



George E. Pataki
Governor

NEW YORK STATE
OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE
40 NORTH PEARL STREET
ALBANY, NY 12243-0001

Brian J. Wing
Commissioner

Local Commissioners Memorandum

Section 1

Transmittal:	02 LCM 11	
To:	Local District Commissioners	
Issuing Division/Office:	Office of Finance	
Date:	October 3, 2002	
Subject:	Model HEAP Cooperative Agreement/Contract	
Contact Person(s):	Regions I-IV: Roland Levie: e-mail Roland.Levie@dfa.state.ny.us or by calling 1-800 343-8859, ext. 4-7549 or (518) 474-7549 Regions V-VI: Marvin Gold: e-mail Marvin.Gold@dfa.state.ny.us or by calling (212) 383-1733	
Attachments:	yes	
Attachment Available On – Line:	Model HEAP Cooperative Agreement/Contract	

Section 2

I. Purpose

The purpose of this LCM is to inform the local districts of the development of a model cooperative agreement/contract for the HEAP program.

II. Background

The provision of administrative services by local governmental agencies (i.e., the local Office of Aging acting as a HEAP certifier) for the local Department of Social Services needs to be supported by an interagency contract/agreement which details the services to be provided. These agreements/contracts, according to Administrative Directive 80 ADM-86 requirements, should be prior reviewed and approved by the Office of Finance in the New York State Office of Temporary and Disability Assistance (OTDA) before claiming reimbursement of such services. The approval process for these agreements has become an extra burden on both state staff and local district staff. As a result, a model contract/agreement (copy attached) has been developed for the local districts to use to meet the requirements of 80 ADM-86.

These local district contracts/agreements that have incorporated the provisions contained in this HEAP model contract/agreement will be considered to be approved and, therefore, would not need to be submitted to for prior review or approval.

III. Program Implications

The local districts may use this model contract/agreement to obtain administrative services from other local governmental agencies for services in administering the HEAP certification process. By using the provisions in the model contract the local district contracts/agreements would not need to be submitted for prior approval. The local districts may add additional clauses to the model to meet local needs as long as those additional provisions are not contrary to the intent of this model agreement. An example of such a clause would be performance measures and/or standard requirements that the contractor must meet and any penalties that would be taken for not meeting the measures/requirements.

Any agreements with other local governmental agencies that deviate from the provisions in this model agreement will need to be submitted to the Bureau of Financial Services for prior approval. Please submit such agreements to:

Richard Radzynski
NYS OTDA
Bureau of Financial Services
40 N. Pearl St. 14C
Albany, NY 12243

Issued By the Office of Finance

Name: Philip Maher

Title: Assistant Commissioner

Division/Office: Office of Finance

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