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To: Chairman Randy Tobler & MVWD Board of Directors
From: Joseph Davis, General Manager
Date: June 29, 2022
Subject: Low-Income Water Assistance Program

Background:

The State of Nevada Division of Welfare and Supportive Services (DWSS) is administering a water and sewer assistance program, utilizing funding from the Consolidated Appropriations Act, 2021 and the American Rescue Plan Act of 2021. This federally funded DWSS-administered program, the Low-Income Household Water Assistance Program (Assistance Program), helps low-income households pay water and wastewater bills that are both overdue and current.

Payment assistance will be provided to households with either disconnected or pending disconnection of water and/or wastewater services and those who need assistance paying their current water and/or wastewater bills. To qualify, recipients of this Assistance Program must have an income at or below 150 percent of the Federal Poverty Guideline.

Upon receipt of an Assistance Program application, the DWSS will contact the District to review customer account information necessary to determine eligibility. Once approved, assistance will be provided to households with disconnected or pending disconnection of water services for items including reconnection fees, late fees, interest, lien removal fees, fines, etc.

Payment of current water bills will be provided based on income and household size. Distribution of Assistance Program funds will be made directly to the District.

If approved, the attached Water and Sewer Assistance Program Vendor Agreement (Agreement) provides the terms and conditions necessary to allow the District to receive funds for payment of water bills for customers who apply and qualify for the Assistance Program

Suggested Motion

Move to authorize the General Manager to sign the attached Water and Sewer Assistance Program Vendor Agreement

**WATER AND SEWER ASSISTANCE PROGRAM
VENDOR AGREEMENT**

Between the State of Nevada
Department of Health and Human Services
Division of Welfare and Supportive Services (DWSS)
Energy Assistance Program-Water and Sewer Assistance Program (EAP-WSAP)

1470 College Parkway
Carson City, Nevada 89706-7924
Phone: (775) 684-0552 Fax: (775) 684-0680

And

**Moapa Valley Water District
601 N Moapa Valley Blvd
Overton, NV 89040
702-397-6893**

This agreement between the Energy Assistance Program (EAP)-Water and Sewer Assistance Program (WSAP) and the undersigned company, Moapa Valley Water District, (hereinafter called Company) is made pursuant to the Low-Income Water Assistance Program (LIHWAP) authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. The Company will assist the Division of Welfare and Supportive Services (DWSS) in the administration of the WSAP by providing the services designated within this agreement.

THE COMPANY AGREES TO:

1. Implement policies and procedures established by the WSAP for the payment, refund, and reconciliation of benefits, and ensure these policies and procedures are communicated to all appropriate Company employees.
2. Accept payment from the WSAP on behalf of eligible clients and credit the accounts specified in the transmittal documents. If the client has an account that is different from the one specified in the transmittal document or the client's account has been closed, the Company shall immediately contact the EAP –WSAP before crediting any portion of the payment.
3. If a client's and/or household's account has been closed and they no longer have an account with the Company, return unused WSAP benefits to the EAP-WSAP within thirty (30) days of closure of the client's and/or household's account with the Company unless the WSAP benefit was posted to the client's and/or household's account more than 12-months before the account closed; these funds would not be refunded to the EAP-WSAP. Send all refunded amounts to:

Division of Welfare and Supportive Services
Attention: Fiscal
1470 College Parkway
Carson City, NV 89706

4. Provide specific customer account information necessary for determining client/household eligibility and benefits and provide a 12-month water usage history for individual water and sewer assistance clients/households upon request of the EAP-WSAP.
5. For those WSAP clients/households requesting assistance with past due charges owed to the Company, the Company must provide: 1) specific customer account (arrearage) information necessary to establish the debt, and 2) the period of time the debt covers.
6. Accept payment promises from EAP-WSAP staff and provide the required client/household services in the monetary amount stipulated within 48 hours of the promise to pay.
7. Provide written reconciliations and confirmation that WSAP benefits have been credited to the appropriate accounts and if applicable, the date of service restoration or removal of disconnection status monthly by the 10th of the following month.
8. Not charge WSAP clients for any costs other than the difference between the actual and customary charges for the water or sewer services supplied and the payment provided under the WSAP.
9. Treat WSAP clients/households the same as any other Company customer.
10. Not discriminate against WSAP client/households in either the usual and customary cost of goods supplied, or the normal services provided.

THE ENERGY ASSISTANCE PROGRAM AGREES TO:

1. Review and process all water and sewer assistance applications.
2. Notify the applicant, in writing, the household is either: 1) eligible and the amount of the payment(s), to whom the payment(s) will be made, and the approximate payment date; or, 2) ineligible and the reason why.
3. Process benefit payments to the Company for credit to the accounts of eligible clients who list the Company as their vendor.
4. Accept and process refunds from the Company.
5. Maintain a record of the amounts awarded to eligible clients/households and payments made on their behalf.
6. Supply applications and informational materials, at no cost, to the Company.
7. Notify the Company of policies and procedures regarding the payment, refund, and reconciliation of benefits.

BOTH PARTIES MUTUALLY AGREE:

1. Both parties are independent contractors. If the Company meets the definition of an independent contractor under NRS 333.700 then all the provisions of NRS 333.700 apply.
2. This agreement shall be in effect from date of approval through September 30, 2023. It is further understood and agreed either party to this agreement may terminate this

