

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
MEMORANDUM OF AGREEMENT (MOA)

PURPOSE

- 1) As authorized by the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act of 2021, Indiana's Low-Income Household Water Assistance Program ("LIHWAP")("Water Program") will assist low-income households in maintaining or re-connecting to drinking water and wastewater services. Funds from this program will be used to cover and/or reduce arrearages, rates, and fees associated with reconnection, or prevent service disconnection of service for eligible households at or below 60% of the state median income (SMI). All funds distributed as part of this program will be paid directly to the water or wastewater utility on behalf of an eligible household.

This MOA governs the relationship between the Indiana Housing and Community Development Authority ("IHCDA") and the Water and Wastewater Vendors that accept payments as part of the Water Program.

TERM

- 2) This Agreement is a contract between the Indiana Housing and Community Development Authority ("IHCDA"), ("Agency"), and _____, ("Vendor"). This MOA covers the term between October 1, 2021 and September 30, 2023.

VENDOR RESPONSIBILITIES

- 3) **Cooperation.** The Vendor will cooperate with IHCDA and any Local Service Provider that subcontracts with IHCDA to administer the Water Program. This cooperation includes making information available regarding applicant's water consumption and cost data, payment frequency, disconnection prevention, restoration of Services and arrearage amounts, account status and other data related to LIHWAP, including but not limited to client billing statements. IHCDA and the Local Service Provider have obtained consent from the client/applicant to receive this information.
- 4) **Responsibility for Multiple Locations.** The Vendor understands that if it is a parent company it will be considered the fiscal agent for its "other location(s)" defined as: a company that is owned or controlled by the Vendor, for which the Vendor is normally referred to as the parent company, parent, or holding company for that location. As such, the Vendor will assume primary responsibility for the receipt and distribution of payments under this MOA to any location(s) identified in "**Attachment B,**" attached to this MOA, and made a part hereof.

- a. the Vendor will be required to identify all other location(s) under its umbrella structure that will be providing Services in **Attachment B**, if and only if the deposit information and W-9 are the same for all locations. Separate MOAs must be completed for each location if the deposit information and/or W-9 differ from the Vendor's information.

The Vendor will be liable for the obligations of its other location(s) under this MOA. Therefore, the Vendor must approve financial transactions and request that payments associated with the Services provided under this MOA be distributed to a centralized location. The W9 and the payment method must be the same for each location under the Vendor's umbrella.

- 5) **Notification of Change.** If any location under the Vendor's fiscal umbrella is sold or discontinues using the Vendor as its fiscal agent, then both the other location and the Vendor must immediately notify IHCDA of this change. The other location must execute its own MOA and become a primary vendor and fiscal agent for LIHWAP funds. The Vendor must update its Attachment B and execute an updated MOA that reflects this change. This is required each time this type of change occurs so that payments can be deposited into the proper bank account.

If the Vendor acquires a new location(s), then the Vendor must update Attachment B and execute an amended MOA to include the new company, each time this type of change occurs so that payments can be deposited into the proper bank account.

- 6) **Breach of Contract.** Failure to comply with any directive or request outlined in this MOA may result in the IHCDA determining the Vendor is in breach of this MOA. Vendor will have 30 days to remedy any breach of this MOA. Failure to correct, to IHCDA's satisfaction, any breach of this MOA will result in payments to Vendor being suspended.

If Vendor is making a good faith effort to remedy any breach of this MOA but has not successfully cured the breach within 30 days, IHCDA may, at its sole discretion, approve an extension to the 30-day period.

CONSUMER PROTECTIONS

- 7) **Application of Funds to the Household.** The Vendor will apply funds provided by the Water Program to the household on behalf of which the funds were provided. The Vendor will then charge the eligible household, in the normal billing process, any difference between the actual amount due and the amount of the payment made by IHCDA.
- 8) **Reconciliation.** The Vendor will provide written reconciliation and confirmation to IHCDA upon request 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.

- 9) **No Adverse Treatment.** No household receiving assistance under this MOA will be treated adversely or charged service fees because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements.
- 10) **Restoration of Service.** The vendor must restore any disconnected services for an approved applicant within **three (3) calendar** days of receipt of payment from IHCD A on behalf of said applicant.

FINANCIAL PROCESS

- 11) **Eligibility Determination.** The Local Service Provider will send a transmittal (or batch of transmittals) to the Vendor for verification of the applicant's name, address, account number, account balance, and service status.
- a. The Vendor must validate the information, sign the transmittal, and return to the Local Service Provider promptly for payment.
 - b. The Vendor must remove all inactive accounts from transmittals prior to returning the signed form to the Local Service Provider.
 - c. The Vendor agrees that a signed transmittal form indicates that all accounts included on the transmittal are active on that date and benefits will be applied to these accounts.
- 12) **Acceptance of Payment.** All payments shall be made in arrears in conformance with State fiscal policies and procedures, and as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Vendor on "**Attachment C**", which is attached to this MOA and made a part hereof. In order to be paid by check, a specific waiver form must be approved by the IHCD A Controller or its designee. The Request for Waiver form is made available upon request to IHCD A.

Within thirty (30) days of the Local Service Provider's receipt of the transmittal signed by the Vendor, IHCD A shall submit to Vendor a single aggregate payment for all individuals listed on the approved transmittals. IHCD A will notify Vendors via e-mail upon submission of the ACH payment to Vendor's account or the submission of the check. Such notifications will only advise the Vendor of the approved transmittals being paid and will not contain full client or account details. It is the Vendor's responsibility to retain copies of approved transmittals to ensure correct accounting of the payments.

- 13) **Application of Taxes.** The client must receive credit for the full amount of its Water Program benefit in accordance with Indiana Department of Revenue Advisory Guidance issued on April 3, 2013. The Vendor shall not deduct sales taxes from the Water Program benefit.

- 14) Unallowable Expenses.** Water Program funds may not be applied to the following types of expenses: garbage, electricity, gas, cable, service plans, repayment of fraud/theft losses, or any other expenses that are not associated with water or wastewater utility service.
- 15) Payment Disputes.** As this MOA exists between the Vendor and IHCDA, the Vendor shall direct any questions, disputes, or issues regarding payment to IHCDA, and not to the Local Service Provider nor to the client. Furthermore, because the payment is being issued by IHCDA, and in accordance with the Consumer Protections Section of this MOA, the Vendor shall not subject the client to any adverse actions due to any delay in IHCDA issuing Water Program payments to the Vendor. This includes, but is not limited to, assessing late fees or interest charges against client accounts, and engaging in collection activities against clients for disputed Water Program benefit payments.
- 16) Overpayments.** An overpayment occurs when an LIHWAP benefit is awarded that exceeds the amount the applicant household qualified for, or when an LIHWAP benefit is awarded to a household that does not meet qualification criteria. The Local Service Provider must identify overpayments and notify the Vendor of the overpayment within sixty (60) days of the initial benefit award determination. The Local Service Provider will submit an overpayment remittance notice to the Vendor as notification of the excess amount to be recovered. The Vendor shall return these funds to IHCDA within thirty (30) days of receipt of this notice. The Vendor may reverse the credits on the client account up to the amount of the required overpayment.
- a. When returning funds as a result of an overpayment, the Vendor shall issue a check to IHCDA in the amount of the overpayment along with the following information: the name of the Local Service Provider, the client's name, the client's account number, and the original transmittal number. The Vendor should include the Overpayment Remittance Form.

DATA COLLECTION/MONITORING

- 17) Client Confidentiality.** The Vendor acknowledges that the Services to be performed by the Vendor pursuant to this MOA may require or allow access to data, materials, and information containing Social Security numbers or other personal information or other records. The Vendor agrees to comply with the provisions of IC 4-1-10 and IC 4-1-11 regarding the release of Social Security number provisions and the notice of security breach. The Vendor agrees that notwithstanding this section, Sections Cooperation, Water Consumption Data, and Vendor Monitoring are mandatory.
- 18) Water Consumption Data (Also Known as Performance Measures).** The Vendor agrees to make available to IHCDA energy consumption data and billing information for LIHWAP clients for a period of the previous twelve (12) consecutive months of usage (This data includes all required client payments, such as monthly service charge, usage charge, and taxes. However, expenditures should exclude optional charges such as appliance repair contracts, equipment purchases, and other special Services), upon request

and at no charge. To “make available” means to provide data through a data transfer or a secure web portal within 60 (sixty) days of request. IHCD has obtained consent from the client to receive this information. This information will be used to report performance measures.

19) Vendor Monitoring. IHCD may perform Vendor monitoring and review records that relate to the LIHWAP Program, including but not limited to, verification of benefit being applied to client accounts, timely return of LIHWAP funds due to overpayments or client no longer having an open account. Vendor shall cooperate with any IHCD request and supply requested documentation within 30 (thirty) days of initial request. Vendor monitoring is required as part of the LIHWAP Grant.

20) Record Keeping. Vendor agrees to maintain an adequate accounting system to allow verification and auditing of the amount of Services delivered to eligible households. Records must be retained for three years after the close of each program year. LIHWAP program years begin October 1 and end September 30.

OTHER PROVISIONS

21) Non-Discrimination. Vendor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), the Drug Abuse Prevention and Treatment Amendments of 1978 (21 U.S.C. § 1101 et seq.), the Public Health Service Act of 1944 (42 U.S.C. §§ 290dd through 290dd-2), and all other non-discrimination regulations of the United States Government to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or denied the benefit of Vendor’s services under the Water Program.

22) Equal Treatment. Vendor shall not treat any household receiving Water Program benefits adversely because of such Water Program assistance, including but not limited to charging different or additional fees, costs, rates, or other such charges on the basis of a household’s qualification for or receipt of Water Program benefits.

23) Registration with the Indiana Secretary of State. Vendor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

24) Fraud. Vendor must notify the Local Service Provider if it determines that any client has misrepresented information or failed to disclose information pertinent to determining the eligibility of Water Program benefits for that client. Such notification may result in the termination and revocation of Water Program benefits from the client’s account. Also, the Vendor must notify IHCD immediately if Vendor identifies fraud on the part of the Local

Service Provider and/or in the Vendor's own company as it relates to the use of Water Program benefits, funding, or the provision of services.

25) Indemnification. Vendor shall indemnify, defend, and hold harmless IHCD, and its employees, agents, and officials, against any and all actions, liabilities, losses, damages, costs, or expenses which they may sustain, incur, or be required to pay by reason of any person suffering bodily injury, death, or property loss or damage as a result of any act or omission of Vendor, or any officer, agent, employee, or subcontractor thereof, in carrying out activities under this Agreement. Vendor shall require any subcontractor to indemnify Vendor and IHCD, and their employees, agents, and officials, as part of any subcontract issued pursuant to this Agreement. The IHCD shall not provide such indemnification to Vendor. The obligations set forth in this section shall survive the termination or expiration of this Agreement.

26) Choice of Law. The terms and provisions of this MOA shall be governed by and interpreted under the laws of the State of Indiana and any and all disputes hereunder shall be litigated in courts located in Marion County in the State of Indiana.

27) Notice to Parties. Whenever any notice, statement or other communication is required under this MOA, it shall be sent to the following addresses, unless otherwise specifically advised.

a. Notices to IHCD shall be sent to:

Community Programs – Water Assistance Program
Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 900
Indianapolis, Indiana 46204

or

via e-mail: water@ihcda.in.gov

b. Notices to the Vendor shall be sent to:

This should be a corporate contact, the person who will receive confirmation of transmittals or changes to the program:

Name: _____

Address: _____

City, State, Zip: _____

Email Address (required): _____

Phone Number: _____

c. Vendor Point of Contact

Point of contact for all data collection for Water Consumption Data and vendor monitoring shall be stated below. Upon changes, IHCDCA must be notified within 30 (thirty) days with a new contact person and all information below.

Name: _____

Address: _____

City, State, Zip: _____

Email Address (required): _____

Phone Number: _____

28) Funding Cancellation and Termination for Convenience. When the Executive Director of IHCDCA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this MOA, it shall be canceled. Such determination shall be final and conclusive. This MOA may be terminated, in whole or in part, by the IHCDCA whenever, for any reason, IHCDCA determines that such termination is in the best interest of IHCDCA by notice in writing.

29) Termination of Agreement. If this MOA is terminated by either party and the Vendor has accepted and received any Water Program payments prior to the termination of the MOA, the Vendor may also still be accountable for compliance with Sections 14, 15, 18, 19, 22, and 25 of this MOA.

NON-COLLUSION ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Vendor, or that the undersigned is the properly authorized representative, agent, member or officer of the Vendor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Vendor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this MOA other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the MOA, the Vendor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, Vendor and IHCD A have, through their duly authorized representatives, entered into this MOA. The parties, having read and understood the foregoing terms of this MOA, do by their respective signatures dated below hereby agree to the terms thereof.

AGREEMENT TO USE ELECTRONIC SIGNATURES

I agree, and it is my intent, to sign this Agreement by accessing the electronic signature tool in Adobe to electronically submit this Agreement to IHCD A. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein and my authority to bind the Subgrantee. I also understand that if I decide not to sign this Agreement electronically, I must notify IHCD A so that this Agreement may be re-submitted to me and I may sign it and return it to IHCD A in the traditional manner.

AUTHORITY TO BIND

The signatory for the Subgrantee represents that he/she has been duly authorized to execute this Agreement on behalf of the Subgrantee and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Subgrantee when his/her signature is affixed and accepted by IHCD A.

Vendor

Company Name: _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

Indiana Housing and Community Development Authority

Signed By: _____

Printed Name: S. Kyleen Welling

Title: Chief of Staff and Chief Operating Officer

Date: _____

ATTACHMENT A

LIST OF LOCAL SERVICE PROVIDERS

Check All that Apply	Agency		Counties Served
<input type="checkbox"/>	AREA IV	Area IV Agency on Aging and Community Action Programs, Inc.	Boone, Carroll, Clinton, Hamilton, Hendricks, Tippecanoe, White
<input type="checkbox"/>	AREA V	Area V Agency on Aging and Community Services, Inc.	Cass, Howard, Miami, Tipton, Wabash
<input type="checkbox"/>	CANI	Community Action of Northeast Indiana, Inc.	Allen, LaGrange, Noble, Whitley, Steuben, DeKalb
<input type="checkbox"/>	CAPE	Community Action Program of Evansville and Vanderburgh County, Inc.	Gibson, Posey, Vanderburgh
<input type="checkbox"/>	CASI	Community Action of Southern Indiana, Inc.	Clark, Floyd, Harrison
<input type="checkbox"/>	CFS	Community and Family Services, Inc.	Adams, Blackford, Huntington, Jay, Randolph, Wells
<input type="checkbox"/>	CAPWI	Community Action Program, Inc. of Western Indiana	Benton, Fountain, Montgomery, Parke, Vermillion, Warren
<input type="checkbox"/>	HSI	Human Services, Inc.	Bartholomew, Decatur, Jackson, Johnson, Shelby
	HUEDC	Hoosier Uplands Economic Development Corp.	Lawrence, Martin, Orange, Washington
<input type="checkbox"/>	ICAP	Interlocal Community Action Program, Inc.	Delaware, Grant, Hancock, Henry, Madison, Rush, Fayette, Wayne
<input type="checkbox"/>	JBNC	John H. Boner Community Centers, Inc.	Marion
<input type="checkbox"/>	LHDC	Lincoln Hills Development Corporation	Crawford, Perry, Spencer
<input type="checkbox"/>	NCCAA	North Central Community Action Agencies, Inc.	LaPorte, Pulaski, Starke
<input type="checkbox"/>	NWICA	Northwest Community Action Agency, Inc.	Jasper, Lake, Newton, Porter
<input checked="" type="checkbox"/>	OVO	Ohio Valley Opportunities Inc.	Jefferson, Jennings, Scott
<input type="checkbox"/>	PACE	PACE Community Action Agency, Inc.	Daviess, Greene, Knox, Sullivan
<input type="checkbox"/>	REAL	REAL Services, Inc.	Elkhart, Fulton, Kosciusko, Marshall, St. Joseph
<input type="checkbox"/>	SCCAP	South Central Community Action Program, Inc.	Brown, Monroe, Morgan, Owen
<input type="checkbox"/>	SIEOC	Southeastern Indiana Economic Opportunity Corp.	Dearborn, Franklin, Ohio, Ripley, Switzerland, Union
<input type="checkbox"/>	TRICAP	Dubois-Pike-Warrick Economic Opportunity	Dubois, Pike, Warrick
<input type="checkbox"/>	WICAA	Western Indiana Community Action Agency, Inc.	Clay, Putnam, Vigo

ATTACHMENT B

MANDATORY LIST OF VENDOR'S OTHER LOCATIONS

**Subsidiaries must have the same deposit location and W-9 as the parent company,
otherwise separate MOAs must be filled out for each location.**

(Please add additional pages if needed)

Other Location(s) Legal Name	Other Location(s) Address (number and street, city, state, zip)	Other Location(s) Contact	Other Location(s) Phone #

ATTACHMENT C

Vendor ACH Authorization Form (Direct Deposit)

As required by IC 4-13-2-14.8, all payments shall be made in arrears in conformance with State fiscal policies and procedures, and by electronic funds transfer to the financial institution designated by the Vendor. If a buy-out or merger occurs, this form must be updated within 30 (thirty) days.

Please complete all areas and sign prior to returning. A voided check may be attached to this form.

(Name)

(Title)

(Address)

Funds Information

(Name of Financial Institution)

(Address of Financial Institution)

Checking or Savings (Circle the Account Type)

Financial Institution Routing Number: (9 Digits)_____

Checking/Savings Account Number: _____

These numbers are located on the bottom of your check as follows:

⌚ 123456789 ⌚ 1234567890123 ⌚
Routing Number Account Number

I hereby authorize the Indiana Housing and Community Development Authority (“IHCDA”) to remit payments to and initiate entries to:

_____’s checking/savings accounts at the financial institution listed above, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until IHCDA is notified by an authorized individual in writing to cancel it in such time as to afford IHCDA and the financial institution a reasonable opportunity to act on it. In addition, I certify that I have full authority to execute this authorization and grant the rights to IHCDA contained herein.

(Authorized Signature)

(Date)