

**P.S.C. Regulated Utilities  
VENDOR AGREEMENT FORM  
NEW YORK STATE HOME ENERGY ASSISTANCE PROGRAM**

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

The undersigned vendor (hereinafter referred to as "home energy supplier") hereby agrees and assures to the New York State Office of Temporary and Disability Assistance (NYS OTDA), and local Department(s) of Social Services (LDSS) within its service territory, that it will comply with the following terms and conditions in order to receive monies under the Home Energy Assistance Program (hereinafter referred to as "HEAP") for energy services supplied to the home energy supplier's consumers who are eligible for HEAP:

1. The home energy supplier will charge HEAP eligible households, in the normal billing process, the difference between the actual costs of home energy and the amount of the HEAP payment made by the State or a LDSS.
2. Households receiving assistance from HEAP will not be treated adversely because of receipt of such assistance under applicable provisions of State law or public regulatory requirements.
3. Home energy suppliers will not discriminate, either in costs 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 by either the State or LDSS. The supplier further understands that he must comply with all requirements of the Low Income Home Energy Assistance Act of 1981 as amended, as well as all policy determinations and directives of the 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 may either accept or decline regular and/or emergency HEAP benefits authorized on behalf of an applicant for utility service. "Applicant" is defined in accordance with Title 16 of the New York Compilation of Codes, Rules and Regulations, Part 11.2(a)(3). The home energy supplier may either accept or decline regular and/or emergency HEAP benefits authorized on behalf of a person who is no longer defined as a residential customer under Part 11.2(a)(2) because such person's utility service has been terminated, disconnected or suspended for nonpayment. When HEAP benefits are accepted on behalf of an applicant for utility service or on behalf of a person who is no longer defined as a residential customer under Part 11.2(a)(2) because such person's utility service has been terminated, disconnected or suspended for nonpayment, such benefits shall be accepted without imposing any conditions precedent, except that the home energy supplier may, at its option, require the applicant to sign a Deferred Payment

Agreement (DPA). The home energy supplier also agrees to continue or restore service for thirty (30) calendar days for each regular HEAP benefit accepted on behalf of an applicant for utility service or on behalf of a person who is no longer defined as a residential customer under Part 11.2(a)(2) because such person's utility service has been terminated, disconnected or suspended for nonpayment, and agrees to continue or restore service for thirty (30) calendar days for each emergency HEAP benefit accepted on behalf of an applicant for utility service or on behalf of a person who is no longer defined as a residential customer under Part 11.2(a)(2) because such person's utility service has been terminated, disconnected or suspended for nonpayment.

6. The home energy supplier agrees to accept all regular and emergency HEAP benefits authorized on behalf of residential customers and current residential customers without imposing any conditions precedent. "Residential customer" and "current residential customer" are defined in accordance with Title 16 of the New York Compilation of Codes, Rules and Regulations, Part 11.2(a)(2). The home energy supplier also agrees to continue or establish service for thirty (30) calendar days for each regular HEAP benefit authorized on behalf of residential customers and current residential customers and agrees to continue or establish service for thirty (30) calendar days for each emergency HEAP benefit authorized on behalf of residential customers and current residential customers.
7. HEAP benefits will be credited to the customer's current account. Payments to accounts held in abeyance are not permitted.
8. With the exception of regular HEAP benefits provided to households that pay indirectly for heat, regular and emergency HEAP benefits will not be issued simultaneously. Regular HEAP benefits to households that pay indirectly for heat may be issued at the same time as a HEAP emergency benefit if the household is otherwise eligible for a HEAP emergency benefit, and when such regular benefit and emergency benefit are issued simultaneously, the home energy supplier agrees to continue or restore service for sixty-eight (68) calendar days.
9. Vendors may not transfer or cash-out HEAP benefits to recipients. HEAP funds shall not bear interest. Unless payment(s) were used to prevent utility shut-off and/or restore utility service, unexpended funds due to the account closing and/or incorrect payments and funds that are unable to be credited to a recipient's account must be returned to the LDSS no later than September 30<sup>th</sup> of the current program year, or upon request by the State or the LDSS. The HEAP Vendor Refund Form should accompany all refunds.
10. Credits remain on a recipient's account until exhausted, unless otherwise directed by the LDSS and/or NYS OTDA.
11. 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.

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12. The home energy supplier shall permit and cooperate with 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, and also any State and/or county investigations undertaken to ensure program integrity.
13. The home energy supplier shall treat all information and, in particular, information relating to recipients, as confidential information, and shall not use any information so obtained in any manner except as necessary to the proper discharge of his obligation and the securement of his rights hereunder.
14. This agreement shall remain in effect unless superseded by another agreement or terminated by either party, both of which shall be accomplished in writing with 30 days prior notice.
15. Unless otherwise directed by the State or the LDSS, home energy suppliers must submit 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 by the State or LDSS.
16. The home energy supplier will notify the LDSS if the customer is participating in a low-income plan when contacted by the LDSS regarding an emergency situation.

The terms of any contract between the utility company and an Energy Service Companies (ESCO) operating within the utility company's service territory not withstanding:

17. The utility and/or ESCO agrees to continue or restore service for the minimum time periods outlined in this agreement when notified by a LDSS that a HEAP benefit will be issued on behalf of an eligible household and utility acknowledges acceptance of HEAP benefits. The time period begins from the date of earliest notification by the LDSS.
18. In the case of a utility company that is not purchasing account receivables; HEAP payments made to the utility company may not be pro-rated for distribution and/or commodity service between the utility and any ESCO not providing prospective service to the household on whose behalf the HEAP payment was made.

I hereby declare that I have read and understand the above and agree to comply and abide with such while participating in the New York State Home Energy Assistance Program.

Company Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

September 7, 2007

Date \_\_\_\_\_

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

Company Address

\_\_\_\_\_

Company Phone Number

Federal Tax ID: \_\_\_\_\_

FAX number \_\_\_\_\_

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_