

**VENDOR AGREEMENT FORM  
NEW YORK STATE HOME ENERGY ASSISTANCE PROGRAM**

**Company Name:**

**Type of Company:** \_\_\_ **Municipal electric company**

\_\_\_ **Landlord:** \_\_\_ **own gas well**  
\_\_\_ **approved submetering**

\_\_\_ **Third party billing company**

\_\_\_ **ESCO**

The undersigned vendor/billing entity (hereinafter referred to as "vendor") 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 vendor's consumers who are eligible for HEAP:

1. The vendor 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. Vendors 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 vendor understands that payment and satisfaction of any claims under HEAP will be made by either the State or LDSS. The vendor 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 vendor may be prosecuted under applicable federal and/or State law for false claims, statements or documents or concealment of material fact.
5. Vendors that supply electric and/or gas service 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 vendor 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 vendor may, at its option, require the applicant to sign a Deferred Payment Agreement (DPA). The vendor 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 vendor 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). Vendors that supply electric and/or gas service also agree 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 agree 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. Vendors that are third party billing entities or are approved for submetering agree to stop eviction proceedings for non payment of energy costs for a period of sixty (60) days in exchange for a regular HEAP benefit.
7. Only companies or landlords that have been approved by the New York State Public Service Commission (PSC) for submetering and/or billing will be eligible to receive HEAP payments. Emergency HEAP benefits will not be authorized on behalf of customers served by companies/landlords that provide submetering and/or billing services. Regular HEAP benefits will be authorized on behalf of eligible customers served by companies/landlords that provide submetering and/or billing services only when it can be demonstrated that the benefit is credited to the recipient's usage.
8. HEAP benefits will be credited to the customer's current account. Payments to accounts held in abeyance are not permitted.
9. Regular and emergency HEAP benefits will not be issued simultaneously.
10. Vendors may not transfer or cash-out HEAP benefits to recipients. HEAP funds shall not bear interest. The vendor agrees to return any incorrect payments to the LDSS no later than by September 30<sup>th</sup> of the current program year or earlier than this date if requested by the LDSS or the State unless payment(s) were used to prevent utility shut-off and/or restore utility service. Unexpended funds due to the account closing and/or 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. The HEAP Vendor Refund Form should accompany all refunds.

11. Credits remain on a recipient's account until exhausted, unless otherwise directed by the LDSS and/or NYS OTDA.
12. The vendor 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.
13. The vendor 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.
14. The vendor 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.
15. 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.
16. Unless otherwise directed by the State or the LDSS, vendor 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.
17. If applicable, the vendor will notify the LDSS if the customer is participating in a low-income plan when contacted by the LDSS regarding an emergency situation.

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 \_\_\_\_\_

Address:

Mailing Address, if different:

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Company Phone Number

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

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

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