



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

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

ATTACHMENT A
Revised July 24, 2008

NYS HOME ENERGY ASSISTANCE PROGRAM (HEAP)
INSTRUCTIONS AND DEFINITIONS FOR
VENDORS PROVIDING OIL/KEROSENE/BLENDS

INSTRUCTIONS:

- Vendors providing oil/kerosene/blends must choose a pricing option in order to receive direct payments.
- Vendors may also choose to participate in HEAP only for those customers that have service contracts that meet HEAP program rules. Please see the definitions for acceptable contracts. Payments under this option will be made via two party checks.
- Vendors must provide samples of service contracts. Please return these with the vendor agreement.
- Vendors must also provide a sample of price protection plans if applicable.

DEFINITIONS:

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

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

For each and every gallon of heating oil delivered to a HEAP eligible household and authorized for payment by the LDSS, 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 discounts), 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 specific terminal.*

This MOR HEAP Only Price will be based on the Oil Pricing Information Service (OPIS) average rack price for "Gross #2 Distillate Fuels" the previous day. For Saturday, Sunday, and Monday deliveries, the average rack for the previous Friday will be used. OTDA, through the NYSERDA, will make available to home energy suppliers the MOR HEAP Only Heating Oil Program Price to be used for each day's deliveries

*The 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.

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2. MOR HEAP Only Pricing Applied to Deliveries of Kerosene

For each and every gallon of kerosene delivered to a HEAP eligible household and authorized for payment by the LDSS, 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 discounts), 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 program rack price for our designated terminal or by adding a margin of 38 cents to the actual rack price at your company's selected rack on the date of delivery.*

This MOR HEAP Only Kerosene Program Price will be based on the OPIS previous day's rack price for the major kerosene supplier(s) at your designated terminal or on a similar wholesale price specified. OTDA shall identify the major supplier(s) which will be used as the basis for kerosene pricing at each terminal prior to the beginning of the HEAP season. For Saturday, Sunday, and Monday deliveries, the specified price for the previous Friday will be used. OTDA, through NYSERDA, will make available to home energy suppliers the MOR HEAP Only Kerosene Program Price to be used for each day's deliveries.

*The 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.

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

For each and every gallon of heating oil/kerosene/blend delivered to a HEAP eligible household and authorized for payment by the LDSS, 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 discounts), 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**, and to be calculated and posted daily based on the following formula:

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$$\begin{aligned} & \text{MOR HEAP Only Heating Oil Program Price (see Section A1 above) } \times 0.5 \\ & + \text{MOR HEAP Only Kerosene Program Price (see Section A2 above) } \times \\ & \quad 0.5 \\ & = \text{MOR HEAP Only Blend Program Price} \end{aligned}$$

The OTDA, through the NYSERDA, will make available to home energy suppliers the MOR HEAP Only Blend Program Price to be used for each day's deliveries.

If the home energy supplier adds a synthetic additive to the heating oil delivered in order to prevent the fuel from congealing, the supplier may charge for the additive up to—but not more than—the additive price charged to non-HEAP customers.

4. MOR Pricing Applied to HEAP Customers on a Price Protection Contract (Vendor must have chosen Option A, B, C, or D):

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 either:

- a) Charges a fixed price/discount 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 in compliance with General Provision, clauses 2 and 3 of this vendor agreement 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 prevail, unless the vendor agrees to restore the terms of the price protection plan prior to the next delivery.

5. HEAP Grant Dollars Not Charged During Heating Season

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

6. 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 LDSS, OTDA or designated representatives.

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VENDORS PROVIDING OIL/KEROSENE/BLENDS

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

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

For each and every gallon of heating oil delivered to a HEAP eligible household, the home energy supplier will charge 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 discounts), or
- b) The MOR All Season Heating Oil Program Price calculated by adding a **margin of 41 cents** to the previous day's average rack price for your designated terminal or by adding a margin of 41 cents to the actual rack price at your company's selected rack on the date of delivery.*

This pricing shall apply for all deliveries made between initiation of the HEAP each year and April 30 of that same program year (or, for households found eligible after the program's initiation, between the date of notification of eligibility and April 30 of the same program year) – and for ALL deliveries charged against HEAP grants, regardless of the date of delivery. This MOR All-Season Heating Oil Program Price will be based on the OPIS average rack price for "Gross #2 Distillate Fuels" the previous day. For Saturday, Sunday, and Monday deliveries, the average rack for the previous Friday will be used. OTDA, through the NYSEERDA, will make available to home energy suppliers the MOR All-Season Heating Oil Program Price to be used for each day's deliveries.

*The 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.

2. MOR All Season Pricing Applied to Deliveries of Kerosene:

For each and every gallon of kerosene delivered to a HEAP eligible household, the home energy supplier will charge 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 discounts), or

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- b) The MOR All Season Kerosene Program Price calculated by adding a **margin of 44 cents** to the previous day's average rack price for your designated terminal or by adding a margin of 44 cents to the actual rack price at your company's selected rack on the date of delivery.

This pricing shall apply for all deliveries made between initiation of HEAP each year and April 30 of that same program year (or, for households found eligible after the program's initiation, between the date of notification of eligibility and April 30 of that same program year) – and for ALL deliveries charged against HEAP grants, regardless of the date of delivery. This MOR All Season Kerosene Program Price will be based on the OPIS previous day's rack price for the major kerosene suppliers(s) at your designated terminal, or on a similar wholesale price specified OTDA shall identify the major supplier(s) which will be used as the basis for kerosene pricing at each terminal prior to the beginning of the HEAP season. OTDA reserves the right to amend the suppliers during the HEAP season. For Saturday, Sunday, and Monday deliveries, the specified price for the previous Friday will be used. OTDA, through the NYSERDA, will make available to home energy suppliers the MOR All Season Kerosene Program Price to be used for each day's deliveries.

*The 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 the self calculate the applicable margin to a rack or particular supplier not supplied by the OPIS.

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

For each and every gallon of heating oil/kerosene blend delivered to a HEAP 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 discounts), or
- b) The MOR All Season Blend Program Price, **defined as a blend of 50% heating oil and 50% kerosene**, and to be calculated and posted daily based on the following formula:

$$\begin{aligned} & \text{MOR All Season Heating Oil Program Price (see Section B1 above)} \times 0.5 \\ & + \text{MOR All Season Kerosene Program Price (see Section B2 above)} \times 0.5 \\ & = \text{MOR All Season Blend Program Price} \end{aligned}$$

The OTDA, through the NYSERDA, will make available to home energy suppliers the MOR All Season Blend Program Price to be used for each day's deliveries.

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This pricing shall apply for all deliveries made between initiation of the HEAP each year and April 30 of the same program year (or, for households found eligible after the program's initiation, between the date of notification of eligibility and April 30 of that same program year) – and for ALL deliveries charged against HEAP grants, regardless of the date of delivery.

If the home energy supplier adds a synthetic additive to the heating oil delivered in order to prevent the fuel from congealing, the supplier may charge for the additive up to but not more than the additive price charged to non-HEAP customers.

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 either:

- 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 in compliance with General Provision, clauses 2 and 3 of this vendor agreement 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 prevail, unless the vendor agrees to restore the terms of the price protection plan prior to the next delivery.

5. HEAP Grant Dollars Not Used During Heating Season

All deliveries of heating oil and kerosene paid for with HEAP funds must be charged as specified above. This includes any deliveries made after April 30, if these deliveries are charged against HEAP grants.

6. 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 LDSS, OTDA or designated representatives.

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VENDORS PROVIDING OIL/KEROSENE/BLENDS

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

1. DOR Pricing Applied to Deliveries of Heating Oil and Kerosene:

Under this option the following pricing shall apply:

- a) Whenever the HEAP payment date for HEAP fuel delivered does not meet the vendor's usual requirements for receiving any cash (or COD) price offered, the vendor shall charge the customer that day's credit price **less 13 cents per gallon**.
- b) 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 shall charge the customer the LOWER of that day's cash price OR that day's credit price **less 13 cents per gallon**.
- c) If a vendor offers no credit to customers, and therefore, offers only a cash price, the vendor shall charge the customer that day's cash price **less 13 cents per gallon**.

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

2. 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 either:

- 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 in compliance with General Provision, clauses 2 and 3 of this vendor agreement 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 prevail, unless the vendor agrees to restore the terms of the price protection plan prior to the next delivery.

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VENDORS PROVIDING OIL/KEROSENE/BLENDS

3. HEAP Grant Dollars Not Charged During Heating Season:

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

4. 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 LDSS, OTDA or designated representatives.

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

1. DOR Pricing Applied to Deliveries of Heating Oil and Kerosene:

Under this option the following pricing shall apply:

- a) 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 shall charge the customer that day's credit price **less 7 cents per gallon**.
- b) 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 shall charge the customer the **LOWER OF that day's credit price less 7 cents per gallon**.
- c) If a vendor offers no credit to customers, and therefore, offers only a cash price, the vendor shall charge the customer **that day's cash price less 7 cents per gallon**.

Under this option the pricing specified above shall apply to every gallon of heating oil, kerosene and/or oil/kerosene blend delivered to a HEAP eligible household between the initiation of HEAP each year and April 30 of that same program year. For households found eligible after the program's initiation, the specified pricing shall apply to all deliveries from the date of notification of HEAP eligibility and April 30 of that same program year. The specified pricing shall apply to ALL deliveries charged against HEAP grants regardless of the date of delivery.

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VENDORS PROVIDING OIL/KEROSENE/BLENDS

2. 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 either:

- 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 in compliance with General Provision, clauses 2 and 3 of this vendor agreement 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 prevail, unless the vendor agrees to restore the terms of the price protection plan prior to the next delivery.

3. HEAP Grant Dollars Not Used During Heating Season:

All deliveries of heating oil kerosene and/or heating oil/kerosene blend paid for with HEAP funds must be charged as specified in D1 and D2 above. This includes any deliveries made after April 30, if these deliveries are charged against HEAP grants. This does NOT include deliveries made after April 30 for which the customer pays.

4. 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 LDSS, 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.**

1. 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:

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- a) A purchase cost paid by the customer specifically for the contract. Service contracts that are inclusive as part of the commodity price are not permitted as an exemption under HEAP program rules.
- b) A provision that voids Service Contract, with no refund to the HEAP Customer, in the event HEAP Customer takes delivery of home heating fuel from an alternate supplier; and
- c) Ongoing service coverage beyond a single heating system cleaning and adjustment, and is in compliance with General Provisions, clauses 2 and 3 of this vendor agreement and 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.

Vendor must submit a copy of the terms and conditions of the Service Contracts offered to customers with this signed agreement. Vendor must produce proof of individual customers Service Contract status upon request by local DSS office or OTDA.

2. Payment Process:

The home energy supplier shall be paid by means of a two party check for HEAP customers with current Service Contracts.

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 30th 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 30th 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 style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Option A HEAP ONLY</td> <td style="text-align: center;">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
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<input type="checkbox"/> \$ 50/50 Blend	<input type="checkbox"/> \$ 50/50 Blend										