

TEXAS RENT RELIEF PROGRAM

UTILITY PROVIDER CERTIFICATION

REV. 04/04/2021

By signing below, Utility Provider certifies:

1. For each account for which utility assistance is provided through the Texas Rent Relief Program, the Utility Provider confirms that no assistance is for past-due amounts that precede March 13, 2020.
2. The Utility Provider must accept payment from the Texas Rent Relief Program via ACH deposit, to an insured account at a financial institution within the United States, unless otherwise agreed by the Texas Rent Relief Program.
3. If the amount received by the Utility Provider from the Texas Rent Relief Program for a given account exceeds the account holder's balance due during the next two months, the surplus payment will be applied to the account as a credit. If the amount received by the Utility Provider from the Texas Rent Relief Program for an account is less than the balance due during the next two months, the remaining balance will be owed to the Utility Provider by the account holder or another source and is not an obligation of the Texas Rent Relief Program.
4. The Utility Provider acknowledges that duplicate benefits are not permitted for an account holder for the same months of assistance. To the extent the Utility Provider receives payment for the same account and address for past due or future assistance for the same months for which this Texas Rent Relief Program assistance has been received, Utility Provider will repay this assistance to the Texas Rent Relief Program within 30 calendar days.
5. For any account holder whose account with the Utility Provider is terminated during the assistance period, Utility Provider will return to the Texas Rent Relief Program any remaining assistance payments in excess of the account holder's balance.
6. Utility Provider understands that the Texas Rent Relief Program will only pay late fees for nonpayment of utilities up to the maximum limit established by the Texas Rent Relief Program. Utility Provider has waived or will waive any fees or penalties in excess of those fees covered by the Texas Rent Relief Program stemming from non-payment of utility bills or from participation in this program that have been or will be accrued by the account holder during the period covered by the assistance. Utility Provider will not charge a fee to the account holder for applying to the Texas Rent Relief Program.
7. Upon receipt of a payment from the Texas Rent Relief program on behalf of a given account, Utility Provider will release the account holder and any other person or entity from payment liability for any utility charges for the time period covered by the assistance actually received by the Utility Provider, as well as any fees related to those utility charges. The Utility Provider will not disconnect the account holder from utility services for any reason that predates the acceptance of the funds or for any reason related to utility charges or fees during the time period covered by the assistance.
8. Utility Provider acknowledges that all information collected, assembled, or maintained by the Texas Rent Relief Program pertaining to this certification, except records made confidential by law or court order, are subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and the Texas Rent Relief Program must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
9. Utility Provider shall provide the U.S. Department of the Treasury, the U.S. Inspector General, the U.S. General Accounting Office, the Texas Comptroller, the Texas State Auditor's Office, the Office of Court Administration and the Texas Department of Housing and Community Affairs, or any of their duly authorized representatives, access to and the right to examine and copy records related to a payment made as a result of this certification. Such records will be kept for the longer of seven years, or until after notice of a monitoring, audit, or litigation, has been provided, and the matter has had a final disposition.
10. Utility Provider certifies it has the legal authority to enter into this agreement.

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11. Notwithstanding anything to the contrary in this certification, the Utility Provider shall have the right to terminate participation in the program at any time prior to receiving assistance.
12. The information provided is true, accurate, and complete, and if requested, Utility Provider is able to provide further documentation to support any representations.

In signing this certification Utility Provider acknowledges that falsification of documents or any material falsehoods or omissions in any materials provided, including knowingly accepting duplicate benefits, is subject to state and federal criminal penalties. Utility Provider is particularly put on notice that 18 U.S.C. §1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States will be fined not more than \$10,000 or imprisoned for not more than five years, or both.

Unsworn Declaration pursuant to Tex. Civ. Prac. & Rem. Code §132.001

My name is _____ (first, middle, and last name of the authorized representative of the Utility Provider); my date of birth is _____, and my street address is _____, in the City of _____, the State of _____, with the Zip Code _____. I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____ (month), _____ (year).

Declarant (Named Authorized Representative of Utility Provider)

Date



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
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