



MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UTAH DEPARTMENT OF WORKFORCE SERVICES
AND
Granger-Hunter Improvement District

This Agreement is entered into between Utah Department of Workforce Services, hereinafter referred to as the Department or DWS, and the organization listed below, hereinafter referred to as Contractor, collectively referenced as PARTIES:

Granger-Hunter Improvement District

Organization

2888 S 3600 W

Address

West Valley City Utah 84119

City State Zip

Now therefore, the PARTIES agree as follows:

- I. Purpose
DWS and the Contractor shall enter into an Agreement for the purpose of DWS providing water assistance benefits directly to the Water Provider for eligible low-income households.
- II. Period of Performance
This Agreement is effective October 1, 2021 through September 30, 2023 unless terminated sooner in accordance with the terms and conditions herein.
- III. Termination
DWS may terminate this Agreement without prior notice if deemed necessary because of a requirement of law or policy, failure of the Contractor to comply with the terms of this Agreement, established procedures, or legal requirements. This agreement may be terminated without cause, in writing, with the mutual consent of the PARTIES.
- IV. Renegotiation or Modification
This Agreement may be amended, modified, or supplemented only by written amendment to the Agreement, executed by the PARTIES hereto, and attached to the original signed copy of the Agreement.
- V. Attachments
The Contractor agrees to comply with the terms of the following attachment(s).
Attachment A: Non-Disclosure Agreement
Attachment B: Water Type Agreement
Attachment C: Water Assistance Program [Policy Manual](#)

- VI. Monitoring
 PARTIES shall permit each other the right of a compliance review to ensure that the provisions of the Agreement are upheld and will maintain a process sufficient to allow an audit of its compliance.

- VII. Imposition of Fees
 The Contractor will not impose any fees upon clients for services provided under this Agreement except as authorized by DWS.

- VIII. Confidentiality and Disclosure
 Checks will be sent to the water provider in the mail. The check stub will contain the account numbers for the accounts to which the check should be applied. The Contractor agrees not to use or disclose information other than as permitted under Section I above or required by law. The Contractor acknowledges that § 35A-4-312(7) imposes privacy and confidentiality requirements on information. Penalties, including criminal penalties under § 76-8-1301(4) Utah Code annotated, may be imposed for misuse or improper disclosure of such information.
 - A. Information obtained under this Agreement shall only be used to support the valid administrative needs of the Contractor and shall not be disclosed for any purpose other than those specifically authorized by this Agreement. The Contractor's employees and volunteers must sign the "Department of Workforce Services Non-disclosure Agreement" (Attachment A).
 - B. The Contractor shall have sufficient safeguards in place to ensure the information obtained is used only for the purpose disclosed.
 - C. At the request of DWS, the Contractor shall identify all personnel, by position, authorized to request and receive information.

- IX. Equal Opportunity and Non-Discrimination
 The Contractor shall comply with Section 188 of the Workforce Innovation and Opportunity Act, and Title VI of the Civil Rights Act, to the extent they apply to the subject matter of this contract.

- X. Protection and Use of Client Records
 The use or disclosure by any party, of any information concerning a client for any purpose not directly connected with the administration of the PARTIES' responsibilities under the terms of this Agreement is prohibited except on written consent of the client, their attorney, or responsible parent or guardian.

- XI. Indemnity
 IF THE WATER PROVIDER IS A GOVERNMENTAL AGENCY: Both PARTIES to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both PARTIES of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third PARTIES, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will

be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these PARTIES.

IF THE WATER PROVIDER IS A NON-GOVERNMENTAL ENTITY: The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

XII. Contract Jurisdiction, Choice of Law and Venue

The provisions of this Agreement shall be governed by the laws of the State of Utah. The PARTIES will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

XIII. Separability Clause

A declaration by any court, or any other binding legal source, that any provision of this Agreement is unenforceable shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.

XIV. Additional Requirements

Provisions incorporated into this Agreement by reference but not attached hereto include all other governmental laws, rules, regulations, or actions applicable to services provided herein.

Contact Information

Department of Workforce Services

Water Provider

Name: Lori Page

Name: Michelle Ketchum

Position: Water Assistance Vendor Specialist

Position: Director of Administrative Services

Phone: 801-526-9924

Phone: 801-968-3551

Email: loripage@utah.gov

Email: m.ketchum@ghid.org

This MOU and all documents incorporated by reference constitute the entire Agreement between the PARTIES and supersede all prior negotiations, representations, or Agreements, either written or oral between the PARTIES relating to the subject matter of this MOU.

Signatures and Acknowledgement

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

APPROVED FOR CONTRACTOR:

Debra K. Armstrong _____ *11-16-2021*
Signature Date

Debra K. Armstrong *Board Chair*
Print Name/Title

APPROVED FOR DWS:

Casey Cameron, Executive Director Date

ATTACHMENT A

NON-DISCLOSURE AGREEMENT

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The **Contractor/Grantee** and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The Contractor/Grantee has provided me instruction regarding the private nature of the information and I understand I am subject to State and Federal law penalties for unauthorized disclosure of information.

Signature

Date

Print Name



ATTACHMENT B: WATER TYPE AGREEMENT

I. Water Type(s) provided (please check all that apply):

- Drinking Water
- Wastewater
- Stormwater
- Ground-water

PURPOSE OF ATTACHMENT:

On December 27, 2020, the Consolidated Appropriations Act, 2021 was signed into law. This authorizing legislation included funding in emergency spending to assist low-income households with water and wastewater bills. On March 11, 2021, additional funding was appropriated in the American Rescue Plan Act (ARP) of 2021 in emergency spending to assist low-income households with water and wastewater bills. Eligible households are defined as those meeting the criteria set forth in the Water Assistance Policy Manual (incorporated by reference as *Attachment D*), issued by the Utah DWS Department of Workforce Services, Water Assistance Program. This contract incorporates the requirements that must be met by WATER PROVIDERS as payments are made directly by DWS to WATER PROVIDERS.

SCOPE:

A. DWS will make payments directly to a WATER PROVIDER provided that:

1. WATER PROVIDER charges the household in WATER PROVIDER'S normal billing process.
2. WATER PROVIDER bills the household no more than the cost of the water/wastewater minus the cost of the payments received or expected from DWS.
3. WATER PROVIDER does not discriminate against or treat adversely any eligible household for any reason in relation to terms and conditions of service, sale, credit, delivery, or price, including service charges, reconnection charges and payment plan arrangements due to their participation in the water assistance program.

4. WATER PROVIDER agrees not to discontinue water service for at least 30 days after receiving verification of payment from DWS. Examples of valid water payment verifications will be available upon request from DWS.
 5. WATER PROVIDER agrees to waive any security deposit billed to households approved for the Water Program. This does not apply to service initiation fees routinely charged by a WATER PROVIDER to both renters and owners alike as a condition of service.
 6. WATER PROVIDER agrees to reconnect the client within 24 hours upon receiving verbal or written commitment of payment from DWS.
 7. If a WATER PROVIDER is a utility regulated by the Public Service Commission of Utah, a WATER PROVIDER will supply Water accordance with provisions of Utah residential Utility Service Regulation R746-200, as adopted by the Public Service Commission of Utah.
 8. A WATER PROVIDER will ensure that payment by DWS is credited toward the household's water and wastewater costs.
 9. If the water assistance benefit was paid in error or if fraud is determined, upon request, the WATER PROVIDER agrees to return the Water Assistance Benefit to DWS.
- B. DWS will include a list of eligible households and amounts paid on behalf of households with each warrant paid to a WATER PROVIDER. Those providers accessing the portal will use the portal to help determine to which accounts the funds from the warrant should be applied

C. CREDIT BALANCES

1. If a household discontinues service with a WATER PROVIDER, the WATER PROVIDER must return any water benefit credit remaining on the account to DWS with the Return Funds to State Form.
 - a. If the household opens a new water utility account for a Utah address, the WATER PROVIDER may transfer the remaining credit

balance directly to the new WATER PROVIDER without notifying DWS.

b. a WATER PROVIDER may not return credit balances directly to the client.

D. In the event a WATER PROVIDER erroneously returns funds to DWS, DWS shall remit such funds to the WATER PROVIDER within 30 days after a determination that such return was in error.

E. RELEASE OF INFORMATION:

1. The WATER PROVIDER named above is a Retail Water Provider who represents and warrants that it is authorized to receive payment from DWS on behalf of a customer determined by DWS under the Water Assistance Guidelines to be an eligible Water Assistance applicant. A WATER PROVIDER will, with reference to an eligible Water Assistance applicant:

a. Upon verbal or written request from DWS, provide at no cost to DWS the eligible Water Assistance applicant's billing and usage history for the previous twelve (12) months. A WATER PROVIDER will transmit such billing history via electronic mail or facsimile by requested date each year.

b. WATER PROVIDER agrees to provide relevant account information including account balance, utility number, and a copy of recent utility bills when requested by DWS.