



Energy Assistance Program Utility Vendor Guide

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Indiana Housing & Community Development Authority

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Section 1: Program Summary

1.1 Purpose

Indiana Housing Community and Development Authority (IHCD) s Energy Assistance Program (EAP) ensures that all eligible people living within the State of Indiana who have an energy burden have utility service, particularly during the winter season.

1.2 State of Indiana

In 1983, the Indiana General Assembly enacted Indiana Code 8-1-2-121 governing the termination of natural gas and electric service without the customer s request. This law states that a utility (municipally-owned, privately-owned, or cooperatively-owned) may not, during the period from December 1 through March 15 of any year, terminate residential utility service to any customer who has applied for or who has been determined eligible for the Energy Assistance Program. This legislation applies to electric and natural gas utilities. It does not compel deliverable bulk heating fuel vendors to make a delivery without a payment agreement.

Since July 1, 2006, IHCD has been managing the Energy Assistance Program. Community-based organizations are designated by federal regulation and under contract with the IHCD as local agencies administering EAP. The State has designated twenty (20) community organizations referred to as Local Service Providers (LSPs). These organizations are responsible for eligibility determination and timely submission of payment transmittals to utility vendors. These community organizations ensure that the program covers all 92 counties in Indiana.

EAP Utility vendors include regulated heating and electric utilities who provide metered electricity and/or natural gas service, and non-regulated vendors who provide bulk deliverable fuel commodities in the form of liquid propane, fuel oil, gas, coal, kerosene, pellets, or other bulk deliverable fuels. Vendors are not allowed to deduct sales tax from the LIHEAP benefit. The full amount of the customer s utility bill is subject to sales tax. The client s EAP benefit, however, may pay sales tax.

1.3 Federal

The Low-Income Home Energy Assistance Program (LIHEAP) Block Grant was first created in 1981 by the U.S. Congress due to growing concerns of increases in energy costs for U.S. citizens. The LIHEAP Block Grant is a non-competitive, federally funded block grant offered through the U.S. Department of Health and Human Services (HHS).

The Low-Income Home Energy Assistance Program (LIHEAP) Block Grant funds individual states throughout the nation to assist low-income families with the high cost of their home energy. LIHEAP is a federal program, however each state has a specific version of the program with individual regulations that must follow federal guidelines. The program operates in every state as well as the District of Columbia. The program is also offered in most tribal and local reservations and U.S. territories.

The federal LIHEAP Statute requires grantees to meet certain conditions, known as the 16 Assurances. The Assurances state that the Grantee will:

1. Conduct outreach activities and provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy; intervene in energy crisis situations; provide low-cost residential weatherization and other cost-effective energy-related home repair; and not to use these funds for any other purposes;
2. Ensure that all program recipients meet the defined income qualifications;
3. Conduct outreach activities designed to assure that at-risk households and high energy burden households are made aware of the assistance available to them under this program;
4. Coordinate administration of LIHEAP with similar and related programs administered by the Federal Government and the State, particularly low-income energy-related programs;
5. Provide, in a timely manner, that the highest level of assistance will be provided to those households with the lowest income levels and the highest energy cost or needs, taking into account household size;
6. Designate local administrative agencies to carry out the program, giving special consideration to any local public or private nonprofit agency which was receiving Federal funds under any low-income energy assistance or weatherization program;
7. Notify each participating household of the amount of assistance being paid on its behalf; assure that the utility vendor, regulated or unregulated, will apply the benefit to the client's bill fairly, honestly, and without discrimination on the basis of receiving such service; and abide by all other terms and conditions agreed upon in the MOA;
8. Allow everyone an equal opportunity to apply for LIHEAP, and treat renters and homeowners equitably;
9. Ensure that any overspending on planning or administration of LIHEAP beyond the allowable admin line item is paid for out of unrestricted, non-federal funds (i.e., an agency may not use CSBG funds to augment for overspending);
10. Establish appropriate fiscal controls and fund accounting procedures as necessary to monitor compliance to the requirements of the program;
11. Permit and cooperate with any relevant Federal investigations;
12. Provide for timely and meaningful public participation in the development on the State plan;
13. Provide an opportunity for applicants whose applications are denied or are not acted upon with reasonable promptness to appeal;
14. Cooperate with the Secretary of the US Department of Health and Human Services with respect to data collection and reporting;
15. Provide preference to agencies that administer low-income weatherization or energy crisis intervention programs when awarding grants or contracts for intake services;

16. Use up to 5% of funds to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance, which may include but are not limited to needs assessments, counseling, and family coaching.

EAP ASSISTANCE SEASON	
Key Dates	Purpose
October 1, 2022	Opening day of Federal PY2023.
October 3, 2022	Online application opens to the public. LSPs may distribute mail-in applications to households who do not qualify as at-risk.
November 1, 2022	Statewide start of the Energy Assistance Program: <ul style="list-style-type: none"> • In-person appointments may begin. • Transmittals may be sent to utility vendors. • Applicant Notification letters may be sent to clients.
December 1, 2022	Start of Moratorium Protection.
March 15, 2023	End of Moratorium Protection at 11:59pm.
May 15, 2023	End of EAP application period at 5:00pm Eastern time.
May 30, 2023	All incomplete EAP applications must be fully processed.
June 10, 2023	Last day to submit transmittals.
June 24, 2023	All vendors must be fully reconciled.

Standard turnaround times routinely used within EAP:

Response Requirement to Applicant	Turnaround Time
Life Threatening Crisis Mitigation	18 Hours
Crisis Mitigation	48 Hours
Process time for face-to face appointments, notify of approval or denial.	14 calendar days
Denial of incomplete application.	
Applicant written appeal to LSP	30 calendar days
LSP written appeal response to applicant/client.	14 calendar days
Maximum time period to notify mail-in or online applicants of eligibility determination. (Processing time does not start until November 1 for early at-risk applicants.)	55 calendar days
Maximum time period before an application must be denied (Applicants must submit new application 55 days after initial application date).	

Minimum time period before a denied applicant may submit a new application for assistance.	
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Section 2: Roles and Responsibilities

2.1 Your Partners

The Energy Assistance Program is not successful without its many partnerships and program participants. The program relies on strong partnerships to be effective and impactful on the families that it serves. It is crucial that each entity understands the importance of partnership and works together as one to meet the needs of low-income families across Indiana.

2.2 Indiana Housing and Community Development Authority (IHCDA)

The Indiana Housing and Community Development Authority is a state agency that administers the LIHEAP block grant and manages the Energy Assistance Program. IHCDA does the following:

- Receives federal funds to administer Indiana’s Energy Assistance Program.
- Subgrants federal funds to a network of subgrantee organizations or Local Service Providers (LSPs) that administer the program on a local level.
- Develops a statewide program manual based on state and federal legislature.
- Provides program guidance to vendors and LSPs when needed.
- Oversees program compliance and administration through contracts and monitoring.
- Processes all financial claims and return of funds.
- Allocates, reallocates, and deallocates funds to LSPs.

IHCDA does not directly accept or process applications, nor is IHCDA the client contact for questions or information about the program or any specific application.

2.3 Local Service Providers (LSPs)

Local Service Providers are community-based organizations that are designated by federal regulation and under contract with the IHCDA as the local agencies administering the Energy Assistance Program. It is vital that vendors and LSPs have a strong, communicative relationship with one another. The vendors primarily communicate with the LSPs. Local service providers do the following:

- Provide services that encourage and enable households to reduce their home energy needs. These services include counseling, needs assessments, assistance with energy vendors.

- Provide Energy Education to participants.
- Determine EAP participant eligibility.
- Responsible for timely submission of payment transmittals to Utility vendors.
- Communicate with Utility vendors.
- Provide fiscal and statistical information to IHCD.

2.4 EAP Participant

The EAP Participant is a very important aspect to the Energy Assistance Program. Participants are low-income families or individuals who have an income at or below 60% of the State Medium Income. The goal of EAP is to reduce the energy burden, defined as the percentage of a household's annual income spent on the costs associated with home energy, for those participants who meet eligibility criteria for the program. There is a requirement within the program that all participants are treated fairly and equally.

EAP participants are also expected to follow all regulations and policies that the program holds. Failure to do so will result in termination from the program and/or program ineligibility in the future and may require a return of received benefits.

2.5 Other State Agencies

The Indiana Office of Utility Consumer Counselor (OUCC) is the state agency representing ratepayer interests in cases before state and federal utility regulatory commissions

The Indiana Utility Regulatory Commission (IURC) oversees ratepayer cases. They create and maintain a specific set of policies on service disconnection and other aspects of utility service that are important for the Energy Assistance Program's success.

It is crucial that regulated and unregulated vendors are aware of the OUCC's and the IURC's roles in EAP and understand what responsibilities are asked of them as utility service providers. If a vendor is unaware of how the OUCC or the IURC affects their duties as a utility service provider please visit the OUCC/IURC websites at <https://www.in.gov/oucc/> and <https://www.in.gov/iurc/> for more information.

2.6 Memorandum of Agreement (MOA)

All utility vendors must complete a Memorandum of agreement (MOA) with IHCD every 2 years. The current MOAs took effect on October 01, 2021 and will expire on September 30, 2023. This is a written agreement between IHCD and the vendor. The documents must be completed in their entirety and require payment information. Utility vendors cannot be paid if there is no MOA on file. See *Appendix F-Blank MOA Sample*

Indiana state policies on payments require us to complete all payments by Automated Clearing House (ACH) unless specific conditions exist. If a vendor wishes to waive ACH and request payment by physical check, then the appropriate waiver form must be requested by emailing LIHEAP@ihcd.in.gov. The completed waiver request must be accompanied by a written statement from the vendor's area bank and is subject to approval by IHCD's Controller.

IHCDA utilizes Adobe E-Sign for MOA completion. When IHCDA begins to collect contact information from vendors, vendors must specify to whom the MOA should be sent as well as who will be signing the MOA. If the MOA is being sent to more than one person, the vendor must indicate which person(s) will sign or complete each section to streamline this process and avoid complications.

IHCDA facilitates the MOA process by sending previous utility vendors an updated copy of the MOA prior to the start of every other new program year. The LSP should refer potential new utility vendors to contact IHCDA directly in order to facilitate the MOA process for vendors not yet covered under an MOA. Please contact your LSP or IHCDA at LIHEAP@ihcda.in.gov for a copy of the most up to date MOA.

In addition to the MOA, all vendors are required to complete a W-9 tax form. If the vendor receives payments totaling \$600 or more, the vendor will receive an IRS tax form 1099 by January 31, detailing the total amount of payments received from the EAP program if the utility falls into one of the following categories: Individual, Partnership, Limited Liability Company (LLC), Limited Partnership (LP), or Estate.

The MOA has all vendor responsibilities and information on it. Read the whole document thoroughly and please closely review the following points on the MOA:

- Local Service Providers
- Vendor Responsibility for other location(s)
- Energy Consumption Data
- Vendor Monitoring
- Eligibility Determination
- Acceptance of Payment
- Refunds
- Overpayments

As of PY2020, IHCDA no longer enters into MOAs with wood, coal, pellet, and other biofuel vendors. LSPs may choose to enter into direct MOAs with biofuel vendors who deliver to clients in their service areas. Approved EAP clients who heat with one of the above biofuels may choose to receive a voucher to redeem with one of these approved vendors, or they may choose to receive a check for the value of their heating benefit in order to purchase heating fuel on the free market.

2.7 Moratorium

In 1983, the Indiana General Assembly enacted Indiana Code 8 1 2 121 governing the termination of natural gas and electric service without the customer's request. This law states that a utility (municipally-owned, privately-owned, or cooperatively-owned) may not, during the period from December 1 through March 15 of any year, terminate residential utility service to any customer

who is eligible for and who has applied for the Energy Assistance Program. This includes utilities who are electric or gas, including a municipally-owned, privately-owned, or cooperatively-owned utility. The definition of municipally-owned utility means every utility owned or operated by any county, city, or town in Indiana. The text of the moratorium legislation is included in section 5 of this guide.

The language contained in the Indiana Code does not limit moratorium protection based on the method that the utility uses to provide electric or gas service. Therefore, vendors who render service using limiters, meters, and prepaid services must provide moratorium protection to EAP clients as prescribed in by law and reiterated in the EAP memoranda of agreement.

Any household who has qualified for EAP on or after October 1 cannot have its service disconnected between December 1 and March 15. Utilities **may not** disconnect service to EAP recipients during this timeframe if:

- The customer has submitted a complete application and has been determined eligible by the local LSP or their subcontractor.
- The customer has submitted a complete application and a staff person at the LSP is determining eligibility (submitting an application makes a household eligible for the moratorium). If the LSP does not have sufficient resources to conduct an immediate eligibility review, then the household is still protected until eligibility can be determined. The LSP must promptly contact the utility vendor to confirm that the applicant has submitted an application and is covered under moratorium in order for this protection to be extended. If the client is found to be ineligible, the LSP must notify the utility provider as soon as possible. **If an applicant was denied and submits an appeal, the moratorium protection is reinstated while the appeal is being considered.**
- The household has an account in good standing, which is defined as not in disconnect status on December 1.
- The customer has furnished proof to the utility provider of their application to receive Energy Assistance, or the local LSP has notified the utility in writing.

Once the household has submitted an application and has been deemed or is being deemed eligible for the EAP benefit, the client is protected under the moratorium, whether a benefit has been received or not. If an applicant household is determined to be ineligible for the program, this protection will end immediately. Ineligibility must be communicated to the vendor by the LSP and noted in the statewide database. The LSP is never required to make a pledge to the utility for the moratorium protections to begin.

See Communicating Moratorium Protection section for additional guidance.

In the event that a Local Service Provider runs out of funding during the moratorium, then all clients deemed eligible will be placed in a hold status. A report of clients entered into hold status will be submitted to the utility vendors to ensure moratorium protection. Once funding is available, clients on the hold status report will be approved, and the vendors will be contacted about EAP benefits. If additional funds are not received prior to March 15, the approved households must still receive protection from disconnection under the moratorium.

Please note that a utility vendor cannot disconnect a moratorium-protected household's electric or heating source if they are behind on the water/wastewater portion of a combined utility bill.

Disconnection Prior to December 1

If a client who has qualified for EAP has a past due bill and that client does not make a payment before December 1, the utility has the right to disconnect that client before December 1, since that client is not yet protected by the moratorium, as long as such disconnection is consistent with its usual policies and practices. If the same client has active service as of December 1, the utility may not disconnect that client until March 15.

Benefit Refusal

A utility vendor may refuse an EAP benefit at any time during the heating season. **Benefit refusal does not prevent moratorium protection.** A client who has submitted a complete application and is having their eligibility determined or has been deemed EAP eligible and has active service on December 1 will receive moratorium protection through March 15.

Landlord/Tenant Agreements and Moratorium Protection

Circumstances may arise where landlords and tenants must create a utility payment arrangement to ensure that the utility bills are paid on time.

If the utility is listed in the landlord's name, but the client has breached payment agreement with the landlord, the landlord may request service disconnection during the moratorium period. Though the client was deemed eligible for EAP assistance, the landlord is the customer of record on the utility bill.

If the Utility is listed in the client's name, but the landlord has breached the payment agreement, then the client is protected under moratorium because the client is the customer of record on the utility bill.

Disconnection during Moratorium

Regulations allow utilities to disconnect service for a customer otherwise covered under the moratorium in the following circumstances:

- If a condition dangerous or hazardous to life, physical safety, or property exists.
- Upon order by any court, the Indiana Utility Regulatory Commission (IURC), or other duly authorized public authority.
- If fraudulent or unauthorized use of electricity or gas is detected, and the utility has reasonable grounds to believe the affected customer is responsible for such abuse.
- If the utility's regulating or measuring equipment has been tampered with and the utility has reasonable grounds to believe that the affected customer is responsible for such tampering.
- Death of the single household customer (moratorium applies to the individuals in the household, not the physical location).

2.8 Federal Requirements

There are Federal Requirements that must be followed throughout all vendors and agencies. This includes but is not limited to Crisis Mitigation and Vendor Monitoring. Vendors must be aware of all requirements and cooperate with IHCD and other partners to fulfill all federal requirements.

2.9 Crisis Mitigation

The federal LIHEAP statute (See *Section 5.7-LIHEAP Statute*) requires a timely and effective energy crisis intervention program for households in need of immediate assistance.

If an LSP calls a utility vendor and notifies them that a participant is in a crisis situation and has an appointment with their LSP, the vendor must keep in communication with the LSP and the participant until the crisis is alleviated. The vendor should first look to see if there can be any delay in disconnect of services or review EAP policies in order to find a solution to the given circumstance. The vendor should work closely with the LSP and the participant to resolve the situation.

If a client calls their utility vendor and notifies them that they are in a crisis situation, the utility vendor should tell the client to first contact their LSP and make an appointment with them, or direct them to the online application portal or 2-1-1 to submit an application. If the client has already made an appointment or submitted an application, then the vendor must work with both the client and the LSP to alleviate the situation.

If the vendor fails to comply with crisis mitigation policy, then IHCD reserves the right to withhold payment to the vendor and directly distribute the benefit to the participant. The vendor will still have responsibility under Indiana law to provide moratorium protection.

Life-Threatening and Non-Life Threatening Crisis

Life-Threatening and Non-Life Threatening Crisis has been defined below for reference for when a crisis situation arises.

Life-Threatening Crisis: A LIHEAP-eligible life-threatening crisis must be alleviated within eighteen (18) hours from the initial communication of the crisis situation to the LSP or vendor. An applicant household is considered to be in a life-threatening crisis situation when either the heating and/or electric is currently shut off or disconnected, or the household's bulk fuel heating source is completely out of fuel, **and** the household qualifies as an at-risk household, there is a documented medical need with an extreme safety concern, or there is a need for a propane tank safety inspection.

Non-Life-Threatening Crisis: A LIHEAP-eligible crisis situation is an energy emergency when there is a potential shut-off or depletion of the energy sources and is not considered a life-threatening crisis situation. Non-life threatening crisis situations must be addressed with a mitigating action within forty-eight (48) hours from the time of the initial communication of the crisis situation to the LSP or vendor. For non-bulk utilities, a household will be considered to be in crisis if it has received a current Notice of Disconnection on residence primary heating sources, such

as the electric or natural gas utilities, but not yet disconnected. This also applies to an electric utility required to power a furnace or thermostat in order to heat with another fuel type. For applicant households that have a prepaid electric utility account, a household will be considered to be in crisis if they are within ten (10) days of running out of funds in their account based on current daily usage for the past thirty (30) days.

For bulk fuel utilities, a household will be considered to be in crisis if its propane or fuel oil tank is at or below 25% full. If an applicant household heats using wood, corn, pellets, coal, or other biofuel, it will be defined as in crisis if it is within ten (10) days of running out of its current supply of heating fuel.

Payment/Budget Plans

Encouraging payment or budget plans for EAP participants is strongly recommended when trying to prevent and alleviate crisis situations. This could be considered a mitigating strategy. If an LSP or client notifies a vendor of a crisis, the vendor should suggest a potential payment plan that is ready for implementation for the participant to use in the future.

Clients with regulated utilities on a budget billing plan are at less of a risk for crisis because the monthly utility bill is being maintained by a pre-arranged payment plan. Clients with unregulated utilities who have a negotiated payment plan are at less of a risk for crisis because the payment plan should ensure that clients receive bulk fuel deliveries on an automated schedule, as opposed to calling when the tank is low.

2.10 Vendor Monitoring

Energy utility vendor participation is essential to the efficient operation and the overall success of the Energy Assistance Program (EAP). Energy vendors have a critical role in assuring accurate benefits are provided to all EAP clients so that funds may be used to alleviate their home heating needs. Proper oversight of LIHEAP funds is part of the State's responsibility as the accountable party for State and Federal policies, procedures, and laws. Conducting reviews with energy utility vendors is a component of this process, addressed in the Memorandum of Agreement, to ensure program quality and integrity. This assessment is different from the performance measures information that your company may be required to supply.

IHCDA shall perform Vendor monitoring and review records that relate to the EAP Program, including but not limited to, verification of benefit being applied to client accounts, timely return of EAP funds due to overpayments or client no longer having an open account and Vendor's compliance with moratorium requirements. Vendor shall cooperate with any IHCDA request and supply requested documentation within 30 (thirty) days.

2.11 State Requirements

Each state has its own unique set of requirements for EAP in conjunction with Federal requirements. It is imperative that all these regulations and policies are followed as stated in section 2.7 of the guide.

Section 3: Administration Process

3.1 Utility Account Format

It is necessary for vendors to communicate their required utility account number format to the LSPs. The intent is to ensure that the account number format on all transmittals match what is in the vendor database. This is especially beneficial for vendors that receive transmittals from more than one LSP.

For bulk fuel vendors it is necessary to provide the client with an itemized bill or account statement which includes the client's name, delivery address, account number, and amount owed. This will help with better reporting and fewer errors on behalf of the LSP.

3.2 Unallowable Expenses

EAP payments may not be applied to the following expenses:

- Business or commercial accounts.
- Deposit fees.
- Unsafe heating devices such as portable heating devices, stoves, etc.
- Past-due bulk fuel bills (unless payment of the past due bill prevents an immediate crisis delivery to the household).
- Setting an LP tank.
- Water or sewage bill.
- Direct rent payments.
- Tampering charges (diversion/illegal usage).
- Appliance payments, appliance service programs charged to the utility bills.
- Charges for optional services not directly related to energy consumption or delivery, such as warranty and insurance plans.
- Any expenses not directly related to residential energy consumption or delivery.

3.3 Continuation of Services

EAP is required to provide a "continuation of services". A vendor may not accept EAP funds for a closed or inactive account and apply them to an outstanding amount owed, unless the account will be restored. If an LSP pledges funds outside of moratorium and the pledge is insufficient for preventing disconnection or restoration of services, the LSP is to be advised of this and the additional amount needed to maintain or restore service is to be communicated.

3.4 Maximum Credit

If an eligible household has a credit balance on the unregulated utilities (bulk fuel) in excess of \$750 at the time of the application, that utility will not be eligible for assistance until the credit balance is under \$750. Once the credit balance is under \$750, the client can come back and request the benefit if he or she meets the other program requirements.

If an eligible household has a credit balance on the regulated utilities in excess of \$500 at the time of the application, that utility will not be eligible for assistance until the credit balance is under \$500. Once the credit balance is under \$500, the client can come back and request the benefit if he or she meets the other program requirements.

3.5 Transmittals

EAP transmittals notify the vendor that a household is approved for a certain benefit amount. The transmittal and the EAP claim submission are automatically created in the statewide database. All EAP claims are to be remitted to utility vendors via transmittals within fourteen (14) calendar days from their approval date. Upon review and approval by utility vendors, transmittals are to be submitted to IHCD for payment within seven (7) calendar days of receipt. All LSPs are strongly encouraged to adhere to a weekly schedule for submission of transmittals both to vendors and to IHCD. This is because it is particularly important to have timely transmissions for EAP. In addition, certain programs, such as the Universal Service Program, provide a discount for EAP clients that only take effect once the transmittal is finalized, so timely submission of transmittals will maximize these benefits.

The transmittal must be sent to the vendor by electronic transmission (email). IHCD no longer allows transmittals to be sent by post mail or fax unless those are the only methods the vendor is capable of accepting. LSPs must make an effort with each vendor to be able to use email to submit transmittals.

Transmittal Process:

EAP transmittals are generated by the LSP and sent to the vendor for review. LSPs must not provide sensitive information on the transmittal, such as the applicant's full or partial Social Security Number. If the vendor needs additional information, he or she must contact the applicant directly.

The vendor identifies any errors or changes. The returned transmittal from the vendor to the LSP should include:

- The approved or modified transmittal;
- The vendor signature page for electronic submission. Original or electronic signatures are not necessary on electronic transmittals.

The vendor signature on the EAP transmittal certifies that the vendor has acknowledged the EAP enrollment and credited or will credit the account (for regulated utilities) or delivered the fuel (unregulated). This will protect households with regulated utilities under the provision of the moratorium on disconnection from December 1st through March 15th.

LSP staff update information on the transmittal and update the client's case in the statewide database.

Once the LSP makes corrections in the statewide database, the claim is submitted to IHCD via statewide database. The LSP should submit claims within seven (7) calendar days of receipt of the signed transmittal.

- Once the transmittal has been submitted to IHCD Online, no changes can be made. The LSP will need to send an overpayment remittance to make corrections. Quality assurance adjustments regarding household eligibility or benefit adjustment should be indicated in the statewide database.
- Utility vendors should anticipate transmittals for eligible clients no earlier than the first business day in November.
- Payment is processed in IHCD Online. IHCD is allowed 30 calendar days to process claims. The preferred method of payment is automatic clearinghouse (ACH), also known as direct deposit. Vendors may, however, request to receive paper checks.

Negative Transmittals

Any overpayments found during the internal QA process must be corrected in the statewide database. If a payment is due from the utility vendor for this purpose, the negative benefit should be recorded. When the negative transmittal is run, the LSP must send to the vendor as normal. The LSP may not submit the negative transmittal to fiscal until the signature sheet is returned. If the vendor has not returned the sheet or the error is caught outside of the QA timeframe, the negative transmittal must be accompanied by a check from the LSP using unrestricted funds.

3.6 Refunds

A refund occurs when an EAP benefit was paid, but the account was closed and left a credit. The vendor must return these funds to IHCD within sixty (60) days of the account being closed. The vendor must issue a check to IHCD in the amount of the over-payment and include the following information:

- Name of the Local Service Provider.
- Client's name.
- Client's account number.
- Original Transmittal number.
- Purpose of the check (Refund).

IHCD will be providing a ledger form this year to facilitate refunds and overpayment. This form captures the required information. Vendors are strongly encouraged to return a copy of this ledger with all refund or overpayment checks, as this will be the easiest way to document the refund and ensure all necessary information is provided.

3.7 Overpayments

An overpayment occurs when an EAP benefit is awarded that exceeds the amount the applicant household qualified for, or when an EAP benefit is awarded to a household that does not meet qualification criteria. The Local Service Provider must identify overpayments and notify the Vendor of the overpayment within sixty (60) days of the initial benefit award determination.

The Local Service Provider will submit an overpayment remittance (formerly referred to as a negative transmittal) to the Vendor as notification of the excess amount to be recovered. The Vendor shall return these funds to IHCDA within thirty (30) days of receipt of this notice. The Vendor may reverse the credits on the client account up to the amount of the required overpayment. The Vendor shall issue a check to IHCDA in the amount of the overpayment along with the following information:

- Name of the Local Service Provider.
- Client's name.
- Client's account number.
- Original transmittal number.
- Purpose of the check (overpayment)

Overpayments must be submitted on separate checks from refunds.

The Vendor should include the Overpayment Remittance Form received from the Local Service Provider. Additionally, available on the IHCDA Program Partners site is the Utility Vendor Overpayment/Refund Summary Spreadsheet. This form captures the required information. Vendors are strongly encouraged to return a copy of this ledger with all refund or overpayment checks in addition to the Overpayment Remittance Form.

3.8 Energy Benefit Transfer

Energy Benefit Transfers occur when a client moves and ends service with one utility vendor to switch to another utility vendor. The client completes a form to request their funds be transferred. This form is processed through the local service provider and IHCDA.

If a client moves within the same service area or closes one account and reopens with the same vendor, the client's benefit does not need to be sent back to IHCDA. However, if the client's account has been closed for more than 60 days, please send the client's benefit back to IHCDA. On the check you are sending back to IHCDA, please be sure to include the following:

- Client name
- Amount of the check that is for that specific client
- What it is for (EBTR)

If a client calls you as their utility vendor asking about a benefit transfer or how to get their benefit from a closed account, you may refer them to contact their Local Service Provider. Please make sure to provide the client and/or the local service provider with the amount of the benefit transfer, when it was/will be sent to IHCDA, as well as a check number if it has been sent. When you refund the credit to IHCDA, indicate that the customer's refund is part of an Energy Benefit Transfer on the Utility Vendor Overpayment/Refund Summary.

3.9 Payments Applied to Closed Accounts

The purpose of LIHEAP benefits is to provide restoration or continuation of services (see 3.3); therefore, EAP funds cannot be applied to outstanding balances left behind on closed or inactive accounts, or to accounts that are already scheduled for disconnection at the customer's request. If an LSP calls in a pledge or sends a transmittal for an account that is inactive, finalled, closed, or otherwise not providing active service, the vendor must decline the benefit and remove the claim from the transmittal prior to approving the transmittal. If an applicant account is closed after the transmittal was approved but prior to receiving funds from IHCD, the vendor may apply the benefit to any outstanding balance the account holder may owe prior to refunding the outstanding benefit balance to IHCD as described in 3.6.

Section 4: Common Questions and Answers

General

Q: Define regulated versus unregulated utility vendor.

A: Vendors who are classified as municipally owned, privately owned, or cooperatively owned are considered regulated utilities under the Low Income Home Energy Assistance Program. Non-regulated utilities, are vendors who provide fuel oil, LP gas, coal, wood, kerosene or pellets.

Q: Are propane companies regulated if they are a cooperative and required to follow moratorium protection?

A: Yes. Please visit the IURC website at <https://www.in.gov/iurc/> for more information on how to find out if your company is considered to be regulated or not.

Q: Who is regulated by the IURC?

A: The Indiana Utilities Regulatory Commission oversees more than 600 electric, natural gas, steam, water, and wastewater utilities that operate in Indiana, including investor-owned, municipal, not-for-profit, or cooperative utilities. For more information, Please refer to the IURC Utility Guide pages 25-28. The guide is available on the IURC website at <https://www.in.gov/iurc/>.

Q: Who do I contact if I have questions?

A: Please contact your Local Service Provider (LSP). A complete list of LSPs contacts can be found in *Appendix B-LSP General Contact Info*.

Q: Do we need to submit more than one Memorandum of Agreement, if we work with more than one LSP?

A: No, you do not have to submit more than one Memorandum of Agreement if you work with more than one LSP.

Q: What is Utility Vendor Monitoring?

A: Energy utility vendor participation is essential to the efficient operation and the overall success of the Energy Assistance Program (EAP). Energy vendors have a critical role in assuring accurate benefits are provided to all EAP clients so that funds may be used to alleviate their home heating needs. Proper oversight of LIHEAP funds is part of the States' responsibility as the accountable party for State and Federal policies, procedures, and laws. Conducting reviews with energy utility vendors is a component of this process, addressed in the Memorandum of Agreement, to ensure program quality and integrity. This assessment is different from the performance measures information that your company may be required to supply.

IHCDA shall perform Vendor monitoring and review records that relate to the EAP Program, including but not limited to, verification of benefit being applied to client accounts, timely return of EAP funds due to overpayments or client no longer having an open account and Vendor's compliance with moratorium requirements. Vendor shall cooperate with any IHCDA request and supply requested documentation within 30 (thirty) days.

Moratorium

Q: When does moratorium officially begin and end?

A: Under Indiana Code 8-1-2-121, moratorium officially begins on December 1 and ends on March 15.

Q: Can a vendor refuse to establish a payment arrangement during the month of November, if it knows a client will fall under the moratorium as of 12/1?

A: A utility vendor may refuse an EAP benefit at any time during the heating season. Benefit refusal does not prevent moratorium protection. A client who has submitted a complete application and is being deemed or has been deemed EAP eligible and has active service December 1 will receive moratorium protection through March 15.

Q: Can Limited and Metered customers be disconnected during moratorium?

A: Pursuant to IC 8-1-2-121, between December 1 and March 15 of any year, EAP clients are protected from disconnection or termination of their residential gas or electric service by a municipally owned, privately owned, or cooperatively owned utility, as stated in Section 16. Vendors who are classified as municipally owned, privately owned, or cooperatively owned are considered "regulated utilities" under the Low Income Home Energy Assistance Program. The language contained in the Indiana Code does not limit moratorium protection based on the method that the regulated utility uses to provide electric or gas service. Therefore, if the Vendor

renders services using limiters, meters or prepaid services it still must provide moratorium protection to EAP clients as prescribed in IC 8-1-2-121 and this MOA. See guidance from IURC dated November 19, 2014.

Q: Can limiters still be used during the moratorium period to limit energy consumed, as long as the customer is not disconnected?

A: Vendors using limiters, meters and prepaid services must provide moratorium protection to EAP clients. Vendors may impose daily or other limits to clients wherein a brief interruption of service is used to notify a client they are nearing or over the maximum usage. However, an interruption in service longer than thirty minutes may be a breach of Indiana Code: 8-1-2-121.

Data Consumption

Q: Why does IHCD require consumption data?

A: HHS mandates a report (“Performance Measures”) to see how targeted the matrix is for clients with the highest energy burden. HHS requires IHCD to contact the largest vendors, based on LIHEAP funds received, by fuel type. With the cost data from vendors, IHCD looks at clients’ income, energy costs, and EAP benefits to see if those with the highest energy burden receive the highest benefit, as is mandated in the LIHEAP statute. IHCD uses the findings in the report to adapt the benefit matrix for the coming program year.

Q: What “year” should the utility vendor provide if consumption data is requested?

A: HHS mandates that at least a portion of the year be in the applicable program year (October 1 through September 30). IHCD tries to request the data in the summer months, before the end of the current program year. As such, if the data only covers a few weeks of that time period, it is sufficient. If calendar year is the easiest for the system, the previous calendar year should be used.

Suspected Fraud

Q: What does the Utility Vendor do if it suspects fraud from an EAP participant?

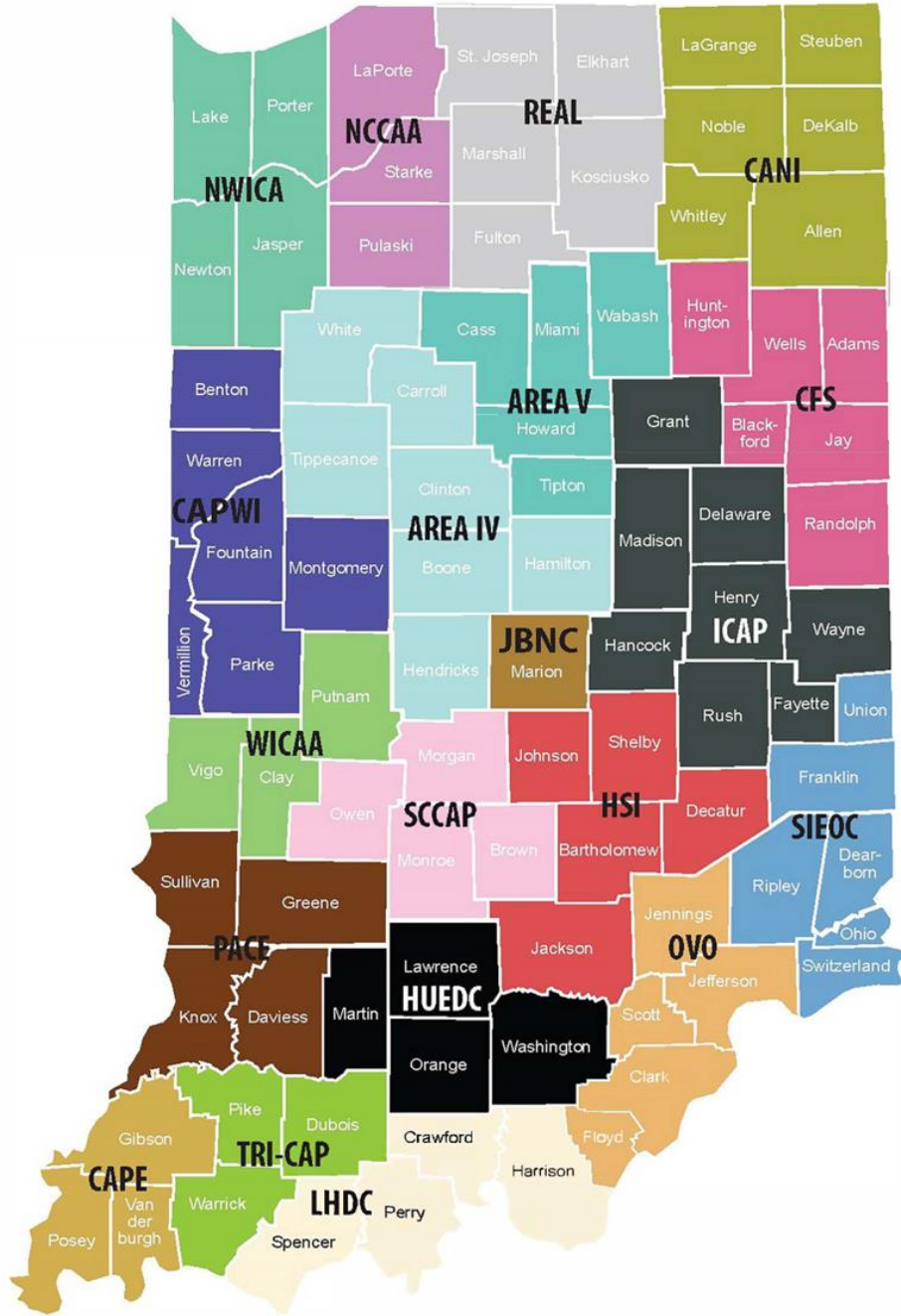
A: If a vendor suspects fraud from an EAP participant, immediately contact your Local Service Provider.

Q: What does the Utility Vendor do if it suspects fraud from a Local Service Provider?

A: If a vendor suspects fraud from a Local Service Provider, immediately contact the IHCDA Community Programs Manager by email at LIHEAP@ihcda.IN.gov.

Section 5: Appendix

5.1 LSP Territory Map



5.2 LSP General Contact Info

LOCAL SERVICE PROVIDER	ADDRESS	COUNTIES SERVED	PHONE
AREA IV	Area IV Agency on Aging and Community Action Programs, Inc. 60 N. 36th St., PO Box 4727 Lafayette, IN 47903-4727	Boone Carroll Clinton Hamilton Hendricks Tippecanoe White	765-447-7683, 800-382-7556
AREA FIVE	Area Five Agency on Aging and Community Services, Inc. 1801 Smith St. Logansport, IN 46947	Cass Howard Miami Tipton Wabash	574-722-4451, 800-654-9421
CANI	Community Action of Northeast Indiana, Inc.(Brightpoint) 227 E. Washington Blvd. PO Box 10570 Fort Wayne, IN 46802	Allen DeKalb LaGrange Noble Whitley Steuben	800-589-3506
CAPE	Community Action Program of Evansville and Vanderburgh County, Inc. 401 E 6th St. Ste. 001 Evansville, IN 47713	Posey Gibson Vanderburgh	812-425-4241
CFS	Community & Family Services, Inc. 1205 N Meridian Street Portland, IN 47371	Adams Blackford Huntington Jay Randolph Wells	260-726-9318

LOCAL SERVICE PROVIDER	ADDRESS	COUNTIES SERVED	PHONE
CAPWI	Community Action Program, Inc of Western Indiana. 418 Washington St., P.O. Box 188 Covington, IN 47932-0188	Benton Fountain Montgomery Parke Vermillion Warren	765-793-4881
HUEDC	Hoosier Uplands Economic Development Corporation 500 West Main Street Mitchell, IN 47446	Lawrence Martin Orange Washington	812-849-4457
HSI	Human Services, Inc. 4355 E CR 600 N Columbus, IN 47203	Bartholomew Decatur Jackson Johnson Shelby	812-372-8407
ICAP	Interlocal Community Action Program, Inc. 615 W. State Rd. 38 PO Box 449 New Castle, IN 47362-0449	Delaware Fayette Grant Hancock Henry Madison Rush Wayne	765-529-4403
LHDC	Lincoln Hills Development Corporation 302 Main St. Tell City, IN 47586-0336	Crawford Harrison Perry Spencer	800-457-1435

LOCAL SERVICE PROVIDER	ADDRESS	COUNTIES SERVED	PHONE
JBNC	John H. Boner Neighborhood Centers 2236 E. 10th St. Indianapolis, In 46201	Marion	317-223-0945
NCCAA	North Central Community Action Agencies, Inc. 301 E. 8th Street, Suite 107 Michigan City, IN 46360	LaPorte Pulaski Starke	219-872-1201
NWICA	Northwest Indiana Community Action Corporation 5240 Fountain Drive Crown Point, IN 46307	Jasper Lake Newton Porter	219-794-1829
OVO	Ohio Valley Opportunities, Inc. 421 Walnut Street Madison, IN 47250-0625	Clark Floyd Jefferson Jennings Scott	812-265-5858
PACE	PACE Community Action, Inc. 525 N. 4th St. Vincennes, IN 47591-0687	Daviess Greene Knox Sullivan	812-882-7927
REAL	REAL Services, Inc. 1151 S. Michigan St., South Bend, IN 46634	Elkhart Fulton Kosciusko Marshall St. Joseph	574-232-6501 800-225-3367
SCCAP	South Central Community Action Program, Inc. 1500 W. 15th Street Bloomington, IN 47404	Brown Monroe Morgan Owen	812-339-3447

LOCAL SERVICE PROVIDER	ADDRESS	COUNTIES SERVED	PHONE
SIEOC	<i>Southeastern Indiana Economic Opportunity Corporation</i> 110 Importing St., PO Box 240 Aurora, IN 47001-0240	Dearborn Franklin Ohio Ripley Switzerland Union	812-926-1585
Tri-Cap	<i>Dubois-Pike-Warrick Economic Opportunity Committee, Inc.</i> 607 Third Avenue, PO Box 729 Jasper, IN 47547-0729	Dubois Pike Warrick	812-482-2233
WICAA	<i>Western Indiana Community Action Agency, Inc.</i> 705 S. 5 th Street, PO Box 1018 Terre Haute, IN 47807	Clay Putnam Vigo	812-232-1264

5.3 State Moratorium Language

INDIANA UTILITY DISCONNECT MORATORIUM -UTILITIES AND TRANSPORTATION - INDIANA CODE 8-1-2-121

Sec. 121. (a) Notwithstanding any other provision of law, from December 1 through March 15 of any year, no electric or gas utility, including a municipally owned, privately owned, or cooperatively owned utility, shall terminate residential electric or gas service for persons who are eligible for and have applied for assistance under IC 4-4-33. The commission shall implement procedures to ensure that electric or gas utility service is continued while eligibility for such persons is being determined.

(b) Any electric or gas utility, including a municipally owned, privately owned, or cooperatively owned utility, shall provide any residential customer whose account is delinquent an opportunity to enter into a reasonable amortization agreement with such company to pay the delinquent account. Such an amortization agreement must provide the customer with adequate opportunity to apply for and receive the benefits of any available public assistance program. An amortization agreement is subject to amendment on the customer's request if there is a change in the customer's financial circumstances.

(c) The commission may establish a reasonable rate of interest which a utility may charge on the unpaid balance of a customer's delinquent bill that may not exceed the rate established by the commission under section 34.5 of this chapter.

(d) The commission shall adopt rules under IC 4-22-2 to carry out the provisions of this section.

(e) This section does not prohibit an electric or gas utility from terminating residential utility service upon a request of a customer or under the following circumstances:

1. If a condition dangerous or hazardous to life, physical safety, or property exists.

2. Upon order by any court, the commission, or other duly authorized public authority.

3. If fraudulent or unauthorized use of electricity or gas is detected, and the utility has reasonable grounds to believe the affected customer is responsible for such use.

4. If the utility's regulating or measuring equipment has been tampered with and the utility has reasonable grounds to believe that the affected customer is responsible for such tampering. As added by P.L.43-1983, SEC.10. Amended by P.L.41-1987, SEC.6; P.L.2-1992, SEC.78; P.L.181-2006, SEC.48

5.4 Current MOA

ENERGY ASSISTANCE PROGRAM MEMORANDUM OF AGREEMENT

*This Memorandum of Agreement (“MOA”) entered into by and between the **Indiana Housing and Community Development Authority (“IHCD”) and (“Vendor”) is effective as of October 1, 2021.***

RECITALS

WHEREAS, IHCD administers the Energy Assistance and Leveraging Incentive Programs (“EAP”) pursuant to the federal Low-Income Home Energy Assistance Act, 42 U.S.C. § 8621 et seq.; 45 C.F.R. § 96.80, and the Leveraging Incentive Program contained in the Low-Income Home Energy Assistance Act, 42 U.S.C. § 8626a; and

WHEREAS, Vendor provides heat and/ or utility service(s) (the “Services”) to residents of the State of Indiana served by the Local Service Providers that are listed in “Attachment A”; and;

WHEREAS, Vendor desires to provide the Services in connection with EAP; and

WHEREAS, Vendor and IHCD desire to set forth their mutual understandings related to Vendor providing Services for individuals participating in EAP.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

- 1) Term.** This MOA is valid for a two-year term (October 1, 2021 through September 30, 2023).
- 2) Local Service Providers.** Vendor acknowledges that IHCD contracts with Local Service Providers to administer EAP and that the Local Service Provider will notify Vendor of client EAP eligibility and provide Vendor with the documents necessary to submit claims for payment under EAP (called the “Pledge”). Vendor shall follow the processes set forth by the Local Service Provider, and shall submit all such required documents to the Local Service Provider.
- 3) Vendor Responsibility for other location(s).** (A location(s) is a company that is owned or controlled by the Vendor, for which the Vendor is normally referred to as the

parent company, parent, or holding company for that location). The Vendor understands that if it is a parent company it will be considered the fiscal agent for other location(s) that meet the criteria set forth above. Therefore, the Vendor must assume primary responsibility for the receipt and distribution of payments under this MOA to any location(s) identified in “**Attachment B,**” attached to this MOA, and made a part hereof. Accordingly, the Vendor will be required to identify all other location(s) under its umbrella structure that will be providing Services in **Attachment B**, if and only if the deposit information and W-9 are the same for all locations. Separate MOAs must be completed for each location if the deposit information and/or W-9 differ from the Vendor’s information. The Vendor will be liable for the obligations of its other location(s) under this MOA. Therefore, the Vendor must approve financial transactions and request that payments associated with the Services provided under this MOA be distributed to a centralized location. The W9 and the payment method must be the same for each location under the Vendor’s umbrella.

If any location under the Vendor’s fiscal umbrella is sold or discontinues using the Vendor as its fiscal agent, then both the other location and the Vendor must immediately notify IHCDCA of this change. The other location must execute its own MOA and become a primary vendor and fiscal agent for EAP funds. The Vendor must update its Attachment B and execute an updated MOA that reflects this change. This is required each time this type of change occurs so that payments can be deposited into the proper bank account.

If the Vendor acquires a new location(s), then the Vendor must update Attachment B and execute an amended MOA to include the new company, each time this type of change occurs so that payments can be deposited into the proper bank account.

- 4) Client Confidentiality.** The Vendor acknowledges that the Services to be performed by the Vendor pursuant to this MOA may require or allow access to data, materials, and information containing Social Security numbers or other personal information or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Vendor agrees to comply with the provisions of IC 4-1-10 and IC 4-1-11 regarding the release of Social Security number provisions and the notice of security breach. The Vendor agrees that notwithstanding this section, Sections 5) Cooperation, 7) Energy Consumption Data (also known as Performance Measures), and 8 Vendor Monitoring are mandatory.
- 5) Cooperation.** The Vendor will cooperate with IHCDCA and the Local Service Provider by making available the following information regarding EAP clients/applicants: energy consumption and cost data, payment frequency, disconnection prevention, restoration of Services and arrearage amounts, account status and other data related to EAP, including but not limited to client billing statements. IHCDCA and the Local Service Provider have obtained consent from the client/applicant to receive this

information. This information will be used to report performance measures, which is a federally required report. IHCDCA will also use this information for Vendor monitoring, which is a federally required activity.

- 6) Breach of Contract.** Failure to comply with any directive or request outlined in this MOA may result in the IHCDCA determining the Vendor is in breach of this MOA. Vendor will have 30 days to remedy any breach of this MOA. Failure to correct, to IHCDCA's satisfaction, any breach of this MOA will result in payments to Vendor being suspended. In lieu of payments to the Vendor, utility benefit payments will be sent directly to EAP clients. EAP clients will still be protected by moratorium protections and may not have their service terminated during the moratorium period.

If Vendor is making a good faith effort to remedy any breach of this MOA, but has not successfully cured the breach within 30 days, IHCDCA may at its sole discretion approve an extension to the 30 day period.

- 7) Energy Consumption Data (Also Known as Performance Measures).** The Vendor agrees to make available to IHCDCA energy consumption data and billing information for EAP clients for a period of the previous twelve (12) consecutive months of usage (This data includes all required client payments, such as monthly service charge, usage charge, and taxes. However, expenditures should exclude optional charges such as appliance repair contracts, equipment purchases, and other special Services), upon request and at no charge. To "make available" means to provide data through a data transfer or a secure web portal within 60 (sixty) days of request. IHCDCA has obtained consent from the client to receive this information. This information will be used to report performance measures.

- 8) Vendor Monitoring.** IHCDCA shall perform Vendor monitoring and review records that relate to the EAP Program, including but not limited to, verification of benefit being applied to client accounts, timely return of EAP funds due to overpayments or client no longer having an open account, and Vendor's compliance with moratorium requirements. Vendor shall cooperate with any IHCDCA request and supply requested documentation within 30 (thirty) days of initial request. Vendor monitoring is required as part of the LIHEAP Block Grant.

- 9) Eligibility Determination.** The Local Service Provider will send a transmittal (or batch of transmittals) to the Vendor for verification of the applicant's name, address, account number, account balance, and service status. The Vendor must validate the information, sign the transmittal, and return to the Local Service Provider promptly for payment. Vendor must remove all inactive accounts from transmittals prior to returning the signed form to the Local Service Provider. The Vendor agrees that a signed transmittal form indicates that all accounts included on the transmittal are active on that date and benefits will be applied to these accounts. A benefit credit must

be applied to the client account upon receipt of the transmittal, *not* upon receipt of actual funds.

10)Acceptance of Payment. All payments shall be made in arrears in conformance with State fiscal policies and procedures, and as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Vendor on “**Attachment C**”, which is attached to this MOA and made a part hereof. In order to be paid by check, a specific waiver form must be approved by the IHCDCA Controller or its designee. The Request for Waiver form is attached to this MOA as “**Attachment D**”, and made available upon request to IHCDCA. Within thirty (30) days of the Local Service Provider’s receipt of the transmittal signed by the Vendor, IHCDCA shall submit to Vendor a single aggregate payment for all individuals in EAP listed on the approved transmittals. IHCDCA will notify Vendors via e-mail upon submission of the ACH payment to Vendor’s account or the submission of the check. Such notifications will only advise the Vendor of the approved transmittals being paid and will not contain full client or account details. It is the Vendor’s responsibility to retain copies of approved transmittals in order to ensure correct accounting of the payments. If the Vendor fails to retain these copies, the Vendor must obtain additional copies from the Local Service Provider. IHCDCA cannot provide a breakdown of individual account details for aggregate payments.

11)Application of Taxes. The client must receive credit for the full amount of its EAP benefit in accordance with Indiana Department of Revenue Guidance issued on April 3, 2013. The Vendor shall not deduct sales taxes from the EAP benefit. Taxes shall be applied to the client’s account.

12)Unallowable Expenses. EAP funds may not be applied to the following types of expenses: deposits, garbage, water/sewer, cable, service plans, repayment of fraud/theft losses, or any other expenses that are not associated with utility service, as noted in IHCDCA’s most recent EAP Manual posted on website: <https://www.in.gov/ihcda/program-partners/energy-assistance-program-eap/>.

13)Payment Disputes. As this MOA exists between the Vendor and IHCDCA, the Vendor shall direct any questions, disputes, or issues regarding payment to IHCDCA, and not to the Local Service Provider nor to the client. Furthermore, because the payment is being issued by IHCDCA, and in accordance with Sections 9 and 10 of this MOA, the Vendor shall not subject the client to any adverse actions due to any delay in IHCDCA issuing EAP payments to the Vendor. This includes, but is not limited to, assessing late fees or interest charges against client accounts and engaging in collection activities against clients for disputed EAP benefit payments.

- 14) Excess Benefit.** If an EAP benefit is awarded in excess of the client's current account balance, the Vendor shall apply the excess credit to the client's account and apply it to the following month(s) as long as the client maintains active service with the Vendor. Excess benefits are not payable as a refund to the client, nor shall they be returned to IHCD or the Local Service Provider unless the client closes the account.
- 15) Refunds.** A refund occurs when an EAP benefit was paid, but the account was closed and left a credit. Any unused EAP funds remaining in a client's account at account closure is not payable directly to the client. The Vendor must return these funds to IHCD within sixty (60) days of the account closing. The Vendor shall issue a check to IHCD in the amount of the refund along with the following information: the name of the Local Service Provider, the client's name, the client's account number and transmittal number. Refunds must be submitted on separate checks from overpayments.
- 16) Overpayments.** An overpayment occurs when an EAP benefit is awarded that exceeds the amount the applicant household qualified for, or when an EAP benefit is awarded to a household that does not meet qualification criteria. The Local Service Provider must identify overpayments and notify the Vendor of the overpayment within sixty (60) days of the initial benefit award determination. The Local Service Provider will submit an overpayment remittance (formerly referred to as a negative transmittal) to the Vendor as notification of the excess amount to be recovered. The Vendor shall return these funds to IHCD within thirty (30) days of receipt of this notice. The Vendor may reverse the credits on the client account up to the amount of the required overpayment. The Vendor shall issue a check to IHCD in the amount of the overpayment along with the following information: the name of the Local Service Provider, the client's name, the client's account number, and the original transmittal number. The Vendor should include the Overpayment Remittance Form. Overpayments must be submitted on separate checks from refunds.
- 17) Non-Discrimination.** Vendor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), the Drug Abuse Prevention and Treatment Amendments of 1978 (21 U.S.C. § 1101 et seq.), the Public Health Service Act of 1944 (42 U.S.C. §§ 290dd through 290dd-2), and all other non-discrimination regulations of the United States Government to ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or denied the benefit of Vendor's services under EAP.
- 18) Equal Treatment.** Vendor shall not treat any household receiving EAP benefits adversely because of such EAP assistance, including but not limited to charging

different or additional fees, costs, rates, or other such charges on the basis of a household's qualification for or receipt of EAP benefits.

19) Moratorium. Pursuant to IC 8-1-2-121, Vendor acknowledges that from December 1st through March 15th of any year, Vendor cannot disconnect residential electric or gas service to any household that, on or after October 1st, is eligible for and has applied for assistance under the EAP program. The Vendor shall implement procedures to ensure that electric or gas utility service is continued while eligibility for such persons is being determined. **A pledge or benefit award is *not* required in order for a qualified household to be protected under moratorium.** A "qualified" household is defined as a household that has submitted a complete application to its Local Service Provider or designee, and a staff person at that agency has determined or is determining that eligibility meets the program requirements. Pursuant to IC 8-1-2-121, the Vendor shall provide any residential customer whose account is delinquent an opportunity to enter into a reasonable amortization agreement with such company to pay the delinquent account. Such an amortization agreement must provide the customer with adequate opportunity to apply for and receive the benefits of any available public assistance program. An amortization agreement is subject to amendment on the customer's request if there is a change in the customer's financial circumstances. The Vendor may not, during the heating season, terminate service to the dwelling because of the failure of the customer to pay his energy or fuel bills until fourteen (14) days after it serves notice upon the customer of its intent to terminate service. Even so, the Vendor cannot disconnect a client before March 15th of any year.

20) Use of Limiters and/or Meters by Vendor.

Pursuant to IC 8-1-2-121, between December 1 and March 15 of any year, EAP clients are protected from disconnection or termination of their residential gas or electric service by a municipally owned, privately owned, or cooperatively owned utility, as stated in Section 19 of this MOA. Vendors who are classified as municipally owned, privately owned, or cooperatively owned are considered "regulated utilities" under the Low Income Home Energy Assistance Program. The language contained in the Indiana Code does not limit moratorium protection based on the method that the regulated utility uses to provide electric or gas service. Therefore, if the Vendor renders services using limiters, meters or prepaid services it still must provide moratorium protection to EAP clients as prescribed in IC 8-1-2-121 and this MOA. See guidance from IURC dated November 19, 2014.

21) Registration with the Indiana Secretary of State. Vendor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

- 22) Fraud.** Vendor must notify the Local Service Provider if it determines that any client has misrepresented information or failed to disclose information pertinent to determining the eligibility of EAP benefits for that client. Such notification may result in the termination and revocation of EAP benefits from the client's account. Also, Vendor must notify IHCDCA immediately if Vendor identifies fraud on the part of the Local Service Provider and/or in the Vendor's own company as it relates to the use of EAP benefits, EAP funding, or the provision of Services.
- 23) Indemnification.** Vendor shall indemnify, defend, and hold harmless IHCDCA, and its employees, agents, and officials, against any and all actions, liabilities, losses, damages, costs, or expenses which they may sustain, incur, or be required to pay by reason of any person suffering bodily injury, death, or property loss or damage as a result of any act or omission of Vendor, or any officer, agent, employee, or subcontractor thereof, in carrying out activities under this Agreement. Vendor shall require any subcontractor to indemnify Vendor and IHCDCA, and their employees, agents, and officials, as part of any subcontract issued pursuant to this Agreement. The IHCDCA shall not provide such indemnification to Vendor. The obligations set forth in this section shall survive the termination or expiration of this Agreement.
- 24) Record Keeping.** Vendor agrees to maintain an adequate accounting system to allow verification and auditing of the amount of Services delivered to eligible households. Records must be retained for three years after the close of each program year. EAP program years begin October 1 and end September 30.
- 25) Choice of Law.** The terms and provisions of this MOA shall be governed by and interpreted under the laws of the State of Indiana and any and all disputes hereunder shall be litigated in courts located in Marion County in the State of Indiana.
- 26) Independent Contractor.** In the performance of this MOA, the parties acknowledge and agree that they are acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The parties will not assume liability for any injury, including death, to any person, or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.
- 27) Amendment.** The terms and provisions of this MOA may be modified only through written amendment executed by the parties hereto.
- 28) IRS Form W-9.** Vendor agrees to complete in full and return to IHCDCA IRS Form W-9 (Request for Taxpayer Identification Number and Certification), the form of which is attached hereto as "Attachment E" and made a part hereof.

29) Local Service Providers. The Vendor provides Services to residents of the State of Indiana served by the Community Action Agencies listed in Attachment A, attached hereto and incorporated herein. Vendor must complete Attachment A, List of Local Service Providers.

30) Notice to Parties. Whenever any notice, statement or other communication is required under this MOA, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to IHEDA shall be sent to:

Community Programs – Energy Assistance Program
Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 900
Indianapolis, Indiana 46204

or

Via e-mail, liheap@iheda.in.gov

B. Notices to the Vendor shall be sent to:

This should be a corporate contact, the person who will receive confirmation of transmittals or changes to the program:

Name: _____

Address: _____

City, State, Zip: _____

Email Address (required): _____

Phone Number: _____

C. Vendor Point of Contact

Point of contact for all data collection for Energy Consumption Data (number 7) and vendor monitoring (number 8) shall be stated below. Upon changes, IHEDA must be notified within 30 (thirty) days with a new contact person and all information below.

Name: _____

Address: _____

City, State, Zip: _____

Email Address (required): _____

Phone Number: _____

31)Funding Cancellation and Termination for Convenience. When the Executive Director of IHCDCA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this MOA, it shall be canceled. Such determination shall be final and conclusive. This MOA may be terminated, in whole or in part, by the IHCDCA whenever, for any reason, IHCDCA determines that such termination is in the best interest of IHCDCA by notice in writing.

32)Termination of Agreement. If this MOA is terminated by either party and the Vendor has accepted and received any federal EAP payments prior to the termination of the MOA, the Vendor may also still be accountable for compliance with Sections 7, 8, 12, 13, 14, 15, 18, 21, and 23 of this MOA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Vendor, or that the undersigned is the properly authorized representative, agent, member or officer of the Vendor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Vendor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this MOA other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the MOA, the Vendor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, Vendor and IHCDA have, through their duly authorized representatives, entered into this MOA. The parties, having read and understood the foregoing terms of this MOA, do by their respective signatures dated below hereby agree to the terms thereof.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing the electronic signature tool in Adobe to electronically submit this Agreement to IHCDA. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein and my authority to bind the Subgrantee. I also understand that if I decide not to sign this Agreement electronically I must notify IHCDA so that this Agreement may be re-submitted to me and I may sign it and return it to IHCDA in the traditional manner.

Section 6: Authority to Bind

Section 7: The signatory for the Subgrantee represents that he/she has been duly authorized to execute this Agreement on behalf of the Subgrantee and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Subgrantee when his/her signature is affixed, and accepted by IHCDA.
