitment, submitting payment to the Vendor promptly and no later than 45 days after Commitment issued, and
 - iv. Prior to receipt of payment, notifying Vendor of any changes to Commitments caused by federal or state law.
- d) To issue to Vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all Eligible Households. A payment register precedes the check or ACH deposit. The register includes the names of the Eligible Households, the account names and numbers, the amounts to be applied to each account, and the addresses and counties of residence of the Eligible Households.

- e) To inform the Vendor in the case an Eligible Household is in crisis or life-threatening situation and speaking to the Vendor on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to such a discussion.

4. The Vendor agrees to do the following:

- a) To refer its customers to the Agency for assistance.
- b) To charge all Eligible Households using the Vendor's normal billing process.
- c) To charge all Eligible Households the price normally charged for drinking water and/or wastewater services supplied to non-eligible households, except for other billing assistance and/or discount programs.
- d) Not to exclude or discriminate against any Eligible Households with respect to cost of services, terms, deferred payment plans, credit, conditions of sale, or discounts and programs offered to non-eligible households.
- e) Not to treat any Eligible Households adversely because of receipt of LIHWA assistance.
- f) To continue to apply the regular drinking water and/or wastewater service charges and credits of payments in regular fashion, even in consideration of a Commitment or LIHWA Payment.
- g) To process all LIHWA Payments, on behalf of Eligible Households from the Agency, including:
 - i. Applying a credit notation to the Eligible Household's account as soon as the Vendor receives a LIHWA Authorization from the Agency.
 - 1. This credit can only be applied to water and wastewater related charges and fees.
 - 2. This credit cannot be applied to charges and fees including but not limited to police, streetlights, and garbage service.
 - ii. Applying and itemizing LIHWA Payments for all Eligible Households identified in the LIHWA Payment Register as directed by the Agency.
 - iii. Posting all payments to Eligible Household accounts promptly after being received, no later than the next billing cycle.
 - iv. If a LIHWA Payment cannot be credited to the Eligible Household's account, processing a refund, according to the Oregon LIHWA Vendor Refund Policies, directly to the Eligible Household within thirty (30) days.
- h) To discuss the Eligible Household's crisis or life-threatening situation with the Agency, speaking on behalf of the Eligible Household when a member of the Eligible Household is not present or does not have accessibility to the discussion.
- i) To cooperate with the Agency, once informed of the crisis or life-threatening situation and in receipt of a Commitment, to resolve the Eligible Household's situation related to drinking water and/or wastewater services with urgency.
- j) To comply with Oregon LIHWA Vendor Refund Policies, as described below in this Agreement.
- k) To maintain an accounting system and supporting fiscal records that represent the amounts and billing of drinking water and/or wastewater services provided to Eligible Households.
- l) To fully cooperate with the Department's and Agency's monitoring practices, including but not limited to providing requested documentation for Federal representatives or Oregon Secretary of State representatives within set time frames, as well as communicating with Department or Agency staff.
- m) To provide at no cost to the Department, Eligible Household, or Agency, written information on an Eligible Household's drinking water and/or wastewater services costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods, even when it may be from a prior occupant household.
- n) To provide at no cost to the Department or Agency, or an authorized agent to the Department or Agency, for the purposes of research, evaluation, and analysis, information on household drinking water and/or wastewater services costs and usage for Eligible Households.
- o) **Program Requirements:** Vendor agrees to timely satisfy all requirements of this Agreement, including all LIHWA Regulations or other forms of LIHWA federal guidance, as applicable, and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (all of the foregoing, as amended from time to time, collectively, the "Program Requirements") to the satisfaction of Department or Agency.

5. Termination

- a) This Agreement shall terminate upon the earliest to occur of the following events:

- m) **Mediation:** In the case the Parties become involved in a dispute regarding any part of this Agreement, the Parties shall submit to mediation prior to the commencement of litigation to enforce this Agreement. The mediator shall be an individual mutually acceptable to all Parties. Each Party shall pay its own cost for the time and effort involved in mediation and agrees to split equally the cost of the mediator. All Parties agree to exercise best efforts and act in good faith to resolve all disputes.
- n) **Eligible Household Information Confidentiality:** Due to the obligations outlined in this Agreement, all Parties will have access to Confidential Information of Eligible Households, including but not limited to household member names, social security numbers, addresses, account numbers, account payments and balances, and income information. All Parties shall use appropriate safeguards to prevent the disclosure of Confidential Information to unauthorized third parties (which excludes, for example, compliance with applicable Public Records Laws or as required by an official court order), and shall prevent employees, agents or subcontractors from accessing, copying, disclosing or using any such Confidential Information.
- o) **Red Flag Rules:** All Parties agree to establish, maintain, and abide by reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft related to Eligible Households through the administration of LIHWA.
- p) **Funds Available and Authorized:** The Vendor understands and agrees that payment of amounts under this Agreement is contingent on the Department receiving appropriations or other expenditure authority sufficient to allow the Department and Agency to continue to make payments under this Agreement.
- q) **Effective Date and Duration:** This Agreement shall be effective upon execution by all Parties and shall remain in effect until terminated as described in the "Termination" section herein.
- r) **Further Acts:** Vendor will do, make, execute, and deliver all such further acts or writings as Department or Agency may require to protect the Department or Agency's rights under this Agreement.
- s) **False Claims Act:** The Parties acknowledge the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) a Party that pertains to this Agreement or LIHWA Payments for Eligible Households. The Parties certify that no claim is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Each Party further acknowledge, in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the date(s) written below.

VENDOR:

By: _____ Date: _____

Print: _____

Title: _____

Vendor Name: _____

AGENCY:

By: _____ Date: _____

Print: _____

Title: _____

Agency Name: Community Action Team, Inc

Oregon's Low-Income Household Water Assistance (LIHWA) Program Vendor Refund Policy

1. Credit Balances – Unless there is an event otherwise noted in this Refund Policy, all LIHWA Payments that create a credit balance remain on the Eligible Household's account until exhausted.
2. Ineligible Credit Balances - In the event that a LIHWA Payment cannot be applied to the Eligible Household's account, the remaining balance shall be returned to the Eligible Household within thirty (30) days after the Vendor receives the LIHWA Payment.
3. Deposits – All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit agreement in a manner consistent with applicable administrative rules, approved tariffs and other law.
4. Voluntary Closure and Moves - If the Eligible Household voluntarily closes the account that received a LIHWA Payment or moves to another service address that the Vendor does not represent, any credit balances resulting from a LIHWA Payment shall be refunded to the Eligible Household. If the Eligible Household moves to another service address by which the Vendor does represent, any credit balances resulting from a LIHWA Payment shall be transferred to the new address.
5. Inability to Locate Eligible Household – In the event that the Vendor is unable to locate the Eligible Household within one (1) year after service has been discontinued for any reason, any unused portion of a LIHWA Payment shall be returned to the Oregon Department of State Lands as unclaimed property.
6. Deceased Eligible Household – In the event a LIHWA Payment remains on the Eligible Household's account and the account is closed, the Vendor shall return the LIHWA Payment credit balance to the Department no later than the end of the program year. The Vendor shall submit a check to the Department with the notation of number six of this Refund Policy.
7. Return Address for Refunds to the State of Oregon – Mail refunds to:

OREGON HOUSING AND COMMUNITY SERVICES, ENERGY SERVICES SECTION
ATTN: LIHWA PROGRAM REFUND
725 SUMMER ST NE, SUITE B
SALEM, OR 97301

Refunds must include the following information: Eligible Household name, Eligible Household address, Name of Agency that provided LIHWA Payment to Eligible Household, Date of LIHWA Payment to Vendor, Reason for the return.
8. Incorrect Payments – All Agencies and Vendors are required to review the LIHWA Payments register for accuracy. In the event an Agency makes a payment in error, the Agency must correct the error within thirty (30) days of the error's discovery and the Agency is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith. LIHWA Payments made in error must be corrected by the Agency and will be refunded from subsequent LIHWA Payments made to the Vendor. In the event the Vendor credits an account in error due to causes other than Agency error or otherwise misappropriates LIHWA Payments, the Vendor must correct the error within thirty (30) days of the error's discovery and is responsible for any applicable late charges, interest, or other penalties that cannot be waived in good faith.

Drinking Water and/or Wastewater Utility Vendor Information

Vendor Name		
Primary Contact Name	Primary Contact Phone	Customer Service Phone
Primary Contact Mailing Address	Primary Contact Fax	Primary Contact Email
Payment Contact Name	Payment Contact Phone	
Payment Contact Mailing Address	Payment Contact Fax	Payment Contact Email

Legal Name (For tax purposes)		
Taxpayer Identification Number (TIN)		
Type of TIN		
Employer ID Number (FEIN)		Social Security Number (SSN)
Individual Taxpayer ID Number (ITIN)		
Type of Entity		
Individual/Sole Proprietor		Limited Liability Company
Corporation		Government Entity

Counties served (Please check all that apply)			
<input type="checkbox"/>	Baker	<input type="checkbox"/>	Douglas
<input type="checkbox"/>	Benton	<input type="checkbox"/>	Gilliam
<input type="checkbox"/>	Clackamas	<input type="checkbox"/>	Grant
<input type="checkbox"/>	Clatsop	<input type="checkbox"/>	Harney
<input type="checkbox"/>	Columbia	<input type="checkbox"/>	Hood River
<input type="checkbox"/>	Coos	<input type="checkbox"/>	Jackson
<input type="checkbox"/>	Crook	<input type="checkbox"/>	Jefferson
<input type="checkbox"/>	Curry	<input type="checkbox"/>	Josephine
<input type="checkbox"/>	Deschutes	<input type="checkbox"/>	Klamath
<input type="checkbox"/>		<input type="checkbox"/>	Lake
<input type="checkbox"/>		<input type="checkbox"/>	Lane
<input type="checkbox"/>		<input type="checkbox"/>	Lincoln
<input type="checkbox"/>		<input type="checkbox"/>	Malheur
<input type="checkbox"/>		<input type="checkbox"/>	Marion
<input type="checkbox"/>		<input type="checkbox"/>	Morrow
<input type="checkbox"/>		<input type="checkbox"/>	Multnomah
<input type="checkbox"/>		<input type="checkbox"/>	Polk
<input type="checkbox"/>		<input type="checkbox"/>	Sherman
<input type="checkbox"/>		<input type="checkbox"/>	Tillamook
<input type="checkbox"/>		<input type="checkbox"/>	Umatilla
<input type="checkbox"/>		<input type="checkbox"/>	Union
<input type="checkbox"/>		<input type="checkbox"/>	Wallowa
<input type="checkbox"/>		<input type="checkbox"/>	Wasco
<input type="checkbox"/>		<input type="checkbox"/>	Washington
<input type="checkbox"/>		<input type="checkbox"/>	Wheeler
<input type="checkbox"/>		<input type="checkbox"/>	Yamhill

Tribes served (Please check all that apply)			
<input type="checkbox"/>	Burns Paiute	<input type="checkbox"/>	Confederated Tribes of Warm Springs
<input type="checkbox"/>	Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians	<input type="checkbox"/>	Cow Creek Band of Umpqua Indians
<input type="checkbox"/>	Confederated Tribes of Grand Ronde	<input type="checkbox"/>	Coquille Indian Tribe
<input type="checkbox"/>	Confederated Tribes of Siletz	<input type="checkbox"/>	Klamath Tribes
<input type="checkbox"/>	Confederated Tribes of Umatilla Reservation	<input type="checkbox"/>	