

Vermont Office of Fuel & Utility Assistance
AHS.DCFESDLIHWAP@vermont.gov
Water/Wastewater Utility Provider Certification Agreement
TERMS and CONDITIONS

1. **Information and Assistance** The Provider agrees to make reasonable efforts to inform and assist Low-Income Household Waste/Water Assistance Program (LIHWAP) recipients, or potential recipients, in their service area(s), of the Provider's role as a Certified Utility Provider under the program.
2. **Discrimination** The Provider agrees not to discriminate against LIHWAP Program recipients in the cost of goods supplied, the services provided, or the delivery of goods and services.
3. **Confidentiality** The Provider agrees not to disclose the names, LIHWAP Program eligibility status, or other information pertaining to LIHWAP Program recipients, to anyone not employed by the Utility Provider, except for purposes directly connected with administration of the LIHWAP Program, when required by law, or when a LIHWAP Program recipient requests information pertaining to his/her own records.
4. **Provider Certification** The Provider agrees that only Utility Providers 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 LIHWAP Program may only receive LIHWAP Program benefits through lines of credit issued to the Utility Provider's 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 Provider to be certified.
5. **Term of Agreement** The Provider agrees that the Certification Agreement will remain in effect for a term not to exceed 2 years. The Certification Agreement may be cancelled by either the Provider or the Deputy Commissioner or her or his designee with 30 days written notice. The Commissioner or her or his designee may decide to cancel, the Certification Agreement if a Provider violates one or more terms of the Certification Agreement.
6. **Compliance** The Provider 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 Providers from applicable regulations and laws.
7. **Multiple Benefits** The Provider agrees to report to the Office of Fuel & Utility Assistance as soon as reasonably possible, the receipt of any multiple Water/Wastewater benefits received for a single household even if the benefits are issued on behalf of different recipients. The Provider further agrees to follow the direction of the Office of Fuel & Utility Assistance in regards to the utilizations of funds.

8. **Periodic Statements** The Utility Provider agrees to send periodic statements to LIHWAP Program recipients informing them of:

- their credit or debit balance as of the last statement,
- usage since that statement,
- payments made or applied, indicating their sources, since that statement, and
- the ending credit or debit balance.

9. **Direct Bank Deposit to Provider** The Provider agrees to accept payment of benefits on behalf of LIHWAP Program recipients. These payments will be sent to your bank account from the Vermont Department of Finance via ACH, based on the information you have on file with them.

10. **Benefit Data** The Provider will receive from the Office of Fuel & Utility Assistance an electronic communication detailing:

- The Provider's customer who is an eligible LIHWAP Program recipient,
- The total amount of LIHWAP Program benefits authorized for the recipient.

Please Initial and Date your review, understanding and acceptance of these TERMS and CONDITIONS, and return both pages 1 & 2.

Initial _____

Date _____