

Vermont Office of Fuel & Utility Assistance

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Fuel Supplier Certification Agreement TERMS and CONDITIONS

1. **Information and assistance:** the Supplier agrees to make reasonable efforts to inform and assist Fuel Program recipients, or potential recipients, in their service area(s), of the Supplier's role as a certified fuel supplier under the program.
2. **Discrimination:** the Supplier agrees not to discriminate against Fuel Program recipients in the cost of goods supplied, the services provided, or the delivery of goods and services. This would include, but not be limited to, automatic fuel deliveries and constant supply guarantees for Fuel Program recipients who are under the Supplier's standard payment, delivery, service or other similar plans.
3. **Confidentiality:** the Supplier agrees not to disclose the names, Fuel Program eligibility status, or other information pertaining to Fuel Program recipients, to anyone not employed by the fuel supplier, except for purposes directly connected with administration of the Fuel Program, when required by law, or when a Fuel Program recipient requests information pertaining to his/her own records.
4. **Supplier certification:** the Supplier agrees that only fuel Suppliers certified by the Deputy Commissioner of the Economic Services Division of the Department for Children and Families, or her or his designee, will be eligible to participate in the program. Persons found eligible for the fuel Program may only receive Fuel Program benefits through lines of credit issued to the fuel Suppliers certified by the Deputy Commissioner. In addition to any rules that the Agency of Human Services may adopt regarding certification, an accurately completed and signed Certification Agreement must be in effect and on file with the Deputy Commissioner for the Supplier to be certified. Firewood and pellet suppliers are exempt from certification.
5. **Term of agreement:** the Supplier agrees that the Certification Agreement will remain in effect for a term not to exceed 3 years. The Certification Agreement may be cancelled by either the Supplier or the Deputy Commissioner or her or his designee with 30 days written notice. The Commissioner or her or his designee may decide not to renew, or may decide to cancel, the Certification Agreement if a Supplier violates one or more terms of the Certification Agreement.
6. **Compliance:** the Supplier agrees to maintain the quality and quantity of its products and service in full compliance with all applicable laws and regulations. Nothing in this agreement exempts Suppliers from applicable regulations and laws.
7. **Pricing agreement for suppliers of oil, propane, kerosene and ULSD:** the Supplier agrees, as a condition of Certification, to enter into a Pricing Agreement with the director of the Office of Fuel & Utility Assistance, or her or his designee, for each type of fuel supplied to fuel assistance recipients. The Pricing Agreement requirement applies to Suppliers of oil, propane and kerosene/ULSD. Suppliers of oil, propane and kerosene/ULSD must choose one of the following Pricing Agreement options for each type of fuel supplied: margin over rack (MOR), discount off retail (DOR), or summer fuel contract with a capped maximum per gallon price and downside protection (in years when the summer fuel contract option is available).

8. **Consumption records:** the Supplier agrees to maintain records of all fuel costs and quantities delivered to Fuel Program recipients from May 1 to April 30 each year and make that information available at no cost to recipients and the Office of Fuel & Utility Assistance when requested. This information shall list fuel cost and consumption separately from repairs, parts, service or special trip charges.
9. **Multiple benefits:** the Supplier agrees to report to the Office of Fuel & Utility Assistance as soon as reasonably possible the receipt of any multiple Fuel Program benefits received for a single fuel storage system, even if the benefits are issued on behalf of different recipients. The Supplier further agrees to follow the direction of the Office of Fuel & Utility Assistance in regards to the utilizations of funds.
10. **Periodic statements:** the bulk fuel or utility Supplier agrees to send periodic statements to Fuel Program recipients informing them of:
 - their credit or debit balance as of the last statement,
 - deliveries or usage since that statement,
 - payments made or applied, indicating their sources, since that statement, and
 - the ending credit or debit balance.
11. **Direct bank deposit to Supplier:** the Supplier agrees to accept payment of benefits on behalf of Fuel Program recipients only through direct bank deposits made to the Supplier's bank account designated in the Certification Agreement.
12. **Benefit data:** the Supplier will receive from the Office of Fuel & Utility Assistance an electronic communication detailing:
 - the Supplier's customers who are eligible Fuel Program recipients for the benefit period November 1 through March 31,
 - the total amount of Fuel Program benefits authorized for each recipient,
 - the schedule of when benefits will be issued to the Supplier via direct bank deposit.
13. **Line of credit:** the Supplier agrees that each payment shall function as a line of credit for home heating fuel for each eligible recipient. The Office of Fuel & Utility Assistance shall disburse authorized Fuel Program benefits to the Supplier on behalf of eligible recipients, as applicable, between November 1 through March 31.
14. **Use of line of credit** The Supplier agrees to use the line of credit as follows:
 - The line of credit will be used only for the cost of home heating fuel, and not for repairs, parts or special trip charges, or any non-heat uses.
 - The Supplier may draw upon the full amount of the line of credit at any time to pay for fuel delivered from November 1 to April 30.
 - A Fuel Program recipient that has an outstanding bill with the primary heating fuel supplier at the time the line of credit is issued may use up to 17 percent of its Fuel Program benefit to pay a portion or all of the outstanding debit balance for home heating fuel delivered prior to November 1. The recipient and the fuel supplier shall enter into an agreement for a budget payment plan for fuel or a repayment plan for fuel arrears.
 - Under no circumstance may the line of credit be used to pay for charges for re-connection of services.
 - Under no circumstances may a Supplier issue a credit balance directly to a Fuel Program recipient.
 - Under no circumstances shall the line of credit be transferred to a Supplier not certified with the Office of Fuel & Utility Assistance.

15. **Budget agreements:** for Suppliers that enter into budget agreements with their customers, the Supplier agrees to offer to all Fuel Program recipients.
16. **Cash discounts:** upon request, the Supplier will inform the Office of Fuel & Utility Assistance of cash discount amount(s) and special trip charges provided to the Supplier's customers who are not participants in the Fuel Program.
17. **Fuel charges:** the Supplier agrees to charge eligible Fuel Program recipients using the Supplier's normal billing process. The Supplier will carry forward any credit balances for fuel up to April 30. For Discount off Retail (DOR) and Margin over Rack (MOR) Pricing Agreements, the Supplier agrees that the price of the product purchased with LIHEAP funds shall be no more than the price as determined under the terms of the executed applicable Pricing Agreement(s) with the Office of Fuel & Utility Assistance.
18. **Transfer of benefits:** if a Fuel Program recipient is no longer a customer of the Supplier, and there is a credit balance being held in the former customer's account, the Supplier agrees to transfer the balance to the recipient's new Supplier, provided the recipient or the Office of Fuel & Utility Assistance requests the transfer. Under no circumstances may a Supplier issue a credit balance directly to a Fuel Program recipient. Under no circumstances shall the line of credit be transferred to a Supplier not certified with the Office of Fuel & Utility Assistance.
19. **Outstanding credit balances:** the Supplier agrees to refund credit balances pursuant to the procedures establish by the Office Fuel & Utility Assistance.
20. **Crisis fuel maximum delivery:** the supplier agrees to make crisis fuel deliveries authorized by the Office of Fuel & Utility Assistance or the community action agencies as soon as reasonably possible . This includes deliveries, authorized by the Crisis Fuel after-hours hotline staff if the Supplier's regular business policy is to provide 24 hour service. Delivery shall not exceed 125 gallons for oil, propane, kerosene and other liquid fuels.

I certify that I understand and accept these Terms and Conditions.

Please initial and date below.

Initial _____ Date _____

Submit Your Form.

1. Email a pdf file or scan of your initialed form to: ahs.dcfesdfuelmgmt@vermont.gov OR
2. Send the original completed form by mail to:
DCF – Economic Services Division
Office of Fuel and Utility Assistance
280 State Drive, HC 1 South
Waterbury, Vermont 05671-1020

Keep a copy of this form for your records.