

Low Income Home Energy Assistance Act Agreement

This agreement, made by and between the _____ County Department of Social Services, address (the “Department of Social Services”) and _____ with offices located at address (the “contractor”) regarding the Home Energy Assistance Program (HEAP).

Witnesseth:

Whereas the Department of Social Services requires a service agreement with a qualified provider to comply with the Social Services Law of the State of New York and the rules and regulations of Title 18 NYCRR, specifically that the County of _____ shall provide for a comprehensive program of assistance and care to supply the basic needs of those eligible individuals living within the county who qualify for need assistance and care (benefits referred to as the “service”), and

Whereas the Department of Social Services has heretofore requested proposals relative to the provision of HEAP outreach and certification services to low-income residents of _____ County, especially households with elderly and handicapped individuals, consistent with the New York State Plan and regulations, and

Whereas the Contractor has heretofore submitted a proposal for provision of such HEAP services, and

Whereas the Contractor in consultation with the Department of Social Services has agreed to provide HEAP services for specified and agreed to fees as stated in Article VII of this agreement,

Whereas the Department of Social Services has accepted the offer of the Contractor to provide HEAP services,

Now, therefore, the parties, hereto do partially covenant and agree as follows:

I. The Contractor shall:

- a) Assume responsibility for performance of outreach activities in connection with HEAP consistent with the State Plan and regulations. The conduct of such outreach activities shall be designed to assure that eligible households, especially households with elderly individuals or handicapped individuals, or both, are made aware of the assistance available under HEAP.
- b) Assume responsibility for certifying eligible low income households in connection with HEAP in accordance with the State Plan, State-issued policy instructions and/or operation manuals.
- c) Make applications available with appropriate instructions where to apply for any person requesting an application.

- d) Comply with program policy directives from the county concerning the provision of assistance or referral services to eligible households in cases of energy emergencies.
- e) Assist the Department of Social Services in the ongoing review and monitoring of HEAP including the provision to the Department of any information and reports necessary for the proper and efficient administration and evaluation of HEAP.
- f) In connection with HEAP fair hearings, provide appropriate witnesses, representatives and documents as requested by the Department of Social Services.
- g) Permit and cooperate with Federal and/or State investigations undertaken in accordance with Section 2605 of the Low Income Home Energy Assistance Act of 1981 and also State Investigations for Fraud.

II. The Department of Social Services shall:

- a) Retain overall supervision of HEAP, within the County.
- b) Have the responsibility for the exercise of administrative and policy discretion with respect to the implementation and operation of HEAP; recording and accounting procedures, and monitoring of contractor performance.
- c) Supply all HEAP forms and instructions for completion and other related materials, as needed.

III. Personnel:

The employees performing under this agreement will continue to report to their own supervisors. However, as the Commissioner of Social Services bears the full responsibility for the HEAP program, the Commissioner of Social Services has the right to have reassigned any employee performing under the contract and to request retention, restatement or reassignment of any contract employee(s) who may have been removed.

IV. Records.

The Contractor agrees to keep records relating to this agreement for a period of six (6) years. The aforesaid recordance subject to audit by the Department of Social Services, the New York State Department of Family Assistance, the New York State Department of the Comptroller and the United States Department of Health and Human Services. The Contractor agrees to provide the aforesaid governmental agencies and their duly authorized representatives with full access to aforesaid records.

V. Term.

The term of this agreement shall commence on January 1, 2002 and terminate on December 31, 2002. The agreement may be extended for additional periods of time upon mutual written agreement of the parties. (These dates are used as an example, the agreement must have a beginning date and an ending date stated).

VI. Termination.

This Contract may be terminated by notice to the other party.

VII. Compensation

The Contract maximum for the term of this agreement is \$_____ payable on a monthly basis. There must be an acceptable cost allocation base for determining costs payable by Department of Social Services under this contract. The contractor agrees to maintain books, records, documents, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Department of Social Services and Contractor may amend this agreement in the event additional administrative funds become available. Department of Social Services will pay Contractor by an interdepartmental billing process.

VIII. Non-Discrimination Provisions

- a) The Contractor agrees to ensure that no person shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any activity funded in whole or in part with funds made available under the Low Income Home Energy Assistance Act of 1981. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.
- b) The Contractor agrees to observe the Civil Rights Act of 1964 as amended, Executive Order 11246 entitled "Equal Employment Opportunity" and regulations issued there under by the Department of Labor contained in 40 CFR Part 60.
- c) The Contractor agrees to observe all applicable regulations issued by the Department of Health and Human Services in implementing the Rehabilitation Act of 1973 contained in 45 CFR Parts 84 and 85 entitled "Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

IX. Confidentiality of Information

The Contractor shall treat all information, and in particular information relating to recipients, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under New York State and Federal Law, and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securement of its rights hereunder.

X. Signatures

In witness whereby, the parties herein have signed this HEAP Agreement for the _____ year on the day and year opposite their signatures.

County Department of Social Services

Dated: _____

by: _____
Title

Contractor

Dated: _____

by: _____
Title

On this _____ day of _____ 2002, before me personally came _____ to me known, who being duly sworn, did depose and say that they reside in _____; that they are the _____ of the _____ and that they are duly authorized to execute the above instrument on behalf of the District described herein.

Notary Public

On this _____ day of _____ 2002, before me personally came _____ -to me known, who being duly sworn, did depose and say that they reside in _____; that they are the _____ of the _____ and that they are duly authorized to execute the above instrument on behalf of the Contractor described herein.

Notary Public