



David A. Paterson  
Governor

NEW YORK STATE  
OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE  
40 NORTH PEARL STREET  
ALBANY, NEW YORK 12243-0001

David A. Hansell  
Commissioner

August 11, 2008

Dear HEAP Vendor:

This is to provide you with a Vendor Agreement for the Home Energy Assistance Program (HEAP). Please review all enclosed materials carefully.

#### VENDOR AGREEMENT

- This vendor agreement will remain in effect until either party terminates agreement.
- A vendor agreement is required in order to participate in and receive HEAP payments. One signed agreement is required and applies to customers in your service territory within New York State. Vendor agreements and participation will be managed centrally through the New York State Office of Temporary and Disability Assistance (OTDA) and its contractors.
- Instructions and additional information on the vendor agreement is enclosed. Please review all documents carefully before signing.
- You may not make any changes to the vendor agreement, please contact us if you have any questions.

#### VENDOR INFORMATION FORM

- Please complete and return this form.
- This provides additional information about your company's services and policies and assists Local District Social Services (LDSS) in the administration of HEAP.

#### PROVISIONS FOR OIL/KEROSENE VENDORS

- If you provide oil/kerosene products, please make sure that you review the applicable sections since there are special rules regarding pricing for these commodities. In addition, your company will receive direct HEAP payments only if you agree to one of the pricing options.

Please return the signed Vendor Agreement and the Vendor Information Form.

*“providing temporary assistance for permanent change”*

For Oil/Kerosene vendors only:

Please include the Rack Pricing Option Form – only if your company provides Oil/Kerosene and chooses MOR pricing options A or B or chooses to select a different rack from those listed.

Return forms as soon as possible to:

New York State OTDA  
HEAP Bureau  
40 N. Pearl St. Floor 11D  
Albany, NY 12243

Phone: (518) 473-0332 Fax: (518) 474-9347  
Email: [NYSHEAP@otda.state.ny.us](mailto:NYSHEAP@otda.state.ny.us)

Your company's name will not be added to the NYS HEAP vendor list until a signed agreement is on file. Please remember to return the original Agreement.

#### PAYMENT PROCESS

- Payments made directly to vendors will to be issued through the NYS Office of the Controller (OSC).
- Two party checks will to be issued from the Local Department of Social Services.

We look forward to continuing to work with your company and staff as we assist HEAP eligible households in meeting their energy needs. Please contact the NYS HEAP Bureau staff at (518) 473-0332 with any questions or concerns.

Sincerely,



Paula Cook  
HEAP Bureau Chief  
Center for Employment and Economic Supports

Attachments

New York State Office of Temporary and Disability Assistance (OTDA)

HOME ENERGY ASSISTANCE PROGRAM (HEAP)
VENDOR AGREEMENT

FOR SUPPLIERS OF OIL, KEROSENE, BLENDS, PROPANE, WOOD, COAL,
AND OTHER NON-UTILITY HOME HEATING FUELS

COMPANY NAME \_\_\_\_\_
(Hereinafter referred to as Vendor)

DOING BUSINESS AS (under a single federal tax ID):

\_\_\_\_\_  
\_\_\_\_\_

INCORPORATED \_\_\_\_ YES \_\_\_\_ NO

TYPE OF SERVICES/PRODUCT PROVIDED:

- \_\_\_ OIL \_\_\_ PROPANE
\_\_\_ KEROSENE \_\_\_ COAL
\_\_\_ OIL/KEROSENE BLEND \_\_\_ WOOD
\_\_\_ WOOD PELLETS

\_\_\_ OTHER \_\_\_\_\_

\_\_\_ HEATING EQUIPMENT REPAIR AND/OR REPLACEMENT

In order to receive HOME ENERGY ASSISTANCE PROGRAM (HEAP) payments on behalf of eligible households, the vendor agrees and assures to the New York State Office of Temporary Assistance (NYS OTDA) and to local departments of social services (LDSS) within the vendor's service territory to abide by the following provisions in order to receive monies under the Low Income Home Energy Assistance program, Title XXVI of the Social Security Act, and/or NYS funds designated and made available for such purpose, for energy services supplied to the vendor's customers who are eligible for HEAP benefits.

Benefits paid directly to vendors will be issued through the NYS Office of the State Comptroller.

## **A. General Provisions**

1. The home energy supplier will charge HEAP recipients, in the normal billing process, the difference between the cost of the home energy and the amount of the HEAP payment made. The cost of the home energy in the case of oil and kerosene products is determined in accordance with the pricing option selected under section B of this agreement.
2. Households receiving assistance from HEAP will not be treated adversely because of such assistance under applicable provisions of State law or public regulatory requirements.
3. Home energy suppliers will not discriminate, either in cost of goods supplied or the services provided, against the household on whose behalf HEAP payments are made.
4. The home energy supplier understands that payment and satisfaction of any claims under HEAP will be made from federal funds and/or from State funds designated for energy assistance. The vendor further understands and agrees to comply with all requirements of the Low Income Home Energy Assistance Act of 1981, as amended and all policy determinations and directives of NYS OTDA. The supplier may be prosecuted under applicable federal and/or State law for false claims, statements or documents or concealment of material fact.
5. The home energy supplier agrees to provide a delivery or metered amount of commodity at least equal to the value of the HEAP benefit on/or after verbal or written notification by the Local District Social Services (LDSS) of the household's eligibility for a HEAP benefit or the receipt of a HEAP benefit.
6. The home energy supplier agrees to accept HEAP emergency benefits and provide services for these benefits on behalf of HEAP eligible households for whom a regular HEAP benefit has been accepted, provided such household is a customer of the vendor at the time of the request for the emergency delivery
7. When accepting HEAP emergency payments, delivery is generally expected to be made within 18 hours if the household is without heat or within 48 hours if loss of heat is imminent. If the vendor is unable to meet the timeframe, the LDSS must be notified.
8. HEAP benefits authorized for the purpose of purchasing residential heating fuel may only be applied to the commodity and may not be used for any other purpose without the express permission of the LDSS.
9. The vendor agrees to return any incorrect payments upon request by the OTDA/LDSS unless such payment(s) was used to obtain commodity fuel or services authorized by the local department of social services
10. Vendors may not transfer or cash out benefits to recipients and/or other vendors. Unexpended funds due to account closing and/or incorrect payments must be returned to the LDSS. The HEAP Vendor Refund form should accompany refunds.

11. Credits remain on a recipient's account until exhausted, unless otherwise directed by the LDSS.
12. In order to ensure sufficient program funds and to comply with program time frames, unless otherwise directed by the LDSS, vendors must submit all claims for payments from the current program year by September 30<sup>th</sup> of the current program year or within 30 days of the service rendered, whichever is later, or payments will not be made.
13. New York State Sales tax will not be collected on deliveries ordered by the LDSS and paid for with HEAP funds. Local County Sales Tax may be collected if applicable.
14. The home energy supplier shall maintain an accounting system and supporting fiscal records adequate to audit for a period of not less than three program years (current year plus three years) and will otherwise verify the proper disbursement of HEAP funds.
15. The home energy supplier shall permit and cooperate with (1) federal and/or State audits and/or investigations undertaken in accordance with Section 2605 of the Low Income Home Energy Assistance Act of 1981, as amended, (2) audits and/or investigations authorized by OTDA, and also (3) any State and/or county investigations undertaken to ensure program integrity. Failure to cooperate as requested may result in disqualification from participation as a HEAP approved vendor upon proper notification.
16. The home energy supplier shall treat all information relating to recipients as confidential information, and shall not use any information except as necessary to provide commodity and/or energy services.
17. This agreement shall remain in effect unless superseded by another agreement or terminated by either the vendor or OTDA. This shall be accomplished in writing provided 30 days prior notice is given.

## **B. PROVISIONS FOR PROVIDORS OF OIL, KEROSENE, AND BLENDS**

Vendors providing oil, kerosene, and/or blends agree to charge eligible households in receipt of HEAP in accordance with one of the pricing options below.

Please review the pricing options information contained in Attachment A. prior to selecting one of the options below.

Select ONE option only. The option selected will apply to product provided to all customers in receipt of HEAP.

In the event that the vendor's normal retail price is less than the amount designated in the pricing option selected, the customer will be charged the normal retail price, see Attachment A for definition of terms.

Additionally, customers with a written and signed price protection agreement will be charged the amount in the agreement. See Attachment A for the definition of an acceptable price protection plan.

Vendors choosing option A or B must complete the attached Terminal Rack Choice form.

**Option A:**

### **Margin-Over-Rack (MOR) Pricing Applied to HEAP Benefit Amount Only-**

MOR is set at .35 cents per gallon for oil  
MOR is set at .38 cents per gallon for kerosene  
MOR is set daily for oil/kerosene blends

**Option B:**

### **Margin-Over-Rack (MOR) Pricing Applied to ALL Deliveries**

MOR is set at .41 cents per gallon for oil  
MOR is set at .44 cents per gallon for kerosene  
MOR is set daily for oil/kerosene

**Option C:**

### **Discount-Off-Retail (DOR) Pricing Applied to HEAP Benefit Amount Only**

13 cents per gallon for oil, kerosene, and blends

**Option D:**

**Discount-Off-Retail (DOR) Pricing Applied to ALL Deliveries**

.07 cents per gallon for oil, kerosene, blends

This option applies to all deliveries paid for with HEAP funds and for other deliveries made between program opening or the official notification of a household's HEAP eligibility for the current program and April 30 of the HEAP program year.

**Option E:**

**Verified Service Contract Customers ONLY**

This option applies only to those vendors that will participate as a HEAP vendor for customers with an acceptable service contract. Please see Attachment A for the definition acceptable contracts.

### **C. PROVISIONS FOR HEATING EQUIPMENT REPAIR AND/OR REPLACEMENT**

1. Payment of HEAP benefits will only be made for households determined eligible for HEAP and for work that is pre-authorized by the LDSS.
2. All work must be performed in a professional manner and in compliance with local codes and/or standards and manufacturer's instructions. Vendors performing this work must be licensed contractors, carry worker's compensation as required by law, and produce evidence of current general liability coverage.
3. Estimates must contain detailed work scope determined by an on site appraisal of the heating system.
4. All estimates will contain itemized costs for labor and materials. Amendments to the original estimate, including revision of work scope, change of materials, and additional costs, must be in writing and pre-approved by the LDSS. Vendors agree to use the NYS OTDA mandated forms.
5. Warranties are to be issued in the customer's name.
6. New York State tax will not be collected. Local County Sales tax may be collected if applicable.
7. In general, work will be completed within five business days of authorization received from the LDSS. Vendors will notify the LDSS when this timeframe cannot be met.
8. Bills will be submitted directly to the LDSS and will itemize materials and labor costs and will specify the parts and services provided. Unless otherwise directed by the LDSS, bills will be submitted within 30 days of the work completion date or by September 30<sup>th</sup> of the program year in which the work was authorized, whichever is later.



## HOME ENERGY ASSISTANCE PROGRAM VENDOR INFORMATION FORM

Please return this form with your vendor agreement. Information provided will be shared with local HEAP certifiers.

**Company Name:** \_\_\_\_\_

**Contact Person(s):** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip-Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail (required, if available):** \_\_\_\_\_

**Preferred Method of Communication:** \_\_\_\_\_ **Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_ **E-Mail** \_\_\_\_\_ **US Mail**

### 1. WHICH COUNTIES DOES YOUR COMPANY DO BUSINESS IN? (Please Check)

<input type="checkbox"/> Albany	<input type="checkbox"/> Jefferson	<input type="checkbox"/> St. Lawrence
<input type="checkbox"/> Allegany	<input type="checkbox"/> Kings	<input type="checkbox"/> Saratoga
<input type="checkbox"/> Bronx	<input type="checkbox"/> Lewis	<input type="checkbox"/> Schenectady
<input type="checkbox"/> Broome	<input type="checkbox"/> Livingston	<input type="checkbox"/> Schoharie
<input type="checkbox"/> Cattaraugus	<input type="checkbox"/> Madison	<input type="checkbox"/> Schuyler
<input type="checkbox"/> Cayuga	<input type="checkbox"/> Monroe	<input type="checkbox"/> Seneca
<input type="checkbox"/> Chautauqua	<input type="checkbox"/> Montgomery	<input type="checkbox"/> Steuben
<input type="checkbox"/> Chemung	<input type="checkbox"/> Nassau	<input type="checkbox"/> Suffolk
<input type="checkbox"/> Chenango	<input type="checkbox"/> New York	<input type="checkbox"/> Sullivan
<input type="checkbox"/> Clinton	<input type="checkbox"/> Niagara	<input type="checkbox"/> Tioga
<input type="checkbox"/> Columbia	<input type="checkbox"/> Oneida	<input type="checkbox"/> Tompkins
<input type="checkbox"/> Cortland	<input type="checkbox"/> Onondaga	<input type="checkbox"/> Ulster
<input type="checkbox"/> Delaware	<input type="checkbox"/> Ontario	<input type="checkbox"/> Warren
<input type="checkbox"/> Dutchess	<input type="checkbox"/> Orange	<input type="checkbox"/> Washington
<input type="checkbox"/> Erie	<input type="checkbox"/> Orleans	<input type="checkbox"/> Wayne
<input type="checkbox"/> Essex	<input type="checkbox"/> Oswego	<input type="checkbox"/> Westchester
<input type="checkbox"/> Franklin	<input type="checkbox"/> Otsego	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Fulton	<input type="checkbox"/> Putnam	<input type="checkbox"/> Yates
<input type="checkbox"/> Genesee	<input type="checkbox"/> Queens	
<input type="checkbox"/> Greene	<input type="checkbox"/> Rensselaer	
<input type="checkbox"/> Hamilton	<input type="checkbox"/> Richmond	
<input type="checkbox"/> Herkimer	<input type="checkbox"/> Rockland	

2. WILL YOUR COMPANY ACCEPT NEW HEAP CUSTOMERS?  Yes  No

3. ARE THERE CONDITIONS TO ACCEPTING NEW CUSTOMERS?

No  Yes, please explain \_\_\_\_\_

4. TYPES OF FUEL DELIVERED TO HEAP CUSTOMERS (Please check all those that apply):

#2 Heating Oil  Kerosene  #2 Oil/Kero Blend

Propane  Coal  Wood

5. TYPES OF SERVICES PROVIDED (Please check all that apply):

Furnace Repairs/Replacements  Clean & Tune Services

Annual Service Contracts

6. DOES YOUR COMPANY HAVE OFF-ROUTE OR EMERGENCY DELIVERY FEES?  Yes  No

IF SO, PLEASE LIST WHAT FEES YOU CHARGE AND THE CURRENT AMOUNT OF THOSE FEES. \_\_\_\_\_

7. DOES YOUR COMPANY REQUIRE A MINIMUM DELIVERY?

Yes  No (If so, what is it and is there a fee applied if this is not met)

Minimum delivery: \_\_\_\_\_ gallons Fee if not met: \$ \_\_\_\_\_

8. PAYMENT PLANS OFFERED TO HEAP CUSTOMERS (Please check all those that apply):

COD  Discount for Cash Payment

Credit (with prior credit approval)

Budget Payment (with NO price protection)

PRICE PROTECTION PLANS (please attach a copy of the specific terms and conditions of these plans)

Fixed Price  Capped Price

Budget (with price protection)

Pre-Buy (with price protection)

Other, please describe \_\_\_\_\_

**TERMINAL SELECTION FORM  
MOR PRICING  
RACK PRICING OPTIONS**

**COMPANY NAME** \_\_\_\_\_

If you are opting for the MOR pricing option, please select a terminal and return this form with the vendor agreement. If you would like to select the rack where you receive the majority of your commodity instead of using the OPIS average, fill the information in the bottom line.

Check Terminal for MOR Pricing	Terminal Name	Oil Pricing Basis	Kerosene Pricing Basis
	Albany, NEW YORK	OPIS Average	Average of Hess and Sunoco
	Big Flats, NEW YORK	OPIS Average	None, select another terminal for kerosene pricing
	Binghamton/Vestal, NEW YORK	OPIS Average	Hess
	Buffalo, NEW YORK	OPIS Average	United Refinery
	Long Island, NEW YORK	OPIS Average	N/A
	New York City, NEW YORK	OPIS Average	Bayside
	Newburgh, NEW YORK	OPIS Average	Hess
	Rochester, NEW YORK	OPIS Average	Hess
	Syracuse, NEW YORK	OPIS Average	Hess
	Utica, NEW YORK	OPIS Average	Hess
	Warren, PENNSYLVANIA	OPIS Average	United Refinery

**Vendors selecting “own” rack need to declare rack where the majority of their commodity is purchased.**

Initial box below to select own rack	Terminal Name	Terminal Address	MOR Option A or B Applies to Oil, Kerosene and Blended Products Vendor Calculation								
			<table border="0"> <tr> <td>Option A HEAP ONLY</td> <td>Option B ALL SEASON</td> </tr> <tr> <td><input type="checkbox"/> \$ .35 oil</td> <td><input type="checkbox"/> \$ .41 oil</td> </tr> <tr> <td><input type="checkbox"/> \$ .38 kero</td> <td><input type="checkbox"/> \$ .44 kero</td> </tr> <tr> <td><input type="checkbox"/> \$ 50/50 Blend</td> <td><input type="checkbox"/> \$ 50/50 Blend</td> </tr> </table>	Option A HEAP ONLY	Option B ALL SEASON	<input type="checkbox"/> \$ .35 oil	<input type="checkbox"/> \$ .41 oil	<input type="checkbox"/> \$ .38 kero	<input type="checkbox"/> \$ .44 kero	<input type="checkbox"/> \$ 50/50 Blend	<input type="checkbox"/> \$ 50/50 Blend
Option A HEAP ONLY	Option B ALL SEASON										
<input type="checkbox"/> \$ .35 oil	<input type="checkbox"/> \$ .41 oil										
<input type="checkbox"/> \$ .38 kero	<input type="checkbox"/> \$ .44 kero										
<input type="checkbox"/> \$ 50/50 Blend	<input type="checkbox"/> \$ 50/50 Blend										