

Vermont Office of Home Heating Fuel Assistance
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 either 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. **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 the recipients and to the Office of Home Heating Fuel Assistance when requested. This information shall list fuel cost and consumption separately from repairs, parts, service or special trip charges.
5. **Multiple Benefits** The Supplier agrees to report to the Office of Home Heating Fuel 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.
6. **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.

The firewood Supplier agrees to provide a delivery ticket or sales invoice as required under the Agency of Agriculture, Food and Markets, Consumer Protection Section, Fireplace and Stove Wood Regulation.

7. **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.

8. **Benefit Data** The Supplier will receive from the Office of Home Heating Fuel Assistance a list showing:
- 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,
 - how the total amount has been allocated over the heating season (the allocation schedule), as applicable, and
 - the schedule of when benefits will be issued to the Supplier via direct bank deposit.
9. **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 Home Heating Fuel Assistance shall disburse authorized Fuel Program benefits to the Supplier on behalf of eligible recipients in accordance with an allocation period schedule for designated months, as applicable, between November 1 through March 31. Eligible recipients whose primary heating fuel is wood may be issued a line of credit as early as September 1.
10. **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 March 31.
 - Any credit balance remaining after March 31 may be carried forward to pay for fuel deliveries made in the month of April.
 - 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, provided the household and the fuel supplier enter into an agreement for a budget payment plan for fuel or a repayment plan for fuel arrears.
 - Under no circumstance can the line of credit be used to pay for charges for re-connection of services.
 - Notwithstanding the requirements described above, eligible households whose primary heating fuel is wood may use up to 100 percent of the line of credit to pay for wood deliveries received prior to the benefit issuance.
11. **Budget Agreements** For fuel Suppliers that enter into budget agreements with their customers, the Supplier agrees to offer to all Fuel Program recipients budget agreements for annualized monthly payments for fuel, and to enter into such agreements with interested Fuel Program recipients, provided the recipient meets accepted industry credit standards.
12. **Pricing and Payment Terms** For fuel Suppliers that provide discounts to their customers, the Supplier agrees to grant Fuel Program recipients the same discounts for cash payment, prompt payment, pre-season contract price, or any other discounts granted to any other heating fuel customer, on the line of credit benefits provided by the Fuel Program. If requested, the Supplier will inform the Office of Home Heating Fuel Assistance of cash discount amount(s) and special trip charges provided to the Supplier's customers who are not participants in the Fuel Program.

13. **Fuel Charges** The Supplier agrees to charge eligible Fuel Program recipients using the Supplier's normal billing process. The Supplier agrees that the fuel charge payable by the recipient shall be no more than the total charges for the cost of the fuel, less the line of credit amount established in the allocations schedule, as applicable, and less applicable cash discounts based on the line of credit amount. The Supplier will carry forward any credit balances for fuel up to April 30.
14. **Transfer of Benefits** If a Fuel Program recipient is no longer a heating fuel 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 fuel Supplier, provided the recipient requests the transfer, and the Supplier has confirmed the proposed transfer with the Office of Home Heating Fuel Assistance. Under no circumstances may a Supplier issue a credit balance directly to a Fuel Program recipient.
15. **Outstanding Credit Balances** The Supplier agrees that if on April 30 of any year a credit balance exists in an account for a person who has received Fuel Program benefits during the previous 12 months, and the total cost of fuel delivered to the household during the previous 12 months did not exceed the total Fuel Program benefits received by the household during that same period of time, the Supplier will pay the full amount of this credit balance to the Office of Home Heating Fuel Assistance no later than May 31 of the same year. Checks payable to the DCF – Economic Services Division are to be mailed to: Office of Home Heating Fuel Assistance, Economic Services Division, Department for Children and Families, 103 South Main Street, Waterbury, VT 05671-1201.
16. **Compliance** The Supplier agrees to maintain the quality and quantity of its products and service in full compliance with all applicable laws and regulations, including measurement for cords of firewood.
17. **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. The Supplier will be notified of certification at the time benefit data for eligible Fuel Program recipients is provided to the Supplier.
18. **Term of Agreement** The Supplier agrees that the Certification Agreement will remain in effect until June 30, 2009 and may be automatically renewed at the sole discretion of the Commissioner or her or his designee, in one year terms up to June 30, 2012. 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.
19. **Negotiated Pricing** The director of the Office of Home Heating Fuel Assistance or her or his designee shall negotiate with one or more certified fuel suppliers to obtain advantageous pricing and payment terms possible for eligible households.

20. **Crisis Fuel Maximum Delivery** The supplier agrees to make crisis fuel deliveries authorized by the Office of Home Heating Fuel Assistance or the community action agencies as soon as reasonably possible. This includes deliveries, authorized by the Crisis Fuel after-hours hotline staff, during evenings, weekends and holidays, 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.

Office of Home Heating Fuel Assistance
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Department for Children and Families
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