



MaineHousing
Maine State Housing Authority

HEAP

VENDOR HANDBOOK

Electricity and Natural Gas

2017/2018

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INTRODUCTION

The goal of the Home Energy Assistance Program (HEAP) is to provide fuel assistance to low-income households in the State of Maine, and to respond to energy-related crises affecting those households.

The primary objective of this Handbook is to provide a resource and guide for Vendors. This Handbook should be used in conjunction with the following:

- Vendor Agreement
- Home Energy Assistance Program Rule – Chapter 24

The Maine State Housing Authority is available to assist in clarification of any issues that are not specifically addressed in the Handbook or Vendor Agreement.

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COMMUNITY ACTION AGENCIES – CONTACT INFORMATION

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DOWNEAST COMMUNITY PARTNERS (FORMERLY WHCA) (Washington and Hancock Counties)	
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**PENQUIS COMMUNITY ACTION PROGRAM
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**YORK COUNTY COMMUNITY ACTION CORPORATION
(York County)**

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DEFINITIONS

Capitalized terms not otherwise defined in this Handbook have the same meaning as set forth in the Vendor Agreement and Rule. As used in this Handbook, the terms listed have the following meanings:

- A. “Annual Consumption Report” means the annual report Vendors must submit to MaineHousing to report their HEAP customers’ Home Energy deliveries from May 1st through April 30th.
- B. “Benefit” means the dollar amount of Fuel Assistance an Eligible Household receives.
- C. “Benefit Return Form” means the form prescribed or accepted by MaineHousing that requests the return of all or some part of a payment made to the Vendor.
- D. “Budget Plan” means an agreement between an Eligible Household and Vendor whereby the Eligible Household agrees to make level monthly payments based on their average monthly Home Energy usage over the past year.
- E. “CAA” means a community action agency selected by MaineHousing to administer the HEAP.
- F. “Close-out” means the reconciliation of receipts and use of all Fuel Assistance and ECIP funds by Vendor. It is Vendor’s responsibility to keep this information by Eligible Household and provide it to MaineHousing upon request.
- G. “ECIP” means the Energy Crisis Intervention Program component of HEAP.
- H. “Energy Crisis” shall have the same meaning as set forth in 42 U.S.C.A. §8622(3), as same may be amended from time to time. The term "energy crisis" means weather-related and supply shortage emergencies and other household energy-related emergencies.
- I. “HEAP” means Home Energy Assistance Program.
- J. “Heating Season” means the period of time beginning October 1st to April 30th.
- K. “Heating Source” means any device used to provide heat to a Dwelling Unit.
- L. “Heating System” means a permanently installed system that is used to heat all or a significant portion of the Dwelling Unit. A portable space heater is not considered to be a Heating System.
- M. “Home Energy” means a source of heating or electricity in a Dwelling Unit or a Rental Unit (each as defined in the Rule).
- N. “Life Threatening Crisis” means the household is currently without heat or utility service to operate a heating source.
- O. “Primary Heating System” means the heating system which provides the majority of heat to the Applicant’s dwelling.
- P. “Program Year” means the period of time beginning October 1 and ending September 30.

- Q. “Purchase Order” means the document issued by MaineHousing or CAA, as the case may be, that authorizes the Vendor to apply a credit to an Eligible Household’s account under ECIP. At a minimum the Purchase Order shall identify the Eligible Household, the type of Home Energy, and the amount of ECIP benefit to be credited to the Eligible Household’s customer account with the Vendor.
- R. “Records” means any of the Vendor's books, documents, purchase orders, price quotes, invoices, contracts, payroll reports, financial statements, papers or things that are necessary or desirable for the procurement or delivery of Home Energy or other services authorized under HEAP or ECIP, whether in paper, electronic, magnetic or any other form.
- S. “Rule” means the Home Energy Assistance Program Rule, Chapter 24 of the Rules of the Maine State Housing Authority.
- T. “Supplemental Benefits” means the benefits funded by the transfer of funds from the OFI-administered TANF program to MaineHousing to supplement HEAP Benefits for TANF-eligible families, as required by 22 M.R.S. § 3769-E. The use and administration of Supplemental Benefits is subject to the same requirements and guidelines as set forth for HEAP Benefits in this Handbook, the HEAP Rule – Chapter 24, and the Vendor Agreement.
- U. “Vendor” means an energy supplier that has entered into a Vendor Agreement with MaineHousing to provide Home Energy to Eligible Households.
- V. “Vendor Voucher Report” means the document issued by MaineHousing that authorizes the Vendor to deliver Home Energy to an Eligible Household under HEAP. At a minimum, the Vendor Voucher Report shall identify the Eligible Household, the type of Home Energy to be delivered to the Eligible Household, the physical/delivery address, and the amount of the HEAP benefit to be credited to the Eligible Household’s customer account with the Vendor.

VENDOR AGREEMENT

In order for a Vendor to deliver Home Energy to Eligible Households under the HEAP program, a vendor must have an executed Vendor Agreement with MaineHousing. The Vendor Agreement defines program requirements and responsibilities for providing Home Energy to Eligible Households.

1. Vendor Changes. Vendor must notify, in writing, MaineHousing of changes in the Vendor's company or business practices that may have any bearing on the terms of the Vendor Agreement. Examples of such changes include, but are not limited to:
 - a. Contact information.
 - b. Banking information.
 - c. Mailing address.
 - d. Physical address.
 - e. Products being sold.
 - f. Tax ID information.
 - g. Mergers and/or acquisitions.
2. Completing the Vendor Agreement. Before signing and submitting a Vendor Agreement to MaineHousing, please be sure to read the entire document to ensure your company understands the requirements and responsibilities of being a contracted Vendor under the HEAP Program. Vendor will be responsible for and must comply with all aspects of the Vendor Agreement once it has been executed.

The Vendor Agreement must be fully executed by MaineHousing before you will be authorized to provide services to customers under HEAP.

- a. Section 1.A. Enter company name, street address, post office box (mailing address, if different), town, state, and zip code. You must supply at least one phone number where you can be contacted for business purposes.
- b. Section 1.B. Provide a Federal ID #. This is your company's taxpayer identification number and can be obtained from the State of Maine. If you do not have an ID number, then you must provide the owner's Social Security Number until you have obtained one. You must notify MaineHousing immediately, in writing, of any changes to your Federal ID/SSN status.
- c. Section 6.C. Complete only if your company wishes to receive HEAP payments via Direct Deposit. If you do wish to receive payments electronically, please fill in your banking information on the lines provided.
- d. Section 25. Enter an accurate name, address, phone number, fax number, and email address for the Authorizing Person - to whom notices, certified mail and/or other mailings will be sent. This is also the person who will be contacted in the event of questions concerning HEAP accounts and audit requests. This is usually the individual who signs the Agreement.

- e. Section 29. The owner or an officer of the company must sign and print their name, title, and the date on the lines provided under the ‘VENDOR’ section. The undersigned representative of Vendor hereby warrants and represents that he/she is an officer of Vendor, or if Vendor is owned by an individual, is the owner of Vendor, and has the authority to execute this Agreement on behalf of the Vendor and that the Vendor shall be bound by his/her action.
- f. Additionally, you must have witness sign on the line labeled “witness”. If there is no witness signature, the Vendor Agreement will not be accepted. The witness signature does not have to be a Notary Public; this person just needs to be over the age of 18 and witnesses the signature. Do not sign under the word “MAINE STATE HOUSING AUTHORITY”. This is for MaineHousing's authorizing signature/witness.
- g. Appendix A. Copy of Benefit Return Form - does not need to be filled out. It is simply for your use throughout the year when returning funds to MaineHousing.
- h. Appendix B. Read this section carefully. Confirm you have read and understand this section by printing your organization name, your name and title, signing your name and adding date on the lines provided.
- i. Appendix C. The person authorizing this Agreement should read this section carefully and confirm he/she understands by entering their signature, title, and date. Then provide the name of the organization, the address, and the city, state, and zip code on the lines below.

USE OF BENEFITS

1. Home Energy Type. Benefits can **only** be used for the approved Home Energy type listed on the Vendor Voucher Report.

Unless otherwise authorized, in writing, by MaineHousing the Vendor will only deliver the Home Energy type stated on the Vendor Voucher Report. If the Vendor delivers a Home Energy type other than what is stated on the Vendor Voucher Report, the Vendor will not be allowed to use Benefits for those deliveries. However, if there is a question about the Home Energy type listed on the Vendor Voucher Report, please contact MaineHousing immediately for clarification. Any deviation from the approved Home Energy type listed on the Vendor Voucher Report must be approved, in writing, by MaineHousing before delivery occurs.

2. Physical Address. Unless otherwise authorized, in writing, by MaineHousing the Vendor will only apply Benefits to Home Energy deliveries made to the physical address stated on the Vendor Voucher Report. If the service location for the Eligible Household's customer account with the Vendor is different, contact MaineHousing immediately for clarification.

3. Outstanding Balances. Benefits may be applied to the oldest balance on the Eligible Household's account provided the physical/service address and account information is consistent with the Vendor Voucher Report.

4. If Vendor has delivered Home Energy to an Eligible Household on or after October 1st of the current Program Year and the Eligible Household or a private individual (such as a relative or a friend) has paid Vendor for the delivery or there is an outstanding balance for the delivery, Vendor may apply HEAP Benefit funds received for the account of the Eligible Household to that Home Energy delivery. After an amount of HEAP Benefit funds equal to the cost of the Home Energy delivery has been applied, the amount previously paid by the Eligible Household or the private individual must be credited to the Eligible Household's account with Vendor. The funds credited to the Eligible Household's account become the Eligible Household's funds and are no longer considered HEAP Benefits. The use of these funds/credit balances is subject to the terms and conditions in place between the Vendor and its customer.

Any deliveries paid by an organization, including but not limited to Keep ME Warm, Churches, general assistance programs, and municipalities are not subject to this clause and cannot be covered with HEAP Benefits.

5. Budget Plans. Current Program Year Benefits remaining after April 30th can be applied to approved Budget Plans for the following Heating Season.
 - a. Pricing and other terms and conditions of a Budget Plan offered to Eligible Households receiving HEAP Benefits must be the same as those offered to all of Vendor's other customers taking deliveries of the Home Energy type specified in the Budget Plan, except that the HEAP Benefit set forth in the Vendor Voucher Report for an Eligible Household and credited to the Eligible Household's customer account may not be forfeited or applied to any penalty, liquidated damages, or other charge or amount for any unused quantity of prepaid Home Energy.
 - b. Prior Program Year Benefits that were applied to a Budget Plan must be used by April 30th of the following Program Year. If not, any remaining balance must be returned to MaineHousing no later than June 30th.

6. Eligible Household Changes. If a Vendor becomes aware of changes, Vendor should contact MaineHousing immediately. Examples include, but are not limited to:
 - a. HEAP customer listed on the Vendor Voucher Report is deceased.
 - b. Home is occupied by someone other than the original HEAP recipient.
 - c. Home is vacant, or Vendor is aware there is no one living in home for extended periods of time (ex. customer lives out of state during winter months).
6. Incidental Costs. Benefits cannot be used for Incidental Cost such as surcharges, penalty charges, reconnection charges, cleaning and repair service charges, security deposits, budget plan fees, and insurance.
7. Benefit Expiration. Benefits are available for use during the Program Year of receipt and the Program Year immediately following (not to be confused with calendar year). Vendors must review Eligible Household accounts and identify any remaining Benefits that were issued in or prior to the preceding Program Year. All such unused Benefits must be returned to MaineHousing no later than June 30.
 - a. Vendors are required to track Benefits by Program Year and to return all expired HEAP Benefits to MaineHousing. The following outlines the dates Benefits are available for use and when they expire by Program Year.

Program Year	Must use by:	Cannot use on or after:
2017	April 30, 2018	12:00 AM, May 1, 2018
2018	April 30, 2019	12:00 AM, May 1, 2019
Note: Benefits for any Program Year prior to PY 2017 have expired and must be returned to MaineHousing.		

- b. When Benefits are issued in the form of a paper check, they may be for the prior Program Year. This may occur if a Benefit is being reissued because an Eligible Household changed Vendors. Therefore, it is important to notice the Program Year that is noted on the check so as to be able to comply with the aforementioned guidelines.
8. Benefits may not be sold, released or transferred, whether with or without an exchange of money or anything else of value, by an Eligible Household or the Vendor without prior written authorization from MaineHousing. MaineHousing will authorize a transfer only when circumstances arise that prevent the Eligible Household from using the Benefit and MaineHousing determines such transfer is in the best interest of the Eligible Household and is consistent with the intent of the HEAP Act.
9. Benefits are federal funds and cannot be sent to the State of Maine as unclaimed property, regardless of when the funds were issued. All expired Benefits must be returned to MaineHousing.

PAYMENTS

1. Distribution of Payments. MaineHousing issues payments as follows:
 - a. HEAP Benefits and ECIP payments are issued weekly.
 - b. Supplemental Benefits. Beginning in Program Year 2018, an Eligible Household with a Household member who is 17 years of age or under on the HEAP Date of Application may be eligible to receive a Supplemental Benefit. The maximum Supplemental Benefit per Eligible Household per Program Year is \$300. Payments for Eligible Households will be issued to the Vendor monthly. The use and administration of Supplemental Benefits is subject to the same requirements and guidelines as set forth for HEAP Benefits in this Handbook, the HEAP Rule – Chapter 24, and the Vendor Agreement.
2. Form of Payment. Vendors may choose to receive payments by check or direct deposit. However, a Vendor who is set up for direct deposit will receive paper checks if MaineHousing is reissuing HEAP or Supplemental Benefits from a prior Program Year. This may occur if HEAP or Supplemental Benefits are being reissued because an Eligible Household changed Vendors. In such cases, it is important that the Vendor take note of the Program Year designated on the check stub so as to ensure the Vendor identifies and records the appropriate Program Year when posting the Benefits.
3. Vendor Voucher Report. A Vendor Voucher Report is mailed to any Vendor receiving payment(s) for current Program Year Benefits. A Vendor cannot deviate from the account information, physical address or Home Energy type listed on the Vendor Voucher Report without written consent from MaineHousing. If any of these criteria do not match the Vendor's records, the Vendor should contact MaineHousing immediately.
 - a. The Vendor Voucher Report for HEAP Benefits will include the following:
 - i. Primary Applicant Name
 - ii. Physical address
 - iii. Phone number
 - iv. Benefit amount
 - v. Home Energy type
 - vi. Account information
 - vii. CAP Code (Community Action Program)
 - viii. Payment memo
 - ix. Direct Deposit posting date of payment
 - b. The Vendor Voucher Report for Supplemental Benefits will include the following:
 - i. Primary Applicant Name
 - ii. Physical address
 - iii. Phone number
 - iv. Home Energy type
 - v. Account information
 - vi. Payment memo

BENEFIT RETURNS

A Benefit Return is the return of funds (to MaineHousing) for all or part of a payment made to the Vendor on behalf of a Household. Benefit Returns can be initiated by MaineHousing, the CAA or the Vendor.

If a Vendor is returning funds without a request from MaineHousing or the CAA, the Vendor will need to complete and submit a Benefit Return Form to MaineHousing. The Forms section of this Handbook includes the Benefit Return Form, instructions for completing, and submitting the Benefit Return. Additionally, the Benefit Return Form and instructions are available online at <http://www.mainehousing.org/partners/partner-type/community-agencies/heap-vendors>.

Any time a Vendor returns funds to MaineHousing, those funds must be accompanied by a Benefit Return Form and a detailed transaction report showing deliveries and payment activity from May 1st forward for the benefit year(s) being returned. Any unused HEAP funds or Supplemental Benefits must be returned to MaineHousing within fifteen (15) calendar days from the date on the Benefit Return Form. Repeated disregard to the request for the return of Benefits may result in an audit, or termination of the Vendor Agreement.

Whenever there are questions regarding a request for a Benefit Return, contact MaineHousing or the CAA that issued the request.

1. The following are some reasons why Benefits would be returned:
 - a. Vendor becomes aware that the sole member of an Eligible Household has deceased.
 - b. Vendor receives a Benefit Return Form filled out appropriately by the CAA or MaineHousing. The Benefit Return Form will notify the Vendor for whom the funds are requested, the amount of funds to be returned (if known), and the date by which they must be returned to MaineHousing.
 - c. Benefits expired.
 - d. Upon notice from the customer that they no longer desire to receive services from the Vendor.
 - e. Eligible Household moves out of Vendor's service area.
 - f. Vendor Agreement is terminated, either by the Vendor or MaineHousing.
2. Upon receipt of a Benefit Return Request, the Vendor will:
 - a. Reconcile and verify the amount of HEAP funds remaining on the Eligible Household's account. If the box indicating "All remaining HEAP Benefits on account" is checked, please fill in the amount of funds you are returning.
 - b. Attach a complete transaction history of the Eligible Household's account to the Benefit Return Form (transaction history should be consistent with and support the amount being returned).
 - c. Return funds, transaction history and HEAP Benefit Return Form to MaineHousing by the date indicated on the HEAP Benefit Return Form.

3. Expired Benefits/Sweeping Accounts. Benefits are available for use during the Program Year of receipt and up until April 30th of the Program Year immediately following. As part of the Annual Consumption Report process, Vendors must review Eligible Household accounts and identify any remaining Benefits that were issued in or prior to the preceding Program Year. All such unused Benefits must be returned to MaineHousing no later than June 30.

- a. Vendors are required to track Benefits by Program Year and to return all expired HEAP Benefits to MaineHousing. The following outlines the dates Benefits are available for use and when they expire by Program Year.

Program Year	Must use by:	Cannot use on or after:
2017	April 30, 2018	12:00 AM, May 1, 2018
2018	April 30, 2019	12:00 AM, May 1, 2019
Note: Benefits for any Program Year prior to PY 2017 have expired and must be returned to MaineHousing.		

- b. Each Benefit returned must be accompanied by a:
- i. Benefit Return Form. If returning funds for multiple Households, the Vendor may submit one document (instead of a separate Benefit Return Form for each Household) provided it includes the required information for each Household.
 - ii. Detailed transaction report, regardless of the amount returned. For example, if the Vendor were to return only \$0.43 for a client this would still require a Benefit Return Form and a transaction report to go with it.

4. Client Funds vs. HEAP Funds. Any paid deliveries that occurred from October 1st forward of the current Program Year may be deducted from the amount being returned to MaineHousing. This simply means that HEAP or Supplemental Benefits may be retroactively applied to previously paid deliveries if the delivery was:

- a. made on or after October 1st; and
- b. for the approved Home Energy type listed on the Vendor Voucher Report; and
- c. paid by the client or other private party such as friends and family; and
- d. not paid by an organization such as Keep ME Warm, Churches, general assistance programs, and municipalities.
- e. Vendors may refund credit balances directly to Eligible Households only if it can be documented and demonstrated that those credit balances are in fact client funds and not HEAP funds or Supplemental Benefits.

Example:

- Jane Doe moves out of state and has service disconnected on 01/20/18.
- Vendor receives \$800 HEAP Benefit on 02/01/18.
- Vendor must refund credit balance to MaineHousing.

Billing Period	Billing Date	Current Charges	Payment	Balance
Sep 7 – Oct 8	Oct 12	\$84.00	\$84.00 (client)	\$0
Oct 9 – Nov 8	Nov 12	\$128.00	\$128.00 (client)	\$0
Nov 9 – Dec 9	Dec 13	\$142.00	\$0	\$142
Dec 10 – Jan 10	Jan 14	\$154.00	\$296.00 (United Way)	\$0
Jan 11 – Jan 20	Jan 30	\$28.00	\$0	\$28.00

02/01/2018 - Vendor receives \$800 of HEAP funds (\$800)

In the example above, if the Vendor chooses to retroactively apply benefits back to 10/1/2017, the following would apply:

- \$800.00 HEAP Benefit
- (\$128.00) HEAP applied to Oct 9 – Nov 8 billing period (previously paid by client)
- (\$28.00) HEAP applied to Jan 11 – Jan 20 billing period
- \$644.00 Amount of HEAP funds to be returned to MaineHousing

After returning the \$644.00 to MaineHousing, the \$128.00 credit balance on the account would be considered client funds. The use of these funds/credit balances is subject to the terms and conditions in place between the Vendor and its customer. The Vendor can return the \$128.00 directly to Ms. Doe.

In the example above, if the vendor chooses **not** to retroactively apply benefits to the Oct 9-Nov 8 bill previously paid by the client, the following would apply:

- \$800.00 HEAP Benefit
- (\$28.00) HEAP applied to Jan 11 – Jan 20 billing period
- \$772.00 Amount of HEAP funds to be returned to MaineHousing

ENERGY CRISIS INTERVENTION PROGRAM (ECIP)

1. Purpose. The Energy Crisis Intervention Program (ECIP) is a component of the Low Income Home Energy Assistance Program (HEAP). A Household may be eligible for ECIP if a member's health and safety is threatened by an Energy Crisis and the Household does not have the financial means or ability to avert the Crisis.
ECIP timeframe is November 1st through the following March 31st.
The maximum ECIP benefit per Eligible Household per Program Year shall be determined each Program Year by MaineHousing based on Home Energy costs, economic conditions, and available funding. The maximum ECIP benefit for 2017/2018 is \$400.00.
An Eligible Household will receive an ECIP benefit equal to the maximum ECIP benefit or the minimum amount required to restore or prevent disconnection of Home Energy service, whichever is less.
A Household may be eligible for more than one ECIP benefit provided the total does not exceed \$400 per Program Year.
2. Household Eligibility. A Household **may be eligible** for ECIP if Household's heat-related utility service is scheduled for disconnection or has been disconnected. This includes heat-related electric and natural gas disconnects. ECIP eligibility is contingent on the following:
 - a. Household's Heating System requires electricity or natural gas to operate;
 - b. Utility service/account that operates the Heating System is in a Household member's name; and
 - c. Household does not have the financial means to prevent disconnection or restore service and has exhausted its ability to negotiate and pay the terms of a reasonable payment arrangement.
3. Verifying Eligibility. CAAs are responsible for:
 - a. Determining and verifying the type of crisis the Household is experiencing.
 - b. Obtaining documentation from the Household or Vendor verifying:
 - i. Utility service has been disconnected or is scheduled for disconnection;
 - ii. Account balance and amount past due; and
 - iii. Amount needed to prevent disconnection or to restore utility service.
 - c. Contacting Vendor to determine:
 - i. If Household has any remaining HEAP Benefits or Low Income Assistance Plan (LIAP) funds on account, or unused Supplemental Benefits (these benefits/funds must be used in conjunction with or in lieu of ECIP funds).
 - ii. Amount of financial assistance necessary to prevent disconnection.
 - iii. Amount of the most current one month bill (unless the Applicant is billed bi-monthly).
 - iv. If the Applicant has a payment arrangement, and, if so, the terms of the arrangement.
 - v. If the Applicant has exhausted their ability to comply with the terms of a reasonable payment arrangement.

4. Allowable Uses. The Vendor is required to provide ECIP services in accordance with the Vendor Agreement and as authorized by the CAA. Allowable expenditures must be associated with averting a heat-related crisis and may include:
 - a. Payment to the Vendor in an amount authorized by the CAA.
 - b. Surcharges, reconnection charges, or penalties related to a final utility disconnect notice provided the utility service is directly related to the operation of the Heating System. The amount of any charges or penalties must be in accordance with Vendor policy and be the same as those charged to non-HEAP Households.
 - c. ECIP benefits can ONLY be used for the approved Home Energy type listed on the Purchase Order.
5. Restoration of Service. CAAs are responsible for determining and verifying the type of crisis the Household is experiencing. If the Vendor agrees to accept the Purchase Order, service must be restored or the disconnection order canceled within the timeframe prescribed by the CAA, but in no case later than eighteen (18) hours from the time of the request made by the CAA if the Eligible Household is experiencing a Life Threatening Energy Crisis and forty-eight (48) hours in all other cases. The types of crises are defined as follows:
 - a. Energy Crisis. Household has Heating Source/System that is safe to operate, and a supply of Home Energy for the Heating Source/System. CAA must provide some form of assistance within forty-eight (48) hours after the Household has been determined eligible for ECIP.
 - b. Life Threatening Crisis. Household is currently without heat or utility service to operate a Heating Source/System. CAA must provide some form of assistance within eighteen (18) hours after the Household has been determined eligible for ECIP.
6. Purchase Order. The CAA will fax or email the Purchase Order to the Vendor. Vendor must restore utility service or cancel the disconnect order in accordance with the written Purchase Order issued by the CAA. Verbal purchase orders should only be accepted if there are extenuating circumstances. The Purchase Order shall specify the following:
 - a. Primary Applicant name.
 - b. Name on utility account (if different than Primary Applicant).
 - c. Utility account number.
 - d. Delivery address (i.e. service location).
 - e. Home Energy type.
 - f. Amount of ECIP benefit including any fees.
 - g. Required timeframe for crisis resolution – i.e. 18 or 48 hours. The Vendor must notify the CAA immediately if they cannot restore service or cancel disconnect order within the timeframe specified on the Purchase Order.

7. Delivery Authorization.
 - a. ECIP deliveries must be authorized by the CAA.
 - b. ECIP benefit amounts will be determined and authorized by the CAA and based on the applicable surcharges and reconnection fees.
 - c. Unless otherwise authorized, in writing, by MaineHousing, the Vendor will only apply ECIP benefits to the service location/physical address identified on the Purchase Order.
8. Documentation Required for Payment. Once utility service has been restored or the disconnection order has been canceled, the Vendor must submit the following to the CAA:
 - a. Copy of the Purchase Order.
 - b. Written confirmation of the time/date service was restored or the disconnect order was canceled. The Vendor staff person will:
 - i. Record the resolution time/date and print/sign their name on the Purchase Order; or
 - ii. Include the resolution time/date in the body of their email message.
9. Payment. Once the CAA has approved the Purchase Order for payment, MaineHousing will issue payment to the Vendor within ten (10) working days. If payment is not received within the appropriate time period, please contact MaineHousing.
10. Annual Consumption Report (ACR). ECIP deliveries (number of units and total cost) must be included in the totals reported for the Household.
11. Other Allowable Uses for ECIP. Beginning in PY 2018, the allowable expenditures have been expanded to include three new service components. Although these new measures will not involve Home Energy Vendors, this information is being included in the Handbook to make Vendors aware of the other services available to Eligible Households experiencing Energy or Life Threatening Crises. If utility service cannot be restored within the required timeframe (i.e. 18 or 48 hours), the CAA may provide the following services:
 - a. Space heaters.
 - b. Temporary relocation provided the Eligible Household is experiencing a Life Threatening Crisis and utility service cannot be restored within 18 hours.

RECORDKEEPING

1. Maintenance and Availability. Vendor must prepare, retain, make available, and supply to MaineHousing Records and other information necessary, as MaineHousing may determine, to audit and evaluate the Vendor's performance. Records shall be available for inspection and copying by MaineHousing at the Vendor's office during Vendor's regular business hours. Records and information shall be in such form and shall be stored as may be prescribed by MaineHousing. MaineHousing, the United States Department of Health and Human Services, and the United States Inspector General and their respective representatives shall have access to all records for the purpose of reviewing, examining, inspecting, investigating, auditing, copying, translating or transcribing any information contained therein. Vendor shall cooperate fully with any such action by the Federal government or MaineHousing.
2. Retention. Per the Vendor Agreement, the Vendor shall retain Records for a period of three (3) years after the Benefit or ECIP transaction date. This provision shall survive the termination of the Agreement.
3. Account Records. Each account record must include all deliveries to the Eligible Household. At a minimum, Vendor is required to prepare, retain, and provide MaineHousing records consisting of the information listed below. This information is required for both electronic and manual account records. If a Vendor chooses to maintain HEAP accounts manually, you may use MaineHousing's Manual Transaction Report Form, which is available online at <http://www.mainehousing.org/partners/partner-type/community-agencies/heap-vendors>.

Vendor's records must include:

- a. Customer name and address.
- b. Dates of deliveries.
- c. # Units delivered (kwh/therms).
- d. Price per unit (kwh/therms).
- e. Total cost of delivery.
- f. Posting of payments/credits. All deliveries paid by organizations or municipalities, such as churches, Keep ME Warm or general assistance funds, must be identified accordingly.
- g. Home Energy type delivered.
- h. Date HEAP or ECIP Benefit was posted to account and Benefit amount received (must be identified as HEAP, LH, HEAP, FA, or MH). Do not label HEAP Benefits with a CAA name, such as KVCAP.
- i. The amount of unexpended HEAP Benefits on account for each Eligible Household.
- j. Records of Budget Plans (if applicable) outlining the terms and conditions of the payment plan.

REPORT REQUIREMENTS

1. General. Per the Vendor Agreement, Vendors must supply any reports determined necessary by MaineHousing. MaineHousing may prescribe the form and the response must be submitted on or before the date specified by MaineHousing.
2. Annual Consumption Reports (ACR). Electricity and natural gas Vendors are required to complete and submit the ACR. The purpose of the ACR requirement is to account for the use of HEAP and Supplemental Benefits and any remaining Benefits on a Household's account, and to determine the Household's total consumption, for the approved Home Energy type, from May 1st to April 30th. MaineHousing uses the ACR information to determine a Household's Benefit amount for the following Program Year.
3. Household Energy Cost Reports (HECR). In addition to the ACR, electricity Vendors are required to submit the HECR. The purpose of the HECR is to collect electricity consumption for HEAP clients whose HEAP/ECIP benefits were NOT issued to their electricity Vendor. MaineHousing is required to report this data to the U.S. Department of Health and Human Services, which uses it to assess the impact HEAP has on reducing energy burden for HEAP Households.

ANNUAL CONSUMPTION REPORT (ACR) INSTRUCTIONS

Completed reports are due back to MaineHousing no later than June 4, 2018.

Please read the following instructions before completing the report, as several changes have been made.

- Reporting period is May 1, 2017 thru April 30, 2018
- If you made deliveries to or received Benefits for HEAP or ECIP customers who are not listed on the report, you must report these customers' consumption information on a blank page and submit it with your completed report.
- If you have subsidiaries and have transferred funds internally, you are still required to report consumption information. **Please do not leave blank.**
- DO NOT round any numbers on the report.

For Electronic Submissions:

- **Do NOT change the format** of the report (do not **add**, delete/hide columns, change headings etc.).
- All number fields **must be numeric with no dollar signs (\$)**. Enter a value or leave at '0'.
- All fields must be numeric; no symbols (do not use !@#\$%^&*()~+=-{ } [] ; ' < > , / ? "" "")

Field Name	Instructions
Applicant Name	Do not change
Account Number	Please review and provide updated account numbers. If you make a change, please put a comment in the “Notes” field.
Physical Address	Do not change If the client has moved this may not match the address you have on file. Only the first 20 characters are included in the report. If the address is different, put a comment in the “Notes” column.
Physical Town	Do not change If the client has moved this may not match the address you have on file. Put a comment in the “Notes” column to indicate an address is different

Field Name	Instructions
Fuel Type (Electronic Version ONLY)	Do not change
LIHEAP Benefits	Total 2017/2018 HEAP and Supplemental Benefits issued to you on the client's behalf.
ECIP Benefits	Amount of Energy Crisis Intervention funds paid to you on the client's behalf. In the "Notes" column, indicate changes if applicable.
Prior Yr Benefit Remaining	Remaining amount on account from last year (based on information the vendor provided in the 2016-2017 ACR). If a client changed vendors during the 2016-2017 season, the benefit remaining will be reflected on the current vendor's report. Any remaining benefit from last year follows the client and will be listed on the new/current vendor's report. Example: Jane Smith's vendor for 2016-2017 was XXX who reported a remaining benefit of \$50.00. In 2017-2018, Jane Smith chose your company as her vendor. The remaining \$50.00 benefit will show up on your company's report even though you never received it. In such cases, please indicate in the "Notes" column that you did not receive the remaining benefit from last year.
LIHEAP Gal/kWh	Disregard this field. Not applicable.
ECIP Gal/kWh	Disregard this field. Not applicable.
Total Household Gal/kWh	Indicate the total number of kWh/therms delivered between May 1, 2017 and April 30, 2018 . This should conform to the type of Home Energy identified on the Vendor Voucher Report . Include all deliveries made to this household regardless of who paid for it. The total units (kWh/therms) should include, but are not limited to, LIHEAP (current year & prior year funds), Supplemental Benefits, ECIP, LIAP, private pay, General Assistance, Citizen's Energy, Salvation Army, etc. If the customer's account was used to purchase Home Energy for more than one dwelling (i.e., duplex), please put a note indicating that in the "Notes" column.

Field Name	Instructions
Total Household Cost	<p>Indicate total cost to household associated with the therms/ kWh reported above. This is the total dollar amount of all deliveries regardless of who actually paid for them. The total cost should include, but is not limited to, LIHEAP (current year & prior year funds), Supplemental Benefits, ECIP, LIAP, private pay, General Assistance, Citizen's Energy, Salvation Army, etc.</p> <p>Annual costs should NOT include service charges, late fees, or reconnection charges – <u>only the cost for actual Home Energy delivered.</u></p>
Benefit \$ Remaining	<p>Indicate the total of any remaining LIHEAP funds (current & prior year) and Supplemental Benefits on account for the customer. Do not report any credit balances resulting from private purchases or LIAP benefits; ONLY LIHEAP funds.</p>
Pay Code	<p>Payment Plan Code – if the household participated in a Supplier Payment Plan, indicate the type and description of the plan (ex. BP=budget plan. Do not enter more than 6 characters; if an explanation is required please provide in the notes section.</p>
Notes	<p>Blank space for you to make notes about the household (examples: plan explanation, client moved, is deceased, heats 2 units, same account for outbuilding, monies returned to MaineHousing, etc.).</p>
Report Completed By	<p>Signature of the person who completed the report.</p>
Print Name	<p>Print name of the person who completed the report.</p>
Date Completed	<p>Date report was completed.</p>
Phone Number	<p>Phone number of person MaineHousing should contact with questions.</p>
E-Mail Address	<p>E-mail address of person who completed the report.</p>

MONITORING/AUDITING PRACTICES

1. Regular Monitoring. MaineHousing reserves the right to monitor/audit Vendor records to ensure compliance with the terms of the Vendor Agreement and program guidelines. An audit may be conducted onsite at the Vendor's office or at MaineHousing (desk audit). Desk audits are typically performed if the Vendor has less than 50 HEAP customers.
 - a. Vendor Selection may be made based on:
 - i. Random selection of Vendors (that have not been audited within the last three (3) years);
 - ii. Complaints received from a CAA or an Eligible Household; or
 - iii. Indications of performance or compliance issues/concerns.
 - b. Notification and Scheduling. MaineHousing will contact the Vendor, by telephone, to notify them of the impending audit, location of audit (onsite or MaineHousing desk review), and to schedule a date(s). MaineHousing will typically give the Vendor at least two (2) weeks' notice, unless there are extenuating circumstances. MaineHousing sends the Vendor a follow-up letter confirming the date(s)/time(s) of the audit and a list of the information and documentation the Vendor must have available for MaineHousing's inspection.
 - c. Documentation/Information Required. MaineHousing's audit will include, but is not limited to, a review of the documentation listed in Recordkeeping section of this Handbook.
 - d. Audit Report. MaineHousing will issue a written report within two (2) weeks of its completion of the audit. The report will include an overview of the process and results as well as a spreadsheet listing any findings, recommendations, and/or corrective actions the Vendor must implement to address any deficiencies.
 - e. Corrective Actions. Vendor will be given thirty (30) days to address deficiencies. If directed to do so, Vendor must provide a written response to MaineHousing detailing the actions Vendor has taken.
 - f. Suspension/Termination. In the event audit findings raise issues concerning the Vendor's continued ability to make Home Energy deliveries or otherwise comply with the terms of the Vendor Agreement, or that Vendor's performance is out of compliance with the requirements of the Vendor Agreement, MaineHousing may, in its sole discretion, take steps to suspend or terminate the Agreement between the Vendor and MaineHousing.
2. Close-out Audit. If the Vendor Agreement is terminated by the Vendor or MaineHousing, MaineHousing will perform a Close-out audit to reconcile receipts and use of all HEAP funds, Supplemental Benefits, and ECIP funds by Vendor. The Vendor is responsible to keep this information by Eligible Household and provide it to MaineHousing upon request.

A Close-out audit must be performed if a Vendor is going/has gone out of business or has decided not to continue its participation. Furthermore, a Vendor must notify MaineHousing if it plans to sell its business to another party. In such cases, MaineHousing must perform a Close-out audit. If the new owner wants to become a Vendor, they must be approved by and execute a new Vendor Agreement with MaineHousing.

Vendor shall not at any time transfer HEAP funds or Supplemental Benefits to another vendor, whether or not such other vendor has entered into a similar HEAP Vendor Agreement with MaineHousing, to the accounts of other Eligible Households that are customers of Vendor, or to any other party other than MaineHousing.

The following outlines the Close-out process:

- a. Notification. MaineHousing will mail a Close-out letter to the Vendor.
- b. Remaining Funds. Vendor must return remaining HEAP funds to MaineHousing and provide detailed transaction reports for the corresponding client accounts. Failure to return unspent funds by the date prescribed by MaineHousing may result in prosecution for theft by state or federal authorities and disqualification from future participation in the program.
- c. Documentation. Vendor must submit the following to MaineHousing within thirty (30) calendar days from the date of the Close-out letter or the date prescribed by MaineHousing:
 - i. Detailed transaction reports for each client account showing all delivery and payment activity from May 1st of the Benefit year(s) of issue through the current date. (MaineHousing will provide a detailed list of clients and payment amounts and Benefit year.)
 - ii. Budget Plan between the Vendor and the HEAP client, if applicable.
 - iii. MaineHousing Questionnaire (completed by Vendor) with information about Vendor's policies and procedures.
- d. Reconciliation. MaineHousing will review all documentation to reconcile all HEAP and Supplemental Benefit disbursements.
- e. Report. Upon completion, MaineHousing will send the Vendor a report detailing any findings. If it is determined that additional funds are due to MaineHousing, the Vendor will be required to return these additional HEAP funds and Supplemental Benefits. Failure to comply with the Close-out audit requirements may result in legal action and disqualification from future participation in the program.

FRAUD/ABUSE

MaineHousing has zero tolerance for fraud/abuse and investigates all concerns reported by Vendors, CAAs, or third parties. Due to confidentiality, MaineHousing is not able to share the outcome of its investigation with the person/party who reported the alleged fraud/abuse.

1. Reporting: Vendors must report to MaineHousing any suspected client and Vendor fraud/abuse. The report must include the name of the person being reported, their county of residence, and details of the suspected fraudulent activity. Reports may be made:
 - a. By telephone at 1-800-452-4668 or (207) 626-4600.
 - b. In writing to MaineHousing, ATTN: LIHEAP Errors and Program Abuse, 353 Water Street, Augusta, Maine 04330.
 - c. By e-mail to LIHEAPcompliance@mainehousing.org
2. Client Fraud/Abuse. The following basic program guidelines are intended to help Vendors recognize potential fraud/abuse:
 - a. Eligibility for HEAP Benefits is based on a number of factors including, but not limited to, Household income, full-time residency in the State and use of Dwelling as a full-time residence for at least four (4) months during the Heating Season.
 - b. Households living in a camper are not eligible for HEAP Benefits. A camper is defined as motor home, trailer, semitrailer, or truck camper primarily designed and originally constructed to provide temporary living quarters for recreational, camping, or travel use regardless of modification(s) or length.
 - c. A Household may receive only one HEAP Benefit per Heating Season (unless MaineHousing issues Supplemental Benefits).
 - d. Households are prohibited from selling Home Energy that was paid by HEAP or Supplemental Benefits.
 - e. HEAP or Supplemental Benefits cannot be used to heat out-buildings such as detached garages, sheds, and workshops.
3. Vendor Fraud/Abuse: Vendors are not allowed to use Benefits other than for their intended purpose, e.g. delivery of the approved Home Energy type to an Eligible Household. Vendors are prohibited from using Benefits for any other purpose including, but not limited to, purchasing equipment, zeroing out HEAP credit balances, paying for business or personal debts, or trading HEAP funds for services or product.

CONFIDENTIALITY

1. Information Protection Guidelines. MaineHousing and its business partners rely on computer technology that is powerful and far-reaching to facilitate our ability to serve clients throughout the state of Maine. Every day, information systems process, store, and transmit confidential client information and sensitive data. Keeping protected information secure is an obligation mandated by state and federal laws, along with contractual agreements between MaineHousing and its partners – and it’s the right thing to do. The format that the information is in **does not** matter. Paper records, electronic files, and email can all contain protected information.
2. Personally Identifiable Information (PII) is any information about an individual that can be used to distinguish or trace an individual’s identity. PII is also any other information that is linked (or linkable) to an individual, such as medical or financial information. Examples of PII include, but are not limited to:
 - a. Any information provided by applicants or participants in MaineHousing programs.
 - b. Personal identification numbers, such as social security number (SSN), passport number, driver’s license number.
 - c. Financial account or credit card information, including account numbers, card numbers, expiration dates, cardholder name, or service codes.
 - d. Healthcare / medical information disclosed to MaineHousing.
 - e. Names and addresses of clients participating in MaineHousing programs.
 - f. Address of a shelter or other living accommodations for victims of domestic violence.
3. Information Protection Measures.
 - a. Encrypt all Personally Identifiable Information contained on computers, laptops, and portable electronic devices, such as CDs and USB drives. File Encryption converts the contents of a file so as to make them unreadable to others, unless they have the correct password. There are several free, open-source encryption software applications available on-line that are fairly easy to use. One of them can be found at <http://www.truecrypt.org/>. The Beginner's Tutorial is very helpful and explains step by step how to encrypt files and folders. Once a folder is set up on your computer, laptop or portable device, a password is needed to access the files.
 - b. Send e-mails or e-mail attachment with Personally Identifiable Information through a secure e-mail server.
 - c. Put measures in place to prevent the loss, theft, misappropriation or inadvertent disclosure of Personally Identifiable Information. Remove documents that contain Personally Identifiable Information from printers or fax machines, do not leave paperwork containing Personally Identifiable Information on desks or other work areas unattended, place paperwork containing Personally Identifiable Information in a locked file at the end of the business day, and shred documents containing Personally Identifiable Information that are no longer needed.
4. Reporting. If you suspect or become aware of a failure to protect Personally Identifiable Information, notify MaineHousing immediately.

LOW INCOME ASSISTANCE PLAN (LIAP)

Eligibility for LIAP is contingent on a Household being HEAP eligible. Certification for LIAP does not mean the Household is eligible to receive a LIAP benefit, but that they are HEAP eligible and interested in participating in the utility’s LIAP program.

Every Friday MaineHousing sends each electricity Vendor a report listing those Households that have been certified eligible for HEAP. This report includes the following information:

- AppID
- Primary Applicant Name
- Physical Address
- Electric account number
- Certification date
- CAA
- Homeownership type
- Percent of Poverty

1. How does a Household get on the LIAP report?

A Household will appear on the report if the CAA has completed the following steps in MaineHousing’s HEAP database:

Step	CAA must:	Indicates
1	Check the “Requested LIAP” box on the Heating System tab.	Primary Applicant’s interest in applying for LIAP
2	Check the “Eligible LIAP” box.	Electricity is in Household member’s name
3	Certify HEAP application as eligible.	Household is HEAP eligible

2. Subsidized Housing:

a. CAA should check both the “Requested LIAP” and “Eligible LIAP” fields in the HEAP database for Subsidized Housing Applicants who meet all of the following criteria (even if the Household does not use oxygen/ventilator):

- i. Primary Applicant expressed interest in LIAP; and
- ii. Electricity account is in a Household member’s name; and
- iii. Household is eligible for HEAP.

By checking the “Requested LIAP” and “Eligible LIAP” boxes in the HEAP database, the CAA is representing that the Applicant has expressed interest in LIAP, is eligible for HEAP, and is providing information to the electricity Vendor, who will determine the Household’s eligibility for a LIAP benefit.

b. If the Applicant provides the CAA with a physician’s note, the CAA will follow the standard process for confirming oxygen/ventilator use with the electricity Vendor – ex. enter information into CMP/ELP system.

c. If the Household does not use oxygen/ventilator or does not provide a physician’s note: the CAA will check the “Requested LIAP” and “Eligible LIAP” fields provided the Household meets all of the abovementioned criteria. In such cases, the electricity Vendor will do the eligibility check for subsidized and subsidized with heat Households – i.e. Household will need to provide physician’s note to electricity Vendor to verify use of oxygen or ventilator.

3. **What if the electric account is not in a Household member's name on the HEAP Date of Application?**

- a. HEAP eligibility is determined on the basis of the Household's information/circumstances on the Date of Application. If on the Date of Application the electric account is not in a Household member's name, they may be certified eligible for HEAP, but **not** LIAP ("Eligible LIAP" box cannot be checked in HEAP database).
- b. The following are some considerations for Households who subsequently get electric service in a Household member's name and how they may be able to access LIAP benefits:
 - i. If the Application has not been certified eligible, the Primary Applicant may withdraw their HEAP Application and reapply (eligibility for HEAP and LIAP would be based on new Date of Application).
 - ii. If the Application has been certified eligible, the electricity Vendor could request written confirmation of the Household's HEAP eligibility and percent of poverty from the CAA.

4. **What if the Applicant does not have a working Heating System on the HEAP Date of Application?**

- a. If there is no working Heating System on the Date of Application, the Application cannot be certified-eligible for a HEAP benefit. In such cases, the Household will not be listed on the LIAP report.
- b. If, however, the CAA determines the Household meets all other HEAP-eligibility requirements (except for having a working Heating System), the CAA can provide written confirmation of the Household's eligibility to the electricity Vendor so as to provide the Household with access to LIAP.

RESOURCE LINKS

HEAP Vendor List	http://www.mainehousing.org/programs-services/energy/liheap-fuel-suppliers
MaineHousing Public Hearing Notices	http://www.mainehousing.org/news/public-notices
<ul style="list-style-type: none">• HEAP Vendor Handbook• HEAP Rule (Chapter 24)• Forms• Training Materials	http://www.mainehousing.org/partners/partner-type/community-agencies/heap-vendors