

INTEROFFICE MEMORANDUM



TO: Hakeem Oshikoya, Director, Finance Department
FROM: Jaunius Simokaitis, Utility Billing and Collections Manager, Finance Department
DATE: February 17, 2022 *Jaunius Simokaitis*
SUBJECT: Recommendation to participate in Low-Income Household Water Assistance Program (LIHWAP)

Mr. Hakeem,

We have been contacted by a representative from the GA Department of Human Services Division of Family and Children Services (DHS-DFCS) about a **Low-Income Household Water Assistance Program** (LIHWAP) they are managing.

LIHWAP, is a federal program that helps low-income households pay for drinking water and wastewater for their homes.

While the program itself is managed by the GA Department of Human Services Division of Family and Children Services, the actual application process for Fulton County residents is being handled by Fulton-Atlanta Community Action Authority, Inc.

The amount of assistance is determined by household size, income, and composition. For applicants with an arrearage or past due amount for your water bill, the program will pay the entire arrearage/past due amount AND provide either a \$200 or \$300 benefit (depending on the household's income), toward your current water bill.

Households without an arrearage/past due amount at present can expect to receive either a \$200 or \$300 benefit (depending on the household income), toward their current water bill. **Payments are only issued directly to the household's water supplier.**

In order to participate, the applicant's water service provider must sign the LIHWAP Home Water Supplier agreement. By signing the agreement, we would agree to maintain regular communications with the Community Action Agency and DHS-DFCS as well as agree to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients. A copy of the agreement as well as other supporting documentation is attached to this memo.

Our participation in this program would be beneficial to our customers and the County.

I would recommend signing the agreement so that our customer could start seeking assistance right away.

cc: Ray Turner, Deputy Director, Finance Department
David Clark, Director, Public Works Department
Corlette Banks, Environmental Quality and Education Manager, Public Works



AGREEMENT
BETWEEN
THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY
AND CHILDREN SERVICES
AND

[Name of Home Water Supplier]

FOR
THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

This Agreement ("Agreement") is made and entered into by and between the Georgia Department of Human Services, Division of Family and Children Services ("DHS-DFCS") and [redacted] ("Home Water Supplier"), each individually a "Party" and collectively referred to as the "Parties" and shall be effective upon the date of last signature by the authorized representatives of the Parties ("Effective Date").

WHEREAS, DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the "State") through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.;

WHEREAS, Home Water Supplier refers to any private or public entity in the business of supplying water for human consumption and/or wastewater related services to customers through public water systems, such as pipelines.

WHEREAS, DHS and Home Water Supplier are empowered to enter into this Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement.

WHEREAS, DHS and Home Water Supplier enter this Agreement for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program ("LIHWAP"). The term "arrearage" includes any past due balance on an account.

WHEREAS, DHS operates LIHWAP in accordance with Term Eleven in the Supplemental Terms and Conditions, incorporated in this Agreement as **Attachment A**, as set forth by the United States Department of Health and Human Services' Administration for Children and Families, Office of Community Services. 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 eligible low-income households have access to drinking water and wastewater services.

WHEREAS, DHS and Home Water Supplier acknowledge that the services provided under this Agreement are governed by and subject to the federal and state laws and regulations in accordance with LIHWAP and its Supplemental Terms and Conditions (**Attachment A**).

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES' JOINT RESPONSIBILITIES

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the Agreement.

1.2. Work in partnership with each other and with each Party's authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this Agreement.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this Agreement. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

2. HOME WATER SUPPLIER RESPONSIBILITIES

Home Water Supplier agrees to:

General:

2.1. Provide DHS-DFCS a copy of the Employer Identification Number document, which was issued to the Home Water Supplier and which displays the number used by the IRS as the Home Water Supplier's tax identification number.

2.2. Provide DHS-DFCS 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.

2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

2.4. Notify DHS-DFCS 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.

2.5. For privately owned Water Companies: Notify DHS-DFCS if the Home Water Supplier owner or an employee of the Home Water Supplier is also employed by DHS-DFCS or a member of his/her immediate family is employed by the DHS-DFCS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner/employee and who is a dependent of the owner.)

2.6. For the purpose of monitoring compliance with this Agreement and LIHWAP program compliance, the Home Water Supplier agrees to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients.

2.7. The provisions found at Section 5 of this Agreement are hereby incorporated.

Financial Information/Billing:

2.8. Provide drinking water and/or wastewater services to each eligible and approved residential household, for which payment is provided under this Agreement.

2.9. Charge LIHWAP households using the Home Water Supplier's normal billing process.

2.10. Apply LIHWAP funds for currently open/active accounts, only, as follows:

2.10.1. Do not apply LIHWAP funds to any closed/inactive accounts.

2.10.2. If there is an arrearage on an open/active account, apply all LIHWAP funds to the arrearage on the account first. All remaining payment shall be applied to the customer's current account balance, which may result in a credit on the account. If the water services have been disconnected, the Home Water Supplier agrees to restore water services within 10 business days upon the receipt of the payment from LIHWAP.

2.10.3. If there are no arrears on an open/active account, apply all LIHWAP funds to the customer's current account balance, which may result in a credit on the account.

2.10.4. Charge all LIHWAP households the same rate for home drinking water and/or wastewater services that the Home Water Supplier bills to non-LIHWAP households.

2.10.5. Do not apply LIHWAP payments to account balances that have previously been written off.

2.10.6. Do not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.

2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.

2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.

2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.

2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

2.15. Take corrective action in the timeframe specified by the DHS-DFCS 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 Home Water Supplier into compliance.

2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:

2.17.1. Written information to DHS-DFCS on an eligible 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 even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Water Supplier will provide LIHWAP with the requested data and include the number of months that the data supports.

2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.

2.17.3. The type of water assistance used by the eligible household, i.e., drinking

water, wastewater etc.

2.17.4. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

2.18. The performance measures data must be provided at no cost to DHS-DFCS nor the account holder and provided to DHS-DFCS within a timeframe specified by DHS-DFCS. Additionally, the performance measures data must be provided in the format requested by DHS-DFCS (or an authorized agent for the DHS-DFCS) for the purposes of verification, research, evaluation, analysis, and reporting. Prior to requesting performance measures data, DHS-DFCS will obtain authorization for release of information from the LIHWAP applicant.

3. DHS-DFCS RESPONSIBILITIES

DHS-DFCS agrees to:

3.1. DHS-DFCS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Home Water Supplier from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

3.2. Not serve as the Home Water Supplier for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year. Applies to privately owned Water Companies).

3.3. Not serve as the Home Water Supplier for a dwelling/property that s/he owns. (Applies to privately owned Water Companies).

4. TERM

4.1. This Agreement shall begin on the Effective Date and shall continue until September 30, 2022 ("Initial Term"), unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this Agreement shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this Agreement may be renewed by the Parties for an additional term, which shall begin on October 1 and end at midnight on September 30, of the following year ("Renewal Option") as follows:

Initial Term: Effective Date – September 30, 2022

Renewal Option: October 1, 2022 – September 30, 2023

4.2. The terms and conditions in effect at the time of the renewal shall apply to each renewal term. DHS-DFCS shall send Home Water Supplier written notice memorializing the Parties' intent to exercise a renewal option under this Agreement. Renewal is not automatic.

5. PAYMENT

5.1. All funds for payment made pursuant to this Agreement will be paid directly to the Home Water Supplier by a DHS-DFCS contracted Community Action Agency, as outlined in this Agreement. “Responsibilities of the Community Action Agency” are detailed in **Attachment B** of this Agreement.

5.2. If a Community Action Agency notifies the Home Water Supplier that a payment is a duplicate or was sent in error, the refund check must be made payable to the Community Action Agency within 10 business days of notification. The Home Water Supplier shall refund only the portion of the payment that was a duplicate or the portion of the payment that was sent in error. Do not return the entire check.

5.3. If the Home Water Supplier receives notification that a LIHWAP payment has not posted to the correct account, the Home Water Supplier must credit the LIHWAP payment to the correct account within 5 business days.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

7. TERMINATION

7.1. This Agreement may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days’ written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the Agreement infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party’s obligations hereunder.

7.2. In the event of termination of this Agreement for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, *Dispute Resolution***, shall govern.

8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this Agreement, in whole or in part, without additional written notice.

9. LIMITATION OF LIABILITY

9.1. No civil action may be brought under this Agreement by one Party against the other Party.

9.2. DHS-DFCS shall not be held liable for claims arising solely from the acts, omissions or negligence of Home Water Supplier. Home Water Supplier shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DFCS.

10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

10.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

10.2. Pursuant to 45 C.F.R § 160.103, the Parties agree that DHS-DFCS is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information. DHS-DFCS from time to time may disclose "protected health information" ("PHI") to carry out the functions of this Agreement. These disclosures relate to PHI created or acquired by DHS-DFCS in connection with programs it administers.

10.3. PHI disclosed pursuant to this Agreement is confidential information and will be subject to appropriate safeguards while in DHS-DFCS possession. PHI will not be re-disclosed by DHS-DFCS or its employees without the written consent of the individual to whom the PHI relates or that individual's authorized representative, except as may be required by compulsory legal process. PHI will be retained by DHS-DFCS as required by law and, as appropriate, will be destroyed only in accordance with approved records retention schedules.

10.4. DHS-DFCS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter referred to as 'HIPAA'), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of PHI that a Business Associate may receive or create on behalf of DHS-DFCS pursuant to this Agreement, and to document those assurances by entering into a Business Associate Agreement with certain entities that provide activities and/or services involving the use of PHI.

10.5. The Home Water Supplier who utilizes, accesses, or stores personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHS-DFCS of any breach or suspected breach in the security of such information. The Home Water Supplier shall allow DHS-DFCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

11. NOTICE

11.1. All notices, requests, or other communications (excluding invoices) under this Agreement shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

DHS-DFCS:

Project Leader

Cynthia Bryant, MPH
LIHEAP/CSBG/LIHWAP Unit Manager
2 Peachtree Street
Suite 21-253
Atlanta, GA 30303
(404) 463-1679
Cynthia.Bryant@dhs.ga.gov

Contracts Administrator

Contracts Manager
Office of Procurement, Contracts and Vendor Management
2 Peachtree Street, NW
Suite 27-214
Atlanta, Georgia 30303
(404) 656-4861
(770) 359-3276 (fax)

Home Water Supplier

Refer to Attachment C for the Home Water Supplier's contact information.

11.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement.

12. AMENDMENTS IN WRITING

12.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this Agreement as an amendment. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

13. COMPLIANCE WITH APPLICABLE LAWS

13.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the Agreement, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this Agreement, or those which become effective or are amended during the life of the Agreement - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

14. ASSIGNMENT

14.1. No Party may assign this Agreement, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. If requested by DHS-DFCS, the Home Water Supplier shall furnish DHS-DFCS the names, qualifications, and experience of their proposed subcontractors. The Home Water Supplier 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.

15. DISPUTE RESOLUTION

15.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

16. MISCELLANEOUS PROVISIONS

16.1. Audits. The Parties may audit the performance of this Agreement following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

16.2. Boycott of Israel. Home Water Supplier certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

16.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

16.4. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this Agreement.

16.5. Parties Bound. This Agreement is binding upon all employees, agents and third-party vendors of Home Water Supplier and DHS-DFCS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

17. WAIVER AND SEVERABILITY

17.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

18. COUNTERPARTS/ELECTRONIC SIGNATURES

18.1. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

19. ENTIRE AGREEMENT

19.1. This Agreement together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

20. NONDISCRIMINATION

20.1. The Home Water Supplier 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. Additionally, the Home Water Supplier shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

21. FRAUD

21.1. The Home Water Supplier 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 DHS-DFCS or knowingly allowing others to do so; intentional failure to notify the DHS-DFCS of a change in circumstances that affects payments received by the Home Water Supplier; intentionally accepting payments that the Home Water Supplier knows, or by reasonable diligence would know, the Home Water Supplier is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Home Water Supplier 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.

21.2. For overpayments received by the Home Water Supplier that are not the result of intent to defraud, the Home Water Supplier shall be required to repay the full amount to the Community Action Agency.

(SIGNATURES ON FOLLOWING PAGE)

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

Chris Hempfling, Deputy Division Director &
General Counsel, DFCS

Date

[Name of Home Water Supplier]

[Name of signatory], [Title]

Date

ATTACHMENT A



ADMINISTRATION FOR
CHILDREN & FAMILIES
330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under [45 CFR Part 75](#). In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the [General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants](#).

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report [SF-425 Federal Financial Report](#). Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. Project Period. The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. Liquidation Deadline. All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
 - a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "[Single Audit Act](#)").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
 - a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

- c. the number and income levels of households assisted by this award;
 - d. 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);
 - e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
 - f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
11. The following are the program requirements, consistent with instructions in [P.L. 116-260, Section 533](#) and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:
- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
 - b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
 - c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 - 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 - 2. supplemental security income payments under title XVI of the Social Security Act;
 - 3. food stamps under the Food Stamp Act of 1977;
 - 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);
 - ii. households with incomes that do not exceed the greater of the following:
 - 1. an amount equal to 150 percent of the poverty level for such state; or
 - 2. an amount equal to 60 percent of the state median income;
 - 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
 - d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

or

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the [Pandemic Emergency Assistance Fund](#) and the U.S. Department of Treasury's [Emergency Rental Assistance Program](#).

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the [Emergency Rental Assistance Program](#).
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis 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.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

EFFECTIVE PERIOD

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor's Authorized Official

Name of State/Territory: Georgia

LIHWAP State/Territory Lead Agency: Georgia Division of Family and Children Services

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

Tom C.
x Rawlings

Digitally signed by Tom C. Rawlings
DN: cn=Tom C. Rawlings, o=Georgia
Division of Family and Children
Services, ou=Director,
email=tom.rawlings@dhs.ga.gov, c=US
Date: 2021.04.27 11:00:54 -04'00'

Governor's Authorized Official

RESPONSIBILITIES OF THE COMMUNITY ACTION AGENCY

- a. Based on established criteria, determine household eligibility for LIHWAP based on the State's approved Grantee State Plan in a timely manner.
- a. Accept and process referrals from the Home Water Supplier for LIHWAP
- b. Provide payment to the Home Water Supplier after a household has been determined eligible for services rendered pursuant to this Agreement,
- c. Batch payments based on Home Water Supplier and application completion date. Home Water Supplier will receive paper checks with a report featuring Applicant Name, last four digits of the Social Security Number, Account Address, Account Number, Account Name, and Approved Benefit Amount from the administering Community Action Agency.
- d. To secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Water Supplier. The Community Action Agency represents and warrants to the Home Water Supplier that it has obtained an Authorization for Release of General and/or Confidential Information from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHWAP. The Release authorizes any utility service provider, including the Home Water Supplier that participates in LIHWAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty- four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Water Supplier if any eligible household under LIHWAP at any time declines to authorize the Home Water Supplier to disclose such information to the

Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Water Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Water Supplier from any and all losses, costs, damages or expenses incurred by the Home Water Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Water Supplier's participation in LIHWAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

- e. Notwithstanding the foregoing, the DHS-DFCS do not indemnify and/or hold harmless neither the Home Water Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Water Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Water Supplier, or on the Home Water Supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Water Supplier (collectively, the "indemnity Claims"). This indemnification extends to the successors and assigns of the Home Water Supplier, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Water Supplier. The Home Water Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
- f. Be responsible for planning and prioritizing funds for households in communities throughout their serving area with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

Water Utility Information Form

ATTACHMENT C

Company Name:	Doing Business As (DBA), if applicable:
Home Water Supplier's Legal Name (as used on Federal Tax Return for Business):	Company Owner Name:
Type of Entity: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government Entity <input type="checkbox"/> Trust <input type="checkbox"/> Estate Utility: <input type="checkbox"/> Investor Owned <input type="checkbox"/> Municipal <input type="checkbox"/> Cooperative <input type="checkbox"/> Limited Liability Company (LLC) Is the LLC incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Single Member or <input type="checkbox"/> Multiple Member	Taxpayer Identification (ID) Number: <input type="checkbox"/> Social Security Number (SSN) <input type="checkbox"/> Employer Identification Number (FEIN) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)
Program Primary Contact Name/Title:	Primary Contact Telephone Number:
Primary Contact Email Address:	Mailing Address for Payments:
Office Physical Address:	Office Fax Number:
Contact Name/Title Regarding Payments:	Telephone Number Regarding Payments:
Mailing Address for Payments:	Email Address Regarding Payments:
SERVICES PROVIDED AND BILLED BY HOME WATER SUPPLIER	
<input type="checkbox"/> Water Fees <input type="checkbox"/> Wastewater/Sewer Fees <input type="checkbox"/> Other _____ <input type="checkbox"/> Stormwater Fees <input type="checkbox"/> Groundwater Fees	

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY

_____ STATEWIDE (check if you serve the entire state)

_____ 001 Appling	_____ 041 Dade	_____ 081 Jefferson	_____ 121 Richmond
_____ 002 Atkinson	_____ 042 Dawson	_____ 082 Jenkins	_____ 122 Rockdale
_____ 003 Bacon	_____ 043 Decatur	_____ 083 Johnson	_____ 123 Schley
_____ 004 Baker	_____ 044 DeKalb	_____ 084 Jones	_____ 124 Screven
_____ 005 Baldwin	_____ 045 Dodge	_____ 085 Lamar	_____ 125 Seminole
_____ 006 Banks	_____ 046 Dooly	_____ 086 Lanier	_____ 126 Spalding
_____ 007 Barrow	_____ 047 Dougherty	_____ 087 Laurens	_____ 127 Stephens
_____ 008 Bartow	_____ 048 Douglas	_____ 088 Lee	_____ 128 Stewart
_____ 009 Ben Hill	_____ 049 Early	_____ 089 Liberty	_____ 129 Sumter
_____ 010 Berrien	_____ 050 Echols	_____ 090 Lincoln	_____ 130 Talbot
_____ 011 Bibb	_____ 051 Effingham	_____ 091 Long	_____ 131 Taliaferro
_____ 012 Bleckley	_____ 052 Elbert	_____ 092 Lowndes	_____ 132 Tattnall
_____ 013 Brantley	_____ 053 Emanuel	_____ 093 Lumpkin	_____ 133 Taylor
_____ 014 Brooks	_____ 054 Evans	_____ 094 Macon	_____ 134 Telfair
_____ 015 Bryan	_____ 055 Fannin	_____ 095 Madison	_____ 135 Terrell
_____ 016 Bulloch	_____ 056 Fayette	_____ 096 Marion	_____ 136 Thomas
_____ 017 Burke	_____ 057 Floyd	_____ 097 McDuffie	_____ 137 Tift
_____ 018 Butts	_____ 058 Forsyth	_____ 098 McIntosh	_____ 138 Toombs
_____ 019 Calhoun	_____ 059 Franklin	_____ 099 Meriwether	_____ 139 Towns
_____ 020 Camden	_____ 060 Fulton	_____ 100 Miller	_____ 140 Treutlen
_____ 021 Candler	_____ 061 Gilmer	_____ 101 Mitchell	_____ 141 Troup
_____ 022 Carroll	_____ 062 Glascock	_____ 102 Monroe	_____ 142 Turner
_____ 023 Catoosa	_____ 063 Glynn	_____ 103 Montgomery	_____ 143 Twiggs
_____ 024 Charlton	_____ 064 Gordon	_____ 104 Morgan	_____ 144 Union
_____ 025 Chatham	_____ 065 Grady	_____ 105 Murray	_____ 145 Upson
_____ 026 Chattahoochee	_____ 066 Greene	_____ 106 Muscogee	_____ 146 Walker
_____ 027 Chattooga	_____ 067 Gwinnett	_____ 107 Newton	_____ 147 Walton
_____ 028 Cherokee	_____ 068 Habersham	_____ 108 Oconee	_____ 148 Ware
_____ 029 Clarke	_____ 069 Hall	_____ 109 Oglethorpe	_____ 149 Warren
_____ 030 Clay	_____ 070 Hancock	_____ 110 Paulding	_____ 150 Washington
_____ 031 Clayton	_____ 071 Haralson	_____ 111 Peach	_____ 151 Wayne
_____ 032 Clinch	_____ 072 Harris	_____ 112 Pickens	_____ 152 Webster
_____ 033 Cobb	_____ 073 Hart	_____ 113 Pierce	_____ 153 Wheeler
_____ 034 Coffee	_____ 074 Heard	_____ 114 Pike	_____ 154 White
_____ 035 Colquitt	_____ 075 Henry	_____ 115 Polk	_____ 155 Whitfield
_____ 036 Columbia	_____ 076 Houston	_____ 116 Pulaski	_____ 156 Wilcox
_____ 037 Cook	_____ 077 Irwin	_____ 117 Putnam	_____ 157 Wilkes
_____ 038 Coweta	_____ 078 Jackson	_____ 118 Quitman	_____ 158 Wilkinson
_____ 039 Crawford	_____ 079 Jasper	_____ 119 Rabun	_____ 159 Worth
_____ 040 Crisp	_____ 080 Jeff Davis	_____ 120 Randolph	

Failure to identify all counties served may result in the denial of benefits for households.



Low-Income Household Water Assistance Program (LIHWAP) FAQ

What is LIHWAP and how can LIHWAP help me?

LIHWAP, which stands for Low Income Household Water Assistance Program, is a federal program that helps low-income households pay for drinking water and wastewater for their homes. This program will help you pay your home water bill if the water bill is in your name, or if you can verify that you are experiencing a water burden.

What are the legislative instructions behind the Low-Income Household Water Assistance Program?

The Consolidated Appropriations Act, 2021 (Public Law No.: 116-260) signed on Dec. 27, 2020, included \$638 million in funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to states, territories and tribes to assist low-income households with water and wastewater bills. Additionally, on March 11, 2021, the American Rescue Plan Act of 2021 (Public Law No.: 117-2) appropriated an additional \$500 million to the new LIHWAP effort.

The full appropriations language from both the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act are available on the OCS website through the following weblink:

<https://www.acf.hhs.gov/ocs/law-regulation/lihwap-laws-and-regulations>

When can I apply for LIHWAP assistance in Georgia?

LIHWAP will open on November 1, 2021 in Georgia and will prioritize households that have an arrearage or past due water bill through the remainder of the year. On January 3, 2022, the program will begin serving households that contain seniors 60 years of age and older and households that contain children five years of age and younger. All other households will be eligible to receive LIHWAP assistance beginning February 1, 2022.

Phase	Dates	Priority Group
Phase 1	<i>Nov. 1 through Dec. 31, 2021</i>	Families with past due water bill arrearages
Phase 2	<i>Beginning Jan. 3, 2022</i>	Families with past due water bill arrearages Household with elderly (60 years of age and older) members, or with children five years of age and younger *Candidates do not need to have an arrearage
Phase 3	<i>Beginning Feb. 1, 2022</i>	All other eligible residents

Is there a reason a customer who is income eligible and/or experiencing arrears still may not receive LIHWAP benefits?

Yes. LIHWAP is not an entitlement program. These funds will only be distributed to eligible customers that receive water services through public pipelines from a vendor that has signed an agreement to participate in LIHWAP.

Customers can contact their water vendor and request that the supplier sign an agreement with DHS in order to be eligible to have these funds applied to their account. Unfortunately, families receiving water services from a vendor without a water supplier agreement, will not receive LIHWAP.

Vendors interested in participating in LIHWAP can contact their local Community Action Agency or may send an email inquiry to DHS at liheap-csbq-lihwap@dhs.ga.gov or by calling 404-657-3426.

What will vendors need to do to ensure that their customers can receive LIHWAP?

Water suppliers will need to submit a completed agreement to DHS by email at liheap-csbq-lihwap@dhs.ga.gov. An agreement must be **completed in its entirety** in order to be accepted and to avoid delays in processing.

Can I receive LIHWAP assistance more than once?

No, each household is eligible to apply and receive LIHWAP assistance once per program year.

Will LIHWAP pay for my whole water bill?

The amount of assistance is determined by household size, income, and composition. If you have an arrearage or past due amount for your water bill, the program will pay the

entire arrearage/past due amount AND provide either a \$200 or \$300 benefit (depending on the household's income), toward your current water bill.

Households without an arrearage/past due amount at present can expect to receive either a \$200 or \$300 benefit (depending on the household income), toward their current water bill. Payments can only be issued directly to the household's water supplier. Payments **cannot** be made to individuals or households.

Can I complete a water assistance application online?

No. You must contact the local Community Action Agency responsible for administering the program in your county to apply for benefits. To find out which Community Action Agency covers your area, email LIHEAP-CSBG-LIHWAP@dhs.ga.gov or visit <http://www.georgiacaa.org>

What do I need to bring to the appointment?

You will need to check with your local Community Action Agency for the information needed for the intake process. Examples of information needed will include:

- picture identification,
- social security cards for each member in the household,
- proof of income for the past 30 days,
- current water bill, etc.

Can LIHWAP help with my energy bill?

No. LIHWAP assistance can only be used for drinking water or wastewater services bill payment. For assistance with your energy bill, please inquire with the Community Action Agency about the LIHEAP program.

How long will it take to get my benefits if I am eligible?

Community Action Agencies process LIHWAP benefits in the order received and processing times vary. You must continue to pay your bill until benefits have been issued to your household water supplier to avoid an interruption in services and/or additional fees.

What is the application process for LIHWAP assistance?

You will need to contact your local Community Action Agency to schedule an Intake Appointment to complete the application. If you are determined eligible to receive LIHWAP assistance, you will be informed of the amount of assistance that will be applied to your water bill. The LIHWAP benefit will be issued directly to the household water supplier.

If you are determined ineligible, you will receive notification and documentation

regarding the reason for denial. It is important that you continue to pay your bill to avoid service interruption and/or additional fees while your application is being processed.

Can I apply for LIHWAP with any Community Action Agency?

No. You must complete your application through the Community Action Agency that provides assistance to the county you reside in. Each county is represented by one Community Action Agency.

How do I know if I am eligible for the LIHWAP Program?

Your household water supplier must be a registered vendor for the LIHWAP program with the Department of Human Services (DHS) in order for your household to be eligible for LIHWAP assistance. All LIHWAP assistance payments are applied directly to the water account through the household water supplier, therefore households whose water supplier does not participate in the program will not be eligible for assistance.

The other basic eligibility requirements are :

1. Have a total gross income at or below 60% of the State Median Income Guidelines for Georgia
2. Be responsible for paying the cost of water for the household or be able to verify a water burden
3. Be a US citizen or lawfully admitted immigrant

Where do I apply for LIHWAP assistance?

You must contact your local Community Action Agency to schedule an appointment to complete a LIHWAP application. **To find out which Community Action Agency covers your area, email LIHEAP-CSBG-LIHWAP@dhs.ga.gov or visit <http://www.georgiacaa.org>**

Is LIHWAP a one-time emergency appropriation or an ongoing annual appropriation?

LIHWAP does not have a permanent or ongoing statutory authorization or appropriation beyond the current funding.

	FY 2022 LIHEAP Program 19 Community Action Agencies		
Agency	Counties Served	How to schedule a LIHEAP Appointment	How to schedule a LIHWAP Appointment
Clayton County Community Services Authority, Inc. 1000 Main Street Forest Park, Georgia, 30298-1808 (404) 363-0575	Clayton, Fayette, Henry	To schedule an appointment please go to our website www.claytoncountycsa.org or make a phone appointment at 678-783-8314	To schedule an appointment please go to our website www.claytoncountycsa.org or make a phone appointment at 678-783-8314
Community Action for Improvement, Inc. 1380 LaFayette Parkway LaGrange, Georgia 30240	Carroll, Coweta, Heard, Meriwether, Troup	Clients can go online to schedule an appointment. www.cafi-ga.org , if no internet- call 706-884-2651.	Clients can go online to schedule an appointment. www.cafi-ga.org if no internet- call 706-884-2651
EOA SAVANNAH – CHATHAM COUNTY, INC.618 West Anderson Street Savannah, Georgia 31402 (912) 238-2960	Chatham	For the month of November for LIHEAP <u>Seniors</u> will make appointments by phone <u>starting at 7:00 pm on November 1, 2021</u> the Number is 912-721-7910 . The opening date for THE <u>General Population will be December 1, 2021 starting at 7:00 pm</u> , using the same number above.	Starting November 1st, Clients can call 912-721-7910
Tallatoona CAP, Inc. 1010 N. Tennessee St. Suite 107 Cartersville, Georgia 30120 (770) 382-5388	Bartow, Cobb, Douglas, Floyd, Gordon, Haralson, Paulding, Polk.	Online scheduling system at: www.tallatoonacap.org , or appointment line at 770-817-4666, option 2.	Appointments are only available by calling the appointment line at 770-817-4666 option 2
Central Savannah River Area Economic Opportunity Authority, Inc. (CSRA) 1261 Greene Street Augusta, Georgia 30903-2704 (706) 724-0701	Burke, Columbia, Emanuel, Glascock, Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Screven, Taliaferro, Warren, Wilkes	Applications for all counties accepted by Appointment only. No face to face intake. CSRA using IT Frontdesk phone scheduler. Clients can call or schedule an appointment on online. (762) 257-6351 (LIHEAP); or visit www.csraeo.org	Clients can call or schedule an appointment on online. (762) 257-6352 (LIHWAP), or visit www.csraeo.org
Coastal Georgia Area Community Action Authority, Inc. One Community Action Drive Brunswick, GA 31521 (912) 264-3281	Bryan, Camden, Glynn, Liberty, McIntosh	Call to schedule an appointment at 1-866-423-8081	Call to schedule an appointment at 1-866-423-8081
Coastal Plain Area Community Action Authority, Inc. 2601 Bemiss Road – Suite L Valdosta, Georgia 31602-1445 (229) 244-7860	Ben Hill, Berrien, Brooks, Cook, Echols, Irwin, Lanier, Lowndes, Tift, Turner	(229) 929-2021 Ben Hill (229) 929-2022 Berrien (229) 929-2001 Cook (229) 472-6309 Brooks (229) 929-2002 Echols (229) 404-1333 Irwin (229) 472-6331 Lanier (229) 929-2020 Lowndes (229) 472-6333 Tift (229) 472-6306 Turner	(229) 929-2021 Ben Hill (229) 929-2022 Berrien (229) 929-2001 Cook (229) 472-6309 Brooks (229) 929-2002 Echols (229) 404-1333 Irwin (229) 472-6331 Lanier (229) 929-2020 Lowndes (229) 472-6333 Tift (229) 472-6306 Turner
ENRICHMENT SERVICES PROGRAM, INC. 900 Linwood Blvd. Columbus, Georgia 31902-0788 (706) 649-1600	Chattahoochee, Clay, Harris, Muscogee, Quitman, Randolph, Stewart, Talbot	Chattahoochee 1-844-855-2014; Clay 1-844-855-2015; Jarris 1-844-855-2016; Quitman 1-844-855-2017; Randolph 1-844-855-2018; Stewart 1-844-469-2212; Talbot 1-844-482-8362; Muscogee 706-940-4033 or online at www.enrichmentservices.org	Chattahoochee 1-844-855-2014; Clay 1-844-855-2015; Jarris 1-844-855-2016; Quitman 1-844-855-2017; Randolph 1-844-855-2018; Stewart 1-844-469-2212; Talbot 1-844-482-8362; Muscogee 706-940-4033 or online at www.enrichmentservices.org
Fulton-Atlanta Community Action Authority, Inc. 1690 Chantilly Drive Atlanta, Georgia 30324 (404) 320-0166	Fulton	Clients are to call: 404-320-6715 for an appointment.	Clients are to call: 404-320-6715 for an appointment.
Heart of Georgia CAC, Inc. 324 Pine Street Eastman, Georgia 31023 (478) 374-4301	Bleckley, Dodge, Laurens, Montgomery, Pulaski, Telfair, Treutlen, Wheeler	Nov. 1st and Dec 1st the following counties: Dodge 478-374-5936; Bleckley 478-934-4012; Pulaski 478-892-2244; Wheeler 912-583-2163; Laurens 478-275-0478; Telfair 229-868-5966 Wilcox 229-365-0077; Treutlen 912-583-2163 Montgomery 912-583-2163	Nov. 1st and Dec 1st the following counties: Dodge 478-374-5936; Bleckley 478-934-4012; Pulaski 478-892-2244; Wheeler 912-583-2163; Laurens 478-275-0478; Telfair 229-868-5966 Wilcox 229-365-0077; Treutlen 912-583-2163 Montgomery 912-583-2163
Macon-Bibb County Economic Opportunity Council, Inc 653 Second Street Second Floor Macon, Georgia 31201 (478) 738-3240	Bibb	Contact our Outreach Center at 478-330-6272 for information. Contact 478-207-6380 or visit www.maconbibbeoc.cascheduler.com to schedule an appointment.	Contact our Outreach Center at 478-330-6272 for information. Contact 478-207-6380 or visit www.maconbibbeoc.cascheduler.com to schedule an appointment.
Middle Georgia CAC, Inc 329 Prince Street Warner Robins, Georgia 31093 (478) 922-4464	Butts, Crawford, Houston, Jones, Lamar, Monroe, Peach, Pike, Twiggs, Upson, Spalding	Clients can call 1-844-588-1552 or go online to https://mgcaa.appointment.works/ea/home to schedule an appointment. If a phone appointment makes it a burden on any client, that appointment will be face to face	Clients can call 1-844-588-1552 or go online to https://mgcaa.appointment.works/ea/home to schedule an appointment. If a phone appointment makes it a burden on any client, that appointment will be face to face
Ninth District Opportunity, Inc. 308 Spring Street Gainesville, Georgia 30501 (770) 532-3191	Banks, Barrow, Clarke, Dawson, Elbert, Forsyth, Franklin, Habersham, Hall, Hart, Jackson, Lumpkin, Madison, Oglethorpe, Rabun, Stephens, Towns, Union, White, Oconee	855-636-3108 or www.ndo.org/eap	Clients will need to contact their local office via email which will be found online at www.ndo.org and selecting the county in which they live.
North Georgia Community Action, Inc. 1344 Talking Rock Road Jasper, Georgia 30143-0760 (706) 692-5623	Catoosa, Chattooga, Cherokee, Dade, Fannin, Gilmer, Murray, Pickens, Walker, Whitfield.	Catoosa 706-858-0926; Chattooga 706-857-0729; Cherokee 770-345-6531; Dade 706-657-4664; Fannin 706-632-2854; Gilmer 706-635-5858; Murray 706-695-5913; Pickens 706-692-6803; Walker 706-638-0818; Whitfield 706-226-7241. Telephone Only.	Catoosa 706-858-0926; Chattooga 706-857-0729; Cherokee 770-345-6531; Dade 706-657-4664; Fannin 706-632-2854; Gilmer 706-635-5858; Murray 706-695-5913; Pickens 706-692-6803; Walker 706-638-0818; Whitfield 706-226-7241. Telephone Only.
Overview 120 South Jefferson St Milledgeville, GA 31061 (478) 453-4111	Baldwin, Greene, Hancock, Jasper, Johnson, Morgan, Putnam, Washington, Wilkinson	1-844-373-1881 or website:ovl.appointment.works/ea/home	1-844-373-1881 or website:ovl.appointment.works/ea/home
Partnership for Community Action, Inc. 815 Park North Blvd. Clarkston, GA 30021 (404) 929-2500	DeKalb, Gwinnett, Newton, Rockdale, Walton	Clients can call : 404-929-2500, ext 2. https://pcaction.org/low-income-home-energy-assistance-liheap/	Clients can call : 404-929-2500, ext 2. https://pcaction.org/low-income-home-energy-assistance-liheap/
Southwest Georgia CAC, Inc 912 First Avenue, SW Moultrie, Georgia 31776 (229) 985-3610 1-800-642-3384	Baker, Calhoun, Colquitt, Decatur, Dougherty, Early, Grady, Lee, Miller, Mitchell, Seminole, Terrell, Thomas, Worth	Call automated phone system to schedule an appointment beginning on November 1, 2021 at 10:00 at 229-785-4001.	For the LIHWAP program call 229-785-1234 on November 1, 2021 at 4:00 pm.
Action Pact, Inc. 510 Tebeau Street PO Box 1965 Waycross, GA 31501 (912) 285-6083	Appling, Atkinson, Bacon, Brantley, Bulloch, Candler, Charlton, Clinch, Coffee, Effingham, Evans, Jeff Davis, Long, Pierce, Tattnall, Toombs, Ware, Wayne	Appointments can be made through automated phone system or online. Call (912) 285-6083 or (912) 557-6687 for automated appointment line numbers for each county.	Call (912)285-6083 or (912) 557-6687
West Central Georgia CAC, Inc 4036 St. Rt. 90 East – Vienna Road Montezuma, Georgia 31063-0185 (478) 472-3607	Crisp, Dooley, Macon, Marion, Schley, Sumter, Taylor, Webster	Applications for all counties accepted by Scheduled Appointment only. No face to face intake. LIHEAP STAFF will contact client from waiting list to schedule appointment. (478) 472-3607; Toll (1-855-473-9423.	LIHWAP STAFF will contact client from waiting list to schedule appointment. (478) 472-3607-(LIHWAP), Toll (1-855-473-9423

DO YOU NEED HELP WITH YOUR ENERGY BILL?



The Energy Assistance Program is a federally funded program that assists low-income households with their heating bill.

You may be eligible for assistance if your household's total income is at or below:

HOUSEHOLD SIZE	ANNUAL INCOME
1 person	\$26,474
2 people	\$34,619
3 people	\$42,765
4 people	\$50,911
5 people	\$59,057
6 people	\$67,203
7 people	\$68,730
8 people	\$70,257
For each additional member add \$1,527	

Apply for assistance at your local Community Action Agency and take with you the following documents:

1. Proof of Income for all household members for the past 30 days.
2. Proof of Social Security number for each person in the household.
3. Most recent Gas and Electric Bill for the household.
4. Proof of citizenship or legal immigrant status.

Call 404-657-3426 for additional information

COMMUNITY ACTION AGENCY NUMBERS

CENTRAL SAVANNAH RIVER AREA EOA, INC. (CSRA) 706 722-0493; 706 722-2207

Counties served: Burke, Columbia, Emanuel, Glascock, Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Screven, Taliaferro, Warren, Wilkes.

CLAYTON COUNTY COMMUNITY SERVICES AUTHORITY, INC. 404 363-0575

Counties served: Clayton, Fayette, Henry.

COASTAL GEORGIA AREA CAA, INC. 912 264-3281

Counties served: Bryan, Camden, Glynn, Liberty, McIntosh

COASTAL PLAIN AREA EOA, INC. 229 244-7860

Counties served: Ben Hill, Berrien, Brooks, Cook, Echols, Irwin, Lanier, Lowndes, Tift, Turner

COMMUNITY ACTION FOR IMPROVEMENT, INC. 706 884-2651

Counties served: Carroll, Coweta, Heard, Meriwether, Troup

ACTION PACT (formerly CONCERTED SERVICES, INC.) Reidsville 912 557-6687; Waycross 912-285-6083

Waycross: Atkinson, Bacon, Brantley, Charlton, Clinch, Coffee, Pierce, Ware.

Reidsville: Appling, Bulloch, Candler, Effingham, Evans, Jeff Davis, Long, Tattnall, Toombs, Wayne.

ECONOMIC OPPORTUNITY FOR SAVANNAH-CHATHAM COUNTY AREA, INC. 912 238-2960

Counties served: Chatham

ENRICHMENT SERVICES PROGRAM, INC. 706 649-1600.

Counties served: Chattahoochee, Clay, Harris, Muscogee, Quitman, Randolph, Stewart, Talbot

FULTON-ATLANTA CAA, INC. 404 320-0166 or 404-320-6715

Counties served: Fulton

HEART OF GEORGIA CAC, INC. 478 374-4301

Counties served: Bleckley, Dodge, Laurens, Montgomery, Pulaski, Telfair, Treutlen, Wheeler, Wilcox.

MACON-BIBB COUNTY EOC, INC. 478 738-3240

Counties served: Bibb

MIDDLE GEORGIA CAA, INC. 478 922-4464

Counties served: Butts, Crawford, Houston, Jones, Lamar, Monroe, Peach, Pike, Twiggs, Upson, Spalding.

NINTH DISTRICT OPPORTUNITY, INC. 770 532-3191

Counties served: Banks, Barrow, Clarke, Dawson, Elbert, Forsyth, Franklin, Habersham, Hall, Hart, Jackson, Lumpkin, Madison, Oconee, Oglethorpe, Rabun, Stephens, Towns, Union, White.

NORTH GEORGIA COMMUNITY ACTION, INC. 706 692-5644

Counties served: Catoosa, Chattooga, Cherokee, Dade, Fannin, Gilmer, Murray, Pickens, Walker, Whitfield.

OVERVIEW, INC. 478 453-4111

Counties served: Baldwin, Greene, Hancock, Jasper, Johnson, Morgan, Putnam, Washington, Wilkinson.

PARTNERSHIP FOR COMMUNITY ACTION, INC. 404 537-4300

Counties served: DeKalb, Gwinnett, Newton, Rockdale, Walton.

SOUTHWEST GEORGIA CAC, INC. 229 985-3610

Counties served: Baker, Calhoun, Colquitt, Decatur, Dougherty, Early, Grady, Lee, Miller, Mitchell, Seminole, Terrell, Thomas, Worth

TALLATOONA COMMUNITY ACTION PARTNERSHIP, INC. 770 382-5388

Counties served: Bartow, Cobb, Douglas, Floyd, Gordon, Haralson, Paulding, Polk.

WEST CENTRAL GEORGIA CAA, INC. 478 472-3607

Counties served: Crisp, Dooley, Macon, Marion, Schley, Sumter, Taylor, Webster.