



Energy Assistance Program  
**Utility Vendor Guide**  
Program Year 2025



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## Common Terms and Acronyms

CSBG	Community Services Block Grant – Federally funded block grant that provides funds to administer support services to alleviate causes and conditions of poverty
EAP/ LIHEAP	Energy Assistance Program / Low Income Home Energy Assistance Program – Program that provides energy-related assistance to eligible low-income households
HHS	US Department of Health and Human Services – Federal government department that administers the LIHEAP grant to grantees like the IHCD
IHCD	Indiana Housing and Community Development Authority – State housing authority and grantee of the EAP/LIHEAP grant
IHCD Online	Online payment portal for LSP's to file claims for reimbursement
IURC	Indiana Utility Regulatory Commission – Regulatory body that oversees ratepayer cases. <a href="http://www.in.gov/IURC/">www.in.gov/IURC/</a> for more information
LSP/ Subrecipient	Local Service Provider – Community Organization responsible for eligibility determination and timely submission of payment transmittals to utility vendors
MOA	Memorandum of Agreement – Written agreement between IHCD and the vendor. Vendors cannot be paid if there is no MOA on file
Moratorium	Indiana law prohibits disconnecting utilities for any participant or application of the EAP program between Dec 1 <sup>st</sup> and March 15 <sup>th</sup>
OUC	Indiana Office of Utility Consumer Counselor – State agency that represents ratepayer interests in cases before state and federal utility regulatory commissions
Overpayment	When an EAP benefit is awarded that exceeds the amount the applicant is qualified for.
Participant/ Applicant	Persons/ households applying with an LSP to receive EAP benefit for their utility needs
Pledge	Notice from an organization that lets vendor know that a payment is coming on behalf of a participant/ applicant including the payment amount and expected payment date
Transmittal	List for vendors from LSP's that includes client names, account numbers, amounts, and other necessary info relating to payments made from the LSP to the vendor. LSP must get the transmittal signed/reviewed by vendor and then submitted to the IHCD to get reimbursed
Vendor	Utility Provider

# Program Summary

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## Purpose

Welcome to the Indiana Energy Assistance Program! As a utility vendor, you play an important role in ensuring Hoosier families receive assistance during the coldest months of the year. This guide should walk you through the basics of administering the program and answering commonly asked questions. If you need further assistance, or can't find your answer here, please email the vendor inbox at [vendors@ihcda.in.gov](mailto:vendors@ihcda.in.gov).

## LIHEAP/EAP

The Low-Income Home Energy Assistance Program (LIHEAP) Block Grant, also known as the Energy Assistance Program (EAP), funds individual states throughout the nation to assist low-income families with the high cost of their home energy.

## LIHEAP/EAP Important Dates and Timelines

Below are the season dates and common timelines to follow while administering the program.

EAP ASSISTANCE SEASON	
Key Dates	Purpose
October 1, 2024	Opening day of Federal PY2025. Online application opens to the public at 8:00am Eastern time. LSPs may distribute mail-in applications to households who do not qualify as at-risk.
November 1, 2024	In-person appointments may begin. Transmittals may be sent to utility vendors. Applicant Notification letters may be sent to clients.
December 1, 2024	Start of Moratorium Protection.
March 15, 2025	End of Moratorium Protection at 11:59pm.
April 14, 2025	End of EAP application period at 5:00pm Eastern time.
April 28, 2025	All incomplete EAP applications must be fully processed.
May 12, 2025	Last day to submit transmittals.
May 26, 2025	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
Non-life-threatening Crisis Mitigation	48 Hours
Process time for face-to face appointments, notification of approval or denial. Denial of incomplete application.	14 calendar days
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.)  Minimum time period before a denied applicant may submit a new application for assistance.	55 calendar days

# Roles and Responsibilities

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## Program Partners

The Energy Assistance Program is not successful without its many partnerships and program participants. As a utility vendor, your main sources of contact will be your clients and their local community action agency or Local Service Provider (LSPs). Read on to see responsibilities of all the groups involved.

## Indiana Housing and Community Development Authority (IHCDA)

Indiana Housing and Community Development Authority 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 subrecipient 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.
- 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.** If you are referring applicants or potential applicants for further information or to apply, that referral is to always be made to the Local Service Provider, not to IHCDA. Additionally, clients can be referred to call 2-1-1 where they will be connected to a Local Service Provider, receive telephone assistance with completing an application and be connected to additional local resources.

## 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. Local service providers do the following:

- Accept EAP applications and determine eligibility.
- Provide services that encourage and enable households to reduce their home energy needs. These services include counseling, needs assessments, and assistance with energy vendors.
- Provide Energy Education to participants.
- Submission of payment transmittals to utility vendors.
- Communicate with utility vendors.
- Provide fiscal and statistical information to IHCDA.

There is a map of all the LSP's and what regions they operate in located in the appendix of this guide as well as contact information.

## 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. 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.

## Utility Vendors

Indiana is home to many types of utility vendors and not all rules and regulations apply to each. Please read carefully to determine which rules apply to the type you represent. In general utility vendors are responsible for the following:

- Implementing Moratorium protection (Co-op and Investor owned only)
- Timely and accurate application of benefits to EAP clients
- Returning unused EAP benefits to IHCD
- Communicating with local agencies (LSPs)
- Timely return of transmittals
- Record keeping
- Complying with federal monitoring

EAP Utility vendors include metered energy vendors who provide electric and natural gas utilities, and bulk deliverable fuel vendors who provide fuel commodities in the form of liquid propane, fuel oil, gas, coal, kerosene, pellets, or other bulk deliverable fuels.

## 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.



## Roles and Responsibilities Takeaways Chart

IHCDA	Local Service Providers (LSP's)	Utility Vendors
<ul style="list-style-type: none"> <li>- Administers EAP funds</li> <li>- Provides program guidance</li> <li>- Processes financial claims</li> </ul>	<ul style="list-style-type: none"> <li>- Accepts EAP applications and determines eligibility of participants</li> <li>- Provides services using EAP funds to participants</li> <li>- Submits payment transmittals to utility vendors</li> <li>- Communicates with participants directly</li> </ul>	<ul style="list-style-type: none"> <li>- Applies EAP benefits to clients</li> <li>- Timely return of transmittals</li> <li>- Returns unused EAP benefits</li> <li>- Communicates with LSPs</li> <li>- Implements moratorium protection (if applicable)</li> </ul>

# Memorandum of Agreement (MOA)

## What is an MOA?

The Memorandum of Agreement (MOA) lists the terms of the agreement, outlines the rules and procedures, and lists the responsibilities of IHCDA, the LSP's, and the vendor, etc. A lot of the information in this vendor guide comes from the MOA. The current MOA is listed at the end of this document in the Appendix.

## Who needs to fill out an MOA? How often? When?

All utility vendors must complete an MOA with IHCDA every 2 years to participate in EAP. The current MOAs took effect on October 1<sup>st</sup>, 2023 and will expire on September 30<sup>th</sup>, 2025.

## How do I fill out an MOA?

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. Please contact IHCDA at [Vendors@IHCDA.in.gov](mailto:Vendors@IHCDA.in.gov) for a copy of the most up to date MOA.

## Payment Information

The MOA packet will also include an Automated Clearing House (ACH) form to be filled out by the vendor. If a vendor is unable to receive ACH payments without incurring a fee and needs to request payment by physical check, then the appropriate waiver form must be requested by emailing [Vendors@IHCDA.in.gov](mailto:Vendors@IHCDA.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 IHCDA's Controller.

Lastly, 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.

## Additional MOA Information

- Each vendor only needs to complete one MOA regardless of how many LSPs they work with
- IHCDA does not enter into MOAs with wood, coal, pellet, and other biofuel vendors. LSPs may choose to have direct MOAs with biofuel vendors in their service areas.

# Moratorium

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## What is Moratorium?

[Indiana Code 8-1-2-121](#) states that "...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 from a heating assistance program administered under IC 4-4-33."

**This means that any household who is eligible for and has applied for EAP on or after October 1<sup>st</sup> and has active service as of 12:00am on December 1<sup>st</sup> cannot have its service disconnected between December 1<sup>st</sup> and March 15<sup>th</sup>**

## 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.

## Disconnection during Moratorium

Regulations allow utilities to disconnect service for a customer otherwise covered under the moratorium in the following circumstances. Utility Vendors should contact and inform the client's agency, and IHCD before doing so:

- 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
- Moratorium protections no longer apply if eligible single applicant becomes deceased (Moratorium protection applies to the household not the unit)
- Utility Vendors may **NOT** disconnect a moratorium-protected household's electric or heating source if they are behind on the water/wastewater portion of a combined utility bill

## 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 completed 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. Benefit refusal reasons must be communicated to the relevant LSP, preferably before doing so.

## 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.

# Transmittals

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EAP transmittals are a notification to the vendor that a household is approved for a certain benefit amount. Vendors review, approve, and return the transmittals so they can be submitted to IHCDA for payment. All LSPs are strongly encouraged to adhere to a weekly schedule for submission of transmittals both to vendors and to IHCDA

**All transmittals must be sent via electronic transmission, either e-mail or the statewide database vendor portal.**

## Transmittal Process

- 1.) EAP transmittals are generated by the **LSP and sent to the vendor** for review.
  - Transmittals will have identifying information including the client name, account number, and benefit amounts.
- 2.) The **vendor identifies any errors or changes**.
  - The vendor should closely review the information for accuracy before signing and returning to the LSP.
- 3.) The **vendor signature on the EAP transmittal** certifies that the vendor has acknowledged the EAP enrollment and credited (or will credit the account for metered utilities) or delivered the fuel (bulk deliverable fuel vendors).
  - This will protect households with metered utilities under the provision of the moratorium on disconnection from December 1st through March 15th. Vendors should make every effort to return transmittals within seven (7) calendar days of receipt.
- 4.) **LSP staff update information on the transmittal** and update the client's case in the statewide database. The LSP is to maintain a copy of the corrected transmittal
- 5.) Once the **LSP** makes corrections in the statewide database, the **claim is submitted to IHCDA 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 IHCDA Online, no changes can be made.
  - Utility vendors should anticipate transmittals for eligible clients no earlier than the first business day in November.
  - Payment is processed in IHCDA Online. IHCDA is allowed 30 calendar days from claim submission to process claims.
- 6.) **Payment notification and deposit**
  - Vendors will receive a payment notification from [reset@ihcda.in.gov](mailto:reset@ihcda.in.gov) indicating the payment amount and relevant transmittals
  - Vendors should contact IHCDA if they have issues receiving this notification.

## Negative Transmittals

- Occasionally, LSPs may discover during QA that they awarded more benefit dollars than the applicant was qualified to receive, or approved an applicant who did not actually qualify, as a result of LSP errors or noncompliance or misreporting on the part of the applicant. When this happens, the funds that were erroneously awarded must be recovered and returned to the program. In these instances, vendors may receive a negative transmittal from their LSP. This will come across in the same process as a regular transmittal and should be signed and returned promptly, and the funds must be returned to IHEDA using the return of funds process. If the funds have already been used by the client, the vendor can then recoup those lost funds from the client.

## Vendor Portal

Vendors may now utilize the Vendor Portal to manage the transmittal process. This program is an extension of our application processing software and allows vendors to digitally process transmittals, track clients that have submitted applications and receive notifications.

Additionally, vendors can see a list of clients that have submitted an application, saving time verifying moratorium protection.

Vendors who wish for access to the Vendor portal should reach out to [Vendors@iheda.in.gov](mailto:Vendors@iheda.in.gov) for a form. Vendors have the option of adding further users once they have logged in.

Vendors can navigate to the Vendor Portal login here: <https://invendors.rhsconnect.com/>

## Municipalities

Municipal entities are under different regulations than investor-owned, privately-owned, or cooperatively owned utility providers, and State Board of Accounts (SBoA) regulations preclude you from recording a monetary benefit to your register prior to receipt of the actual payment. Despite this, we do have a responsibility to ensure that all approved EAP applicants receive equitable treatment. Therefore, in lieu of the requirement in the MOA that benefits are assessed to an approved applicant's account at the time of transmittal receipt, we are asking that Municipal Vendors incorporate a solution that achieves the same result without running afoul of SBoA requirements and Generally Accepted Accounting Principles (GAAP).

- Municipalities are exempt from the requirement to assess the benefits to a customer's account upon receipt of transmittal due to SBoA requirements that supersede our MOA.
- Municipal Vendors must ensure that the benefit amount is noted to an account at the time of transmittal receipt, even if it is not applied at that time
- Municipal Vendors should note on a customer's bill that there is a pending benefit, and that it will be reflected on the bill upon receipt of payment

- Best practice recommendation would be that this note includes both the total amount of the benefit and the date on which the transmittal of the benefit was received
- This will help with transparency for your customers and should result in greater piece of mind for low-income customers and reduced communication between the customer and both the Municipal Vendor and the LSP/IHCDA concerning the status of the benefit
- NOTE: Municipal Vendors must ensure that any penalties assessed to a customer account following a transmittal confirming a benefit are only assessed against the account balance remaining in excess of the benefit
- Example: if an applicant has a \$300 balance, and you receive a pledge for \$200, and the applicant fails to pay the next bill, penalties may only be assessed against the \$100 balance that exceeds the pending benefit

# Crisis Mitigation

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The Energy Assistance Program requires a timely and effective energy crisis intervention for households experiencing an emergency and in need of immediate assistance.

In the event a utility vendor is contacted by an LSP notifying them of a crisis situation, the vendor should:

- See if a delay in disconnect services is possible
- Remain in communication with the LSP and the participant until the crisis is alleviated
- Work closely with the LSP and the participant to resolve the situation.

Should the utility vendor be notified of a crisis situation by their client, the utility vendor should:

- Instruct the client to first contact their LSP and make a crisis appointment
- 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 IHEDA 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.

## 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 metered energy 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 bulk deliverable fuel utilities who have a negotiated payment plan are at less of a risk for crisis because the payment plan should ensure that clients receive regular deliveries of fuel.



# Vendor Monitoring

## Introduction

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.

Vendors who receive a notification of monitoring will also receive prefilled documents to streamline the process, with vendors filling the rest of the necessary details. The supplied documentation will allow IHCDA to review the primary person associated with the account, account address, customer account number, actual EAP benefit amount that was posted to the account, the date which it was posted to the account, if any funds were returned, and the EAP transmittal numbers. Bulk deliverable fuel utilities will also need to provide the fuel delivery date and fuel type. Vendor shall cooperate with any IHCDA request and supply requested documentation within 30 (thirty) days.

Program year	EAP Application Number	Account Number	Primary Account holder	Account Address	EAP Benefit	Claim Date	Date Posted	Paid Date	Return Funds	Transmittal	Fuel Delivery Date	Fuel Type	Notes

## Records Retention

Vendors should maintain an 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.

## Performance Measures

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Vendors may be called upon to provide Performance Measure Data. Performance Measure Data is designed to show the impact of LIHEAP and other home energy related benefits on low-income households. This data is required by HHS for all states. The main goal of Performance Measure Data is to understand the clients' energy burden. Energy burden is defined as the amount the client's energy cost divided by the client's income.

For example, if the client earns \$10,000 per year but pays \$2,000 in energy costs, that client has a 20% energy burden.

IHCDA can use this information to support funding decisions and to review the program to best target benefits to the highest burden households. Utility Data Usage Tracking is calculated by IHCDA for Performance Measures for all LSPs on an annual basis. IHCDA completes energy usage reporting which is submitted to HHS annually.

Vendors selected to provide Performance Measure Data will be notified and receive instructions with relevant worksheets to streamline the process.

# Expenses

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## Unallowable Expenses

EAP benefits do have some restrictions, but this list is not exhaustive. Please reach out to the vendor inbox for any clarification at vendors@ihcda.in.gov.

- 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

In general, vendors should work with their client to maximize the EAP benefit for example, bulk fuel vendors should encourage their clients to take full deliveries during business hours to avoid unnecessary fees and charges. Also, 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.

## Refunds + Overpayments

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 IHCDA within sixty (60) days of the account being closed. The vendor must issue a check to IHCDA in the amount of the outstanding benefit credit along with a fully completed Utility Vendor

Overpayment/Refund Summary sheet. Refunds are always initiated by the vendor and should never be tied to a negative claim from the LSP. Vendors may not request or demand a negative claim from the LSP to issue a refund.

Important note: LIHEAP funds are restricted in use and may not be refunded directly to customers. It is vitally important that all utility vendors and fuel providers track the use of outstanding benefit credits and are able to separate the benefit dollars from customer dollars. Upon account closing, all customer dollars may be refunded to the customer, but all remaining benefit dollars must be returned to IHCDA via the refund process.

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 IHCDCA 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 IHCDCA in the amount of the overpayment along with a fully completed Utility Vendor Overpayment/Refund Summary sheet.

Overpayments must be issued on separate checks from refunds for accounting purposes. However, multiple overpayments may be included on a single check, and multiple refunds may also be included on a single check.

Refunds	Overpayments
<ul style="list-style-type: none"> <li>- EAP benefit was paid but the account was closed and left a credit</li> <li>- <b>Vendor</b> must return these funds to IHCDCA <b>within sixty (60) days</b> of the account being closed</li> <li>- <b>Must be initiated by the vendor.</b> Refunds should never be tied to a negative claim from the LSP. Vendors may not request or demand a negative claim from the LSP to issue a refund</li> </ul>	<ul style="list-style-type: none"> <li>- More EAP benefit is awarded than the applicant household qualified for, or an EAP benefit is awarded to a household that does not meet qualification criteria.</li> <li>- <b>LSP</b> must identify overpayments and <b>notify vendor of the overpayment within sixty (60) days</b> of the initial benefit award determination</li> <li>- <b>Vendor</b> shall return these funds to the IHCDCA <b>within thirty (30) days</b> of receipt of LSP's notice.</li> </ul>

## Utility Vendor Overpayment/Refund Summary Sheet

The Utility Vendor Overpayment/Refund Summary sheet is **required with all refund and overpayment checks**. The information captured in these summaries help us meet our federal requirement of tracking the sources of funds returned to us and ensuring these funds are credited to the correct program year, and also helps us transfer the applicant's outstanding benefit to a new utility or fuel provider if applicable. The information captured on this summary includes:

- Name of the Local Service Provider.
- Client's name.
- Client's account number.
- Original Transmittal number.
- Nature of returned funds (overpayment/refund)
- Amount of benefit to be returned to grant or sent to new vendor.

Please complete and return a separate ledger sheet for each check. If a check is received without this ledger sheet, IHCD will be following up with you to ensure return of the federally-required information. The Utility Vendor Overpayment-Refund Summary Sheet can be found here:

- <https://www.in.gov/ihcda/program-partners/energy-assistance-program-eap/utility-vendors/>



Vendor name: \_\_\_\_\_  
Date: \_\_\_\_\_

Check number: \_\_\_\_\_  
Remittance type (check one):  Overpayment  Refund

Energy Benefit Transfer Refund?	Account number	Applicant Name	Awarding Agency	Original Transmittal Number	Date Account Closed	Amount Awarded	Amount refunded
<input type="checkbox"/> Yes <input type="checkbox"/> No							
<input type="checkbox"/> Yes <input type="checkbox"/> No							
<input type="checkbox"/> Yes <input type="checkbox"/> No							
<input type="checkbox"/> Yes <input type="checkbox"/> No							
<input type="checkbox"/> Yes <input type="checkbox"/> No							
<input type="checkbox"/> Yes <input type="checkbox"/> No							
<input type="checkbox"/> Yes <input type="checkbox"/> No							
<input type="checkbox"/> Yes <input type="checkbox"/> No							
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## 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 IHCD. A.

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 IHCD. However, if the client's account has been closed for more than 60 days, please send the client's benefit back to IHCD. On the check you are sending back to IHCD, please be sure to include the Utility Vendor Overpayment-Refund Summary sheet.

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 IHCD, as well as a check number if it has been sent. When you refund the credit to IHCD, indicate that the customer's refund is part of an Energy Benefit Transfer on the Utility Vendor Overpayment/Refund Summary.

## Continuation of Services

EAP/LIHEAP 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.

## Closed Accounts

EAP/LIHEAP 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 a household moves out of the service area of their utility company, or leaves an open account with a balance due, the EAP benefit **may be applied** to the balance before any credit is returned to the IHCD.

However, IHCD cannot pay on a closed or disconnected account. If the client receives a benefit after the account has been closed, then the money can't be applied to the closed account.

If an LSP calls in a pledge or sends a transmittal for an account that is inactive, 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.

## Closed Accounts Examples

- If the account was closed on **January 31st** and the EAP benefit was transmitted afterwards on **February 8th**, then the utility company could not apply the money to the account.
- However, if there was a transmittal sent **February 8th** before the client closed the account on **February 15th**, then the benefit could be applied.

### Continuation of Services

EAP/LIHEAP 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.

### Maximum Credit

If an eligible household has a credit balance on the **metered energy utilities** in excess of \$250 at the time of the application, that utility will not be eligible for assistance for the program year. Moratorium protection will still apply between December 01 and March 15<sup>th</sup>, even if a benefit is not awarded.

If an eligible household has a credit balance on the **bulk deliverable fuel 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 from their agency.

## Fraud

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All utility vendors have a responsibility to maintain the integrity of the Energy Assistance program. Although it is extremely rare, fraud can and does occur. EAP clients should always be treated with respect, and the suspicion of fraud needs only to be communicated to the relevant LSP. Vendors may need to share further information as the LSP conducts the investigation.

There may also be instances where a vendor suspects an LSP or an employee of an LSP of committing fraud. These situations should be communicated to IHEDA directly. Vendors may need to share further information or be prepared to meet with IHEDA as the investigation is conducted.



# Appendix

# LSP Territory Map



## LSP General Contact Info

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LSP	Address	Counties Served	Phone
AREA IV	<b><i>Area IV Agency on Aging and Community Action Programs, Inc.</i></b> 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	<b><i>Area Five Agency on Aging and Community Services, Inc.</i></b> 1801 Smith St. Logansport, IN 46947	Cass Howard Miami Tipton Wabash	574-722-4451, 800-654-9421
CANI	<b><i>Community Action of Northeast Indiana, Inc.(Brightpoint)</i></b> 227 E. Washington Blvd. PO Box 10570 Fort Wayne, IN 46802	Allen DeKalb LaGrange Noble Whitley Steuben	800-589-3506 260-969-3701
CAPE	<b><i>Community Action Program of Evansville and Vanderburgh County, Inc.</i></b> 401 E 6th St. Ste. 001 Evansville, IN 47713	Posey Gibson Vanderburgh	812-425-4241
CFS	<b><i>Community &amp; Family Services, Inc.</i></b> 1205 N Meridian Street Portland, IN 47371	Adams Blackford Huntington Jay Randolph Wells	260-726-9318

LSP	Address	Counties Served	Phone
<b>CAPWI</b>	<b>Community Action Program, Inc of Western Indiana.</b> 418 Washington St., P.O. Box 188 Covington, IN 47932-0188	Benton Fountain Montgomery Parke Vermillion Warren	765-793-4881
<b>HUEDC</b>	<b>Hoosier Uplands Economic Development Corporation</b> 500 West Main Street Mitchell, IN 47446	Lawrence Martin Orange Washington	812-849-4457 800-827-2219
<b>HSI</b>	<b>Human Services, Inc.</b> 4355 E CR 600 N Columbus, IN 47203	Bartholomew Decatur Jackson Johnson Shelby	812-372-8407 800-296-8026
<b>ICAP</b>	<b>Interlocal Community Action Program, Inc.</b> 615 W. State Rd. 38 PO Box 449 New Castle, IN 47362-0449	Delaware Fayette Grant Hancock Henry Madison Rush Wayne	765-529-4403
<b>LHDC</b>	<b>Lincoln Hills Development Corporation</b> 302 Main St. Tell City, IN 47586-0336	Crawford Harrison Perry Spencer	800-467-1435 800-743-3333
<b>JBNC</b>	<b>John H. Boner Neighborhood Centers</b> 2236 E. 10th St. Indianapolis, In 46201	Marion	317-633-3006

<b>LSP</b>	<b>Address</b>	<b>Counties Served</b>	<b>Phone</b>
<b>NCCAA</b>	<b>North Central Community Action Agencies, Inc.</b> 301 E. 8th Street, Suite 107 Michigan City, IN 46360	LaPorte Pulaski Starke	219-872-1201 219-872-0351
<b>NWICA</b>	<b>Northwest Indiana Community Action Corporation</b> 5240 Fountain Drive Crown Point, IN 46307	Jasper Lake Newton Porter	219-794-1829 800-826-7871
<b>OVO</b>	<b>Ohio Valley Opportunities, Inc.</b> 421 Walnut Street Madison, IN 47250-0625	Clark Floyd Jefferson Jennings Scott	812-265-5858 877-782-5882
<b>PACE</b>	<b>PACE Community Action, Inc.</b> 525 N. 4th St. Vincennes, IN 47591-0687	Daviess Greene Knox Sullivan	812-882-7927
<b>REAL</b>	<b>REAL Services, Inc.</b> 1151 S. Michigan St., South Bend, IN 46634	Elkhart Fulton Kosciusko Marshall St. Joseph	574-233-8205
<b>SCCAP</b>	<b>South Central Community Action Program, Inc.</b> 1500 W. 15th Street Bloomington, IN 47404	Brown Monroe Morgan Owen	812-339-3447

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

## State Moratorium Language

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### 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

# Current MOA

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## 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, 2023.

### 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, 2023 through September 30, 2025).
- 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 is responsible for determining eligibility and notifying the Vendor of applicant eligibility. The Vendor agrees to temporarily suspend any disconnection action for customers once the Vendor has been notified that a customer who is scheduled for disconnection has submitted an application for assistance. This suspension of disconnection action shall be extended for up to fourteen (14) days in order to give the Local Service Provider a reasonable time frame to process the application and determine eligibility. This protection will end if the applicant is determined not to meet eligibility requirements prior to the end of this fourteen (14)-day period. See section 20). Moratorium for additional requirements during that timeframe.
- 10) Transmittals.** Transmittals will serve as the official notification to the Vendor of eligibility determination and benefit award. 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 within seven (7) days for payment. Vendor must remove all inactive accounts from transmittals prior to returning the signed form to the Local Service Provider, as well as any accounts that indicate service or delivery addresses to which the Vendor does not provide Services. 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. The Vendor agrees that a benefit credit shall be applied to the client account upon receipt of the transmittal, *not* upon receipt of actual funds.

**11) 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 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.

**12) 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.

**13) 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/>.

**14) 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 Section 9) Eligibility Determination and Section 10) Acceptance of Payment, 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.

**15) 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

IHCDA or the Local Service Provider unless the client closes the account, in which case the Vendor shall refer to section 16) Refunds.

**16) 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 IHCDA within sixty (60) days of the account closing. The Vendor shall issue a check to IHCDA in the amount of the refund along with a completed Utility Vendor Overpayment/Refund Summary form. Refunds must be submitted on separate checks from overpayments, but multiple refunds may comprise a single check.

**17) 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 a completed Utility Vendor Overpayment/Refund Summary form. The Vendor should also include the Overpayment Remittance Form. Overpayments must be submitted on separate checks from refunds, but multiple overpayments may comprise a single check.

**18) 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.

**19) 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. The Vendor shall supply any information requested by IHCDA as part of any investigation into allegations of violation of this requirement.

**20) Moratorium.** Pursuant to IC 8-1-2-121, Vendor acknowledges that from December 1<sup>st</sup> through March 15<sup>th</sup> of any year, Vendor cannot disconnect residential electric or gas service to any household that, on or after October 1<sup>st</sup>, 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 an 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 15<sup>th</sup> of any year.

**21) 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 20 of this MOA. Vendors who are classified as municipally owned, privately owned, or cooperatively owned are considered “regulated utilities” under the 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.

**22) 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.

**23) 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 IHCD 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.

**24) Indemnification.** Vendor shall indemnify, defend, and hold harmless IHCD, 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 IHEDA, and their employees, agents, and officials, as part of any subcontract issued pursuant to this Agreement. The IHEDA shall not provide such indemnification to Vendor. The obligations set forth in this section shall survive the termination or expiration of this Agreement.

**25) 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.

**26) 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.

**27) 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.

**28) Amendment.** The terms and provisions of this MOA may be modified only through written amendment executed by the parties hereto.

**29) IRS Form W-9.** Vendor agrees to complete in full and return to IHEDA 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.

**30) 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.

**31) 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@ihcda.in.gov](mailto:liheap@ihcda.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 (Required)**

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:**

**Title:**

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Email Address (required):** \_\_\_\_\_

**Phone Number:**

**D. Additional Points of Contact (Not required)**

Further contacts can be added by emailing the Vendor inbox at [Vendors@ihcda.in.gov](mailto:Vendors@ihcda.in.gov)

**Name:**

**Title or Reason:**

**Email Address (required):**

**Phone Number:**

**Name:**

**Title or Reason:**

**Email Address (required):**

**Phone Number:**

**32)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.

**33)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 IHCDCA 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 IHCDCA.** 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 IHCDCA so that this Agreement may be re-submitted to me and I may sign it and return it to IHCDCA in the traditional manner.

### **Authority to Bind**

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 IHCDCA.

### **Vendor**

Company Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Indiana Housing and Community Development Authority**

Signed By: \_\_\_\_\_

Printed Name: S. Kyleen Welling

Title: Chief of Staff and Chief Operating Officer

Date: \_\_\_\_\_