



# HOME ENERGY ASSISTANCE PROGRAM

## HEAP PY2026 VENDOR GUIDE

November 2025

*Prepared by*

Maine State Housing Authority  
26 Edison Drive  
Augusta, ME 04330

# TABLE OF CONTENTS

---

<b>TABLE OF CONTENTS</b> .....	<b>1</b>
<b>SECTION 1: INTRODUCTION</b> .....	<b>3</b>
<b>SECTION 2: DEFINITIONS</b> .....	<b>3</b>
<b>SECTION 3: VENDOR ENROLLMENT</b> .....	<b>6</b>
A. Participating Vendors.....	6
<b>SECTION 4: VENDOR AGREEMENT</b> .....	<b>6</b>
A. Completing the Vendor Agreement.....	6
B. Vendor Changes.....	6
<b>SECTION 5: TANF FUEL SUPPLEMENTAL BENEFITS</b> .....	<b>7</b>
A. Benefit Determination.....	7
B. Payment of Benefits.....	7
1. Oil, Kerosene and Propane.....	7
2. Electricity and Natural Gas.....	7
C. Additional Information.....	8
<b>SECTION 6: USE OF BENEFITS</b> .....	<b>8</b>
A. Home Energy Type.....	8
B. Applying Benefits.....	9
C. Order of Priority for Using Benefit Funds.....	10
D. Pre-buy and Approved Budget Programs.....	10
E. Eligible Household Changes.....	10
F. Deliveries.....	10
G. Incidental Costs.....	11
H. Benefit Availability.....	11
I. Benefit Restrictions.....	11
J. Propane Tank Pickups/Credits.....	12
<b>SECTION 7: VENDOR PRICING</b> .....	<b>12</b>
A. Maximum Delivery Price.....	12
B. Price Protection Plans.....	12
<b>SECTION 8: PAYMENTS</b> .....	<b>13</b>
A. Form of Payment.....	13
B. HEAP Payment.....	13
C. Prior Program Year Benefits.....	14
D. HEAP Supplemental Benefits.....	14
E. TANF Fuel Supplemental Benefit Payments.....	14
F. Watch List.....	14

<b>SECTION 9: BENEFIT RETURNS .....</b>	<b>15</b>
A. Expired Benefits/Sweeping Accounts .....	16
B. Client Funds vs. HEAP Funds.....	17
<b>SECTION 10: ENERGY CRISIS INTERVENTION PROGRAM (ECIP) .....</b>	<b>18</b>
A. Purpose .....	18
B. Household Eligibility .....	18
C. Verifying Eligibility.....	19
D. Credit Notification Amount .....	19
E. Upfronts.....	20
F. Allowable Uses.....	20
G. Time of Deliveries.....	20
1. Energy Crisis.....	20
2. Life Threatening Crisis .....	20
H. Authorization of Delivery and Utility Restoration .....	21
I. Split Billed Deliveries.....	21
J. Documentation Required for Payment .....	22
K. Approval for Payment .....	23
L. Payment .....	23
M. Reporting.....	24
<b>SECTION 11: RECORDKEEPING.....</b>	<b>24</b>
A. Maintenance and Availability .....	24
B. Account Records .....	24
C. Retention.....	26
<b>SECTION 12: REPORTING REQUIREMENTS .....</b>	<b>26</b>
A. General.....	26
B. Annual Consumption Reports (ACR) .....	26
C. Household Energy Cost Reports (HECR) .....	27
<b>SECTION 15: MONITORING/AUDITING PRACTICES.....</b>	<b>27</b>
A. Regular Monitoring .....	27
B. Closeout Audit.....	28
<b>SECTION 16: FRAUD/ABUSE.....</b>	<b>29</b>
A. Reporting.....	29
B. Client Fraud/Abuse .....	29
C. Vendor Fraud/Abuse.....	29
<b>SECTION 17: CONFIDENTIALITY.....</b>	<b>30</b>
A. Information Protection Guidelines.....	30

B. Personally Identifiable Information (PII) .....30  
C. Information Protection Measures .....30  
**SECTION 18: VENDOR WEB PORTAL..... 32**  
**APPENDIX A: COMMUNITY ACTION AGENCY CONTACT INFORMATION..... 33**  
**APPENDIX B: MAINEHOUSING CONTACT INFORMATION..... 43**  
**APPENDIX C: TANF FUEL SUPPLEMENTAL BENEFITS..... 44**

---

## SECTION 1: INTRODUCTION

---

The Low Income Home Energy Assistance Program (referred to in Maine as the Home Energy Assistance Program- HEAP) grant is a federally funded block grant offered through the U.S. Department of Health and Human Services (HHS). The HEAP grant provides funding to individual states to assist low-income families with the high cost of their home energy. The grant is administered by the Maine State Housing Authority (MaineHousing).

Community Action Agencies (CAAs) are under contract with MaineHousing as the local agencies administering the HEAP. A complete list of local service providers can be found in Appendix A- Community Action Agencies. HEAP applications are accepted in person, through a telephone/mail process or online. CAAs are responsible for determining Applicant eligibility and for promptly responding to heating-related crises affecting Eligible Households.

The HEAP Rule – Chapter 24, State of Maine HEAP State Plan, and Vendor Agreement define the requirements, which must be met to ensure compliance and funding. The Vendor Guide is a resource and guide for Vendors, and is to be used in conjunction with the HEAP Rule – Chapter 24 and the Vendor Agreement. Documents and forms for administering the program can be found on-line at [www.mainehousing.org](http://www.mainehousing.org).

MaineHousing is available to assist in clarification of any issues that are not specifically addressed in the Vendor Guide or Vendor Agreement.

---

## SECTION 2: DEFINITIONS

---

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

- (1) “Annual Consumption Report” means the annual report Vendors must submit to MaineHousing to report their HEAP customers’ Home Energy deliveries from May 1 through April 30.
- (2) “Benefit” means the dollar amount of Fuel Assistance an Eligible Household receives.
- (3) “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.
- (4) “CAA” means a Community Action Agency selected by MaineHousing to administer the HEAP.
- (5) “Closeout” means the reconciliation of receipts and use of all Fuel Assistance, TANF Fuel Supplemental Benefits, and ECIP funds by Vendor. It is Vendor’s responsibility to keep this information by Eligible Household and provide it to MaineHousing upon request.
- (6) “Credit Notification Report” means the document sent to the Vendor guaranteeing payment post-delivery to Household eligible for Supplemental Benefits funded by TANF.
- (7) “ECIP” means the Energy Crisis Intervention Program component of HEAP.

- (8) “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.
- (9) “HEAP” means Home Energy Assistance Program.
- (10) “Heating Season” means the period of time beginning October 1 to April 30.
- (11) “Heating Source” means any device used to provide heat to a Dwelling Unit.
- (12) “Heating System” means a permanently installed system that is used to heat the Dwelling Unit. A portable space heater is not considered to be a Heating System.
- (13) “Home Energy” means a source of heating in a Dwelling Unit or a Rental Unit (each as defined in the Rule).
- (14) “Life Threatening Crisis” means the Household is currently without heat or utility service to operate a Heating Source or a Heating System.
- (15) “Program Year” means the period of time beginning October 1 and ending September 30.
- (16) “Credit Notification” 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.
- (17) “Records” means any of the Vendor's books, documents, Credit Notifications, 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, TANF Fuel Supplemental Benefit or ECIP, whether in paper, electronic, magnetic or any other form.
- (18) “Retail Cash Price” means the posted amount Vendor charges for Home Energy per gallon.
- (19) “Rule” means the Home Energy Assistance Program Rule, Chapter 24 of the Rules of the Maine State Housing Authority, and any rule that may be adopted by MaineHousing concerning TANF Fuel Supplemental Benefits
- (20) “TANF Fuel Supplemental Benefits” means the benefits that are funded with TANF funds pursuant to 22 M.R.S.A., Chapter 1053-B, § 3769-E.
- (21) “Vendor” means an energy supplier that has entered into a Vendor Agreement with MaineHousing to provide Home Energy to Eligible Households.
- (22) “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.
- (23) “Watch List” means the MaineHousing list of Vendors that will not receive payment in advance for Eligible Households’ HEAP 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.

---

## SECTION 3: VENDOR ENROLLMENT

---

### A. Participating Vendors

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.
2. Vendors who choose to discontinue their HEAP participation must notify MaineHousing and complete the Closeout audit process.
3. Failure to fully complete and execute a new Vendor Agreement as prescribed by MaineHousing will result in termination. In such cases, the vendor would no longer be authorized to receive or use HEAP funds for Home Energy deliveries.

---

## SECTION 4: 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.

Vendor Agreements are on-going. A new Agreement does not need to be executed annually, unless terminated by MaineHousing, upon a Chapter 24 Rule change, or termination by the Vendor.

### A. Completing the Vendor Agreement

1. Before signing and submitting a Vendor Agreement to MaineHousing, please be sure to read the entire document and applicable contract instructions to ensure Vendor understands the requirements and responsibilities of being a contracted Vendor under the HEAP Program. Vendor will be responsible for and must comply with all aspects of the Vendor Agreement once it has been executed.
2. The Vendor Agreement must be fully executed by MaineHousing before the Vendor will be authorized to provide services to customers under HEAP.

### B. 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. The notification must be signed by the signatory of the Vendor Agreement. Examples of such changes include, but are not limited to:

1. Contact information
2. Banking information
3. Mailing address
4. Physical address
5. Products being sold
6. Tax ID information
7. Purchasing/opening another branch location
8. Proposing to sell fuel delivery business or its fuel delivery assets

---

## **SECTION 5: TANF FUEL SUPPLEMENTAL BENEFITS**

---

- (1) Maine Department of Health and Human Services provides MaineHousing with TANF funding to supplement Fuel Assistance Benefits for HEAP-eligible Households with children.
- (2) Except as may be expressly provided for in this Guide or the Vendor Agreement, the use and administration of TANF Fuel Supplemental Benefits are subject to the same standards for HEAP Benefits set forth in this Guide and the Vendor Agreement.

### **A. Benefit Determination**

The TANF Fuel Supplemental Benefit per Eligible Household per Program Year shall be determined each Program Year by MaineHousing based on the projected number of eligible Households and available funding.

### **B. Payment of Benefits**

MaineHousing will issue TANF Fuel Supplemental Benefits to Vendors as follows:

#### **1. Oil, Kerosene and Propane**

MaineHousing will make payment for a TANF Fuel Supplemental Benefit after the Vendor makes delivery as authorized by MaineHousing. Vendor must submit a TANF Payment Request Form to MaineHousing together with a detailed transaction report (history) showing deliveries and payment activity from the May 1st preceding the Program Year for which credits are being invoiced through the current date.

- a. For post-delivery payments, MaineHousing will make payment within ten (10) business days of MaineHousing's receipt and approval of the required documentation.

## 2. Electricity and Natural Gas

MaineHousing will issue TANF Fuel Supplemental Benefits to Electricity and Natural Gas Vendors pre-delivery. All HEAP guidelines for use of Benefits apply to TANF Fuel Supplemental Benefits.

## C. **Additional Information**

Appendix C provides answers to some of the frequently asked questions about TANF Fuel Supplemental Benefits. For additional information, please email MaineHousing at [liheap@mainehousing.org](mailto:liheap@mainehousing.org)

---

## **SECTION 6: USE OF BENEFITS**

---

There are two (2) separate Vendor Agreements:

- (1) Oil, Kerosene, and Propane; and
- (2) Electricity and Natural Gas.

A Vendor cannot deliver a given Home Energy type unless the Vendor has executed the appropriate Vendor Agreement with MaineHousing.

## A. **Home Energy Type**

1. Benefits can **ONLY** be used for the approved Home Energy type listed on the Vendor Voucher Report, Credit Notification Report, or ECIP Credit Notification.
2. Unless otherwise authorized, in writing, by MaineHousing the Vendor will only deliver the Home Energy type stated on the Vendor Voucher Report, Credit Notification Report, or ECIP Credit Notification. If the Vendor delivers a Home Energy type other than what is stated the Vendor will not be allowed to use Benefits for those deliveries. If there is a question about the Home Energy type, please contact MaineHousing immediately for clarification. Any deviation from the approved Home Energy type listed on the Vendor Voucher Report, Credit Notification Report, or ECIP Credit Notification must be approved, in writing, by MaineHousing **before** delivery occurs.
3. If the Vendor Voucher Report, Credit Notification Report, or ECIP Credit Notification lists kerosene as the Home Energy type, the Vendor cannot deliver oil if any portion of the delivery will be paid by HEAP Benefits.
4. Oil/Kerosene Tank Location: If an Eligible Household's tank is located outside, the Home Energy type approved and listed on the Vendor Voucher Report or Credit Notification must be kerosene.

If the Vendor Voucher Report or Credit Notification indicates oil and the Vendor's records indicate the tank is located outside, the Vendor must contact MaineHousing to resolve the discrepancy prior to delivery.

If an eligible Household’s tank is located in an unheated space, the recommended Home Energy Type is kerosene. However, the household may choose to be approved for kerosene or oil. Vendors are still required to deliver only the Fuel Type approved on the Vendor Voucher Report or Credit Notification.

5. Winter blend is not an allowable Home Energy type if product is blended through the delivery hose. If winter blend is delivered by separate metered tickets for K-1 and #2 and blends only in the tank, the authorized Home Energy type portion can be paid by HEAP Benefits, TANF Fuel Supplemental Benefits, or ECIP.
6. Propane tanks: Vendor may not apply HEAP or TANF Fuel Supplemental funds to propane tanks filled at a fill station or small tank pick ups. Vendor must deliver propane to the approved delivery address listed on the Vendor Voucher Report or Credit Notification using a metered delivery truck.

**B. Applying Benefits**

1. If Vendor has delivered Home Energy to an Eligible Household on or after October 1<sup>st</sup> of the current Program Year and there is an **outstanding** balance for the delivery, Vendor may apply HEAP or TANF Fuel Supplemental Benefit funds received for the account of the Eligible Household to that Home Energy delivery.
2. Coverage of deliveries made prior to Benefits posting to customer accounts is allowed only if the delivery is unpaid.
3. Benefits may not be applied to deliveries that have previously been paid.

<b>Example of how to apply Benefits to an eligible <u>unpaid</u> delivery made on or after October 1<sup>st</sup>.</b>			
			<b>Balance</b>
09/01/2024	#2 Oil – 100 gallons @ \$4.499	\$449.90	\$449.90
09/01/2024	Client Payment Cash	(\$449.90)	\$0
10/28/2024	General Assistance - 100 gallons @ \$4.599	\$459.90	\$459.90
11/10/2024	Payment General Assistance	(\$459.90)	\$0
11/26/2024	#2 Oil – 100 gallons @ \$4.399	\$439.90	\$439.90
12/30/2024	HEAP Benefit #2 approved fuel type	(\$700.00)	(\$260.10)
\$700.00 HEAP Benefit - <u>\$439.90 HEAP funds applied to 11/26/2024 delivery that remained <b>unpaid</b> on the account</u> \$260.10 HEAP Benefit remaining on account Notes: <ul style="list-style-type: none"> <li>• Benefits cannot be applied to the 09/01/2024 delivery as it was made prior to 10/01/2024.</li> <li>• Benefits cannot be applied to the 10/28/2023 delivery as it was previously paid for and did not result in an unpaid balance on the account.</li> </ul>			

### **C. Order of Priority for Using Benefit Funds**

An Eligible Household's HEAP Benefit must be completely exhausted before any TANF Fuel Supplemental Benefits may be used to pay for Home Energy deliveries, if the Household was determined eligible for said Benefits in the same Program Year. Note: MaineHousing will provide additional guidance in the case where Supplemental HEAP Benefits are made available.

Benefits/credits must be used in the following order:

1. PY 2025 HEAP Benefits
2. PY 2025 TANF Fuel Supplemental Benefits
3. PY 2026 HEAP Benefits
4. PY 2026 TANF Fuel Supplemental Benefits

### **D. Pre-buy and Approved Budget Programs**

HEAP Benefits may be applied to pre-buy and approved budget programs if HEAP Benefits are received prior to the date the delivery occurs. Vendors cannot use 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.

Prior Program Year HEAP Benefits that were applied to a pre-buy or approved budget program must be applied directly to a delivery that takes place on or before 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> as expired funds.

### **E. Eligible Household Changes**

If a Vendor becomes aware of changes, Vendor must contact MaineHousing before making the delivery. Examples include, but are not limited to: the HEAP customer listed on the Vendor Voucher Report or Credit Notification Report is deceased, the Dwelling 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.

### **F. Deliveries**

Vendor may deliver Home Energy to an Eligible Household equal to the entire HEAP Benefit amount on account or any remaining balance of TANF Fuel Supplemental Benefits guaranteed on the Credit Notification Report issued to the Vendor if the Eligible Household placed an order (even if the amount ordered is less than the full Benefit amount) or if the Eligible Household is on automatic delivery, unless:

- (1) Household advises the Vendor all Applicants are moving;

- (2) Household advises the Vendor that their Heating System has mechanical difficulties; or
- (3) Household's Home Energy storage tanks are either being replaced or do not meet code.

**G. Incidental Costs**

Benefits cannot be used for Incidental Costs including but not limited to: surcharges, penalty charges, reconnection charges, safety and compliance charges, cleaning and repair service charges, security deposits, hazmat fees, fuel recovery fees, and insurance. Such charges should be clearly identified in the customer's account records.

**H. Benefit Availability**

- 1. HEAP and TANF Fuel Supplemental 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. Vendors must review Eligible Household accounts and identify any remaining Benefits and/or credits 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<sup>th</sup>. TANF Fuel Supplemental Benefit credits are void as of May 1<sup>st</sup>.
- 2. 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>Cannot use on or after:</b>
2023	Oct. 1, 2022 and Apr. 30, 2024	May 1, 2024
2024	Oct. 1, 2023 and Apr. 30, 2025	May 1, 2025
2025	Oct. 1, 2024 and Apr. 30, 2026	May 1, 2026
2026	Oct. 1, 2025 and Apr. 30, 2027	May 1, 2027
<b>NOTE:</b> Benefits for Program Year PY 2024 and prior have expired and must be returned to MaineHousing.		

**I. Benefit Restrictions**

- 1. Vendor shall not retain, absorb, write off, reduce, eliminate, or zero out any Benefit funds or credit balance remaining in an Eligible Household's customer account, no matter how small such funds or credit balance may be, or take any other action intended to accomplish any of the preceding, including but not limited to (i) changing all or any part of the unit price of the Home Energy delivered to the Eligible Household, (ii) changing all or any part of the number of units of Home Energy delivered to the Eligible Household, (iii) transferring any Benefit funds or credit

balance to another vendor, to the accounts of other Eligible Households that are customers of Vendor, or to any other party other than MaineHousing. Vendor shall return all unused Benefit funds and credit amounts to MaineHousing.

2. HEAP or TANF Fuel Supplemental 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.

## **J. Propane Tank Pickups/Credits**

If Vendor picks up a household's propane tank and the account is credited for the product that is returned in the tank, the cost for any gallons covered by HEAP or TANF must be returned to the appropriate funding source.

Examples:

- If there are 75 gallons picked up and the most recent 75 gallons were paid by HEAP, the credit must be returned to HEAP.
- If there are 75 gallons picked up and the most recent 75 gallons were paid by the customer, the credit must be returned to the customer.
- If there are 75 gallons picked up and the most recent 50 gallons was paid by HEAP but the 50 gallons prior to that were paid by the customer, the credit for 50 gallons must be returned to HEAP and the credit for 25 gallons must be returned to the customer.

---

## **SECTION 7: VENDOR PRICING**

---

### **A. Maximum Delivery Price**

1. Vendor must charge an Eligible Household no more than the Retail Cash Price for the portion of Home Energy deliveries paid with HEAP, TANF Fuel Supplemental Benefits, or ECIP funds. Vendor may not consider an Eligible Household's outstanding indebtedness to Vendor in calculating the Retail Cash Price applicable to a delivery of Home Energy to that Eligible Household.
2. If a HEAP client is eligible for a discount (such as Senior, Veterans, etc.), the Vendor must give the client the discount on deliveries paid by HEAP Benefits.

### **B. Price Protection Plans**

1. 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.

2. Definition: Price Protection Plan. 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 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).

---

## SECTION 8: PAYMENTS

---

### A. Form of Payment

Vendors may choose to receive payments by check or ACH deposit.

### B. HEAP Payment

1. MaineHousing issues payments weekly. HEAP ACH payments are typically deposited into Vendor's bank account on Friday of each week.
2. 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.
3. 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. Payment memo/check memo- allocation name and program year

### **C. Prior Program Year Benefits**

Vendor Voucher Reports and payments will be issued separately for each Program Year. It is important for Vendors to notice the Program Year designated on the Payment Memo or Check Memo portion of the Vendor Voucher Report to ensure that Benefits are posted appropriately.

### **D. HEAP 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.

### **E. TANF Fuel Supplemental Benefit Payments**

MaineHousing will pay to the Vendor the Benefit amount indicated in each Credit Notification Report issued by MaineHousing. MaineHousing will make payment for a TANF Fuel Supplemental Benefit after the Vendor makes delivery as authorized by MaineHousing. The Vendor must submit a TANF Payment Request Form to MaineHousing together with a detailed account history showing delivery activity and payment activity from the previous May 1 through the date of the delivery being invoiced. MaineHousing will make payment within ten (10) business days of MaineHousing's receipt and approval of the required documentation.

### **F. Watch List**

1. 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.
2. 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

---

## **SECTION 9: BENEFIT RETURNS**

---

1. 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.
2. 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 Benefit Return Form and instructions for completing and submitting the Benefit Returns can be found at: <http://www.mainehousing.org/partners/partner-type/community-agencies/heap-vendors>.
3. 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 the May 1<sup>st</sup> preceeding the Program Year(s) for which the Benefit funds are being returned through the date of the return.
  - a. Example: Benefit Return for Program Year 2025 must include a detailed transaction report that begins May 1, 2024.
4. Any unused HEAP or TANF Fuel Supplemental Benefit funds requested to be returned to MaineHousing must be returned within fifteen (15) business days from the date on the Benefit Return Form.
5. TANF Supplemental Credit Notifications are automatically VOID for clients with forms marked 'All Remaining HEAP and/or TANF Fuel Supplemental Benefits'.
6. 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.
7. Whenever there are questions regarding a request for a Benefit Return, contact MaineHousing.
8. The following are some reasons why Benefits would be returned:
  - a. Vendor becomes aware that the sole member of an Eligible Household is deceased.
  - b. Vendor receives a Benefit Return Form from MaineHousing. The Benefit Return Form will notify the Vendor for whom the funds are requested, the amount of funds to be returned (if known), and the date by which they must be returned to MaineHousing.
  - c. The eligible Household's Vendor account is inactive.
  - d. Benefits are expired.
  - e. Eligible Household moves out of Vendor's Service Area.

- f. Vendor Agreement is terminated, either by the Vendor or MaineHousing
- g. .Upon receipt of a Benefit Return Request, the Vendor will:
  - a. Reconcile and verify the amount of HEAP funds remaining on the eligible household customer'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. Void TANF Supplemental Credit Notification for clients with forms marked 'All Remaining HEAP and/or TANF Fuel Supplemental Benefits'
  - c. Attach a detailed transaction history of the eligible household customer's account to the Benefit Return Form. The transaction history should be consistent with and support the amount being returned, and show all delivery and payment activity from the previous May 1 through the date of the return.
  - d. Return funds, transaction history and HEAP Benefit Return Form to MaineHousing by the date indicated on the HEAP Benefit Return Form.
  - e. If the Vendor's reconciliation determines there are no remaining HEAP or TANF Supplemental funds on the account, the Vendor is required to submit a detailed transaction history of the eligible household customer's account and the Benefit Return Form with a notation indicating \$0.00 HEAP funds remaining.
- 9. If situations arise that warrant a Vendor to closeout a HEAP client's account and the account has a Benefit balance less than \$25.00, Vendors may wait until the Annual Consumption Reporting and sweeping of accounts process to return any remaining Benefit balances to MaineHousing. All related record-keeping must clearly show all remaining Benefit balances. Although de minimis Benefit balances of less than \$25.00 do not need to be individually returned to MaineHousing throughout the year, it is encouraged that the Vendor return e minimis balances with other Benefit returns of larger amounts that are requested throughout the year.

## **A. Expired Benefits/Sweeping Accounts**

1. 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<sup>th</sup>.
2. 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>Cannot use on or after:</b>
2023	Oct. 1, 2022 and Apr. 30, 2024	May 1, 2024
2024	Oct. 1, 2023 and Apr. 30, 2025	May 1, 2025
2025	Oct. 1, 2024 and Apr. 30, 2026	May 1, 2026
2026	Oct. 1, 2025 and Apr. 30, 2027	May 1, 2027
<b>NOTE:</b> Benefits for Program Year PY 2024 and prior have expired and must be returned to MaineHousing.		

3. Each Benefit returned must be accompanied by a:
  - a. Benefit Return Form. Note: 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.
  - b. 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. The transaction report must show all delivery and payment activity from the previous May 1 through the date of the return.
  
4. If situations arise that warrant a Vendor to closeout a HEAP client’s account and the account has a Benefit balance less than \$25.00, Vendors may wait until the Annual Consumption Reporting and sweeping of accounts process to return any remaining Benefit balances to MaineHousing. All related record-keeping must clearly show all remaining Benefit balances. Although de minimis Benefit balances of less than \$25.00 do not need to be individually returned to MaineHousing throughout the year, it is encouraged that the Vendor return de minimis balances with other Benefit returns of larger amounts that are requested throughout the year.

**B. Client Funds vs. HEAP Funds**

1. Unpaid eligible deliveries that occur from October 1 of the current Program Year forward may be covered by HEAP Benefits and thus deducted from the amount being returned to MaineHousing.
  
2. On the date a Vendor receives HEAP Benefits for a client, those funds may be applied to prior deliveries if the delivery was:
  - a. made on or after October 1 of the Program Year; and
  - b. adheres to all details listed on the Vendor Voucher Report; and
  - c. is unpaid by any source, and all or a portion of the delivery amount is outstanding; and

- d. is unpaid and the delivery amount is not to be paid by an organization such as Keep ME Warm, faith-based organizations, General Assistance programs, and municipalities.
3. Vendors may refund credit balances directly to Eligible Households only if it can be clearly documented and demonstrated that those credit balances are in fact client funds and not HEAP funds.
4. After the HEAP Benefit posts, if there are current or future client funds on account, HEAP funds should be applied to subsequent deliveries first until HEAP funds are exhausted/expired.

---

## SECTION 10: ENERGY CRISIS INTERVENTION PROGRAM (ECIP)

---

### A. Purpose

1. 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.
  - a. The ECIP timeframe is November 1 through the following April 30.
  - b. 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 2025/2026 is \$500.00.
2. An Upfront may be requested when:
  - a. the Household is in one of the two crisis situations (Energy or Life Threatening) and the Vendor has the ability to deliver within the required timeframe.
  - b. the CAA makes the decision while certifying the application that it is in the best interest of the Household to have an Upfront completed to avert the customer from being in an Energy or Life Threatening Crisis.

### B. Household Eligibility

A Household **may be eligible** for ECIP if there is an imminent loss of heat due to:

1. less than seven (7) day supply of Home Energy (e.g. reading a 1/4 tank or less on a standard 275 gallon heating oil tank; reading of 25% or less on a propane tank; "seven" (7) day or less supply standard applies to other delivered Home Energy types).

2. 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.
3. heat-related utility service is scheduled for disconnection or has been disconnected. This includes heat-related electric and natural gas disconnects.
4. disconnection of service notice from utility Vendor, provided the Household's Heating System requires electricity or natural gas to operate.

### **C. Verifying Eligibility**

CAAs are responsible for contacting Vendor to verify the following:

1. Oil, Kerosene, and Propane
  - a. The amount (if any) of remaining HEAP Benefits and any remaining TANF Fuel Supplemental Benefits or credits on account. Remaining HEAP and/or TANF Fuel Supplemental Benefits must be used in conjunction with or in lieu of ECIP funds.
  - b. Last delivery information – i.e. date and number of units delivered.
  - c. The Vendor can do an Upfront delivery within the required 18 or 48 hour timeframe pending receipt of a HEAP Benefit. If Vendor is able to do an upfront delivery, ECIP funds should not be used.
2. Electricity and Natural Gas
  - a. Confirm service has been disconnected or household has been issued a disconnect notice.
  - b. Amount of financial assistance necessary to prevent disconnection.
  - c. Total amount due on the account.

### **D. Credit Notification Amount**

The ECIP Credit Notification amount will be determined and authorized by the CAA. The Vendor will need to provide the CAA with the following information:

1. Vendor's cash price.
2. If there are remaining HEAP Benefits or TANF Fuel Supplemental Benefit credits on account, Vendor must provide the CAA with a breakdown of the amounts (dollars and units) to be covered by HEAP, TANF Fuel Supplemental, and ECIP funds.
3. Utility Disconnects: An Eligible Household will receive an ECIP Benefit equal to the maximum ECIP Benefit so long as any excess benefit beyond what is required to prevent disconnection of Home Energy service does not leave a credit on the account.

## **E. Upfronts**

When it has been determined by a CAA or MaineHousing to pursue an Upfront delivery to avert an Energy Crisis, the CAA will complete an Upfront Delivery Request form. A signed Upfront Delivery Request form guarantees the Vendor that MaineHousing will pay for the delivery. If the total delivery cost is more than the HEAP Benefit(s) and/or the use of a TANF Credit, an ECIP Credit Notification may be issued along with an Upfront Delivery Request form.

## **F. 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:

1. Payment to the Vendor for the delivery of Home Energy (including delivery charges and other fees, if applicable) in an amount authorized by the CAA.
2. Established delivery charges or fees must be in accordance with Vendor policy and be the same as those charged to non-HEAP Households.
3. 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.
4. ECIP Benefits can ONLY be used for the approved Home Energy type listed on the Credit Notification.
5. 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.

## **G. 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 Credit Notification, 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 Crisis and forty-eight (48) hours if experiencing an Energy Crisis. The types of crises are defined as follows:

### **1. 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.

### **2. Life Threatening Crisis**

The Household is currently without heat or utility service to operate a Heating System or 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.

## H. Authorization of Delivery and Utility Restoration

1. ECIP deliveries must be authorized by the CAA. Vendor cannot “pre-deliver” an ECIP Benefit based on a client’s request.
2. Vendor must make the ECIP delivery in accordance with the written Credit Notification issued by the CAA. Prior to making the delivery or restoration of service the Vendor must have written confirmation from the CAA detailing the ECIP delivery requirements. Vendor must ensure that the Credit Notification is complete and accurate.
3. Delivery amounts will be determined and authorized by the CAA based on:
  - a. vendors Retail Cash Price for the specified Home Energy type
  - b. applicable delivery charges (surcharges)
  - c. Home Energy type availability
  - d. Vendor availability
4. 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).
5. Electricity and Natural Gas: If the Vendor agrees to accept the Credit Notification, service must be restored or the disconnection order canceled within the timeframe prescribed by the CAA, but in no case later than eighteen (18) hours from the time of the request made by the CAA if the Eligible Household is experiencing a Life Threatening Energy Crisis and forty-eight (48) hours in all other cases
6. If the Vendor has reason to believe the Household was not in an Energy Crisis situation, the Vendor must notify the CAA or MaineHousing.

## I. Split Billed Deliveries

1. If there are remaining HEAP Benefits, TANF Fuel Supplemental Benefits or Credits, or other non-HEAP funding available on the Eligible Household’s account, the Benefits or other funding must be used in lieu of ECIP, or in conjunction with ECIP. ECIP funds cannot leave a credit on the account.
2. 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></ul>

<ul style="list-style-type: none"> <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 CN 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 = \$4.47/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	$\$100.00 / \$4.47 = 22.371$ gallons.
ECIP CN Amount = \$347.00	$77.629 \text{ gallons} \times \$4.47 = \$347.00$

## J. Documentation Required for Payment

### 1. Oil, Kerosene, and Propane

Once the delivery has been made, the Vendor must submit the following to the CAA within ten (10) business days:

1. Metered delivery ticket documenting the following:
  - a. customer's full name
  - b. delivery address
  - c. date of delivery
  - d. type of fuel delivered
  - e. units delivered
  - f. price per unit (must be Vendor's Retail Cash Price)
  - g. delivery total
  - h. If the total amount on the delivery ticket is greater than the ECIP Credit Notification amount, the dollar amount to be paid by each funding source must be notated and the delivery ticket must be signed/dated.
  - i. Invoice is required if the delivery ticket does not document all the charges that were approved on the Credit Notification (ex. delivery fee, safety check, start-up fee).

## 2. Utility and Natural Gas

Once utility service has been restored or the disconnection order has been canceled, the Vendor must submit the following to the CAA:

1. Copy of the Credit Notification.
2. Written confirmation, on company letterhead or company email, of the time/date service was restored or the disconnect order was canceled. The Vendor staff person will:
  - a. Record the resolution time/date and print/sign their name on the Credit Notification; or
  - b. Include the resolution time/date in the body of their email message.

## **K. Approval for Payment**

Upon receipt of the documentation submitted for payment, the CAA will complete the following in three (3) business days:

1. Review all documentation to verify:
  - a. fuel was delivered to the correct address
  - b. delivery date on the delivery ticket was within the required timeframe
  - c. correct fuel type was delivered
  - d. number of units delivered and the unit price are consistent with the Credit Notification
  - e. dollar amount on the metered delivery ticket or invoice is correct
2. Obtain additional documentation from the Vendor as needed to reconcile any discrepancies between the Credit Notification, delivery ticket, and invoice (if needed).
3. Approve the Credit Notification for payment if all documentation has been verified and is correct.

## **L. Payment**

Vendors will receive payment within ten (10) business days of CAA approval of the Vendor's request for payment.

## **M. Reporting**

ECIP deliveries must be included on the household's fuel account and included in the data reported for the Household on the Annual Consumption Report (ACR). 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.

---

## **SECTION 11: RECORDKEEPING**

---

### **A. Maintenance and Availability**

1. Vendor agrees to 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 under the Vendor Agreement. Records shall be available for inspection and copying by MaineHousing at the Vendor's office during Vendor's regular business hours.
2. In addition, upon MaineHousing's request, Vendor shall copy and submit to MaineHousing Records designated by MaineHousing in the form and within the time period required by MaineHousing. Records and information shall be in such form and shall be stored as may be prescribed by MaineHousing. In addition to the other rights of MaineHousing under this Section 13, 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.
3. Vendor shall cooperate fully with any such action by the Federal government or MaineHousing, including copying and providing Records as may be required by any such government entity and its representatives.

### **B. Account Records**

1. 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.
2. If Vendor maintains HEAP account records manually and does not meet requirements listed in Section B.3., Vendors may be required to provide additional documentation or may be required to use MaineHousing's Manual Transaction Report form.

If Vendors have an electronic system, but cannot provide transaction histories that meet the requirements listed in Section B.3., Vendors may be required to provide

additional documentation or may be required to use the MaineHousing Manual Transaction Report form.

3. Vendor records must include:
  - a. Transaction histories for each customer that include:
    - i. Customer name
    - ii. Delivery address
    - iii. Dates of deliveries
    - iv. Home Energy type delivered
    - v. # units delivered (gallons/kwh/therms)
    - vi. Price per unit (gallons/kwh/therms)
    - vii. Total cost of delivery or purchase
    - viii. Account's running balance
    - ix. Posting of payments/credits. All deliveries paid by organizations or municipalities, such as faith-based organizations, Keep ME Warm or General Assistance funds, must be identified accordingly.
    - x. 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.
    - xi. The amount of unexpended HEAP Benefits on account for each Eligible Household.
  - b. Daily log of Vendor's posted Retail Cash Prices for all Home Energy types.
  - c. Oil, Kerosene, and Propane: metered delivery tickets that include:
    - i. Customer name
    - ii. Delivery address
    - iii. Date of delivery
    - iv. Home Energy type delivered
    - v. # gallons delivered
    - vi. Price per gallon
  - d. Records of Price Protection Plans (if applicable) outlining the terms and conditions of the payment plan.

### C. Retention

1. 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.
2. The Vendor must retain all HEAP, Supplemental, and ECIP transactions that occurred during any given contract term for a period of three (3) years after the Agreement expiration date.

Vendor Agreement Term	Disposal Date
7/1/2020 to 6/30/2021	7/1/2024
7/1/2021 to 6/30/2022	7/1/2025
7/1/2022 to 6/30/2024	7/1/2027
7/1/2024 to 6/30/2026	7/1/2029

---

## SECTION 12: REPORTING REQUIREMENTS

---

### A. 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.

### B. Annual Consumption Reports (ACR)

1. 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 to unpaid eligible deliveries from October 1<sup>st</sup> for the approved Home Energy type. HEAP funds cannot be applied to deliveries that have been previously paid, regardless of the funding source.
  - 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.
2. Detailed instructions for completing the ACR will be distributed with reports each May.

## C. Household Energy Cost Reports (HECR)

1. In addition to the ACR, electricity Vendors are required to submit the HECR. The purpose of the HECR is to collect electricity consumption for HEAP clients whose HEAP/ECIP Benefits were NOT issued to their electricity Vendor. MaineHousing is required to report this data to the U.S. Department of Health and Human Services, which uses it to assess the impact HEAP has on reducing energy burden for HEAP Households.
2. Detailed instructions for completing the HECR will be distributed with reports each May.

---

## **SECTION 15: MONITORING/AUDITING PRACTICES**

---

### A. 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).

#### 1. **Vendor Selection**

May be made based on:

- a. Random selection of Vendors;
- b. Complaints received from a CAA or an Eligible Household; or
- c. Indications of performance or compliance issues/concerns.

#### 2. **Notification and Scheduling**

MaineHousing will contact the Vendor, by telephone, to notify them of the upcoming audit, location of audit (onsite or MaineHousing desk review), and to schedule a date(s). MaineHousing will give the Vendor 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.

#### 3. **Documentation/Information Required**

MaineHousing's audit will include, but is not limited to, a review of the documentation listed in Section 12, Recordkeeping.

#### 4. **Audit Report**

MaineHousing will issue a written report within thirty (30) business days 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.

**5. Corrective Actions**

Vendor will be given thirty (30) business days to address deficiencies. If directed to do so, Vendor must provide a written response to MaineHousing detailing the actions Vendor has taken.

**6. 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.

**B. Closeout Audit**

1. A Closeout Audit must be completed any time a HEAP Vendor Agreement is terminated.
2. MaineHousing requests a thirty (30) day notice from Vendor if there are plans to sell the business to another party.
3. Vendor shall not transfer HEAP funds or TANF Fuel Supplemental Benefit credits to any other party other than MaineHousing at any time.
4. The following outlines the Closeout process:
  - a. MaineHousing will issue a Closeout letter, questionnaire, and audit lists of HEAP Customers to the Vendor.
  - b. Vendor must return remaining HEAP funds and supporting documentation to MaineHousing within fifteen (15) business days.
  - c. Vendor must return supporting documentation for Households that have exhausted their HEAP benefits within thirty (30) business days.
  - d. Failure to return unspent funds by the date prescribed by MaineHousing may result in prosecution for theft by State or Federal authorities, MaineHousing pursuing civil remedies and disqualification from future participation in the program.
  - e. MaineHousing will review all documentation to reconcile all HEAP, TANF Fuel Supplemental Benefit, and ECIP disbursements.
  - f. MaineHousing will send Vendor a report detailing any findings. If it is determined that additional funds are due to MaineHousing, Vendor will be required to return these additional HEAP, TANF Fuel Supplemental Benefit, or ECIP funds. Failure to comply with the Closeout audit requirements may result in legal action and disqualification from future participation in the program.

---

## SECTION 16: FRAUD/ABUSE

---

MaineHousing has zero tolerance for fraud/abuse and investigates all concerns reported by Vendors, CAAs, third parties, or individuals.

### A. Reporting

Vendors must report to MaineHousing any suspected client or 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. Due to confidentiality, MaineHousing is not able to share the outcome of its investigation with the person/party who reported the alleged fraud/abuse. Reports may be made:

1. By telephone at 1-800-452-4668 or (207) 626-4600.
2. In writing to MaineHousing, ATTN: HEAP Errors and Program Abuse, 26 Edison Drive, Augusta, Maine 04330.
3. By email to [liheapcompliance@mainehousing.org](mailto:liheapcompliance@mainehousing.org)

### B. Client Fraud/Abuse

The following basic program guidelines are intended to help Vendors recognize potential fraud/abuse:

1. Eligibility for HEAP 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.
2. Households must reside in eligible Dwelling Units. A Dwelling Unit does not include a camper, trailer, semitrailer, truck camper, motor home, boat, railroad car, bus, yurt or any other structure designed and constructed to provide temporary living quarters, regardless of any and all modification(s) or length.
3. A Household may receive only one Fuel Assistance Benefit and one TANF Fuel Supplemental Benefit per Heating Season (unless MaineHousing issues Supplemental Benefits).
4. Households are prohibited from selling Home Energy that was paid by HEAP, TANF Fuel Supplemental Benefits or ECIP funds.
5. HEAP, TANF Fuel Supplemental Benefits, and ECIP funds cannot be used to heat out-buildings such as detached garages, sheds, and workshops.

### C. Vendor Fraud/Abuse

Vendors may only use HEAP, TANF Fuel Supplemental Benefit or ECIP funds for their intended purpose, e.g. delivery of the approved Home Energy type to an Eligible Household. Vendors are prohibited from using HEAP, TANF Fuel Supplemental Benefit, or ECIP 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 funds with clients for services or product.

---

## SECTION 17: CONFIDENTIALITY

---

### A. 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.

### B. Personally Identifiable Information (PII)

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:

1. Any information provided by applicants or participants in MaineHousing programs.
2. Personal identification numbers, such as social security number (SSN), passport number, driver’s license number.
3. Financial account or credit card information, including account numbers, card numbers, expiration dates, cardholder name, or service codes.
4. Healthcare / medical information disclosed to MaineHousing.
5. Names and addresses of clients participating in MaineHousing programs.
6. Address of a shelter or other living accommodations for victims of domestic violence.
7. The format that the information is in **does not** matter. Paper records, electronic files, and email can all contain protected information.

### C. Information Protection Measures.

1. **Encrypt all Personally Identifiable Information contained on computers, laptops, and portable electronic devices, such as CDs and USB drives.**
2. **Send e-mails or e-mail attachment with Personally Identifiable Information through a secure e-mail server.** If Vendor does not have access to an application that encrypts e-mail, request that MaineHousing send a secure e-mail. Vendor will receive an encrypted e-mail notification that will allow access to MaineHousing’s e-mail encryption service. Vendor can securely reply to the encrypted message by using the reply function through the secure e-mail portal. Alternatively, MaineHousing can provide access to Sharefile for securely sending documents back and forth to MaineHousing.

3. **Put measures in place to prevent the loss, theft, misappropriation or inadvertent disclosure of Personally Identifiable Information.** Restrict access to electronic files containing PII by implementing passwords or least privilege folder permissions, locking the screen or logging off computers or other electronic devices that have access to PII when unattended. Remove documents that contain PII from printers or fax machines, do not leave paperwork containing PII on desks or other work areas unattended, place paperwork containing PII in a locked file at the end of the business day, and shred documents containing PII that are no longer needed.(unless required to be retained pursuant to the Vendor Agreement. Securely dispose of any computer equipment or storage media containing PII. Destroy or securely erase hard drives.
4. When disposing of electronic devices that contain unencrypted Personally Identifiable Information, ensure that any data residing on the equipment is irrevocably destroyed by removing and destroying or sanitizing the hard drives, regardless of whether disposal is performed by a third-party, and whether equipment or devices are resold, refurbished, placed in a surplus disposal program, or “thrown away.”
5. Ensure employees, officers, agents, contractors, subcontractors and other representatives of Vendor are aware that the responsibility to safeguard and protect Personally Identifiable Information applies at all times, whether or not they are at a work location during normal business hours.
6. Limit disclosure of Personally Identifiable Information to only those persons who have a direct need to know the Personally Identifiable Information in order to provide deliveries of Home Energy and other services to Eligible Households under this Agreement and advise them to take steps to safeguard and protect Personally Identifiable Information from inadvertent disclosure and not to disclose any Personally Identifiable Information to other persons.
7. Vendor shall comply with all applicable State and Federal laws, rules, and regulations in regards to protecting PII and shall cooperate with MaineHousing or State and Federal entities in the investigation of any breach and any required reporting and notification of individuals regarding such incident. To the extent that a breach of PII is caused by Vendor, Vendor agrees to pay the cost of notification, as well as any financial costs and/or penalties incurred by MaineHousing as a result of such breach.

Vendor must notify MaineHousing of any suspected data breach involving MaineHousing contracted systems or services within 48 hours.

---

## SECTION 18: VENDOR WEB PORTAL

---

MaineHousing’s “Vendor Web Portal” provides online access to program forms, documents, and information such as:

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>
<ul style="list-style-type: none"><li>• HEAP Vendor Guide</li><li>• HEAP Rule (Chapter 24)</li><li>• Forms</li><li>• Training Materials</li></ul>	<a href="http://www.mainehousing.org/partners/partner-type/community-agencies/heap-vendors">http://www.mainehousing.org/partners/partner-type/community-agencies/heap-vendors</a>

## APPENDIX A: COMMUNITY ACTION AGENCY CONTACT INFORMATION

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

Email: energy@acap-me.org

Phone: 800-585-3053  
207-764-3721

Address: PO Box 1116  
771 Main Street  
Presque Isle, ME 04769

Fax: 207-768-3021

**COMMUNITY CONCEPTS, INC.**  
(Androscoggin County)

Email: Lewiston-HEAP@community-concepts.org

Phone: 800-866-5588  
207-795-4065

Address: 240 Bates Street  
Lewiston, ME 04240

Fax: 207-784-6882

**COMMUNITY CONCEPTS, INC.**  
(Oxford County)

Email: SouthParis-HEAP@community-concepts.org

Phone: 800-866-5588  
207-743-7716

Address: 17 Market Square  
South Paris, ME 04281

Fax: 207-743-6513

**DOWNEAST COMMUNITY PARTNERS**  
(Washington and Hancock Counties)

Email: HEAP@downeastcommunitypartners.org

Phone: 800-828-7544  
207-664-2424

Address: 240 Bucksport Road  
Ellsworth, ME 04605

Fax: 207-664-2430

**KENNEBEC VALLEY COMMUNITY ACTION PROGRAM**  
(Kennebec and Somerset Counties)

Email: energy@kvcap.org

Phone: 800-542-8227  
207-859-1500

Address: 101 Water Street  
Waterville, ME 04901

Fax: 207-872-6747

**Midcoast Maine Community Action**  
(Lincoln, and Sagadahoc Counties)

Email: energy@mmcacorp.org

Phone: 800-221-2221  
207-442-7963

Address: 34 Wing Farm Parkway  
Bath, ME 04530

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

Email: heaponline@penquis.org

Phone: 800-215-4942  
207-973-3500 Bangor  
207-564-7116 Dover-Foxcroft  
207-794-3093 Lincoln  
207-596-0361 Rockland

Address: PO Box 1162  
262 Harlow Street  
Bangor, ME 04402

Fax: 207-973-3699

**PROSPERITY MAINE**  
(Cumberland County) Limited English Proficiency

Phone: 207-797-7890

Address: 175 Lancaster Street, Suite 216A  
Portland, ME 04101

**THE OPPORTUNITY ALLIANCE**  
(Cumberland County)

Email: heap@opportunityalliance.org  
Phone: 877-429-6884  
207-553-5900  
Address: 222 St. John Street, Suite 207  
Portland, ME 04102  
Fax: 207-553-5976

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

Email: heap@wmca.org  
Phone: 800-645-9636  
645-3764  
Address: PO Box 200  
20A Church Street  
East Wilton, ME 04234  
Fax: 207-645-3270

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

Email: LIHEAP@waldocap.org  
Phone: 800-498-3025  
207-338-2025  
Address: PO Box 130  
9 Field Street  
Belfast, ME 04915  
Fax: 207-930-7324

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

Email: energyservices@yccac.org  
Phone: 800-965-5762  
324-5762  
Address: 6 Spruce Street  
Sanford, ME 04073  
Fax: 207-490-5023

---

## **APPENDIX B: MAINEHOUSING CONTACT INFORMATION**

---

### **Contact Information for MaineHousing HEAP Team**

Email: [liheap@mainehousing.org](mailto:liheap@mainehousing.org)

Phone: 207-624-5743 or 1-877-544-3271

Mail: 26 Edison Drive  
Augusta, ME 04345

## APPENDIX C: TANF FUEL SUPPLEMENTAL BENEFITS

The Maine Department of Health and Human Services will provide MaineHousing with TANF funding to supplement Fuel Assistance Benefits for HEAP-eligible Households with children.

Except as may be expressly provided for in the Vendor Guide and Vendor Agreement, the use and administration of TANF Fuel Supplemental Benefits are subject to the same standards for HEAP Benefits set forth in the Vendor Guide and Vendor Agreement.

The following provides answers to some frequently asked questions about TANF Fuel Supplemental Benefits. For additional information, please email MaineHousing at [liheap@mainehousing.org](mailto:liheap@mainehousing.org).

<b>Q1</b>	Who is the point of contact for questions about TANF Fuel Supplemental Benefits?
<b>A1</b>	All questions about TANF Fuel Supplemental Benefits should be directed to MaineHousing, not the local community action agency (CAA). Please email <a href="mailto:liheap@mainehousing.org">liheap@mainehousing.org</a> or call 1-800-452-4668.
<b>Q2</b>	How and when will clients be notified of their eligibility for TANF Fuel Supplemental Benefits?
<b>A2</b>	MaineHousing will mail client Benefit Notification letters on the third business day following the date the Credit Notification Report or Vendor Voucher Report was mailed/issued to the vendor.
<b>Q3</b>	Will Credit Notification Reports be issued/divided by (vendor) subsidiaries?
<b>A3</b>	If the vendor is currently set-up to receive separate HEAP Vendor Voucher Reports for its subsidiaries, the vendor will receive a separate CNR for each of its subsidiaries.
<b>Q4</b>	Do HEAP rules and guidelines apply to TANF Fuel Supplemental Benefits?
<b>A4</b>	<p>Except as expressly outlined in 1-3 below, the use and administration of TANF Fuel Supplemental Benefits are subject to the same requirements and guidelines as set forth for HEAP Benefits in the HEAP Vendor Guide, the HEAP Rule – Chapter 24, and the Vendor Agreement. These rules and guidelines for HEAP are available online through MaineHousing’s partner portal at <a href="http://www.mainehousing.org/partners/partner-type/community-agencies/heap-vendors">http://www.mainehousing.org/partners/partner-type/community-agencies/heap-vendors</a>. The following deviations from the HEAP rules and guidelines pertain to TANF Fuel Supplemental Benefits:</p> <ol style="list-style-type: none"> <li>1. Eligibility: A household will be eligible to receive a TANF Fuel Supplemental Benefit if: <ol style="list-style-type: none"> <li>a. the household’s application for HEAP has been certified eligible in the current year; and</li> <li>b. the household includes at least one member who is under the age of eighteen (18) on the date of application for HEAP.</li> </ol> </li> <li>2. The TANF Fuel Supplemental Benefit per eligible household per program year shall be determined each program year by MaineHousing based on the projected number of eligible households.</li> <li>3. Vendor Payments: <ol style="list-style-type: none"> <li>a. TANF Fuel Supplemental Benefits for Oil, Kerosene, and Propane will be paid to vendors on a post-delivery basis. Payment will be issued to the vendor within ten (10) business days of MaineHousing’s receipt and approval of the vendor’s documentation.</li> <li>b. TANF Fuel Supplemental Benefits for Electricity and Natural Gas will be issued to vendors pre-delivery.</li> </ol> </li> </ol>

<b>Q6</b>	What if the account information, physical address, or fuel type listed on the CNR or VVR differs from the vendor's (account) records?								
<b>A6</b>	Vendor must contact MaineHousing prior to posting to Household's account. Any deviations from the CNR or VVR must be approved in writing by MaineHousing prior to delivery.								
<b>Q7</b>	Which funds/Benefits must be used first?								
<b>A7</b>	<p>A household's HEAP Benefit must be exhausted before using TANF Fuel Supplemental Benefits. Benefits/funds must be used in the following order:</p> <ol style="list-style-type: none"> <li>1. PY 2025 HEAP Benefits</li> <li>2. PY 2025 TANF Fuel Supplemental Benefits</li> <li>3. PY 2026 HEAP Benefits</li> <li>4. PY 2026 TANF Fuel Supplemental Benefits</li> </ol>								
<b>Q8</b>	Do TANF Fuel Supplemental Benefits expire?								
<b>A8</b>	<p>Yes. Like regular HEAP Benefits, TANF Fuel Supplemental Benefits are available for use during the program year of issue and up until April 30th of the program year immediately following.</p> <table border="1" data-bbox="451 932 1096 1077"> <thead> <tr> <th>Program Year</th> <th>Delivery must occur between:</th> </tr> </thead> <tbody> <tr> <td>PY 2024</td> <td>Oct. 1, 2023 and April 30, 2025</td> </tr> <tr> <td>PY 2025</td> <td>Oct. 1, 2024 and April 30, 2026</td> </tr> <tr> <td>PY 2026</td> <td>Oct. 1, 2025 and April 30, 2027</td> </tr> </tbody> </table>	Program Year	Delivery must occur between:	PY 2024	Oct. 1, 2023 and April 30, 2025	PY 2025	Oct. 1, 2024 and April 30, 2026	PY 2026	Oct. 1, 2025 and April 30, 2027
Program Year	Delivery must occur between:								
PY 2024	Oct. 1, 2023 and April 30, 2025								
PY 2025	Oct. 1, 2024 and April 30, 2026								
PY 2026	Oct. 1, 2025 and April 30, 2027								
<b>Q9</b>	How does the vendor get paid for a delivery against a Credit Notification Report?								
<b>A9</b>	<p>MaineHousing will make payment for a TANF Fuel Supplemental Benefit after the Vendor makes delivery as authorized by MaineHousing.</p> <ol style="list-style-type: none"> <li>1. <u>Oil/Kerosene and Propane</u>. Vendor must submit a TANF Payment Request Form to MaineHousing together with a detailed account history showing delivery and payment activity from the previous May 1 through the date of the delivery being invoiced</li> <li>2. MaineHousing will make payment within ten (10) business days of MaineHousing's receipt and approval of the required documentation.</li> </ol>								
<b>Q10</b>	Should TANF Payment Request Forms and transaction reports be sent to MaineHousing or the community action agency?								
<b>A10</b>	<p>The point of contact for TANF Fuel Supplemental Benefits is MaineHousing. All documentation and questions related to TANF Fuel Supplemental Benefits should be directed to MaineHousing. Please submit TANF Payment Request Forms and transaction reports to one of the following:</p> <p>Mail: MaineHousing/LIHEAP, 26 Edison Drive, Augusta, ME 04330-4633</p> <p>Email: <a href="mailto:liheap@mainehousing.org">liheap@mainehousing.org</a> (must be encrypted)</p> <p>Fax: (207) 624-5780</p> <p><b>Reminder:</b> All Personally Identifiable Information (PII) must be sent encrypted, if sent via email.</p>								

<b>Q11</b>	How are partial deliveries handled (i.e. amount delivered is less than household's remaining TANF Fuel Supplemental Benefit)?
<b>A11</b>	The vendor may make multiple deliveries against the household's TANF Fuel Supplemental Benefit. MaineHousing will pay the vendor for each (partial) delivery within ten (10) business days of the receipt and approval of the required documentation.
<b>Q12</b>	How do TANF Fuel Supplemental Benefits impact a household's eligibility for Energy Crisis Intervention Program (ECIP) services?
<b>A12</b>	<p>Any remaining TANF Fuel Supplemental Benefit funds/credits must be used in conjunction with or in lieu of ECIP funds. The community action agency will contact the vendor to confirm the amount of remaining TANF Fuel Supplemental Benefit funds/credits. Hence, the vendor must track the deliveries made and invoiced against a household's TANF Fuel Supplemental Benefit.</p> <p>ECIP amount will be equal to the fuel cost, plus delivery fee, minus remaining HEAP funds, and minus remaining TANF Fuel Supplemental Benefit credits.</p>
<b>Q13</b>	How will TANF Fuel Supplemental Benefits be reported on the Annual Consumption Report?
<b>A13</b>	Deliveries funded by TANF Fuel Supplemental Benefits will be included in the Total Household gallons/units and Total Household Cost columns. Detailed instructions for completing the ACR are available in Appendix C of this Guide.