

LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM  
VENDOR PAYMENT AGREEMENT  
**MID FLORIDA COMMUNITY SERVICES, INC.**  
820 KENNEDY BLVD  
BROOKSVILLE, FL 34601

&

**HERNANDO COUNTY  
WATER & SEWER DISTRICT**  
15470 Flight Path Drive,  
Brooksville, FL 34604

**THIS LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM VENDOR PAYMENT AGREEMENT** is entered into by and between the **HERNANDO COUNTY WATER & SEWER DISTRICT**, a body corporate and politic, whose address is 15470 Flight Path Drive, Brooksville, FL 34604, hereinafter referred to as (the “**County**”), and **MID FLORIDA COMMUNITY SERVICES, INC.**, whose address is 820 Kennedy Boulevard, Brooksville, FL 34601, hereinafter referred to as (the “**Agency.**”)

**WHEREAS**, this Agreement is a contract between Mid Florida Community Services, Inc., and the Hernando County Water & Sewer District for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services; and,

**WHEREAS**, the Low-Income Household Water Assistance Program (LIHWAP) is a federally funded program which is administered through the Agency; and,

**WHEREAS**, Hernando County Water & Sewer District is a public water utility provider engaged in providing water and wastewater service to residential customers in Hernando County and which agrees to receive LIHWAP-funded payments on behalf of eligible LIHWAP Recipients; and,

**WHEREAS**, the funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services; and

**WHEREAS**, the parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low-Income Household Water Assistance Program supplemental terms and conditions; and

**WHEREAS**, the undersigned Hernando County Water & Sewer District hereby agree to and entered into this Agreement with Mid Florida Community Services, Inc to receive vendor payments from eligible recipients of the Low-Income Household Water Assistance Program (LIHWAP).

**NOW, THEREFORE**, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the County and Agency, the parties agree as follows:

**1. Whereas Clauses.**

- A. The WHEREAS clauses set forth above are incorporated herein by reference and made part of this agreement.

**2. Term of Agreement**

- A. This Agreement is in effect until terminated as described in the ‘Termination’ section. Both parties have executed this contract as of the day and year indicated by the Authorized agent’s signature. The agreement will begin May 1, 2023, until the end of the program.

**3. Modifications of Agreement**

- A. All modifications to this Agreement shall be in writing and agreed upon by both Parties.

**4. Termination of Agreement**

- A. This Agreement will terminate effective immediately upon determination by the Agency that the County is not in compliance with the terms of this Agreement. The County will be notified within fifteen (15) calendar days of the termination.
- B. Either the Agency or the County may terminate this Agreement with or without cause and without cost by giving the other Party at least 60 calendar days written notice.
- C. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit prior to termination.

**5. Agency Responsibilities**

**The Agency will:**

- A. Provide outreach activities in an equitable manner to ensure notification of the program is given to the potentially eligible households.
- B. Screen for low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services.
- C. Based on established criteria, determine household eligibility for LIHWAP based on the State/Territory or Tribal approved Grantee Plan in a timely manner.
- D. Accept referrals for LIHWAP benefits by the County.
- E. Provide authorization for approval and services.

- F. Review invoice(s) submitted by the County. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- G. Provide payment to the County after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Agreement, upon full compliance by the County with the terms herein.
- H. **Payment Set up:**
1. Agency will record approved water assistance services per eligible household in the Department of Economic Opportunity (DEO) approved case manager application according to the LIHWAP field manual distributed to the Agency upon implementation of the program for that fiscal year. Agency will obligate funds according to subrecipient grant award and submit requests for reimbursement to DEO.
  2. Agency will provide payment to the County, within forty-five (45) days of receipt of proper invoice(s), and any additional required documentation or clarification, for services rendered pursuant to this Agreement.
  3. Agency will issue payment to the County as follows: Attention: Accounts Receivable, Hernando County Utilities Department, 15365 Cortez Blvd., Brooksville, Fl 34613 and clearly indicate the payment is Agency LIHWAP funds, for the benefit of name/address of the recipient, and the amount to be applied.
- I. Comply with all relevant state and federal laws and regulation in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the Administration for Children and Families. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP. Such notice may be distributed by email.
- J. The Agency will be responsible to collect and retain the following program data indicators from the households set forth in Terms Ten and Eleven of the supplemental terms and conditions:
1. Track the number and income levels of households assisted by this award; and
  2. Collect the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger); and
  3. Gather administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.

- K. Be responsible for planning and prioritizing funds for households in communities throughout their jurisdiction except for households within tribal jurisdictions for which Office of Community Services (OCS) has reserved a portion of LIHWAP funds.

## **6. County Responsibilities**

### **The County shall:**

- A. Provide the Agency with a copy of the Employer Identification Number document number used by the IRS as the County's tax identification number.
- B. Provide the Agency 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.
- C. Notify the Agency immediately when the tax identification number is changed. A new W-9 form will be completed and returned to the Agency
- D. Notify the Agency within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

### **Financial Information/Billing:**

- E. Provide water and/or wastewater services to each eligible and approved residential households for which payment is provided under LIHWAP.
- F. Charge LIHWAP households using the County's normal billing process.
- G. Restore water services upon payment [OCS DOES NOT RECOMMEND PAYMENT IF IT WILL NOT RESULT IN WATER RESTORATION]
- H. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process.
- I. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- J. Do Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.
- K. Do Not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.
- L. Post all payments to customer accounts within 3-5 business days. Note: LIHWAP payments may be used to pay past due and/or outstanding balances for customers whose accounts are currently open/active, and the household is approved for LIHWAP assistance.

- M. Provide a statement to LIHWAP Recipients clearly indicating the cost of home drinking water and/or wastewater services provided.
- N. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the County's corresponding fiscal year (September 30).
- O. Do Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- P. Cooperate with any Federal, State, or local investigation, audit, or program review. The County shall allow Agency representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.
- Q. Take corrective action in the time frame specified by the Agency if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the County into compliance.
- R. Understand that failure to implement corrective actions may result in immediate disqualification from participation in the LIHWAP.

**Data Collection:**

- S. The data must be provided within a time frame specified by the Agency and must be provided in the format requested by the Agency.
- T. The household's signed LIHWAP application will authorize the County to release this information to the Agency.
- U. The County will provide, at no cost to the Agency or the household, the data requested below by or on behalf of the Agency,
  - 1. Provide written information to the Agency on an applicant household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods.
  - 2. Provide the itemized amount, cost, and type of water assistance and services provided for households approved for assistance under this award.
  - 3. Provide the type of water assistance used by each household, i.e., drinking water, wastewater etc.
  - 4. Identify the impact of the LIHWAP program on each recipient and eligible household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).
  - 5. Notify the Agency of any household situation that threatens life, health, or safety.

## 7. Joint Duties

- A. Both the County and the Agency agree to meet with designated staff bi-annually to review any recommendations, accomplishments, unmet needs and lessons learned as specified in the supplemental terms and conditions.

## 8. General Conditions

- A. **AUTHORITIES.** Nothing herein shall be construed as authority for either Party to make commitments that will bind the other party beyond the scope of services contained herein.
- B. **DISCRIMINATION.** The County shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination.
- C. **CONFIDENTIALITY.** The County and the Agency 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 Agency's written consent and only in accordance with federal or state law. Vendors 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 Agency of any breach or suspected breach in the security of such information. The County shall allow the Agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- D. **SUBCONTRACTS.** The Agency reserves the right to require the County to obtain permission to subcontract any portion of the work. If requested by the Agency, the County shall furnish the Agency with the names, qualifications, and experience of their proposed subcontractors. The County shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.
- E. **FRAUD.** The County 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 Agency or knowingly allowing others to do so; intentional failure to notify the Agency of a change in circumstances that affects payments received by the County; intentionally accepting payments that the County knows, or by reasonable diligence would know, the County is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the County 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.

- F. **NON-FRAUD OVERPAYMENTS.** For overpayments received by the County that are not the result of intent to defraud, the County shall be required to repay the full amount to the Agency.
- G. **BINDING ON HEIRS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assign of each party, but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- H. **DUE AUTHORIZATION.** The persons executing this Agreement on behalf of a party represent and warrant to the other party that he or she has been duly authorized by such party to so execute this Agreement.
- I. **Indemnification.** Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for acts, omissions and/or negligence of the other party.
- J. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.
- K. **Governing Law and Venue.** The parties agree that the laws of the State of Florida shall govern any dispute arising out of or related to this Agreement. Venue for any dispute, claim or action arising out of, or related to, this Agreement shall be in the Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Hernando County, Florida, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. Litigation in federal court is precluded by agreement of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world. Each party hereto agrees to bear their own attorney fees and costs in the event of any dispute. To the extent permitted by law, the parties in this Agreement agree to and do



waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

- L. **SEVERABILITY.** If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

HERNANDO COUNTY WATER & SEWER DISTRICT  
by and through its governing body,  
Hernando County Board of  
County Commissioners

Attest:

\_\_\_\_\_  
Doug A. Chorvat, Jr.  
Clerk of Court

\_\_\_\_\_  
John Allocco  
Chairman

\_\_\_\_\_  
Date

Approved as to Form  
and Legal Sufficiency

By: Victoria Anderson  
County Attorney's Office

Witness:

Bryana Gobin  
Print Name:

Bryana Gobin  
Signature

3/23/2023  
Date

MID FLORIDA COMMUNITY  
SERVICES, INC.

[Signature]  
Steve Homan  
Chief Compliance Officer

3/23/2023  
Date