



**MaineHousing**  
Maine State Housing Authority

**HEAP**

**VENDOR  
HANDBOOK**

**2017 / 2018**

# TABLE OF CONTENTS

INTRODUCTION.....	3
COMMUNITY ACTION AGENCIES – CONTACT INFORMATION .....	4
DEFINITIONS.....	6
VENDOR ENROLLMENT .....	8
VENDOR AGREEMENT .....	10
USE OF BENEFITS.....	12
OIL/KEROSENE PRICING – DISCOUNT OFF RETAIL (DOR).....	15
PRICE PROTECTION PLANS.....	16
PAYMENTS .....	17
BENEFIT RETURNS.....	19
ENERGY CRISIS INTERVENTION PROGRAM (ECIP).....	22
RECORDKEEPING .....	28
REPORT REQUIREMENTS .....	30
ANNUAL CONSUMPTION REPORT (ACR) INSTRUCTIONS.....	31
MONITORING/AUDITING PRACTICES.....	36
FRAUD/ABUSE.....	38
CONFIDENTIALITY.....	39
RESOURCE LINKS .....	40

## 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.

<b>Energy &amp; Housing Services Contacts:</b>			
Kathy Kinch	Manager of HEAP and Financial Reporting	207-626-4689	<a href="mailto:kkinch@mainehousing.org">kkinch@mainehousing.org</a>
Lori McPherson	Vendor Relations and Monitoring	207-624-5711	<a href="mailto:lmcperson@mainehousing.org">lmcperson@mainehousing.org</a>
Stacey Mannke	Payments	207-624-5765	<a href="mailto:smannke@mainehousing.org">smannke@mainehousing.org</a>
Emily Morang	Benefit Returns and Contracts	207-624-5700	<a href="mailto:emorang@mainehousing.org">emorang@mainehousing.org</a>
Kyme Ferenc	Client Fraud/Program Abuse	207-626-4684	<a href="mailto:kferenc@mainehousing.org">kferenc@mainehousing.org</a>

## COMMUNITY ACTION AGENCIES – CONTACT INFORMATION

### **AROOSTOOK COUNTY ACTION PROGRAM, INC.** **(Aroostook County)**

Jim Baillargeon, Energy & Housing Sr. Manager [jbailargeon@acap-me.org](mailto:jbailargeon@acap-me.org)

Gary Sirois, Coordinator of Energy & Housing Programs, [gsirois@acap-me.org](mailto:gsirois@acap-me.org)

Christine Dymont, Energy Programs Supervisor, [cdymont@acap-me.org](mailto:cdymont@acap-me.org)

CONTACT Presque Isle = 1-800-585-3053 OR 768-3053  
INFORMATION: FAX = 768-3021

### **COMMUNITY CONCEPTS, INC.** **(Androscoggin and Oxford Counties)**

Sandy Albert, Director of Housing Improvement Services, [salbert@community-concepts.org](mailto:salbert@community-concepts.org)

Lisa McGee, Manager of Community Support Services, [lmcgee@community-concepts.org](mailto:lmcgee@community-concepts.org)

CONTACT South Paris = 743-7716  
INFORMATION: Auburn = 795-4065  
FAX = 743-6513  
TTY = 743-0276

### **KENNEBEC VALLEY COMMUNITY ACTION PROGRAM** **(Kennebec, Somerset, Lincoln, and Sagadahoc Counties)**

Monica Grady, Director of Energy & Housing, [monicag@kvcap.org](mailto:monicag@kvcap.org)

Nicole Washburn, Energy & Housing Operations Manager, [nicolew@kvcap.org](mailto:nicolew@kvcap.org)

CONTACT Augusta, Skowhegan, Waterville and Wiscasset  
INFORMATION: 1-800-542-8227 OR 859-1500  
FAX = 872-6747

### **PENQUIS COMMUNITY ACTION PROGRAM** **(Penobscot, Piscataquis, and Knox Counties)**

Jennifer Giosia, Director of Housing & Energy Services, [jgiosia@penquis.org](mailto:jgiosia@penquis.org)

Lynn Lugdon, Program Manager, [llugdon@penquis.org](mailto:llugdon@penquis.org)

CONTACT Bangor = 973-3500 OR 973-3630  
INFORMATION: Dover = 564-7116  
Lincoln = 794-3093  
Knox County = 596-0361  
FAX = 973-3699  
TTY = 973-3520

**THE OPPORTUNITY ALLIANCE  
(Cumberland County)**

Tara Kosma, Senior Vice President of Operations & Access, [tara.kosma@opportunityalliance.org](mailto:tara.kosma@opportunityalliance.org)

Amy Faulkingham, Energy Programs Coordinator, [amy.faulkingham@opportunityalliance.org](mailto:amy.faulkingham@opportunityalliance.org)

CONTACT                      Portland = 1-800-698-4959 OR 553-5900  
INFORMATION:              FAX = 553-5976  
   TTY = 874-1013

**WALDO COMMUNITY ACTION PARTNERS  
(Waldo County)**

Kitty Doughty, Community Services Manager, [kdoughty@waldocap.org](mailto:kdoughty@waldocap.org)

Linda Dudley, Assistant Community Services Manager, [ldudley@waldocap.org](mailto:ldudley@waldocap.org)

CONTACT                      Belfast = 1-800-498-3025 OR 338-3025  
INFORMATION:              FAX = 930-7324

**WASHINGTON-HANCOCK COMMUNITY AGENCY  
(Washington and Hancock Counties)**

Lee Hardison, Energy Services Director, [lhardison@whcacap.org](mailto:lhardison@whcacap.org)

Jill Gaspar, Energy Services Operations Manager, [jgaspar@whcacap.org](mailto:jgaspar@whcacap.org)

CONTACT                      Ellsworth or Milbridge = 1-800-828-7544 (8:00 AM through Noon) OR  
INFORMATION:              664-2424 OR 546-7544  
   FAX = 664-2430

**WESTERN MAINE COMMUNITY ACTION  
(Franklin County)**

Judy Frost, Community Services Program Manager, [jfrost@wmca.org](mailto:jfrost@wmca.org)

CONTACT                      East Wilton = 1-800-645-9636 OR 645-3764  
INFORMATION:              FAX = 645-3270

**YORK COUNTY COMMUNITY ACTION CORPORATION  
(York County)**

Jackie Watson, Director of Energy Services (Housing & Energy), [jackie.watson@yccac.org](mailto:jackie.watson@yccac.org)

Amanda Peters, LIHEAP Supervisor, [amanda.peters@yccac.org](mailto:amanda.peters@yccac.org)

CONTACT                      Sanford = 1-800-965-5762 OR 324-5762  
INFORMATION:              Biddeford = 283-2402  
   Kittery/Eliot = 439-2699  
   FAX = 490-5023  
   TTY = 490-1078

## 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. “CAA” means a community action agency selected by MaineHousing to administer the HEAP.
- E. “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.
- F. “Discount Off Retail (DOR)” means the seven cents (\$0.07) deducted from a Vendor’s Retail Cash Price for all Home Energy deliveries for the fuel type listed on the Vendor Voucher Report paid with Benefits. ECIP deliveries are not subject to Discount Off Retail.
- 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 1<sup>st</sup> to April 30<sup>th</sup>.
- 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 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 deliver Home Energy to an Eligible Household under ECIP. At a minimum the Purchase Order shall identify the Eligible Household, the delivery address, the type of ECIP benefit to be delivered to the Eligible Household, the required delivery

timeframe, and the amount of ECIP benefit spent on the Eligible Household or credited to its customer account.

- 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. Retail Cash Price” means the posted amount Vendor charges for Home Energy per gallon.
- T. “Rule” means the Home Energy Assistance Program Rule, Chapter 24 of the Rules of the Maine State Housing Authority.
- 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 or CAA, as the case may be, 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, and the amount of the HEAP benefit to be credited to the Eligible Household’s customer account with the Vendor.
- W. “Watch List” means the MaineHousing list of Vendors that will not receive payment in advance for Eligible Households’ Benefits. In the event MaineHousing determines, in its sole judgment, based on Vendor’s actions or omissions or other information obtained by MaineHousing directly or from any third party, that such actions, omissions or other information raise issues concerning Vendor’s continued ability to make Home Energy deliveries or otherwise comply with the terms of this Agreement, or that Vendor’s performance is out of compliance with the requirements of the Vendor Agreement, MaineHousing may, in its sole discretion, place Vendor on this list.

## VENDOR ENROLLMENT

1. Participating Vendors may reenroll during the time period prescribed by MaineHousing. Continued participation is contingent upon performance and compliance with the terms of the Vendor Agreement.

Vendors who choose to discontinue their HEAP participation must notify MaineHousing and should be prepared to complete the Close-out audit process.

Failure to fully complete and execute a new Vendor Agreement as prescribed by MaineHousing may result in termination. In such cases, MaineHousing would perform a Close-out audit and the vendor would no longer be authorized to receive or use HEAP funds for Home Energy deliveries.

2. New Vendor Requirements. The following guidelines and requirements pertain to vendors who are interested in becoming a HEAP Vendor. These requirements may also apply to a vendor who had a prior Vendor Agreement with MaineHousing that has subsequently expired.

- a. New Vendor Enrollment: New vendors are encouraged to enroll before the Heating Season begins. However, MaineHousing will consider new enrollment requests later in the Heating Season. Participation in the current Program Year is contingent upon the submission of accurate and complete documentation.

The vendor must have been in business for a minimum of one (1) year. The following enrollment process and requirements pertain to vendors who are interested in becoming a HEAP Vendor. These requirements may also apply to a vendor who had a prior Vendor Agreement with MaineHousing that has subsequently expired.

- i. Complete a telephonic questionnaire with MaineHousing to determine if vendor meets basic requirements.
- ii. MaineHousing accesses and reviews public records on the company, and its owners/officers.
- iii. Provided the vendor/company is in good standing, MaineHousing will send a preliminary letter of application and copies of the Vendor Agreement. If the vendor wishes to pursue enrollment, they must submit the following for MaineHousing's consideration:
  1. Credit report.
  2. Business plan to demonstrate the stability of its business.
  3. Signed and completed copies of the Vendor Agreement.
- iv. If approved, MaineHousing will fully execute the Vendor Agreement authorizing the Vendor to provide Home Energy deliveries to HEAP customers.
- v. MaineHousing will notify CAAs of the Vendor's participation and the Vendor will be listed on MaineHousing's website as a participating Vendor.



- b. Denials. If the vendor is denied, MaineHousing will notify the vendor, in writing, of the reason for the denial. MaineHousing may exclude or not allow a vendor to participate for any of the following reasons, not limited to:
- i. Any bankruptcies or judgments.
  - ii. Failure to submit the required information.
  - iii. Owners and/or officers were formerly owner/officer of a previously terminated Vendor.
  - iv. Failure to comply with Close-out requirements.

# 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. Oil and Kerosene Vendors. A new Vendor Agreement must be completed and executed annually. The Vendor Agreement remains in effect for one (1) year (Section 3 of Vendor Agreement) unless the Vendor Agreement is terminated by MaineHousing or the Vendor before the end of the term.
2. Vendor Agreements for all other Home Energy types, other than oil and kerosene, are on-going (a new Agreement does not need to be executed annually), unless terminated by MaineHousing or the Vendor.
3. 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. Purchasing/opening another branch location.
  - h. Proposing to sell fuel delivery business or its fuel delivery assets.
4. Completing the Vendor Agreement. Before signing and submitting a Vendor Agreement to MaineHousing, please be sure to read the entire document to ensure you understand 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 5.A. Indicate the Home Energy type your company delivers by checking the appropriate boxes. Does not apply to Propane Vendor Agreement.

- d. Oil Section 5.C / LP & Pellets Section 5.D. Indicate whether you offer Price Protection Plans to customers by checking the appropriate box. If you answer ‘Yes’, please indicate how many on the line provided.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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

There are five (5) separate Vendor Agreements – 1) Oil/Kerosene, 2) Propane, 3) Wood & Corn Pellets/Bio-Bricks/Coal, 4) Wood, and 5) Electricity/Natural Gas. A Vendor cannot deliver a given Home Energy type unless the Vendor has executed the appropriate Vendor Agreement with MaineHousing.

1. Home Energy Type: Benefits can **ONLY** be used for the approved Home Energy type listed on the Vendor Voucher Report.
  - a. 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. 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.
  - b. If the Vendor Voucher Report lists kerosene as the Home Energy type, the Vendor cannot deliver oil if any portion of the delivery will be paid by HEAP Benefits.
  - c. Oil/Kerosene Tank Location: If an Eligible Household's tank is located outside or in an unheated space, the Home Energy type listed on the Vendor Voucher Report should be kerosene. If the Vendor Voucher Report indicates oil and the Vendor's records indicate the tank is located outside or in an unheated space, the Vendor should contact MaineHousing to resolve the discrepancy prior to delivery
  - d. Winter blend is not an allowable Home Energy type under HEAP if product is blended through the delivery hose. If winter blend is delivered by two/separate metered tickets for K-1 and #2 and blends in the tank, the authorized Home Energy type portion can be paid by HEAP Benefits.
2. If Vendor has delivered Home Energy to an Eligible Household on or after October 1<sup>st</sup> 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 Citizen's Energy, Keep ME Warm, Churches, general assistance programs, and municipalities are not subject to this clause and cannot be covered with HEAP Benefits.

**Example of how to retroactively apply Benefits to eligible deliveries made on or after October 1<sup>st</sup>. As outlined above, retroactively applying Benefits is optional.**

			<b>Balance</b>
09/01/2017	#2 Oil – 100 gallons @ 3.299	\$329.90	\$329.90
09/01/2017	Client Payment Cash	(\$329.90)	\$0
10/28/2017	Citizen’s Energy - 100 gallons @ 3.599	\$359.90	\$359.90
11/28/2017	#2 Oil – 100 gallons @ 3.399	\$339.90	\$699.80
11/28/2017	Client Payment Credit Card	(\$339.90)	\$359.90
11/30/2017	HEAP Benefit #2 approved fuel type	(\$500.00)	(\$140.10)
12/05/2017	Payment Citizen’s Energy	(\$359.90)	(\$500.00)

HEAP cannot be applied to the 10/28/2017 delivery as it was paid by an organization (Citizen’s Energy).

\$500.00 HEAP Benefit  
 - \$339.90 HEAP funds applied to 11/28/2017 delivery  
 \$160.10 HEAP Benefit remaining on account

After applying HEAP Benefits to the 11/28/17 delivery, the \$500 balance on the account is assigned as follows:

- \$160.10 = HEAP funds
- \$339.90 = client funds (HEAP rules do not apply).
- The \$339.90 is considered client funds as HEAP covered the 11/28/2017 delivery previously paid by the client. The use of these funds/credit balances is subject to the terms and conditions in place between the Vendor and its customer. The vendor may use these client funds to cover any outstanding balances from prior deliveries or service.

3. Current Program Year Benefits remaining after April 30<sup>th</sup> can be applied to pre-buys and approved budget programs for the following Heating Season. Vendors cannot use remaining HEAP funds to pay fees for downside protection or programs if the contract has a clause stating remaining funds will be forfeited at the end of the contract.

HEAP Benefits received in the prior Program Year that were applied to a pre-buy or an approved budget program must be used by April 30<sup>th</sup> of the following Program Year. If not, any remaining balance must be returned to MaineHousing no later than June 30<sup>th</sup>.

4. Eligible Household Changes. If a Vendor becomes aware of changes, Vendor should contact MaineHousing before making the delivery. Examples include, but are not limited to: the HEAP customer listed on the Vendor Voucher Report is deceased, the household is occupied by someone other than the original HEAP recipient, the home is vacant, or if the Vendor is aware no one is living in the home for an extended period of time (customer lives out of state during winter months). If these situations arise, the Vendor must contact MaineHousing immediately.

5. Vendor may deliver Home Energy to an Eligible Household equal to the entire Benefit amount on account with Vendor (i) if the Eligible Household placed an order (even if the amount ordered is less than the full Benefit amount) or (ii) if the Eligible Household is on automatic delivery, unless:
  - a. Household advises the Vendor all Applicants are moving;
  - b. Household advises the Vendor that their Heating System has mechanical difficulties; or
  - c. Household's Home Energy storage tanks are either being replaced or do not meet code.
7. Benefits cannot be used for Incidental Cost such as surcharges, penalty charges, reconnection charges, cleaning and repair service charges, security deposits, delivery charges, hazmat fees, fuel recovery fees, and insurance.
8. Benefits are available for use during the Program Year of issue and up until April 30th of the Program Year immediately following. 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 funds to MaineHousing. The following outlines the dates Benefits are available for use and when they expire by Program Year.

<b>Program Year</b>	<b>Delivery must occur between:</b>	<b>Benefits expire as of:</b>
2017	October 1, 2016 and April 30, 2018	May 1, 2018
2018	October 1, 2017 and April 30, 2019	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. It is important to notice the Program Year designated on the check stub so as to be able to comply with the aforementioned guidelines.
9. HEAP 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.

## OIL/KEROSENE PRICING – DISCOUNT OFF RETAIL (DOR)

Discount Off Retail (DOR) only applies to the portion of an oil or kerosene delivery paid by HEAP Benefits. The maximum per-gallon price a Vendor may charge cannot exceed the Discount Off Retail price – i.e. Vendor’s Retail Cash Price minus \$0.07 per gallon. DOR only applies to the approved Home Energy type (as listed on the Vendor Voucher Report).

DOR does not apply to the portion of a delivery paid by ECIP benefits.

Vendor Discount Programs. If a HEAP client is eligible for a discount which is greater than the \$0.07 Discount Off Retail, the Vendor must give the client the greater discount on deliveries paid by HEAP Benefits.

<b>Examples: Vendor Discount Programs and Required Price for HEAP deliveries.</b>				
<b>Charge Price</b>	<b>Retail Cash Price</b>	<b>DOR</b>	<b>Discount</b>	<b>Required Price</b>
\$4.00/gal	\$3.80/gal	\$3.73/gal	Veteran \$3.60/gal	\$3.60/gal (veteran)
\$4.00/gal	\$3.80/gal	\$3.73/gal	Senior Citizen 3.75/gal	\$3.73/gal (DOR)
\$4.00/gal	\$3.80/gal	\$3.73/gal	NONE	\$3.73/gal (DOR)

## PRICE PROTECTION PLANS

Vendor is not required to charge the Discount Off Retail price to an Eligible Household with whom Vendor has entered into a Price Protection Plan acceptable to MaineHousing. In such case, Vendor shall charge the Eligible Household the price in the Price Protection Plan.

1. Definition. A written, binding agreement between Vendor and an Eligible Household under which the Eligible Household:
  - a. has prepaid for Home Energy deliveries based on a fixed price per unit (prepaid fixed); or
  - b. has prepaid for Home Energy deliveries that are guaranteed not to exceed a specified maximum price per unit but pays only the actual Retail Cash Price up to the specified maximum price (i.e. prepaid with downside protection), or
  - c. makes payments under a budget plan based on a fixed price per unit (i.e. budget fixed); or
  - d. makes payments under a budget plan based on estimated Home Energy deliveries, but pays no more than the Retail Cash Price if it is lower than the estimate on which the budget plan payments are based (i.e. budget with downside protection).

Cash payment plans are not considered a Price Protection Plan and therefore are subject to Discount Off Retail pricing.

2. Terms and Conditions. Pricing and other terms and conditions of a Price Protection 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 Price Protection 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. Vendor must provide to MaineHousing a copy of each type of Price Protection Plan that it offers to its customers in the form available to the Vendor's customers and the public (such as a brochure or flyer) no later than the date that Vendor executes the Vendor Agreement or the Vendor makes the Price Protection Plan available to the Vendor's customers and the public.



## PAYMENTS

1. Form of Payment. Vendors may choose to receive payments by check or direct deposit.
2. Distribution of Payments. MaineHousing issues payments on Thursday of each week. Wire payments are typically deposited into Vendor’s bank account on Friday of each week.
3. Vendor Voucher Report. A Vendor Voucher Report is mailed to any Vendor receiving payment(s) during the weekly HEAP payment cycle (regardless of the form of payment). 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 must not make the delivery and should contact MaineHousing immediately.

The Vendor Voucher Report will include the following:

- a. Primary Applicant Name
- b. Physical address
- c. Phone number
- d. Benefit amount
- e. Home Energy type
- f. Account information
- g. CAP Code (Community Action Program)
- h. Payment memo
- i. Additional information depending on form of payment:

<b>Form of Payment</b>	<b>Vendor Voucher Report includes:</b>
Check	<ul style="list-style-type: none"> <li>• Date of check</li> <li>• Check number</li> <li>• Bill number begins with “B”</li> </ul>
Direct Deposit	<ul style="list-style-type: none"> <li>• Posting date of payment</li> <li>• Bill number begins with “W”</li> </ul>

4. If Benefits are being reissued from the prior Program Year, the Vendor will receive a check (even if the Vendor normally receives funds via direct deposit). This may occur if a Benefit is being reissued because an Eligible Household changed Vendors.

When receiving a paper check, it is important to notice 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.

5. Supplemental Benefits. If MaineHousing receives supplemental HEAP funds, Supplemental Benefits will be issued in the same manner as regular HEAP payments. The Vendor will receive a Vendor Voucher Report listing the same information as above.

6. Watch List. If for any reason a Vendor's ability to administer the HEAP program is in question, MaineHousing reserves the right to place a Vendor on a Watch List. As long as a Vendor remains on the Watch List, the Vendor will not receive payment in advance for Eligible Households' Benefits. Vendor must submit satisfactory proof of delivery for MaineHousing's review/approval. MaineHousing will process payment for the delivery in the regular/weekly HEAP payment cycle provided the delivery complied with the terms of Vendor Agreement.

If a Vendor is placed on a Watch List, an audit will be conducted in accordance with the Vendor Agreement. At a minimum, the Vendor will remain on the Watch List pending action upon the auditor's recommendation. The following are potential actions that may take place as a result of the audit:

- a. Maintaining Vendor's Watch List status.
- b. Monitoring of the Vendor's performance.
- c. Provide guidance or other assistance to the Vendor.
- d. Implement additional recordkeeping and reporting requirements.
- e. Requiring Vendor to turn over HEAP funds to MaineHousing.
- f. Issuing a deficiency notice.

## **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 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 and instructions for completing and submitting the Benefit Return.

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 1<sup>st</sup> forward for the benefit year(s) being returned. Any unused HEAP funds 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, being placed on MaineHousing's Watch List, 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 written request from the authorizing CAA or MaineHousing.
  - c. 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.
  - d. The eligible household has not received deliveries of Home Energy or other services for twelve (12) or more consecutive months.
  - e. Benefits expired.
  - f. Upon written notice from the customer that they no longer desire to receive services from the Vendor.
  - g. Eligible Household moves out of Vendor's Service Area, either in state or out of state.
  - h. Vendor Agreement is terminated, either by the Vendor or MaineHousing.
2. Upon receipt of a HEAP Benefit Return Request, the Vendor will:
  - a. Reconcile and verify the amount of HEAP funds remaining on the Applicant'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 Applicant'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 issue and up until April 30<sup>th</sup> 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 funds to MaineHousing. The following outlines the dates Benefits are available for use and when they expire by Program Year.

<b>Program Year</b>	<b>Delivery must occur between:</b>	<b>Benefits expire as of:</b>
2017	October 1, 2016 and April 30, 2018	May 1, 2018
2018	October 1, 2017 and April 30, 2019	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 or unpaid deliveries that occurred from October 1<sup>st</sup> forward of the current Program Year may be deducted from the amount being returned to MaineHousing.

This simply means on the date you receive HEAP Benefits for a client, those funds may be applied to prior 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, or the delivery amount is outstanding; and
- d. not paid by an organization such as Citizen’s Energy, Keep ME Warm, Churches, general assistance programs, and municipalities.

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.

Example of how to retroactively apply Benefits to eligible deliveries made on or after October 1st. As outlined above, retroactively applying Benefits is optional.			Balance
10/15/2017	#2 Oil - 100 gallons @ 3.329	\$332.90	\$332.90
10/25/2017	Client Payment Credit Card	(\$332.90)	\$0
12/05/2017	HEAP Benefit (approved #2)	(\$600.00)	(\$600.00)
<p>In the example above, if a vendor chooses to retroactively apply benefits back to 10/1/2017, the following would apply:</p> <p style="margin-left: 40px;">\$600.00 HEAP Benefit            - \$332.90 funds applied to 10/15/2017 delivery            \$267.10 Amount of HEAP funds to be returned to MaineHousing</p> <p>After applying HEAP Benefits to the 10/15/17 delivery, the \$600.00 balance on the account is assigned as follows:</p> <ul style="list-style-type: none"> <li>• \$267.10 = HEAP funds to be returned to MaineHousing</li> <li>• \$332.90 = client funds (HEAP rules do not apply).</li> <li>• The \$332.90 is considered client funds as HEAP covered the 10/15/2017 delivery previously paid by the client. The use of these funds/credit balances is subject to the terms and conditions in place between the Vendor and its customer. The vendor may use these client funds to cover any outstanding balances from prior deliveries or service.</li> </ul> <p>In the example above, if the vendor chooses not to retroactively apply benefits back to 10/1/2017, the entire HEAP Benefit of \$600.00 would be remaining on account and should be returned.</p>			

## 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 31<sup>st</sup>.

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 cost of a standard minimum delivery of Home Energy, whichever is less.

2. Household Eligibility: A Household **may be eligible** for ECIP if there is an imminent loss of heat due to:
  - a. Less than three (3) day supply of Home Energy (e.g. reading a 1/8 tank or less on a standard 275 gallon heating oil tank; reading of 25% or less on a propane tank; "three" (3) day or less supply standard applies to other delivered Home Energy types).
  - b. Household does not have the financial means to purchase Home Energy and has exhausted their ability to negotiate and pay the terms of a reasonable payment arrangement.
  - c. Dysfunctional or unsafe Primary Heating System and there is no other Heating System that is safe, operable and capable of heating the dwelling adequately during severe cold weather.
  - d. Disconnection of service notice from electric utility provided the Household's Heating System requires electricity to operate.
3. Verifying Eligibility. CAAs are responsible for:
  - a. Determining and verifying the type of Energy Crisis the Household is experiencing.
  - b. Asking the Household to confirm the date of their last Home Energy delivery (by any Vendor), how many gallons and the size of their tank.
  - c. Contacting Vendor to verify:
    - i. The amount (if any) of remaining Benefits on account (these funds would be used in conjunction with or in lieu of ECIP funds).
    - ii. If the Vendor will deliver on credit or do an upfront delivery pending receipt of a HEAP Benefit.
    - iii. Last delivery information – i.e. date and number of units delivered.

4. Purchase Order Amount. The Purchase Order amount will be determined and authorized by the CAA. The Vendor will need to provide the CAA with the following information:
  - a. Vendor's cash price.
  - b. If there are remaining HEAP Benefits on account, the Vendor will need to provide the CAA with a breakdown of the amounts (dollars and units) to be covered by HEAP Benefits and ECIP funds.
5. Allowable Uses. The Vendor is required to provide ECIP services in accordance with the Vendor Agreement. Allowable expenditures must be related to averting an Energy Crisis and may include:
  - a. Payment to the Vendor for the delivery of Home Energy (and delivery charge if applicable) in an amount authorized by the CAA.
  - b. Delivery charges must be in accordance with Vendor policy and be the same as those charged to non-HEAP Households. (ECIP may not be used to solely pay for a delivery charge.)
  - c. Payment to the Vendor for emergency repairs to a heating system, performed by a licensed technician. Vendor must receive written authorization from the CAA prior to rendering services.
  - d. ECIP deliveries are not subject to DOR pricing.
  - e. ECIP benefits can ONLY be used for the approved Home Energy type listed on the Purchase Order.
  - f. Surcharges, reconnection charges, or penalties related to a final utility disconnect notice. Utility costs must be directly related to the operation of the Heating System.
6. Time of Deliveries. CAAs are responsible for determining and verifying the type of crisis the Household is experiencing. If the Vendor agrees to accept the Purchase Order, the ECIP delivery must be made when 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 crisis are defined as follows:
  - a. Energy Crisis. A weather related and supply shortage emergency and other Household energy-related emergencies. If the Household is eligible, some form of assistance will be provided within forty-eight (48) hours after the Household has been certified eligible for ECIP.
  - b. Life Threatening Crisis. The Household is currently without heat or utility service to operate a Heating Source. If the Household is eligible, some form of assistance will be provided within eighteen (18) hours after the Household has been certified eligible for ECIP.
7. Delivery Authorization. ECIP deliveries must be authorized by the CAA. Vendor cannot "pre-deliver" an ECIP benefit based on a client's request.
  - a. Unless otherwise authorized by MaineHousing the Vendor will only deliver the Home Energy type listed on the ECIP Purchase Order. If the Vendor delivers a Home Energy type other than what is listed on ECIP Purchase Order, the Vendor will not be allowed to use ECIP benefits for those deliveries.

- b. Delivery amounts will be determined and authorized by the CAA based on:
    - i. Vendor prices.
    - ii. Applicable delivery charges (surcharges).
    - iii. Home Energy type availability.
    - iv. Vendor availability.
  - c. Two deliveries at separate times are not allowed under ECIP. If, however, there are safety issues, the Vendor may deliver enough product to avert the crisis, and then return to complete the delivery – ex. delivers jugs or runs out of product during snowstorm.
  - d. The CAA is not required to use the client’s regular Vendor if it is not deemed in the client’s best interest (i.e., price, availability, surcharges, etc.), or the Vendor cannot make the delivery within the required timeframe (i.e. 18 or 48 hours).
8. Purchase Order. Vendor must make the ECIP delivery in accordance with the written Purchase Order issued by the CAA. Prior to making the delivery, the Vendor should have written confirmation from the CAA detailing the ECIP delivery requirements. The Purchase Order will specify the following:
- a. Eligible Household name
  - b. Delivery address
  - c. Type of fuel to be delivered
  - d. Value of the fuel plus any delivery charge (actual delivery cannot exceed this amount). The price per unit and any delivery charge should be consistent with the amounts the CAA and the Vendor agreed upon. ECIP pricing must be based on Vendor’s cash price not charge price.
  - e. Delivery time requirements – i.e. 18 or 48 hours. The Vendor must notify the CAA immediately if they cannot meet the delivery timeframe specified on the purchase order.
9. If the Vendor has reason to believe the Household was not in an Energy Crisis situation, the Vendor should notify the CAA or MaineHousing. Examples:

<p><b>Example #1: Wood Pellets</b></p> <p>ECIP Purchase Order = \$250.00 (50 bags @ \$5.00 each)</p> <p>Pellet dealer notices the household already has a full pallet of pellets.</p> <p>Pellet dealer delivers the 50 bags per the ECIP Purchase Order.</p> <p>When invoicing the CAA for the 50 bags delivered, Vendor makes the CAA aware of their observation by noting the following on the invoice: “Driver observed that there was a full pallet of pellets already on site.”</p>
--

<p><b>Example #2: Propane</b></p> <p>ECIP Purchase Order = \$249.00 (100 gallons @ \$2.49)</p> <p>Vendor is only able to make a partial delivery (50 gallons fills tank).</p> <p>Vendor notes the situation on the metered delivery ticket/invoice that is submitted to the CAA for payment.</p>
--



10. Split Billed Deliveries. If there are remaining Benefits on the Eligible Household’s account or other non-HEAP funding available, the Benefits or other funding must be used in lieu of ECIP, or in conjunction with ECIP.

The following examples provide guidance on posting deliveries that will be split billed between ECIP and other funds:

<b>Example 1:</b>	
<ul style="list-style-type: none"> <li>• Approved fuel type = propane</li> <li>• Vendor’s cash price = \$2.49/gallon</li> <li>• Vendor’s minimum delivery = 100 gallon</li> <li>• HEAP Benefits remaining on account = \$55.25 Benefits must be fully expended and used to cover a portion of the emergency delivery. ECIP would cover the balance.</li> </ul>	
Remaining HEAP Benefits = \$55.25	$\$55.25/\$2.49 = 22.189$ gallons
ECIP PO Amount = \$193.75	$77.811 \text{ gallons} \times \$2.49 = \$193.75$

<b>Example 2:</b>	
<ul style="list-style-type: none"> <li>• Approved fuel type = oil</li> <li>• Vendor’s cash price = \$2.54/gallon</li> <li>• Vendor’s minimum delivery = 100 gallons</li> <li>• HEAP Benefits remaining on account = \$100.00 Benefits must be fully expended and used to cover a portion of the emergency delivery. ECIP would cover the balance.</li> </ul>	
Remaining HEAP Benefits = \$100.00	$\$100.00/\$2.47 = 40.486$ gallons  Note: DOR discount applies to gallons covered by HEAP Benefits.
ECIP PO Amount = \$151.17	$59.514 \text{ gallons} \times \$2.54 = \$151.17$

<b>Example 3:</b>	
<ul style="list-style-type: none"> <li>• Approved fuel type = oil</li> <li>• Vendor's cash price = \$2.54/gallon</li> <li>• Vendor's minimum delivery = 100 gallon</li> <li>• HEAP Benefits remaining on account = \$0.00</li> <li>• Client credit on account = \$50.00 Client credit must be fully expended and used to cover a portion of the emergency delivery. ECIP would cover the balance.</li> </ul>	
Client Credit = \$50.00	$\$50.00 / \$2.54 = 19.685$ gallons
ECIP PO Amount = \$204.00	$80.315$ gallons x $\$2.54 = \$204.00$

11. Documentation Required for Payment. Once the delivery has been made, the Vendor must submit the following to the CAA:
- a. Completed purchase order
  - b. Delivery ticket (oil/kerosene and propane must be metered) documenting the following:
    - i. Customer's name
    - ii. Delivery address
    - iii. Date of delivery
    - iv. Type of fuel delivered
    - v. Units delivered
    - vi. Price per unit (this must be Vendor's cash price)
    - vii. Total
  - c. Invoice is required if:
    - i. Total amount on the delivery ticket is greater than the ECIP purchase order amount; or
    - ii. Delivery ticket does not account for all the charges that were approved on the purchase order.
12. Approval for Payment. The CAA will reconcile the Vendor's delivery ticket and invoice (if applicable) to the purchase order. The CAA will:
- a. Verify the documentation to ensure:
    - i. Fuel was delivered to the correct address.
    - ii. Delivery date on the delivery ticket was within the required timeframe.
    - iii. Correct fuel type was delivered.

- iv. The units delivered and the unit price is consistent with the purchase order. Dollar amount on the metered delivery ticket or invoice is correct.
  - b. Obtain additional documentation from the Vendor as needed to reconcile any discrepancies between the invoice and delivery ticket, and the purchase order.
  - c. Approve the purchase order for payment if all documentation has been verified and is correct.
- 13. Payment. Once the CAA has approved the purchase order for payment, MaineHousing will issue payment to the Vendor for the ECIP delivery within ten (10) working days of the CAA approval date. If payment is not received within the appropriate time period, please contact MaineHousing.
- 14. Annual Consumption Report (ACR). ECIP deliveries (number of units delivered and total cost) must be included in the data reported for the Household. If the Vendor makes an ECIP delivery to a Household that is not a regular customer, records of the delivery must be maintained and reported on the ACR.
- 15. 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 a Home Energy delivery or heating system repair/replacement cannot be made 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 that cannot be averted within 18 hours by a Home Energy delivery or heating system repair/replacement. Rent with heat or Subsidized with heat included tenants are not eligible.
  - c. Rental payment assistance provided the Eligible Household is a tenant whose rent includes heat and is facing eviction within 72 hours due to nonpayment of rent. Subsidized with heat tenants are not eligible.

## 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. Account Records. For the Home Energy type specified on the Vendor Voucher Report, the account record must include all deliveries to and purchases made by an Eligible Household between May 1<sup>st</sup> and April 30<sup>th</sup> for each Program Year. 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 (see Forms section).

Vendors records must include:

- a. Customer name and address.
- b. Dates of deliveries
- c. # units delivered (gallons/kwh/tons/bags/pallets)
- d. Price per unit (gallons/kwh/tons/bags/pallets)
- e. Total cost of delivery or purchase
- f. Posting of payments/credits. All deliveries paid by organizations or municipalities, such as churches, Citizen's Energy, 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. Daily log of Vendor's posted Retail Cash Prices for all Home Energy types.
- j. Oil/Kerosene only: records/documentation showing that the \$0.07 discount (DOR) was applied to the Retail Cash Price for HEAP paid deliveries.
- k. Oil, Kerosene, and Propane: metered delivery tickets must include the following information:
  - i. Customer name
  - ii. # gallons delivered
  - iii. Delivery address

- iv. Date of delivery
  - v. Price per gallon
  - vi. Home Energy type delivered.
  - l. The amount of unexpended HEAP Benefits on account for each Eligible Household.
  - m. Records of Price Protection Plans (if applicable) outlining the terms and conditions of the payment plan.
3. **Retention:** Per the Vendor Agreement, the Vendor shall retain the Records for a period of three (3) years after expiration or termination of the Agreement. This provision shall survive the expiration or earlier termination of the Agreement.

The Vendor must retain all HEAP transactions that occurred during any given contract term for a period of three (3) years after the Agreement expiration date.

<b>Vendor Agreement Term</b>	<b>Disposal Date</b>
7/1/2013 to 6/30/2014	7/1/2017
7/1/2014 to 6/30/2015	7/1/2018
7/1/2015 to 9/30/2016	10/1/2019
10/1/2016 to 6/30/2017	7/1/2020
7/1/2017 to 6/30/2018	7/1/2021

## 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). The purpose of the ACR requirement is to account for the use of HEAP funds and to determine the Household's total deliveries, for the approved Home Energy type, from May 1<sup>st</sup> to April 30<sup>th</sup>.
  - a. MaineHousing uses the ACR information to determine a client's benefit for the following Heating Season, and to meet federal reporting requirements.
  - b. HEAP funds may be applied from October 1<sup>st</sup> for the approved Home Energy type regardless of whether or not the delivery is outstanding or has been paid by private funds. HEAP funds cannot be applied to deliveries paid by organizational funds, including but not limited to, Citizen's Energy, Keep ME Warm, churches, general assistance, and municipalities.
  - c. When calculating Total Household units delivered, Vendor will add deliveries for the specified Home Energy type regardless of payment source.
  - d. When calculating Total Household Costs, Vendor will add all payments for deliveries of the specified Home Energy type regardless of payment source.

# ANNUAL CONSUMPTION REPORT (ACR) INSTRUCTIONS

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

- **Reporting period is May 1, 2017 thru April 30, 2018.**
- If you made deliveries to or received Benefits for LIHEAP 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 to the nearest whole number or dollar.

**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" column.
Physical Address	Do not Change  <b>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.</b>
Physical Town	Do not change  <b>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</b>
LIHEAP Benefits	Total 2017/2018 LIHEAP benefit amount issued to you on the client's behalf.
Fuel Type (Electronic Version ONLY)	Do not Change  <b>If the client has moved this may not match the Fuel Type you have on file. Put a comment in the "Notes" column to indicate a fuel type is different.</b>

Field Name	Instructions
<b>ECIP Benefits</b>	Amount of Energy Crisis Intervention funds paid to you on the client's behalf. In the "Notes" column, indicate changes if applicable.
<b>Prior Yr Benefit Remaining</b>	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.



Field Name	Instructions																				
<b>LIHEAP Gal/kWh Purchased</b>	<p>Indicate the number of gallons or kWh purchased with the customer's 2017-2018 LIHEAP Benefit between <b>October 1, 2017 and April 30, 2018</b>.</p> <p>If the client has a Prior Year Benefit Remaining, the timeframe would be from <b>May 1, 2017 and April 30, 2018</b> as you need to include any gallons or kWh paid for by the Prior Year Benefit which can be used before Oct. 1<sup>st</sup>.</p> <p>Total should not be the same as the Total Household Gallons <b>unless all purchases</b> were paid for with LIHEAP funds.</p> <p>For Example:            Prior Yr. Benefit Rem. = \$100.00            2017-2018 Benefit = \$700.00            Approved Product = Oil</p> <table border="1" data-bbox="568 682 1429 907"> <thead> <tr> <th>Delivery Date</th> <th>Gallons</th> <th>Product</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>8/5/17</td> <td>77</td> <td>Oil</td> <td>\$100.00</td> </tr> <tr> <td>10/6/17</td> <td>86.9</td> <td>Oil</td> <td>\$112.88</td> </tr> <tr> <td>3/20/18</td> <td>159</td> <td>Oil</td> <td>\$222.44</td> </tr> <tr> <td><b>ACR Answer (total)</b></td> <td><b>322.9 gallons</b></td> <td></td> <td></td> </tr> </tbody> </table> <p>**The LIHEAP gallons would be 322.9 and NOT 245.9 because the 8/5/16 delivery was within the May 1, 2017 – April 30, 2018 timeframe and it was paid for by the prior year benefit remaining so you need to include it in this column. Please note that you only include the deliveries prior to October 1<sup>st</sup> that were covered by HEAP funds. In this scenario, if the client would have gotten another delivery on 9/25/17, it would not have been included in the LIHEAP gallons because the Prior Year Benefit Remaining was already used up on that 8/5/17 delivery (these gallons delivered on 9/25/17 would only be accounted for in the Total Household Gallons column).</p> <p>For vendors who deliver wood pellets, bio-bricks, corn or coal, please identify the reported weight amount purchased (i.e., tons, bags, pallets).</p>	Delivery Date	Gallons	Product	Amount	8/5/17	77	Oil	\$100.00	10/6/17	86.9	Oil	\$112.88	3/20/18	159	Oil	\$222.44	<b>ACR Answer (total)</b>	<b>322.9 gallons</b>		
Delivery Date	Gallons	Product	Amount																		
8/5/17	77	Oil	\$100.00																		
10/6/17	86.9	Oil	\$112.88																		
3/20/18	159	Oil	\$222.44																		
<b>ACR Answer (total)</b>	<b>322.9 gallons</b>																				
<b>ECIP Gal/kWh Purchased</b>	<p>Indicate number of gallons purchased with the client's ECIP benefit.  <b>Please Note:</b> Total should not be the same as the LIHEAP Gallons or Total Household Gallons <b>unless an ECIP delivery was the only delivery made to the household.</b></p> <p>For vendors who deliver wood pellets, bio-bricks, corn or coal, please identify the reported weight amount purchased (i.e., tons, bags, pallets).</p>																				

Field Name	Instructions
<b>Total Household Gal/kWh</b>	<p>Indicate the <b>total number</b> of gallons delivered between <b>May 1, 2017 and April 30, 2018</b>. This fuel should conform to the <b>type of fuel identified on the Vendor Voucher Report</b>. Include <b>all deliveries</b> made to this household regardless of who paid for it. The total gallons should include, but are not limited to, LIHEAP (current year &amp; prior year funds), ECIP, private pay, General Assistance, Citizen’s Energy, Salvation Army, etc.</p> <p><b>Kerosene clients:</b> If a client purchased a blend or #2 fuel, please include all gallons purchased for both products in this column <b>ONLY</b>. This is for consumption reporting purposes <b>ONLY</b>. LIHEAP funds may only be used for the fuel type listed on the vendor voucher report at the time funds are issued.</p> <p>If the customer’s account was used to purchase fuel for more than one dwelling (i.e., duplex), please put a note indicating that in the “Notes” column.</p> <p>If the household has a second fuel tank for heating an outbuilding/garage, cooking, or other non-heating purposes, <b>do not</b> include fuel purchases for the second tank.</p> <p>For vendors who deliver wood pellets, bio-bricks, corn or coal, please identify the reported weight amount purchased (i.e., tons, bags, pallets).</p>
<b>Total Household Cost</b>	<p>Indicate <b>total cost</b> to household associated with the gallons/ kWh reported above. This is the <b>total dollar</b> amount of all deliveries regardless of who actually paid for them. The total cost should include, but is not limited to, LIHEAP (current year &amp; prior year funds), ECIP, private pay, General Assistance, Citizen’s Energy, Salvation Army, etc.</p> <p><b>Kerosene clients:</b> If a client purchased a blend or #2 fuel, please include the cost for all gallons purchased for both products in this column <b>ONLY</b>. This is for consumption reporting purposes <b>ONLY</b>. LIHEAP funds may only be used for the fuel type listed on the Vendor Voucher Report at the time funds are issued.</p> <p>If the household has a second fuel tank for heating an outbuilding/garage, cooking, or other non-heating purposes, <b>do not</b> include fuel purchases for the second tank.</p> <p>Annual costs <b>should NOT include</b> service charges or late fees – <b><u>only the cost for actual fuel delivered.</u></b></p>
<b>Benefit \$ Remaining</b>	<p>Indicate any LIHEAP funds (current &amp; prior year) remaining on account for the customer. <b>Do not</b> report any credit balances resulting from private purchases; <b>ONLY</b> LIHEAP funds.</p>

Field Name	Instructions
<b>Plan Code</b>	Payment Plan Code – if the household participated in a Supplier Payment Plan, indicate the type and description of the plan (examples: BP=budget plan; PB=pre-buy; CAP=cap pricing, MOR=Margin over rack, LL=Landlord rates, etc.). <b>Do not enter more than 6 characters; if an explanation is required please provide in the notes section.</b>
<b>Notes</b>	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.).
<b>Report Completed By</b>	Signature of the person who completed the report.
<b>Print Name</b>	Print name of the person who completed the report.
<b>Date Completed</b>	Date report was completed.
<b>Phone Number</b>	Phone number of person MaineHousing should contact with questions.
<b>E-Mail Address</b>	E-mail address of person who completed the report.

## 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 will send 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 and Watch List: 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, place the Vendor on a "Watch List" or take steps to suspend or terminate the Agreement between the Vendor and MaineHousing. Reference Section 12 of the Vendor Agreement for additional information.
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 Fuel Assistance 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 in the Program. 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 Benefit funds to another fuel vendor, whether or not such other fuel 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. HEAP Funds: Vendor must return remaining HEAP funds to MaineHousing and provide detailed transaction reports for the corresponding client accounts, delivery tickets, and Vendor's daily Retail Cash Price log. 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. Vendor's daily Retail Cash Price log starting on the date prescribed by MaineHousing and thru current date.
  - iii. Metered delivery tickets for all deliveries noted on the transaction report. This includes metered delivery tickets for the transaction reports previously submitted for clients with HEAP funds remaining on their accounts.
  - iv. Price protection plan between the Vendor and the HEAP client, if applicable.
  - v. MaineHousing Questionnaire (completed by Vendor) with information about Vendor's policies and procedures.
- d. Reconciliation. MaineHousing will review all documentation to reconcile all HEAP 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. 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, third parties, or individuals. 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](mailto: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 Fuel Assistance Benefit per Heating Season (unless MaineHousing issues Supplemental Benefits).
  - d. Households are prohibited from selling Home Energy that was paid by HEAP Benefits.
  - e. HEAP 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 HEAP funds other than for their intended purpose, e.g. delivery of the approved Home Energy type to an Eligible Household. Vendors are prohibited from using HEAP funds for any other purpose including, but not limited to, purchasing equipment, writing off HEAP credit balances, paying for business or personal debts, and trading HEAP funds with clients 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.

**If you suspect or become aware of a failure to protect Personally Identifiable Information, notify MaineHousing immediately.**

## RESOURCE LINKS

HEAP Vendor List	<a href="http://www.mainehousing.org/programs-services/energy/liheap-fuel-suppliers">http://www.mainehousing.org/programs-services/energy/liheap-fuel-suppliers</a>
MaineHousing Public Hearing Notices	<a href="http://www.mainehousing.org/news/public-notice">http://www.mainehousing.org/news/public-notice</a>
<ul style="list-style-type: none"><li>• HEAP Vendor Handbook</li><li>• HEAP Rule (Chapter 24)</li><li>• Forms</li><li>• Training Materials</li></ul>	<a href="http://www.mainehousing.org/partners/">http://www.mainehousing.org/partners/</a> (select “Fuel Vendors”)
Consumer Home Heating Rights (Chapter 19)	<a href="http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27939">http://www.maine.gov/ag/consumer/law_guide_article.shtml?id=27939</a>