



Office of Temporary and Disability Assistance

Home Energy Assistance Program Vendor Agreement HEAP Deliverable Non-Utility Services Component

Company Name: _____ **Federal ID:** _____
(Hereinafter referred to as Vendor)

Doing Business As (DBA):
Please attach any additional pages if necessary, to list all your DBAs with their locations and contact information.

Contact Name: _____ **Telephone Number:** _____

Email: _____ **Fax Number:** _____

General Public Telephone Number: _____

Physical Address: _____ **Mailing Address:** _____

Products Offered:

#2 Heating Oil	Kerosene	#2 Oil/Kerosene Blend	Propane	Coal
Wood	Wood Pellets	Corn	Other	_____

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 and Disability Assistance (NYS OTDA) to abide by the provisions contained in this agreement. Benefits paid directly to vendors will be issued through the NYS Office of the State Comptroller (NYS OSC).

I. General Provisions

- Households receiving assistance from HEAP will not be treated adversely because of such assistance under applicable provisions of State law and public regulatory requirements.
- Vendors will not discriminate, either in cost of goods supplied or the services provided, against the household on whose behalf HEAP payments are made.
- The vendor agrees to treat all information relating to HEAP recipients as confidential information and will not use any information except as necessary to provide commodity and/or energy services.
- The vendor understands that payment and satisfaction of any claims under HEAP will be made from federal HEAP funds. 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. If a customer requests a fuel quantity that exceeds the guaranteed HEAP benefit amount the vendor will charge HEAP recipients, in the normal billing process, the difference between the cost of the commodity and the amount of the HEAP payment made. The cost of the commodity in the case of oil and/or kerosene products is determined in accordance with the pricing option selected under Section II of this Agreement.
6. The vendor agrees to accept all HEAP benefits on behalf of their HEAP eligible customers. The vendor agrees to make all deliveries for the amount of the HEAP benefit upon either receipt of funds or guarantee of payment from the local social services department (LSSD).
7. The vendor agrees to carry liability insurance and possess all applicable licenses. The vendor agrees to provide documentation of their current license(s) and insurance to the OTDA HEAP Bureau. This information will be treated as confidential and will only be shared with the LSSD as needed.
8. The vendor agrees to notify OTDA if the company is sold, if there is a change in company structure, company name, operational name, or any other change that would affect the Vendor Agreement or customer relationships within five business days.
9. The vendor agrees that when accepting HEAP payments for households in an emergency situation that upon receipt of funds or guarantee from the LSSD, the vendor will make arrangements with their customer for a delivery.

Fees and Additional Charges

10. 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 LSSD.
11. The vendor agrees to charge the lesser of their established off route delivery fee or an amount not to exceed \$65 for off route deliveries that are dispatched during regular business hours.
12. The vendor agrees to charge the lesser of their established after-hours fee or an amount not to exceed \$125 for off route deliveries dispatched after their regular business hours.
13. The vendor will not add or include finance charges to a customer's account for HEAP funded deliveries.
14. New York State Sales Tax will not be collected on deliveries paid for with HEAP funds. Local County Sales Tax may be collected if applicable.

Erroneous Payments and Unused Credits

15. The vendor agrees to comply with program timeframes and submit all payment claims by September 30th of the current program year or within 30 days of services rendered, whichever is later. If the LSSD does not receive the claim within the established time period, payments will not be made.
16. HEAP credits remain on a customer's account until exhausted or the account closes. Unused credits that have been on a customer's account for 24 months after the vendor has received payment must be returned to the LSSD. Any credits remaining on a closed account must be returned to the LSSD within 30 days of the account closing. The use of credits for purposes other than the purchase of heating fuel is not permitted.
17. The vendor will return payments upon request by the OTDA/LSSD within five business days of the request unless the payment was used to obtain fuel or services approved by the LSSD. In such cases, the vendor must notify LSSD that services/commodity have already been provided for the benefit.
18. The vendor will not transfer, or cash out benefits to customers and/or other vendors. Unexpended funds due to account closing and/or incorrect payments must be returned to the LSSD. The HEAP Vendor Refund Form should accompany refunds.
19. HEAP credits remaining on customers' accounts may be used for purchasing future commodity through pre-buy plans upon customer request.

Wood Vendors

20. Wood vendors agree that all wood delivered will be seasoned firewood and ready to burn. Green wood can be delivered upon client request. The wood will be a minimum of three inches in diameter.
21. Wood vendors will provide customers with receipts that list the date of delivery, the price and quantity of the wood delivered.
22. Wood vendors will abide by all regulations pertaining to their commodity and its delivery which are mandated by NYS Department of Environmental Conservation and Department of Agriculture and Markets.
23. Wood vendors which charge a posted delivery fee schedule may charge HEAP clients no more than the lowest rate charged to any other HEAP or non-HEAP customer.

Audits & Investigation

24. The vendor agrees to 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 investigation undertaken to ensure program integrity. The vendor agrees to respond to any communication or correspondence from any authorized entities within five business days and provide reasonable accommodations for onsite case reviews. Vendors agree to cooperate with OTDA in establishing a mutually acceptable timeframe within which the vendor will provide information requested by OTDA.
25. If violations of the Vendor Agreement are discovered, the vendor agrees to take corrective actions in the designated timeframes. Corrective actions may include, but are not limited to:
 - a. reviewing all customer accounts that received HEAP benefits for the year of review and the current program year,
 - b. crediting customer accounts in accordance with audit findings,
 - c. provide OTDA with full accounting of corrected customer accounts,
 - d. provide detailed plans for future companywide changes that will bring the vendor into full compliance with program policy and deadlines for the implementation of those changes.
26. The vendor agrees to support an accounting system and maintain 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.

Disqualifications & Penalties

27. Failure to cooperate with any federal/and or State audits and/or investigations may result in disqualification from participation in the HEAP program. The vendor may also be disqualified from participating in the HEAP program if they fail to properly implement the required corrective actions in the designated timeframes.
28. If criminal activity relating to the HEAP program rules are verified through the audit and investigation process, the vendor may be permanently disqualified from participating in the program and will result in referrals being made for appropriate prosecution by a District Attorney, Attorney General, the Consumer Protection Board, the Better Business Bureau or any other entity with appropriate jurisdiction.
29. This Agreement will remain in effect unless superseded by another Agreement or terminated by either the vendor or OTDA. This will be accomplished in writing provided 30 days prior notice is given.

The provisions of this Agreement cannot be altered by the vendor. Any changes made to the Agreement will render the signed Agreement invalid.

II. Provisions for Providers of Oil, Kerosene and Blended Products

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 option information on pages 7-13 prior to selecting a pricing option 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 price the customer would have been charged in the absence of this program, with any adjustments for normal discounts is less than the amount designated in the pricing option selected, the customer will be charged the price the customer would have been charged in the absence of this program, with any adjustments for normal discounts.

Option A: The lower of the price the customer would have been charged in the absence of this program, with any adjustments for normal or promotional discounts or pricing

OR

Margin-Over-Rack (MOR) Pricing Applied to HEAP Benefit Amount Only (pgs. 7-10)

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: The lower of the price the customer would have been charged in the absence of this program, with any adjustments for normal or promotional discounts or pricing

OR

Margin-Over-Rack (MOR) Pricing Applied to ALL Deliveries (pgs. 8-10)

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

This option applies to all deliveries paid for with HEAP funds regardless of date of delivery. Vendor agrees to honor pricing for customer paid deliveries after official notification of a household's eligibility through April 30th of the program year.

Option C: The lower of the price the customer would have been charged in the absence of this program, with any adjustments for normal or promotional discounts or pricing

OR

Discount-Off-Retail (DOR) Pricing Applied to HEAP Benefit Amount Only (pgs. 10-12)

.13 cents per gallon for oil, kerosene, and blends

Option D: The lower of the price the customer would have been charged in the absence of this program, with any adjustments for normal or promotional discounts or pricing

OR

Discount-Off-Retail (DOR) Pricing Applied to ALL Deliveries (pgs. 11-12)

.07 cents per gallon for oil, kerosene, and blends

This option applies to all deliveries paid for with HEAP funds regardless of date of delivery. Vendor agrees to honor pricing for customer paid deliveries after official notification of a household's eligibility through April 30th of the program year.

Option E:

Verified Service Contract Customers ONLY (pgs. 12-13)

This option applies only to those vendors that will participate as a HEAP vendor for customers with acceptable service contracts.

Terms and Conditions

The vendor agrees that by selecting a pricing option, they are agreeing to the terms that apply to that pricing option as detailed below.

A. Margin Over Rack (MOR) Pricing Applied to HEAP Benefit Amount Only

1. MOR HEAP Only Pricing Applied to Deliveries of Heating Oil

For every gallon of heating oil delivered to an eligible household the home energy supplier will charge against that household's HEAP benefit the lesser of:

- a) The home energy supplier's normal price for heating oil for that customer on the date of delivery (i.e., the price the customer would have been charged in the absence of this program, with any adjustments for normal or promotional discounts or pricing), or
- b) The MOR HEAP Only Heating Oil Program Price, which will be calculated by adding a **margin of 35 cents** to the previous day's average rack price for your designated terminal or for your selected terminal if your company has opted to use a non-OPIS terminal.¹

2. MOR HEAP Only Pricing Applied to Deliveries of Kerosene

For every gallon of kerosene delivered to an eligible household the home energy supplier will charge against that household's HEAP benefit the lesser of:

- a) The home energy supplier's normal price for kerosene for that customer on the date of delivery (i.e., the price the customer would have been charged in the absence of this program, with any adjustments for normal or promotional discounts or pricing), or
- b) The MOR HEAP Only Kerosene Program Price, which will be calculated by adding a **margin of 38 cents** to the previous day's average rack price for your designated terminal or for your selected terminal if your company has opted to use a non-OPIS terminal.¹

3. MOR HEAP Only Pricing Applied to Deliveries of Heating Oil/Kerosene Blend

For every gallon of heating oil/kerosene/blend delivered to an eligible household the home energy supplier will charge against that household's HEAP benefit the lesser of:

- a) The home energy supplier's normal price for heating oil/kerosene/blend for that customer on the date of delivery (i.e., the price the customer would have been charged in the absence of this program, with any adjustments for normal or promotional discounts or pricing), or
- b) The MOR HEAP Only Blend Program Price for heating oil/kerosene blend, defined as a blend of **50% heating oil and 50% kerosene**, to be calculated and posted daily based on the following formula:

$$\text{MOR HEAP Only Heating Oil Program Price} \times 0.5 + \text{MOR HEAP Only Kerosene Program Price} \times 0.5 = \text{MOR HEAP Only Blend Program Price}^2$$

All deliveries of heating oil and kerosene paid for with HEAP funds must be charged as specified above, including any deliveries made after April 30.

¹The MOR "HEAP only" price for vendors opting to calculate pricing based on a vendor specific rack will be based on that rack's price of the commodity on the date of delivery. This applies to vendors who opt to self calculate the applicable margin to a rack or particular supplier not supplied by the OPIS.

B. Margin Over Rack (MOR) Pricing Applied to ALL Deliveries

1. MOR All Season Pricing Applied to Deliveries of Heating Oil

For every gallon of heating oil delivered to an eligible household, the home energy supplier will charge against that household's HEAP benefit the lesser of:

- a) The home energy supplier's normal price for heating oil for that customer on the date of delivery (i.e., the price the customer would have been charged in the absence of this program, with any adjustments for normal or promotional discounts or pricing), or
- b) The MOR All Season Heating Oil Program Price which will be calculated by adding a **margin of 41 cents** to the previous day's average rack price for your designated terminal or for your selected terminal if your company has opted to use a non-OPIS terminal.²

2. MOR All Season Pricing Applied to Deliveries of Kerosene

For every gallon of kerosene delivered to an eligible household, the home energy supplier will charge against that household's HEAP benefit the lesser of:

- a) The home energy supplier's normal price for kerosene for that customer on the date of delivery (i.e., the price the customer would have been charged in the absence of this program, with any adjustments for normal or promotional discounts or pricing), or
- b) The MOR All Season Kerosene Program Price which will be calculated by adding a **margin of 44 cents** to the previous day's average rack price for your designated terminal or for your selected terminal if your company has opted to use a non-OPIS terminal.²

3. MOR All Season Pricing Applied to Deliveries of Heating Oil/Kerosene Blend

For every gallon of heating oil/kerosene blend delivered to an eligible household, the home energy supplier will charge against that household's HEAP benefit the lesser of:

- a) The home energy supplier's normal price for heating oil/kerosene blend for that customer on the date of delivery (i.e., the price the customer would have been charged in the absence of this program, with any adjustments for normal or promotional discounts or pricing), or
- b) The MOR All Season Blend Program Price, **defined as a blend of 50% heating oil and 50% kerosene**, to be calculated and posted daily based on the following formula:

$$\text{MOR All Season Heating Oil Program Price} \times 0.5 + \text{MOR All Season Kerosene Program Price} \times 0.5 = \text{MOR All Season Blend Program Price}^2$$

All deliveries of heating oil and kerosene must be charged as specified above. This includes any deliveries made after April 30, if those deliveries are being paid for by HEAP benefits.

Terms that apply to both Option A and Option B:

1. Vendors choosing pricing Option A or B must complete the attached Terminal Rack Selection Form.
2. MOR HEAP Prices will be based on the Oil Pricing Information Service (OPIS) average rack price for the previous day.
3. For Saturday, Sunday, and Monday deliveries, the average rack for the previous Friday will be used. OTDA will make daily pricing information available to MOR vendors.

²The MOR "HEAP only" price for vendors opting to calculate pricing based on a vendor specific rack will be based on that rack's price of the commodity on the date of delivery. This applies to vendors who opt to self calculate the applicable margin to a rack or particular supplier not supplied by the OPIS.

4. MOR Pricing Applied to HEAP Customers on a Price Protection Contract:

For deliveries of heating oil, kerosene and/or heating oil/kerosene blend made to customers with a current Price Protection Contract, the home energy supplier will charge the Price Protection Contract price. A customer qualifies as having a Price Protection Contract if the vendor has a written agreement with the customer that was signed prior to the date of application for HEAP and:

- a) Charges a fixed price per gallon valid for at least 75% of the customer's anticipated fuel purchases, including pre-buy arrangements, or
- b) Charges a capped price per gallon valid for at least 75% of the customer's anticipated fuel purchases and is comparable to Price Protection Contracts offered by other vendors in the service territory.

The customer must be in good standing with the terms of the price protection plan, i.e., if the customer has defaulted, the MOR or DOR price would be applied, unless the vendor agrees to restore the terms of the price protection plan prior to the next delivery.

C. Discount Off Retail (DOR) Pricing Applied to HEAP Benefit Amount Only

DOR Pricing Applied to Deliveries of Heating Oil and Kerosene

Under this option the following pricing will apply:

For every gallon of heating oil delivered to an eligible household the home energy supplier will charge against that household's HEAP benefit the lesser of the home energy supplier's normal price for heating oil, kerosene, or oil/kerosene blend for that customer on the date of delivery (i.e., the price the customer would have been charged in the absence of this program, with any adjustments for normal or promotional discounts or pricing), or

- i. Whenever the HEAP payment date for fuel delivered does not meet the vendor's usual requirements for receiving any cash (or COD) price offered, the vendor will charge the customer that day's credit price less 13 cents per gallon.
- ii. Whenever the HEAP payment date precedes the HEAP fuel's delivery date, or whenever the HEAP payment date otherwise meets the vendor's usual requirements for receiving any cash price offered, the vendor will charge the customer the lower of that day's best available cash price OR that day's credit price less 13 cents per gallon.
- iii. If a vendor offers no credit pricing to customers, the vendor will charge the customer that day's best available cash price less 13 cents per gallon.

Under this option the pricing specified above will apply to every gallon of oil, kerosene and/or oil/kerosene blend authorized for payment by the LSSD during the current program year, regardless of the date of delivery if paid for by HEAP funds.

D. Discount Off Retail (DOR) Pricing Applied to ALL Deliveries

DOR Pricing Applied to Deliveries of Heating Oil and Kerosene

Under this option the following pricing will apply:

For every gallon of heating oil delivered to an eligible household the home energy supplier will charge against that household's HEAP benefit the lesser of the home energy supplier's normal price for heating oil, kerosene, or oil/kerosene blend for that customer on the date of delivery (i.e., the price the customer would have been charged in the absence of this program, with any adjustments for normal or promotional discounts or pricing), or

- i. Whenever the payment date for fuel delivered does not meet the vendor's usual requirements for receiving any cash (or COD) price offered, the vendor will charge the customer that day's credit price less 7 cents per gallon.

- ii. Whenever a HEAP payment date precedes a HEAP fuel delivery date, or whenever a customer's payment date otherwise meets the vendor's requirements for receiving any cash price offered, the vendor will charge the customer the lower of that day's best available cash price OR that day's credit price less 7 cents per gallon.
- iii. If a vendor offers no credit pricing to customers, the vendor will charge the customer that day's best available cash price less 7 cents per gallon.

Under this option the pricing specified above will apply to every gallon of heating oil, kerosene and/or oil/kerosene blend delivered to a household upon vendor's notification of a household's HEAP eligibility through April 30th of that same program year. If a household is determined eligible after the start of the HEAP year then pricing will apply to all deliveries made after the vendor was notified of the household's HEAP eligibility. The specified pricing will apply to ALL deliveries charged against HEAP grants regardless of the date of delivery.

Terms that apply to both Option C and Option D:

DOR Pricing Applied to HEAP Customers on a Price Protection Contract

For deliveries of heating oil, kerosene and/or heating oil/kerosene blend made to customers with a current Price Protection Contract, the home energy supplier will charge the Price Protection Contract price. A customer qualifies as having a Price Protection Contract if the vendor has a written agreement with the customer that was signed prior to the date of application for HEAP and:

- a) Charges a fixed price per gallon valid for at least 75% of the customer's anticipated fuel purchases, including pre-buy arrangements, or
- b) Charges a capped price per gallon valid for at least 75% of the customer's anticipated fuel purchases and is comparable to Price Protection Contracts offered by other vendors in the service territory.
- c) The customer must be in good standing with the terms of the price protection plan. If the customer has defaulted, the MOR or DOR price would be applied, unless the vendor agrees to restore the terms of the price protection plan prior to the next delivery.

1. Disclosure of Pricing

The home energy supplier agrees to provide the home energy supplier's posted prices for heating oil, kerosene and heating oil/kerosene blends, upon request by the LSSD, OTDA or designated representatives.

E. Verified Service Contract Customers ONLY

This option is only applicable to vendors who have not selected a MOR or DOR pricing option.

a) HEAP Customers with Current Service Contracts

The home energy supplier is eligible to receive a HEAP benefit on behalf of HEAP customers with a current service contract, provided the service contract meets the following criteria:

- i. A purchase cost paid by the customer specifically for the contract. Service contracts that are inclusive as part of the commodity price or are offered as free of cost are not permitted as an exemption under HEAP program rules.
- ii. A provision that would void the service contract, with no refund to the HEAP customer, in the event the customer takes delivery of home heating fuel from an alternate supplier.
- iii. Ongoing service coverage beyond a single heating system cleaning.
- iv. Contract is comparable to service contracts offered by other vendors in the service territory.

The contract must have been signed prior to the date of the customer's application for HEAP. The vendor must submit a copy of the terms and conditions of the service contract offered to customers with this signed Agreement. Vendor must produce proof of individual customer's service contract status upon request by LSSD or OTDA.

b) Payment Process

The home energy supplier will be paid by means of a two-party check for HEAP customers with current service contracts.

III. Provisions for Providers of Propane

1. Propane vendors agree to charge HEAP customers the best posted retail price on the date of delivery based on the individual customer's pricing including promotional or discounted pricing **less 7 cents per gallon/pound** when payment precedes the delivery. When payment is received after the date of delivery, vendors agree to charge that day's best credit price based on the individual customer's pricing **less 7 cents per gallons/pound**.
2. Propane vendors agree that for HEAP purposes, a customer is defined as an individual or a household at which the vendor has placed tanks that are connected to residential consumer heating equipment; whether metered centrally or individually, regardless of balance due/owed at the time of the benefit authorization.
3. Propane vendors agree that tank deposits are applied as a deposit for the tank only. Whenever a tank is returned in acceptable condition to the company, tank deposits must be returned to the LSSD regardless of any past due balance owed to the vendor by the customer.

IV. Signature

The undersigned vendor hereby agrees and assures to the NYS OTDA, that the undersigned will comply with the terms and conditions outlined in this Agreement in order to receive monies under the Low Income Home Energy Assistance Program:

I hereby declare that I have read and understand the above and agree to comply and abide with the terms and conditions specified while participating in the HEAP Program.

Please initial the applicable provisions, complete and sign the Agreement.

_____ **I agree to comply with the terms of Section I – General Provisions for All Vendors.**

_____ **Providers of oil, kerosene or blends also agree to comply with the Terms of Section II – Provisions for Providers of Oil, Kerosene, and Blends**

If you choose an MOR pricing option with an OPIS rack, please select how you will be receiving daily MOR prices:

Phone Fax Pricing Website

_____ **Providers of propane agree to comply with the terms of Section III – Provisions for Providers of Propane**

Please print or type.

Company: _____

Name: _____

Owner's Name: *(or Owner's Designee)* _____

Title: _____

Owner's Signature: *(or Owner's Designee)* _____ **Date:** _____