

**BEFORE THE  
PHILADELPHIA WATER, SEWER AND STORM WATER RATE BOARD**

<b>In Re: Philadelphia Water Department's</b>	)	
<b>Annual Adjustment of Tiered Assistance</b>	)	<b>2022 Tiered Assistance Program</b>
<b>Program Rate Rider Surcharge Rates</b>	)	<b>Rate Rider Surcharge Rates</b>
	)	

**March 31, 2022**

**PUBLIC ADVOCATE**

**HEARING EXHIBIT**

1 **PA-TAP-4.** ACCORDING TO SCHEDULE BV-3, PAGE 3, THE CITY IS EXPLORING  
2 THE POTENTIAL FOR CUSTOMER AUTO ENROLLMENT FOR TAP.  
3 PLEASE EXPLAIN HOW THE AUTO ENROLLMENT PROCESS WILL  
4 WORK IN COMPARISON WITH THE CURRENT TAP ENROLLMENT  
5 PROCESS.

6  
7 **RESPONSE:**

8 The Raftelis team is currently working closely with PWD and WRB to design an algorithm  
9 for a pilot program to enable rapid enrollment of LIHWAP grant recipients into TAP. Under  
10 the pilot program, customers would be enrolled without submitting a separate application  
11 for assistance to the City. The algorithm will allow WRB's Customer Assistance Division  
12 to perform intake of customers who have received the LIHWAP grant and use their income  
13 and household information to approve them for TAP. The project team believes that the  
14 majority of LIHWAP recipients will be eligible to be enrolled in TAP because of the two  
15 programs' common residency and income requirements. Please note that certain LIHWAP  
16 recipients may already participate in PWD/WRB assistance programs.

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18 **RESPONSE PROVIDED BY:** The City of Philadelphia  
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1 **PA-TAP-23.** ACCORDING TO THE FINAL WEEKLY ENERGY ASSISTANCE  
2 SUMMARY (EASUM) PRODUCED BY PENNSYLVANIA'S DEPARTMENT  
3 OF HUMAN SERVICES (DHS) FOR THE 2020-2021 LIHEAP SEASON, 64%  
4 OF LIHEAP CASH GRANTS WERE PAID TO ACCOUNTS WHERE THE  
5 CUSTOMER IS NOT THE PROPERTY OWNER. LIKEWISE, 67% OF  
6 LIHEAP CRISIS GRANTS WERE PAID TO NON-OWNERS. PLEASE  
7 EXPLAIN HOW THE PROJECTION OF FUTURE TAP ENROLLMENT TOOK  
8 INTO ACCOUNT THAT THE MAJORITY OF LIHEAP RECIPIENTS ARE  
9 NOT PROPERTY OWNERS.

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11 **RESPONSE:**

12 To qualify for TAP, a customer must be the named customer. The projections developed  
13 assume that anyone who is eligible for LIHWAP is eligible for TAP and can become the  
14 customer of record.

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16 **RESPONSE PROVIDED BY:** Raftelis Financial Consultants, Inc.  
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1 **PA-TAP-17. PLEASE PROVIDE A SCHEDULE SETTING FORTH:**

- 2       A. THE NUMBER OF LIHWAP APPLICANTS TO DATE, SPECIFYING HOW  
3       MANY ARE PWD'S NAMED CUSTOMER;  
4       B. THE NUMBER OF LIHWAP APPROVALS TO DATE, AND;  
5       C. AVERAGE GRANT AMOUNT.

6  
7 **RESPONSE:**

8       The following responses are based on LIHWAP grants to PWD customers. The responses  
9       are not based on applications, approvals, and/or grants made by the Commonwealth which  
10      are statewide and not reported to WRB/PWD.

11  
12      From 2/25/22 reporting:

- 13      A. Reporting is under development and not available at this time.  
14      B. Grantees to date – 460  
15      C. Average grant amount - \$1,401.96

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17 **RESPONSE PROVIDED BY:** Raftelis Financial Consultants, Inc. and Water Revenue Bureau  
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**PA-TAP-16.** REFERENCE THE RESPONSE TO PA-TAP-4. PLEASE PROVIDE THE  
NUMBER OF LIHWAP RECIPIENTS (ACTUAL OR ESTIMATED) THAT  
ALREADY PARTICIPATE IN PWD/WRB ASSISTANCE PROGRAMS.

**RESPONSE:**

The following are numbers of LIHWAP recipients that already participate in PWD/WRB  
assistance programs as of 2/25/22.

- Senior Citizen – 26
- TAP Income – 106
- TAP Hardship – 1
- Long Standard Payment Agreement – 1
- WRBCC Agreement – 1

**RESPONSE PROVIDED BY:** Raftelis Financial Consultants, Inc.

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[Home](#) / [Services](#) / [Water, gas & utilities](#) / [Become a water customer](#) / Tenants

## Water, gas & utilities

### Tenants

If you pay rent to live in your apartment, house, or condominium, you can apply to receive water service in your name. Complete the tenant water customer application below and email it to the Water Revenue Bureau at: [wrb.contactintake@phila.gov](mailto:wrb.contactintake@phila.gov). You will have to submit the following documents along with your application:

- Written consent from the owner for you to have water service in your name.
- A valid street address for the owner.
- One current, government-issued photo ID, City of Philadelphia Municipal ID – PHL City ID.
- Proof of residency. For example: a copy of your lease, a rent book, a canceled check, etc.
- Current utility bills in your name, listing the street address for the property.
- A water meter reading. If there is no meter on the property, a meter must be installed before the application is approved. Call the **Meter Shop** (215) 685-3000 to get a water meter installed.

In addition, please make sure your landlord has an up-to-date rental housing license before submitting your application and documents.

You will not be able to receive water service in your name if your landlord does not have an up-to-date rental housing license for the property you are renting.

Call (215) 685-6300 or email [wrbhelpdesk@phila.gov](mailto:wrbhelpdesk@phila.gov) to change your water bill to braille or large print.

## Forms & instructions

 [Become a tenant water customer](#)

## Related content

- [Philadelphia Water rates & regulations](#)

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This content was last updated on March 8, 2022, by [Philadelphia Water Department](#), [Department of Revenue](#).

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**Customer Service Division**  
Municipal Services Building  
1401 John F. Kennedy Blvd  
Philadelphia, PA 19102  
Phone: 215-686-6880



### Tenant Requirements

- Written consent from the owner for you to have water service in your name.
- A valid street address for the owner.
- One current, government-issued photo ID.
- Proof of residency. For example: a copy of your lease, a rent book, a canceled check, etc.
- Current utility bills in your name, listing the street address for the property.
- A water meter reading. If there is no meter on the property, a meter must be installed before the application is approved. Call (215) 685-6300 to get a water meter installed.

In addition, please make sure your landlord has an up-to-date rental housing license before submitting your application and documents.

### **RIGHT TO APPEAL NOTICE FROM CUSTOMER APPLICATION (RESIDENTIAL TENANT OR OCCUPANT)**

#### Administrative Hearing Notice

You have the right to dispute this decision made by the Water Revenue Bureau. If you disagree with the decision(s) made, you must submit a petition form to the Office of Administrative Review (OAR) within 60 days of the date on this application. Forms can be requested from the OAR by calling 215-686-5216 or downloaded at:  
[http://www.phila.gov/trb/TRB\\_Petitions.html](http://www.phila.gov/trb/TRB_Petitions.html)

**PA-TAP-18.** PLEASE CONFIRM THAT AUTO-ENROLLMENT IN TAP FOR LIHWAP  
RECIPIENTS WILL BE CONTINGENT UPON THE RECIPIENT BEING THE  
WATER DEPARTMENT'S NAMED CUSTOMER.

**RESPONSE:**

This is confirmed.

**RESPONSE PROVIDED BY:** Raftelis Financial Consultants, Inc.

**PA-TAP-19. IS THE WATER DEPARTMENT MAKING ANY CHANGES TO ITS  
CHAPTER 1 REGULATIONS CONCERNING CUSTOMER STATUS?**

**RESPONSE:**

No.

**RESPONSE PROVIDED BY:** City of Philadelphia Water Department

# **CHAPTER 1**

## **CUSTOMER RIGHTS AND OBLIGATIONS**

### **100.0 RESIDENTIAL CUSTOMERS**

#### **100.1 Definitions**

The following words and phrases when used in Sections 100.0 through 100.14 of these regulations have the meanings given to them in this Section unless specifically provided otherwise or unless the text clearly indicates otherwise:

(a) Authorized User: Any of the following types of Customers or users of the City's Utility Service:

1. Owner-Customer: An Owner in whose name the Utility Service account is established or who by operation of law is responsible for payment of charges for Utility Service.
2. Tenant-Customer: A Tenant with legal proof of tenancy, in whose name the Utility Service account is established.
3. USTRA Tenant: As defined hereinafter in this Section.
4. Occupant: An Occupant as defined in Section 100.1(f).
5. Household Member with Medical Emergency: Any person who resides at the Service Location and who seeks to delay shutoff of service pursuant to Section 100.10 of these regulations.

(b) Customer: An Owner, Tenant or Occupant, other than an USTRA Tenant, who by operation of law or agreement is responsible for payment of the charges for Utility Service at a Service Location.

(c) Department: The Philadelphia Water Department also referred to as PWD or the Water Department.

(d) Dwelling Unit: An individual housing unit in a Residential Property such as a single family home or a single apartment within a multi-unit apartment building.

(e) Frivolous Appeal: An appeal taken other than in good faith and solely for purposes of delay.

(f) Occupant: A person who is lawfully permitted to reside at a service address.

(g) Owner: A person who has title to a Service Location, or his or her agent acting on his or her behalf.

(h) Rental Agreement: An agreement between two parties, either oral or written, by which the Owner of a Service Location agrees to lease all or part of the Service Location to a Tenant.

(i) Residential Property: Any building containing one or more Dwelling Units occupied for residential purposes, but not including dormitories, nursing homes, hotels, or motels.

(j) Service Location: A Dwelling Unit or Residential Property of a Customer or Authorized User that is eligible to receive Utility Service after acceptance of an application for such Utility Service or by operation of law.

(k) TAP Bill: A bill issued by the Water Revenue Bureau to a Customer enrolled in the Tiered Assistance Program (TAP) for service, usage and stormwater charges and any payments toward pre-TAP arrears.

(l) TAP Payment Agreement: A payment agreement provided to a Customer

enrolled in TAP in accordance with these regulations and Section 19-1605 of the Philadelphia Code.

(m) Tenant: A person who leases all or part of a Service Location pursuant to a current Rental Agreement and who is not an USTRA Tenant.

(n) Tiered Assistance Program (TAP): The Income-Based Water Rate Assistance Program described in these regulations and Section 19-1605 of the Philadelphia Code, also referred to as IWRAP.

(o) USTRA: The Utility Service Tenants Rights Act, 68 P.S. §399.1 et seq.

(p) USTRA Tenant: A “tenant” as defined for water service by USTRA, 68 P.S. §399.2.<sup>1</sup>

(q) Utility Service: Water, sewer and/or stormwater service provided to an Authorized User or property.

(r) WRB: The Water Revenue Bureau, within the City of Philadelphia Department of Revenue.

## **100.2 Application for Service as Residential Customers**

The Water Revenue Bureau (WRB), subject to the terms and conditions set forth in these regulations, will receive completed applications to become a Customer from Owners, Tenants and Occupants and will, upon acceptance of a completed application, direct the Department to provide Utility Service in

the name of the Customer to the authorized Service Location under the terms and conditions set forth in these regulations.

### **(a) Application to Become a Customer**

(1) An Owner shall become a Customer as of the date of title transfer established by the record deed or otherwise established by sufficient evidence to show title to the Service Location.

(2) A Tenant or Occupant who wishes to become a Customer must submit:

(A) His or her name and current address, and, when available, a current telephone number. An applicant generally will be required to provide at least one form of personal identification in the form of a United States or State government issued photo identification, i.e. driver's license (any state), PA photo ID, U.S. passport, U.S. passport card, U.S. Permanent Resident Card, U.S. Visa, or U.S. Department of Defense Common Access Card. Other forms of personal identification will be referred to a WRB Supervisor.

(B) Satisfactory evidence of Owner's authorization to reside at the Dwelling Unit by a Tenant or Occupant. Such evidence will usually be in writing, including, for example, a current: Rental Agreement or Agreement of Sale for the

company which supplied such gas, electricity, steam or water. USTRA defines “residential building” as: A building containing one or more dwelling units occupied by one or more tenants, but excluding nursing homes, hotels and motels.

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<sup>1</sup> USTRA defines “tenant” as: Any person or group of persons whose dwelling unit in a residential building or mobile home park is provided gas, electricity, steam or water, pursuant to a rental arrangement for such dwelling unit, mobile home or plot of ground within a mobile home park, but who is not the ratepayer of the

Dwelling Unit for which the applicant desires service, a lease, rent book, money order receipts, canceled checks, other utility bills in the applicant's name at that address, rent receipts, or other written evidence of tenancy or written evidence of the Owner's consent to occupancy. Evidence of a prior determination by a court of competent jurisdiction of the existence of a current rental arrangement for the Dwelling Unit between the Owner and the applicant or the acceptance of the applicant's complaint against the Owner and the scheduling of a hearing thereon by the Philadelphia Fair Housing Commission shall be considered conclusive of this issue.

(C) A completed application and affidavit in such form as the WRB shall from time to time deem appropriate wherein the applicant agrees to pay for Utility Service supplied in his or her name and makes certain acknowledgements and certifications consistent with these regulations.

(3) All WRB determinations shall be made in writing upon the application form and a copy given or mailed to the applicant.

(4) Where a person with a household income at or below 250% of the federal poverty level becomes the Owner of a Service Location with an existing delinquent balance, the Department and the WRB will not deprive or refuse the new Owner of Utility Service solely on the basis of that pre-existing delinquent balance, where the Owner becomes or is eligible to become a Customer. The City may lien the property for any delinquent balance.

(b) Eligibility

(1) An Owner, Tenant or Occupant of a Service Location is qualified to become a Customer, UNLESS:

(A) The applicant is the agent of a current or previous delinquent Customer at the Service Location and is attempting on that delinquent Customer's behalf to avoid shut off or restore service previously shut off without payment of that Customer's past due charges for Utility Service or any other miscellaneous charges. Such agency will normally be found to exist where the property that would be receiving Utility Service is or will be occupied by a currently delinquent Customer or where such delinquent Customer would otherwise use or receive the benefit of the Utility Service;

(B) The applicant has not paid or arranged to pay for past due charges for Utility Service for which the applicant is legally responsible at this or another Service Location, including charges for unauthorized usage;

(C) Utility Service to the Service Location is legally off and there exist uncorrected Water Department violation(s) at the Service Location or a determination that providing Utility Service to the Service Location would endanger life, health, safety or property;

(D) Service to a Service Location cannot be accomplished without revision of the Department's distribution and/or collector facilities or acquisition of additional rights-of-way;

(E) The Tenant or Occupant is a Customer currently receiving service at another Service Location and has a delinquent bill at the other Service Location; or

(F) The Tenant is applying for Utility Service at a Service Location for which no valid residential rental property license exists.

(2) Upon receipt of the evidence and documents required in Section 100.2(a) of these regulations, the WRB shall determine whether the applicant is a qualifying Owner, Occupant, or Tenant and whether the applicant is eligible to become a Customer.

(3) In determining whether uncorrected Water Department violations exist at a Service Location, the WRB shall request that the Department promptly review its files and provide the WRB with a listing of any violations. The applicant shall be given a written list of any violations and advised that it is his or her responsibility to correct the violations. The applicant may be required to provide a certification from a registered plumber that the corrections have been made before service will be provided. In no case will Utility Service be turned on if the Service Location is found at any time by the Department to be in a condition not suitable to receive water, or in a condition which would create an emergency or dangerous condition to itself or another Service Location or endanger life, health, safety or property.

(c) Additional Conditions

(1) If the Dwelling Unit is already separately metered, a meter reading must be taken before the applicant will be accepted as a Customer. The reading may be taken by the applicant. In such cases, the Customer must provide the meter number and the meter interface unit (MIU) or encoder receiver transmitter (ERT) number. The WRB reserves the

right to require a reading by the WRB or the Water Department before the application will be accepted. In such cases, the WRB will promptly order a meter reading and advise the applicant to facilitate entry of the meter reader into the Dwelling Unit.

(2) If the applicant's Dwelling Unit is presently set up for individual metering but no meter is at the property, a meter must be installed before the applicant will be accepted as a Customer. In such cases, WRB will promptly order from the Water Department the installation of a meter and the applicant must provide entry to Department personnel into the property for this purpose. Meter charges must be paid or scheduled for payment as part of a payment agreement by the applicant before application approval.

(3) If the applicant's Dwelling Unit is not individually metered, the Dwelling Unit must be set up for individual metering by a registered plumber to the Department's satisfaction at the expense of the applicant or the Owner and a water meter must be installed before an applicant will be accepted as a Customer. Meter charges must be paid or must be scheduled for payment as part of a payment agreement before application approval.

(d) Notice to Owner

(1) Upon receipt of a Customer application for Utility Service by a person not the Owner of a Service Location, the WRB shall mail to the Owner at the license address on file with the Department of Licenses and Inspections for the property in which an applicant's Service Location is located, or if no such license address is available, at such other address as the



WRB reasonably believes is the valid current address of the Owner, a notice of the application in such form as the WRB shall from time to time deem appropriate.

(2) The notice shall advise the Owner of the application for and the possible provision of the Utility Service to the Service Location for which the Owner will be responsible for payment if the applicant becomes delinquent. The notice shall afford the Owner twenty (20) days from the date of the notice in which to provide the WRB with any comments regarding the applicant's eligibility and to indicate any objection to the application. The notice shall also advise the Owner to notify the WRB immediately if an emergency condition exists which makes the provision of water service a danger to the property or to the safety of others or their property.

(3) Should the Owner fail to object prior to such time as the WRB is otherwise prepared to accept the applicant as a Customer, the Owner shall be deemed to have no objection to provision of Utility Service in the applicant's name, and Utility Service will be provided to the applicant, unless the water is currently off and the applicant has no evidence of a current lease or a right to possess the property, as described in Section 100.2(a)(2)(B).

#### (e) Acceptance of Application

(1) An applicant otherwise eligible shall be entitled to become a Customer for his or her Dwelling Unit only or to have service continued or restored to his or her Dwelling Unit only, upon fulfillment of the above conditions in Subsection 100.2(a) through (c), unless:

(A) Water service is currently on and the Owner expressly objects to the

application; or

(B) Water service is currently off and the Owner has not given his or her express written consent to the provision of service in the applicant's name.

(2) The WRB may determine in its sole discretion to temporarily continue or restore service to the applicant's Dwelling Unit at no cost to the applicant.

(3) If a Tenant or Occupant is accepted as a Customer, the WRB shall so indicate on the application by signing it and giving or mailing the applicant a copy.

(4) Acceptance of an application from a Tenant or Occupant will not occur until the 20-day notice period to the Owner pursuant to Subsection (d) of this Section has expired. Prior to that time the application of a Tenant or Occupant will be considered as pending. Any termination will be deferred during the period when the application is pending.

#### (f) Turn-on of Utility Service

(1) If Utility Service has been shut off by the Department, the Department will visit the Service Location to turn-on Utility Service for a new Customer at no charge to the applicant where service can be provided by operation of the curb stop.

(2) Where Utility Service can only be provided by means other than the operation of the curb stop, such as restoration of the ferrule, service line or curb-stop to operable condition, such restoration must be made by a licensed plumber at the expense of the applicant or Owner.



(3) Notwithstanding any other provision of these regulations, where Utility Service has previously been shut off by the Water Department or the WRB for any reason under these regulations or permitted by law, and the WRB has been notified that the Department of Licenses and Inspections has determined the premises to be in dangerous or imminently dangerous condition pursuant to the Building Code, Title 4 of the Philadelphia Code, service will be provided only upon the prior written consent of the Department of Licenses and Inspections.

(g) Rejection of Application

If the applicant is rejected as a Customer, the WRB shall so indicate on the application and give its reasons in writing in the appropriate space on the application. WRB will note any condition that must be met and itemize charges that must be paid in order to obtain service and will provide a description of the process by which the applicant may dispute the WRB determination. A copy of the rejected application shall be promptly mailed or hand-delivered to the applicant.

(h) Revocation of Acceptance

Should the WRB after issuance of a written acceptance of the application, receive a valid objection from an Owner or determine that any of the certifications in the application are materially false or that the applicant may otherwise not be eligible to be a Customer, the WRB may deny, revoke and rescind acceptance of the application. The WRB will give its reasons for revocation in writing on the application. The WRB will note any condition that must be met and itemize any charge that must be paid in order to obtain service and will provide a description of the process by which the applicant may

dispute the WRB determination.

(i) Termination of Customer Relationship

(1) After acceptance by the WRB of an application for Utility Service, Tenants and Occupants who are Customers will remain responsible for paying all future charges for Utility Service to their Dwelling Units until such time as there is:

(A) Revocation of acceptance of the Customer application;

(B) A written request received from the Tenant or Occupant Customer to terminate Customer status;

(C) Acceptance of a subsequent Customer for the Dwelling Unit by the WRB and the taking of a final meter reading; or

(D) Purchase of a discontinuance permit and termination of service at the Owner's request. Responsibility for the stormwater service charge will not terminate upon the issuance of a discontinuance permit.

(2) The WRB will notify Tenants and Occupants who are Customers of termination of their status as Customers in writing by first class mail.

(3) Owners, whether or not they are Customers or occupy the Service Location where Utility Service is being provided, remain responsible for paying water/sewer charges until the issuance of a discontinuance permit, and remain responsible for paying stormwater charges at all times during ownership.

### **100.3 USTRA Tenant Rights**

(a) The Department and WRB will comply

with the provisions of USTRA, 68 P.S. §399.1 et seq. The rights of USTRA Tenants to continued service are set forth in Section 7 of USTRA, 68 P.S. §399.7.

(b) Application for Continued Service under USTRA

(1) USTRA Tenants who wish to apply to have Utility Service continued or resumed pursuant to Section 7(a) of USTRA or an USTRA Tenant who has been notified of a proposed discontinuance or Utility Service pursuant to Section 3 of USTRA and wishes to subscribe for future Utility Service individually pursuant to Section 7(b) of USTRA must submit a completed application and supporting documentation in such form as the WRB shall from time to time deem appropriate and which provides information necessary to support the applicant's claim of tenancy.

(2) All USTRA Tenant determinations will be made by the WRB in writing upon the application form. If an applicant is entitled to continued service under USTRA, the WRB shall accept the application by signing it and giving or mailing the applicant a copy. The WRB may determine in its sole discretion that in lieu of continuing service under USTRA, the WRB will temporarily continue or restore service at no cost to the USTRA Tenant.

#### **100.4 Shut off of Utility Service**

(a) Nothing in this regulation shall modify the Department's right to shut off Utility Service without prior notice to prevent or alleviate an emergency which presents a danger to life, health, safety or property.

(b) In addition to shut offs caused by revocations of acceptance of applications,

the WRB may cause the Water Department to shut off Utility Service at a Service Location, after notice has been given and the opportunity for an informal hearing provided, on the following grounds:

(1) ten (10) days after a Customer is delinquent for two billing periods; or

(2) when the Water Department or the WRB is denied for two consecutive billing periods access to the Service Location to read or make changes or repairs to the meter.

(c) When the Department shuts off Utility Service to a Service Location, the water and sewer service charges shall not be charged against the Service Location during the period of any termination beginning with the date of any termination. The Owner shall be responsible for the stormwater service charge at all times and under all circumstances.

(d) The Department will suspend the termination of Utility Service to residential occupied properties for nonpayment of a delinquent bill from December 1<sup>st</sup> to March 31<sup>st</sup> of the ensuing year. This suspension does not release any water Customer of the obligation to pay for Utility Service.

#### **100.5 Notice of Shut off**

(a) Shut off Notice to Residential Customer

A shut off notice in English and Spanish will be mailed or delivered to a Customer. Translations to other languages will be provided upon request. If the WRB directly bills a Tenant Customer, a duplicate notice will be mailed or delivered to the Owner Customer. The shut off notice to a Customer shall include at least the following information, when

applicable, in such form, as the WRB or the Department shall from time to time deem appropriate.

- (1) Account number;
- (2) Date of notice;
- (3) Address of property;
- (4) Amount past due;
- (5) Date on or after which water service will be shut off;
- (6) The available methods for avoiding shut off, including:
  - (A) tendering sufficient payment to avoid or postpone shut off of water service or otherwise eliminate the grounds for shut off of service;
  - (B) entering into a payment agreement before the shut off date;
  - (C) paying what is past-due on the most recent payment agreement before the shut off date;
  - (D) enrolling in the City's Water Revenue Assistance Program, if the Authorized User is eligible for the program;
  - (E) applying to the WRB for continued service under USTRA, if the Authorized User is an USTRA Tenant;
  - (F) completing such other steps as may be required as specified in a notice issued by the Department; or
  - (G) requesting an informal hearing within ten (10) days if a dispute exists as to any matter described in

Section 100.7(a) of these regulations;

- (7) A notice that a timely hearing request will prevent shut off until a final decision is made;
- (8) A notice that a hearing request must be made in person or in writing, and must be received within ten (10) days of the date of the notice;
- (9) A telephone number to call for further information or explanation; and
- (10) The Medical Emergency Procedures for delaying shut off pursuant to Section 100.10 of these Regulations.

(b) Shut off Notices Required by USTRA

Shut off notices required to be given to landlords and USTRA Tenants pursuant to USTRA shall comply with the notice provisions of USTRA, 68 P.S. § 399.1 et seq.

(c) Shut off for Lack of Meter Access

If a Service Location is subject to shut off due to lack of a meter reading or lack of access to the meter, the Department will send or deliver a notice to the Service Location by mail or hand delivery stating that to avoid shut off of service and possible additional charges the Customer must contact the Department and provide access to the meter by the Department. If the Department's records show that the mailing address of the Owner is different from the Service Location address, a duplicate notice will be sent or delivered to the Owner by mail or hand delivery to his or her mailing address.

(d) Service of Notices

In the case of service of notices referred to in this Section which are mailed or delivered to a Customer or Service Location, WRB and the Department shall be entitled to rely on the mailing address or service address as reflected on the bill and in the records of WRB or the Department, as of the date the notice is served.

### **100.6 Shut-Off Notice Schedule**

#### **(a) Notice Schedule for Residential Customers**

(1) Except as otherwise provided in Section 100.4 of these regulations, Customers subject to shutoff for any of the reasons stated in these regulations will receive one written notice prior to the date of the proposed shutoff of service.

(2) Except as otherwise provided in Section 100.6(b) of these regulations for notices to landlords required by USTRA, a notice scheduling shutoff after a Customer has been delinquent for two billing cycles will be issued no earlier than the date of the second delinquent bill and at least thirty (30) days prior to the date of the proposed shutoff of service.

(3) A notice for failure to provide access to the meter pursuant to Section 100.4 of these regulations will be mailed or hand delivered in accordance with Section 100.5(c) of these regulations and at least thirty (30) days prior to the date of the proposed shutoff of service.

(4) A notice of plumbing defect for a Customer who has been found to have a plumbing defect will be mailed or hand delivered to the Service Location at least ten (10) days prior to the date of the proposed shutoff of service.

(5) If the Customer does not permit a reading or access to the meter, have a registered plumber correct the defect within the days specified in the notice, pay the delinquent bill in full, enter into a payment agreement, request a hearing or produce a certificate of serious illness pursuant to Section 100.10 of these regulations, the water service to the Residential Property will be subject to shutoff any time on or after the shut-off date set forth on the notice.

#### **(b) Notice Schedule for Notices Required by USTRA**

Shut-off notices required to be given to landlords and USTRA Tenants pursuant to USTRA shall comply with the notice provisions of USTRA, 68 P.S. 399.1 et seq.

#### **(c) Notice to Tenant Customers, Occupant Customers and Owners.**

Where water service to a Tenant Customer or Occupant Customer is to be shut off for reasons of his or her non-payment of charges for Utility Service or his or her failure to permit access to the meter, the Tenant Customer or Occupant Customer shall be afforded the same notice and hearing rights as any other residential Customer under these regulations. In such a case, the WRB or the Department shall promptly send to the Owner by mail or hand delivery to his or her record address(es) a copy of the shut-off notice mailed or delivered to the Tenant Customer or Occupant Customer.

### **100.7 Administrative Hearings**

#### **(a) Informal Hearings before Revenue Department Hearing Officers**

Unless a hearing or an opportunity for a hearing has already been given on the same issue or charges (as determined by the Revenue Department), upon timely request, an Authorized User may request an informal hearing before a Revenue Department hearing officer to contest a written decision or determination of the Water Department or WRB with regard to the following:

(1) the Authorized User's responsibility for the Utility Service charges;

(2) the amount due or any possible errors in computing charges on the Utility Service bill;

(3) shut off for nonpayment;

(4) shut off for failure to provide access to the meter;

(5) denial of a request for continued service pursuant to Section 100.10 of these regulations (Medical Emergency Procedures);

(6) denial of an application for continued water service under USTRA and/or;

(7) a determination that an applicant is ineligible for a HELP loan due to a delinquent balance on his or her Utility Service bill or for a reason other than homeownership.

(b) Appeals to the Tax Review Board (TRB)

(1) Pursuant to Section 19-1605 of the Philadelphia Code, the TRB is authorized to review any adverse final decision or determination of the Revenue Department relating to initial or continued eligibility for an Income-Based Water Rate Assistance

Program (IWRAP) agreement or to a customer's performance of his or her obligations under an IWRAP agreement.

(2) Pursuant to Section 19-1702 of the Philadelphia Code, the TRB has jurisdiction to hear appeals of decisions or determination relating to the liability of any person for any unpaid money or claim collectible by the Department of Revenue for the on behalf of the City, including but not limited to any water or sewer rents.

(c) Appeals to the Office of Administrative Review (OAR)

An Authorized User may appeal the following written decisions or determinations of the WRB directly to OAR:

(1) rejection of an application for service or revocation of acceptance of an application for service under Section 100.2 of these regulations; and/or

(2) any decision or determination relating to a WRB payment agreement, other than an IWRAP agreement.

(d) The Board of License and Inspection Review

The Board of License and Inspection Review hears appeals of notices of property violations and notices of plumbing defects issued by the Water Department.

(e) Procedures for Informal Hearing before Revenue Department Hearing Officers

(1) To be timely, requests for informal hearings before a Revenue Department Hearing Officer must be made:

(A) within thirty (30) days of the date of the disputed bill or written determination that is being disputed; or

(B) within ten (10) days from the date of the first shut off notice, or notice of rejection or revocation of an application for service.

Thereafter, the right to request a hearing is waived, except to dispute charges accruing and determinations made after the date of the first shut off notice, or unless the hearing officer, for good cause shown, grants an untimely request for an informal hearing.

(2) Hearing requests may be made in person to the WRB or by mail. An Authorized User may request a hearing by completing and submitting a form prepared by WRB. The form may be completed by a WRB customer or service representative in exceptional circumstances on a case-by-case basis, e.g. where the Authorized User is visually impaired. If shut off has not occurred, the WRB may upon good cause shown grant a hearing request made after the scheduled shut off date, or more than ten (10) days after the first shut off notice.

(3) Where an Authorized User has requested an informal hearing and Utility Service to a Service Location is on, the WRB shall give at least ten (10) days notice by regular mail or hand delivery to the Authorized User or his or her specified representative, if any, setting forth the time, date and place of hearing and the Authorized User's rights at the hearing as set forth in Sub-sections 100.7(a) of these regulations, provided that an earlier hearing may be scheduled by mutual agreement. Where a hearing is requested and water service to a property is off, or the hearing is

requested by an Authorized User to dispute denial of a request for continued service pursuant to Section 100.10 of these regulations (Medical Emergency Procedures), or a hearing is requested by an Authorized User subject to immediate termination pursuant to Section 100.8(b) of these regulations (Frivolous Appeals), the WRB shall schedule an informal hearing to be held within ten (10) days of receipt of an informal hearing request form, unless a later time is requested.

(4) The Authorized User, or his or her designated representative who need not be an attorney, may request in writing or may visit the WRB in person during regular working hours, to review and receive copies of any available records relevant to Utility Service at such individual's primary residence, including any computer printout relevant to the billings for Utility Service to the Service Location. WRB will make a good faith effort to respond to such a request in accordance with WRB policy and procedures.

(5) Upon showing of good cause by the Authorized User, such as illness, one continuance of the informal hearing shall be granted for a total period not to exceed ten (10) days. Additional continuances may be granted within the discretion of the Revenue Department.

(6) The informal hearing shall be conducted by an impartial hearing officer who shall be an employee of the City knowledgeable about water usage, billing practices and procedures, but who has not previously discussed or considered the dispute with the Authorized User, except in his or her capacity as a hearing officer.

(7) At the informal hearing, the



hearing officer shall consider all relevant evidence and shall permit the presentation and questioning of relevant witnesses and documents as determined by the hearing officer. The Authorized User may bring a representative who need not be an attorney. All testimony at the hearing may be recorded by the hearing officer but the recording will not be transcribed unless a party at the hearing requests and makes arrangements for payment for such a transcript or other circumstances warranting a transcription exists. Unless objected to, parties may make their own tape recording of the hearing, but the only official record shall be that made by the hearing officer.

(8) The hearing officer may request a meter re-reading at no charge to the Authorized User and/or a meter test, the cost of which will be charged to the Authorized User if the test shows that the meter is accurate within 2%. The hearing officer shall review such evidence in reaching a final decision on the dispute.

(9) The hearing officer may conduct the hearing telephonically upon a timely request of a party and a showing of good cause, e.g. Authorized User is disabled, ill, a senior citizen or out of town.

(10) The hearing officer has the authority to determine, either on his or her own motion or upon a motion of a party to the hearing, that an Authorized User does not have standing, or that a matter is moot or not yet ripe for a decision, or that the matter is more appropriately decided by another City office, department, board or commission.

(11) After the hearing, the hearing officer shall send to the Authorized User and to his or her specified representative,

if any, by first class mail a written decision with a summary of the facts and reasoning that are the basis of the decision. Any meter rereading, inspection or meter test findings shall be included in the hearing decision, if applicable and relevant to the decision.

(12) Thereafter, any obligation of the Authorized User affirmed by the hearing officer must be satisfied within thirty (30) days of the date of the decision. Upon the expiration of thirty (30) days, unpaid disputed charges shall be delinquent.

### **100.8 Rights Pending Final Decision**

(a) Except as otherwise provided in this Section or elsewhere in these regulations, WRB and the Water Department will not shut off Utility Service to a Service Location in the following circumstances and during the following periods:

(1) from the initiation of a dispute covered by Section 100.7(a) of these regulations until thirty (30) days after the issuance of a decision on that dispute;

(2) while a dispute about an account is being reviewed by the Account Analysis Unit (AAU) of the Revenue Department;

(3) from the filing of a completed informal hearing request form in accordance with Section 100.7 of these regulations until thirty (30) days after the issuance of an informal hearing decision;

(4) from the filing of a completed hearing request with the Tax Review Board (TRB) or Office of Administrative Review (OAR) until thirty (30) days after the issuance of a TRB or OAR decision;

(5) when WRB is notified of a medical emergency condition in accordance with Section 100.10 of these regulations; or

(6) during such other periods as established by WRB or Water Department rules, regulations or written policy.

However, the Authorized User must pay the undisputed portion of disputed bill(s) and shut off of service may occur if the undisputed portion becomes delinquent.

(b) Frivolous Appeals. Except as provided in this Subsection below, if an Authorized User is found by a decision of a hearing officer to have filed or submitted at least two Frivolous Appeals and the hearing officer's decision is not appealed further or is appealed and upheld after further appeal, then subsequent informal hearing requests by such Authorized Users within 18 months of the hearing officer's Frivolous Appeal determination will not result in a stay or postponement of shut off of Utility Service. Instead, upon filing of a subsequent informal hearing request by such an Authorized User under the circumstances described above, an informal hearing will be scheduled on an expedited basis (within 10 days of an informal hearing request form), unless a later time is requested by the Authorized User. A request to delay the hearing will not stay shut off of Utility Service. If a hearing officer decides a future informal hearing request in favor of such Authorized User, the Frivolous Appeal restrictions will be lifted.

(c) A notice of the rights of review, compromise, waiver and refund with the TRB, OAR and/or the Department of Revenue under Chapter 19-1700 of The Philadelphia Code and the stay procedures set forth below shall be included by the hearing officer in every hearing decision.

(d) If an Authorized User timely files a petition for review with the TRB or the OAR raising matters within the jurisdiction of the TRB/OAR and the matters were raised before the informal hearing officer, the WRB will stay further shut off action pending a final decision of the TRB/OAR, provided that the Authorized User or his or her representative promptly notifies the hearing officer in writing of the petition and the Authorized User pays or arranges to pay any undisputed past charges, including penalties, and thereafter complies with any outstanding payment agreements and pays or arranges to pay all current charges when due in the future, except as otherwise provided during medical emergencies as set forth in Section 100.10 of these regulations.

If a stay is revoked because of the failure of an Authorized User or their representative to comply with these conditions, the WRB shall give at least ten (10) days written notice by mail or hand delivery of its intention to shut off Utility Service. In no case will the filing of a petition for review require the Water Department to restore Utility Service already shut off, except as otherwise provided during medical emergencies as set forth in Section 100.10 of these regulations.

(e) After a final decision of the TRB/OAR regarding a billing issue, the WRB will mail a final bill to the Authorized User who requested review by TRB/OAR with a notice that the Authorized User will have thirty (30) days from the date of the bill to pay or enter into payment agreement with the WRB to pay the original or modified charges or the Service Location will be subject to shut off without further notice, unless the property is occupied by one or more USTRA Tenants, in which case



appropriate notice shall be provided in accordance with USTRA and Section 100.6 of these regulations.

(f) If the Authorized User files a petition for compromise, waiver or refund, the Authorized User may apply in writing to the WRB, which may in its discretion grant a stay of further shut off action pending final decision on the petition.

## **100.9 Payment Agreements<sup>2</sup>**

### **(a) Standard Payment Agreements**

Customers with unpaid balances on their accounts may contact the WRB to apply for a payment agreement. Payment agreements for Customers whose service is shut off will have the terms set forth in Section 100.12 of these regulations. Except as otherwise provided in Subsections (b), (c) and (h) of this Section for Customers with household income at or below 250% of the federal poverty level, subsection (d) of this Section for Customers enrolled in TAP, or in Section 100.11 of these regulations for initial payments to the Department representative at the time of the shut off visit, payment agreements for Customers whose service is on will have the following terms:

(1) Initial Payment: 25% of the outstanding delinquency, provided that the WRB may waive all or a portion of the initial payment for Customers with household income at or below 250% of the federal poverty level.

(2) Subsequent Payment: The remainder of the outstanding delinquency

shall be paid in equal monthly installments on an agreed upon day of each month until the balance of the delinquency is paid in full. Standard payment agreement terms normally will not exceed eighteen (18) months.

(3) Current Charges: All subsequent undisputed charges, including penalties on the outstanding delinquency, must be paid when due in addition to the payments on the delinquency or the agreement will be breached.

(4) Penalty charges will not accrue on the outstanding balance for each month that the payment agreement is fully complied with.

(5) Customers with household incomes above 250% of the federal poverty level who cannot meet the foregoing standard payment agreement terms due to Special Hardship, may apply to the WRB for TAP pursuant to Section 206.2 of these regulations. For purposes of this section and Section 100.12 of these regulations, the term “Special Hardship” shall have the meaning set forth in Section 206.1 of these regulations implementing TAP.

### **(b) Water Revenue Assistance Program (WRAP) Payment Agreements<sup>3</sup>**

Customers with household incomes at or below 250% of the federal poverty level may contact the WRB to make a WRAP payment agreement. The initial and subsequent payments on the delinquency shall be determined as follows:

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<sup>2</sup> Nothing in these regulations will modify the rights of existing Customers or the obligations of WRB with respect to any existing payment agreements.

<sup>3</sup> WRB will accept requests for new WRAP applications until June 30, 2017. Enrollment in new

WRAP Payment Agreements will be closed to Customers who do not return a completed WRAP application by July 14, 2017.

(1) Before entering into a WRAP payment agreement, the WRB will require documentation of household income.

(2) Initial Payment: 10% of the outstanding delinquency. The outstanding delinquency shall include meter installation charges, if applicable.

(3) Subsequent Charges: 5% on arrearage balance plus current charges. All subsequent undisputed charges, including penalties on the outstanding delinquency, must be paid when due in addition to the payments on the delinquency or the agreement will be breached.

(4) Penalty charges will not continue to accrue on the outstanding delinquent balance for each month that the payment agreement is fully complied with.

#### (c) Extended Payment Agreements

Customers with household incomes above 150% of the federal poverty level and at or below 250% of the federal poverty level may apply to the WRB for an extended payment agreement. Such payment agreements:

(1) Shall be based on household income.

(2) May have payout terms which exceed eighteen (18) months if the WRB determines that a term of 18 months or less would result in an average monthly total bill for current service, usage and stormwater charges and for payment of arrears that is in excess of approximately 4% if the Customer's Monthly Household Income as defined in Sections 206.1 of these regulations.

(3) May waive all or a portion of the initial down payment.

(4) Shall provide that penalty charges will not accrue on the outstanding balance for each month that the payment agreement is fully complied with.

(5) Shall require the payment of all charges when due or the payment agreement will be breached.

(6) May require Customers to participate in the Department's Water Conservation Program.

#### (d) TAP Payment Agreements

(1) Customers enrolled in TAP with in-program arrears due to nonpayment of TAP Bills may apply to WRB for a TAP Payment Agreement regarding such unpaid TAP Bills and other charges assessed during the period such Customer's service was off (collectively referred to as "Post-TAP Arrears"). Such TAP Payment Agreements generally shall require payment of Post-TAP Arrears in twelve equal installments.

(2) WRB may deny a Customer's application for a TAP Payment Agreement for good cause shown, including without limitation, a determination that WRB has entered into two or more prior TAP Payment Agreements with the Customer.

(e) Payment agreements shall be in writing and shall contain the Customer's promise or acknowledgement that:

(1) In addition to monthly payments under the agreement, the Customer must pay current charges on the account.

(2) Notwithstanding the payment agreement, a lien may be placed upon the

Customer's property for the amount of the outstanding account balance. Customers enrolled in TAP will not have liens placed on their property in accordance with Section 206.8 of these regulations.

(3) The Customer may request a review of a payment agreement in person or in writing. Before defaulting on an agreement, the Customer must notify the WRB of circumstances which may warrant a review of the payment agreement. If the Customer presents satisfactory evidence to the WRB of a change in household income which would warrant a change in the payment terms of the agreement, the WRB may appropriately modify the payment agreement, provided the Customer is not in default on the agreement. The original agreement shall remain in effect unless so modified.

(4) Except as otherwise provided in Section 206.0 through 206.10 of these regulations for Customers enrolled in TAP, delinquencies which accrue during the course of a payment agreement will not be waived, suspended or deferred.

(f) When a payment agreement is entered into, the WRB's representative will:

(1) Advise the Customer of the amount that the Customer is required to pay each month, the dates when such monthly payments are due, the date the last payment is due, and the number of months the agreement will take to complete.

(2) Provide the Customer with a copy of the agreement.

(3) Advise the Customer to inform WRB of change in household income before defaulting on an agreement, because the

Customer may request a review of the agreement.

(g) Breach of Payment Agreement and Bad Checks

(1) "Breach" of a payment agreement means failure to make timely payment of the initial payment or subsequent payments, failure to pay current charges when due including penalties, tender of a "bad" check or a check returned for insufficient funds to the WRB, or failure to notify the WRB of a change in household income before defaulting on the agreement.

(2) If a Customer breaches a payment agreement entered into after receipt of a shut off notice relating to a property which is not USTRA Tenant occupied, the WRB may mail or otherwise deliver an appropriate shut off notice to the Customer scheduling shut off no less than ten (10) business days thereafter. Shut off of water service may thereafter proceed without further notice or attempt at personal contact. If a Customer breaches a payment agreement relating to a property which is inhabited by USTRA Tenants, the Customer and the USTRA Tenants will be given appropriate notices scheduling shut off in conformance with USTRA and Sections 100.5(b) and 100.6(b) of these regulations.

(3) Subsequent to the mailing or delivery of a shut off notice as a result of a breach of the payment agreement, and prior to actual shut off, a Customer shall have a right to cure the breach and resume making payments in accordance with the terms of the payment agreement and these regulations.

(4) If a Customer breaches a payment agreement and the same is not cured as provided herein, or gives the WRB

a bad check after having received a shut off notice, the decision to modify or review any existing agreement, enter into any future agreements, or to otherwise extend further credit on any existing or future delinquency of the Customer and the terms of such credit shall be within the sole discretion of the WRB.

#### (h) WRAP-WRBCC Payment Agreements<sup>4</sup>

The Water Revenue Bureau Conference Committee (WRBCC or The Committee) is a governing board that monitors the equity applied in determining the most affordable payment plan terms for income eligible customers. The Committee is comprised of employees of the Revenue and Water Departments. Payment agreements issued by WRB under this subsection are known as WRBCC payment plans. The WRBCC is empowered to develop flexible payment plans based on a household's income and/or expenses. The WRBCC in its discretion may suspend all or a portion of any arrearages in the establishment of payment plans. The WRBCC is also empowered to review payment plans at any time, but at least on an annual basis. Based upon its review, the WRBCC may modify, rescind or revoke any payment plan previously established.

(1) Customers with household incomes at or below 250% of the federal poverty level who cannot afford the standard payment agreement described at Section 100.9 of these regulations may apply to the WRB for WRBCC payment plans.

(2) A Customer threatened with shut off whom the WRB knows to be between 150% and 250% of the federal poverty level must furnish proof of income and expenses

to the WRB in order for it to determine which affordable payment plan the Customer is a candidate to receive. The WRB shall consider the following household expenses in determining ability to pay: Rent or mortgage, utility bills, telephone, food, medical bills, transportation, laundry, clothing, toiletries, taxes, insurance, and other reasonable expenses. Customers with household income below 150% of the federal poverty level shall not be required to document expenses.

(3) Accepted applicant may be required to participate in the Water Department's Water Conservation Program as a condition of the WRBCC payment plan.

(4) Waiver of Penalty. Penalty charges will not accrue on the outstanding balance during the term of the WRBCC payment plan.

(5) "Breach" of a WRBCC payment plan is consistent with the definition of "breach" stated at Section 100.9(g) of these regulations. In the case of a breach of a WRBCC payment plan, the Customer will be afforded the same rights as in Subsection 100.9(g) of these regulations.

(i) Decisions in Writing. Any decision or determination of the WRB relating to a WRB payment agreement, the amount of arrears for which the Customer is responsible, the completeness of a Customer's application and the adequacy or completeness of any documentation submitted in connection with an application for a payment agreement, or the Customer's performance of his or her obligations under a WRB payment agreement shall be

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<sup>4</sup> WRB will accept requests for new WRAP applications until June 30, 2017. Enrollment in new WRAP-WRBCC Payment Agreements will be closed

to Customers who do not return a completed WRAP application by July 14, 2017.

provided to the Customer in writing, and shall include a specific reason for the decision or determination, and a statement of the Customer's right to an administrative hearing to dispute such decision.

(j) Language Access/Non-English Speakers. Consistent with applicable law and policy, the WRB and the Department shall take reasonable steps to ensure meaningful access to payment agreements for Limited English Proficient (LEP) persons by complying with the requirements of Section 8-600 of the Philadelphia Home Rule Charter, Section 19-1605 of the Philadelphia Code, the Executive Order regarding Citywide Policy on Language Access and the applicable Language Access Plans prepared in accordance with the City's language access policy.

#### **100.10 Medical Emergency Procedures**

(a) The WRB shall delay shut off of water service where shut off will aggravate an existing serious illness of any person who is a resident of the Residential Property if a written certification on a physician's stationery, dated and signed by a physician is submitted to the WRB which sets forth the name, address, and telephone number of the physician, the name and address of the resident who is ill, that the physician has examined the person, and the nature, seriousness and expected duration of the illness.

(b) The certification of illness shall delay shut off for the length of the illness or thirty (30) days from the date that the certificate is submitted, whichever is less, and may be renewed for no more than an additional thirty (30) days.

(c) The right to delay shut off under this Section may only be exercised once in

any twelve month period.

#### **100.11 Procedure at Shut Off**

(a) Provided that no action to avoid or delay a shut off has been taken as provided herein, a Department representative will visit the Residential Property on or after the scheduled date to shut off service.

(b) Except as otherwise provided in Section 100.10 of these regulations for medical emergencies, Customers may avoid shut off of service for nonpayment of prior bills issued by WRB only under the following circumstances:

(1) If no payment agreement has previously been entered into for the delinquency; (i) tender of the appropriate visit fee and 50% of the outstanding account balance to the Department representative by check, cashier's check or money order payable to the WRB if the Customer is not enrolled in TAP; or (ii) tender of the appropriate visit fee and 50% of the outstanding account balance of Post-TAP Arrears to the Department representative by check, cashier's check or money order payable to the WRB if the Customer is enrolled in TAP .

(2) The Customer must thereafter contact the WRB and enter into a payment agreement within the next five (5) business days or service will automatically be shut off on or after the sixth (6<sup>th</sup>) business day following the initial visit by the Department representative. All subsequent undisputed charges, including penalties on the unpaid delinquency, must be paid when due in addition to the installments under agreement, or the agreement will be considered breached.

(3) If service is to be shut off for breach of a payment agreement for which the Customer has not availed himself or herself of his or her right to cure, tender of the appropriate visit fee and 100% of the outstanding balance on the agreement to the Department representative, by check, cashier's check or money order payable to the WRB.

(c) If partial payment in an amount approved by a WRB supervisor is received where no payment agreement has previously been entered into for the delinquency or if a showing of serious illness is made, service will be shut off without further notice, unless within five (5) business days, the Customer pays the balance in full, enters into a payment agreement for the balance due on the terms set forth in Section 100.9 of these regulations or submits a certification of illness as provided in Section 100.10 of these regulations.

(d) If service is to be shut off for lack of a meter reading, shut off may be avoided by permitting the Department representative to read the meter.

(e) When water service is shut off, the Department representative shall leave at the property a notice informing the residents of the shut off and what steps can be taken to restore the water service.

(f) When the Customer has given the WRB a "bad" check, such as a check returned for insufficient funds, within the previous thirty-six (36) months, the WRB will require payment of the sums listed above in this Section by certified check, cashier's check or money order. Cash will not be accepted under any circumstances, except at the WRB's Municipal Services Building location.

## **100.12 Restoration of Service**

(a) Service shall be restored within one (1) day, if possible, when the following conditions are met:

(1) The Customer permits a meter reading or access to the meter for inspection, changes or repairs; and/or

(2) The Customer permits installation of a meter if the Dwelling Unit is not separately metered. The Dwelling Unit must be set up for individual metering by a registered plumber to the Department's satisfaction at the expense of the Customer. Installation charges for the meter will be charged to the Customer; and/or

(3) The Customer makes payment in full of the outstanding account balance and appropriate restoration charges; and/or

(4) One or more USTRA Tenants pays the Utility Service charges incurred in the thirty (30) day period preceding the notice of shutoff; and/or

(5) the Customer has a registered plumber perform the plumbing repairs and correct the defects indicated in a notice of plumbing defect.

(b) Customers above 250% of the federal poverty level and not enrolled in TAP may pay appropriate restoration charges and enter into a payment agreement as follows:

(1) Initial Payment: If no payment agreement has previously been entered into for the outstanding account balance, 50% of the total bill presently due, such payment to be made prior to restoration of water service. If a payment agreement has previously been entered into and service has been shut off



because of a breach thereof, 100% of the outstanding delinquency must be paid.

(2) Subsequent Payments: The remainder of the outstanding delinquency shall be divided equally amongst the number of months of the agreement.

(3) Current Charges: All subsequent undisputed charges, including penalties on the unpaid delinquency, must be paid when due in addition to the installments under the payment agreement, or the agreement will be breached.

(c) Customers who are determined to be at or below 250% of the federal poverty level pursuant to Section 100.9 of these regulations and who are not enrolled in TAP may pay appropriate restoration charges and enter a payment agreement as follows:

(1) Initial Payment: If no payment agreement has previously been entered into for the outstanding account balance, 25% of the total bill presently due, such payment to be made prior to restoration of water service. If a payment agreement has previously been entered into and service has been shut off because of a breach thereof, 50% of the outstanding delinquency must be paid.

(2) Subsequent Payments: The remainder of the outstanding delinquency shall be divided equally amongst the number of months of the agreement. The number of months of the payment agreement will be determined so that the Customer's estimated average monthly total bill for the current service, usage and stormwater charges and payment of arrears is reasonably anticipated to be approximately 4% of the Customer's Monthly Household Income as defined in section 206.1 of these regulations.

(3) Current Charges: All subsequent undisputed charges, including interest and penalties on the unpaid delinquency, must be paid when due in addition to the installments under the payment agreement, or the agreement will be breached.

(d) In the event service to a Customer enrolled in TAP is terminated for non-payment of TAP bills, such Customer shall be entitled to restoration of service (i) upon payment of such unpaid Post-TAP Arrears, (ii) upon such Customer's entry into a TAP Payment Agreement with the WRB regarding such Post-TAP Arrears pursuant to Section 100.9(d) of these regulations, or (iii) upon a finding of Special Hardship by the WRB.

(e) Restoration of service shall be available to applicants for TAP, subject to reasonable limitations established by WRB and the Department concerning the frequency and number of applications that may be requested in order to restore service.

(f) Where the Customer has given the WRB a "bad" check or a check returned for insufficient funds within the previous twelve (12) months, the WRB will require payment of the sums listed above in this Section by certified check, cashier's check or money order. Cash will not be accepted under any circumstances, except at the WRB's Municipal Services Building location.

(g) Upon good cause shown, the WRB or the Department may in its discretion allow restoration of service upon terms more favorable to the Customer than otherwise permitted herein.

### **100.13 Posting of Authorized User Rights**

(a) The WRB will post in several conspicuous places in its offices easily

understood posters to notify Authorized Users of their rights, including the right to dispute the WRB's decision.

(b) The Department and WRB will post a flyer or brochure describing the dispute process on their websites.

#### **100.14 Modifications**

These regulations shall be subject to and shall be modified by any amendments to the Pennsylvania Utility Service Tenants Rights Act ("USTRA"), 68 P.S. §399.1 et seq., without further notice.

### **101.0 COMMERCIAL CUSTOMERS**

#### **101.1 Definitions**

The following words and phrases when used in Sections 101.0 through 101.10 of these regulations have the meanings given to them in this Section unless specifically provided otherwise or unless the text clearly indicates otherwise:

(a) Business Use Property: Any property used for either profit or non-profit that can be classified in the following categories:

(1) Residential Rental Property: Any single family home or multi-unit building acquired with the intent of or actually renting all or part of the property to another for use as a residential dwelling. A property does not qualify as Residential Rental Property if it meets all of the following criteria:

(A) it is the principal residence of the Owner;

(B) it consists totally of residential units; and

(C) it consists of less than four (4) units.

(2) Commercial Property: Property acquired or leased for purposes of carrying on a trade, business, profession, vocation or any manufacturing, commercial, service, financial or utility business or activity including, but not limited to, hotels, office buildings, gas service stations, laundries, commercial establishments, stores, malls, car washes, parking lots or any other commercial use.

(3) Combined Use Property: Property used as both Residential Rental Property and Commercial Property.

(b) Commercial Tenant: An individual or entity that leases a Business Use Property pursuant to a current lease agreement.

(c) Commercial Property Owner: An individual or entity that owns a Business Use Property.

(d) Commercial Customer: An individual or entity with title to a Business Use Property, his or her duly authorized agent or his or her Guaranteed Lessee who by operation of law or agreement is primarily responsible for the payment of charges for water/sewer/stormwater service at a Business Use Property.

(e) Department: The Philadelphia Water Department also referred to as PWD or the Water Department.

(f) Guaranteed Lessee: A Commercial Tenant to whom a Commercial Property Owner has made an assignment of ownership rights by agreement thereby making the Commercial Tenant primarily



responsible for the payment of water/sewer charges.

(g) Guarantor: A Commercial Property Owner who guarantees payment of water/sewer/stormwater charges by a Guaranteed Lessee.

(h) USTRA: The Utility Service Tenants Rights Act, 68 P.S. §399.1 et seq.

(i) USTRA Tenant: A “tenant” as defined for water service by USTRA, 68 P.S. §399.2.

(j) WRB: The Water Revenue Bureau, within the Philadelphia Revenue Department.

## **101.2 Application for Service**

The WRB will accept Commercial Property Owners, their duly authorized agents or Guaranteed Lessees as Commercial Customers and will direct the Department to provide water/sewer/stormwater service in their names to their Business Use Properties under the terms and conditions set forth in these regulations.

(a) Application to Become a Customer:

(1) A Commercial Property Owner shall become a Commercial Customer as of the date of title transfer established by the record deed subject to the eligibility requirements set forth below.

(2) A Commercial Tenant who wishes to become a Commercial Customer of the WRB may apply to become a Guaranteed Lessee. To apply for Commercial Customer status the Commercial Tenant (“applicant”) must submit:

(A) name(s) of principals, a current business address, a current business license, and phone numbers;

(B) a completed application and affidavit in such form as the WRB shall from time to time deem appropriate wherein the applicant provides:

(i) Satisfactory evidence of the Commercial Property Owner's consent to possession of the Business Use Property by the Commercial Tenant. Such evidence will usually be in writing, including, for example, a current lease agreement for the Business Use Property for which the applicant desires service, or other written evidence of tenancy or written evidence of the owner's consent to occupancy; and

(ii) A written guarantee from the Commercial Property Owner assuring payment of any water/sewer/stormwater charges billed to the Commercial Tenant.

(3) Upon receipt of the evidence and documents required in Section (b) above, the WRB shall determine whether the Commercial Tenant is eligible to become a Commercial Customer.

(4) All WRB determinations shall be made in writing upon the application form and a copy given or mailed to the applicant. After acceptance by the WRB, the Guaranteed Lessee customer shall be entitled to the same rights and subject to the same obligations as any other Commercial Customer of the WRB.

(b) Eligibility

A Commercial Property Owner or Commercial Tenant (either shall be known as "applicant") is qualified to become a

Commercial Customer under these regulations, UNLESS:

(1) The applicant has not paid or arranged to pay for past due charges for water/sewer/stormwater service for which he is legally responsible at this or another service address, including charges for unauthorized usage.

(2) The Guarantor has not paid outstanding water/sewer/stormwater charges at time of application.

(3) Water service to the Business Use Property is legally off, there exist uncorrected PWD violation(s) at the property and/or service to the property would endanger health or safety.

In determining whether uncorrected PWD violations exist in a Business Use Property, the WRB shall request that the PWD promptly review its files and/or the property and provide the WRB with a listing of any violations. The applicant shall be given a written list of any violations and advised that it is his or her responsibility to correct the violations and provide a certification that the corrections have been made from a registered plumber before service will be provided. In no case will water service be provided if the Business Use Property is found at any time by the PWD to be in a condition not suitable to receive water, or in a condition which would create an emergency or dangerous condition to itself or another property.

(4) Service to a Business Use Property necessitates revision of the Department's distribution facilities or acquisition of additional rights-of-way or the quantity of water required or expected pattern of usage negatively impacts existing customers or

does not comply with the regulations governing water service and sewer service.

#### (c) Additional Conditions

(1) All commercial applicants shall provide any information as may be required by the WRB or PWD.

(2) If the Business Use Property is already separately metered, a meter reading must be taken before the applicant will be accepted as a Commercial Customer. The reading may be taken by the applicant, but the WRB reserves the right to require a reading by the WRB or the PWD before the applicant will be accepted. In such cases, the WRB will promptly order a meter reading and advise the applicant to facilitate reading of the meter.

(3) If the applicant's property is presently set up for individual metering but no meter is at the property, a meter will be installed before the applicant will be accepted as a Commercial Customer. In such cases, the WRB will promptly order from the PWD the installation of a meter and advise the applicant to facilitate entry of the necessary PWD personnel into the property for this purpose. Meter charges must be paid before water services will be provided.

(4) If the applicant's property is not individually metered, the Dwelling Unit must be set up for individual metering by a registered plumber to the PWD's satisfaction at the expense of the applicant and a water meter must be installed before an applicant will be accepted as a Commercial Customer. Installation charges must be paid before water service will be provided.

#### (d) Turn-on of Service

Notwithstanding any other provision of these regulations, where service has previously been shut off by the PWD or the WRB for any reason under these regulations, and the WRB has been notified that the Department of Licenses and Inspections has determined the premises to be in dangerous or imminently dangerous condition pursuant to the Building Code, Title 4 of the Philadelphia Code, service will be provided only upon the prior written consent of the Department of Licenses and Inspections.

(e) Rejection of Application

If the applicant is rejected as a Commercial Customer, the WRB shall so indicate on the application and give its reasons therefore in writing in the appropriate space on the application. WRB will note any condition that must be met and itemize charges that must be paid in order to obtain service. A copy of the rejected application shall be promptly mailed to the applicant.

(f) Revocation of Acceptance of Guarantee

Should the WRB after issuance of a written acceptance of the application receive written notice, in a form acceptable to the WRB, that the payment guarantee by the Commercial Property Owner has been withdrawn, revoked or rescinded, the WRB may deny, revoke and rescind Commercial Customer status to the Commercial Tenant. The WRB will give its reasons for revocation or rescission in writing. The revocation and rescission will be effective ten (10) days after notice to the applicant unless the applicant requests a hearing to dispute withdrawal of the guarantee.

(g) Termination of Customer Relationship

(1) After acceptance by the WRB of an application, Commercial Customers will remain responsible for paying all future charges for water/sewer/stormwater service to business use properties until such time as there is:

(A) a revocation of the payment guarantee by the Guarantor;

(B) acceptance of a new Commercial Customer for the Business Use Property by the WRB and the taking of a final meter reading; or

(C) issuance of a discontinuance permit and termination of service at the Commercial Property Owner's request provided there is no outstanding guarantee on the property. Commercial Property Owners remain responsible for paying the stormwater charge even after a discontinuance permit is issued.

(2) The Guarantor shall notify the Guaranteed Lessee of the termination of their status as Commercial Customers in writing by first class mail.

(3) Commercial Property Owners remain responsible for paying water/sewer charges until the issuance of a discontinuance permit or replacement by a new Commercial Customer. Commercial Property Owners remain responsible for paying the stormwater charge even after a discontinuance permit is issued.

### **101.3 Shutoff of Service**

(a) Nothing in this regulation shall modify the Department's right to shut off service without prior notice to prevent or alleviate an emergency which presents a danger to life or property.

(b) The WRB may cause the PWD to terminate water service at a Business Use Property, after an appropriate shut-off notice has been given, on the following grounds:

(1) after a Commercial Customer is delinquent for two billing periods; or

(2) when the Water Department or the WRB is denied for two consecutive billing periods access to the Business Use Property to read, make changes to or repair the meter or the Commercial Customer has unreasonably refused to take or permit a meter reading or to provide access to the meter.

#### **101.4 Notice of Shutoff**

(a) Shut-off Notice to Commercial Customer

A shut-off notice will be mailed to a Commercial Customer. The shut-off notice shall include at least the following information, in such form as the WRB shall from time to time deem appropriate.

(1) Account number,

(2) Address of property,

(3) Amount past due,

(4) Date on or after which water service will be shut off,

(5) The available methods for avoiding shutoff, including:

(A) Paying the entire balance, including penalty, before the shut-off date; or

(B) Negotiating a payment agreement before the shut-off date; or

(C) Making an appointment for a meter reading or for access to the meter by the Water Department, such appointment to be scheduled within ten (10) days of the shut-off date.

(D) Requesting a hearing within ten (10) days if a dispute exists as to:

(i) Commercial Customer's responsibility for the bill,

(ii) amount due or other possible errors in the bill

(iii) whether the WRB has properly applied payment agreement terms,

(iv) whether the Commercial Customer has unreasonably refused to take or permit a meter reading or to provide access to the meter.

(6) A timely hearing request will prevent shutoff until a final decision is made.

(7) A hearing request may be made by telephone, in person or in writing, and must be received within ten (10) business days prior to the date of shutoff.

(8) A telephone number to call for further information or explanation.

(b) Shut-off Notices Required by USTRA

Shutoff notices required to be given to landlords and USTRA Tenants pursuant to USTRA shall comply with the notice provisions of USTRA, 68 P.S. § 399.1 et seq.

(c) Shutoff for Lack of Meter Access

If a Commercial Property is subject to shutoff due to lack of a meter reading or lack of access to the meter, the Department will send or deliver a notice to the Commercial Customer by mail or hand delivery stating that to avoid shutoff of service and possible additional charges the customer must contact the Department and provide access to the meter by the Department.

### **101.5 Shut-Off Notice Schedule**

(a) Commercial Customers subject to shutoff for any of the reasons stated in these regulations will receive one written notice prior to the date of the proposed shutoff of service.

(b) Except as otherwise provided in Section 101.5(c) of these regulations for notices to landlords required by USTRA, a shut-off notice scheduling shutoff after a Commercial Customer has been delinquent for two billing cycles will be issued no earlier than the date of the second delinquent bill and at least ten (10) days prior to the date of the proposed shutoff of service.

(c) Shutoff notices required to be given to landlords and USTRA Tenants pursuant to USTRA shall comply with the notice provisions of USTRA, 68 P.S. 399.1 et seq.

(d) A shut-off notice scheduling shutoff for a Commercial Customer who has refused the City access to the meter pursuant to Section 101.3 of these regulations will be mailed to the Commercial Customer and at least ten (10) days prior to the date of the proposed shutoff of service.

(e) A notice of plumbing defect for a Commercial Customer who has been found to have a plumbing defect will be mailed or

hand delivered to the service address at least ten (10) days prior to the date of the proposed shutoff of service.

(f) If the Commercial Customer does not permit a reading or access to the meter, have a registered plumber correct the defect within the days specified in the notice, pay the delinquent bill in full, enter into a payment agreement, or request a hearing, water service to the Business Use Property will be subject to shutoff any time on or after the shut-off date set forth on the notice, unless the property is occupied by a residential tenant, in which case appropriate notice shall be provided as specified in Section 100.5 of these regulations.

### **101.6 Hearings**

(a) Upon timely request, a Commercial Customer may request an informal hearing before a Revenue Department hearing officer to:

(1) Dispute the Commercial Customer's responsibility for the charges on the water/sewer/stormwater bill;

(2) Dispute the amount due or any possible errors in computing charges on the water and sewer bill;

(3) Dispute whether payment agreement terms have been properly applied;

(4) Dispute shutoff for failure to take or permit a meter reading or to provide access to the meter; and/or

(5) Dispute shutoff for nonpayment or lack of access to the meter to change repair or read.

(b) Appeals to the Tax Review Board

(TRB)

Pursuant to Section 19-1702 of the Philadelphia Code, the TRB has jurisdiction to hear appeals of decisions or determinations relating to the liability of any person for any unpaid money or claim collectible by the Department of Revenue for or on behalf of the City, including but not limited to any water or sewer rents.

**(c) The Board of License and Inspection Review**

The Board of License and Inspection Review hears appeals of notices of property violations and notices of plumbing defects issued by the Water Department.

**(d) Procedures for Informal Hearings before Revenue Department Hearing Officers**

The procedures for informal hearing before Revenue Department Hearing Officers regarding disputes by Commercial Customers shall be the same as the procedures set forth in Section 100.7(e) of these regulations.

**101.7 Rights Pending Final Decision**

(a) A notice of a Commercial Customer's rights of review, compromise, waiver and refund with the Tax Review Board ("TRB") and the Department of Revenue under Chapter 19-1700 of the Philadelphia Code and the stay procedures set forth below shall be included by the hearing officer in every hearing decision.

(b) If a Commercial Customer timely files a petition for review with the TRB raising matters within the jurisdiction of the TRB and the matters were raised before the hearing officer, the WRB will stay further shutoff action pending a final decision of the

TRB, provided that the Commercial Customer promptly notifies the hearing officer in writing of the petition and pays or arranges to pay any undisputed past charges, including penalties, and thereafter complies with any outstanding payment agreements and pays or arranges to pay all current charges when due in the future.

If a stay is revoked because a Commercial Customer's failure to comply with these conditions, the WRB shall give at least ten (10) days written notice by mail of its intention to shut off service. In no case, will the filing of a petition for review require the WRB to restore service already shut off.

(c) After a final decision of the TRB, the WRB will mail a final bill to the Commercial Customer with a notice that the Commercial Customer will have thirty (30) days from the date of the bill to pay or enter into payment agreement with the WRB to pay the original or modified charges or the Business Use Property will be subject to shutoff without further notice, unless the property is occupied by a residential tenant, in which case appropriate notice shall be provided as specified in Section 100.5 of these regulations.

(d) If the Commercial Customer files a petition for compromise, waiver or refund, the Commercial Customer may apply in writing to the WRB which may in its discretion grant a stay of further shutoff action pending final decision on the petition. If a stay is granted, the procedures in Subsections 101.7 (b) and (c) shall apply.

**101.8 Payment Agreements**

(a) Commercial Customers may negotiate a payment agreement with the WRB. Such



agreements will have the following standard terms:

(1) To enter an agreement fifty percent (50%) of the outstanding balance must be paid at the signing of the agreement. The WRB may, with proof of personal and business financial condition as specified in Section 101.8 (a)(5) of these regulations, accept thirty-three percent (33%) of the outstanding balance with supervisory review and twenty-five percent (25%) of the outstanding balance with management review.

(2) The balance outstanding must be paid in six (6) equal installments beginning thirty (30) days after the initial down payment.

(3) All current bill(s) must be paid when rendered.

(4) A three (3) month extension on the payout of the balance (nine (9) month payout) may be granted with supervisory review and approval. Any payout exceeding nine (9) months will require management review and approval.

(5) If a Commercial Customer requests a payout to exceed nine (9) months, proof of personal and business financial condition must be presented. Proof of financial condition shall include:

(A) a statement by the Commercial Customer.

(B) one (1) full year of financial statements, i.e., tax returns, income statements: cashflow analysis (actual and projected), profit and loss statements.

(6) Payout may not exceed twelve (12) months. A payment agreement will be

granted only once in a twelve (12) month period.

(7) Commercial accounts are not eligible for consideration for medical emergencies or utility grants.

(b) "Breach" of a payment agreement means failure to make timely payment of the initial payment or subsequent payments, failure to pay current charges when due including penalties and tender of a "bad" check or a check returned for insufficient funds to the WRB.

(c) If a Commercial Customer requests a hearing pursuant to Section 101.6 of these regulations, within the time period provided in the shut-off notice after a payment agreement has been breached, the only issue which will be considered at the hearing will be the Commercial Customer's compliance with the terms of the payment agreement.

(d) Subsequent to the mailing or delivery of a shut-off notice as a result of a breach of the payment agreement, and prior to actual shutoff, a Commercial Customer shall have a one-time right to cure the breach and resume payments in accordance with the terms of the payment agreement.

### **101.9 Procedure at Shutoff**

Provided that no action to avoid or delay a shutoff has been taken as provided herein, a Department representative will visit the property on or after the scheduled date to shut off service.

### **101.10 Restoration of Service**

(a) Service shall be restored within 24 hours, if possible, when the following conditions are met:

(1) the Commercial Customer makes payment in full of the outstanding account balance and appropriate restoration charges; and/or

(2) the Commercial Customer enters into a payment agreement; and/or

(3) the Commercial Customer permits a meter reading or access to the meter for inspection, changes or repairs; and/or

(4) the Commercial Customer permits installation of a meter if property is not separately metered. The property must be set up for individual metering by a registered plumber to the Department's satisfaction at the expense of the Commercial Customer or the Commercial Property Owner. Installation charges for the meter will be charged to the Commercial Customer; and/or

(5) One or more USTRA Tenants pays the Utility Service charges incurred in the thirty (30) day period preceding the shut-off notice; and/or

(6) the Commercial Customer has a registered plumber perform the plumbing repairs and correct the defects indicated in a notice of plumbing defect.



## Housing

With limited incomes, those in poverty struggle to find affordable, habitable places to live, particularly places where they can establish a residency that lasts for years rather than months. Without a stable address, it can be difficult to secure a job and enroll children in school. Not having a stable address also can jeopardize a family's ability to maintain its place on the city's public housing waiting list, since applicants are required to have a valid mailing address.<sup>34</sup>

Financial experts say that households should spend no more than 30 percent of income on housing costs, including utilities. According to the American Housing Survey, 82 percent of poor households in Philadelphia live in private-market housing with no rent subsidies, with an average monthly housing expense of \$729 in 2013.<sup>35</sup> Ninety-four percent of these households were allocating more than 30 percent of their income to rent, mortgage, and utility payments, and 80 percent were spending at least 50 percent on those expenses. According to the Philadelphia Housing Authority, the average rent paid for public housing in the city was \$331 in 2017; those using federally funded housing vouchers to secure private-market housing paid \$405 per month of their own money.<sup>36</sup>

In addition to being cost-burdened, some poor families live in housing that is physically deficient and sometimes hazardous. Deficiencies such as poor insulation or damage to the building exterior can lead to extensive energy loss as well as pest infestation.<sup>37</sup> The health impact of other deficiencies such as a leaky roof or unabated lead can range from minor to life-threatening and may include allergies, injuries, developmental delays, and exacerbation of existing diseases.<sup>38</sup>

According to the 2013 American Housing Survey, 17 percent of poor households in Philadelphia were living in moderately or severely inadequate housing, compared with 8 percent of those above the poverty line. In the survey, poor tenants reported less satisfaction with building maintenance and were more frequently responsible for maintaining the property themselves, compared with tenants above the poverty line.<sup>39</sup>

Landlords in Philadelphia are required to obtain rental licenses from the city's Department of Licenses and Inspections for each property in which they plan to have tenants.<sup>40</sup> The licenses can be obtained or renewed only if their buildings have no outstanding code violations. Based on data from the department, an estimated 28 percent of rental units in high-poverty neighborhoods were unlicensed in 2018, a larger share than in nonpoor areas.<sup>41</sup> (See Figure 5.) Among the neighborhoods with the biggest concentration of unlicensed rental properties was eastern North Philadelphia, where many of the city's Hispanic poor live.



A trainee with the Energy Coordinating Agency performs work to improve the energy efficiency of a Philadelphia home.

1 **PA-TAP-24.** OF THE 17,148 PARTICIPANTS IN TAP IN DECEMBER 2021, PLEASE  
2 IDENTIFY HOW MANY ARE OWNERS, HOW MANY ARE TENANTS, AND  
3 HOW MANY ARE OCCUPANT CUSTOMERS.  
4

5 **RESPONSE:** Of the 17,148 participants as of December 2021, 14,394 are owners, 1,609 are  
6 tenants, and 1,145 are occupants.  
7

8 **RESPONSE PROVIDED BY:** Raftelis Financial Consultants, Inc.  
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1 Rider is not to allow impermissible retroactive ratemaking by reaching back beyond the  
2 Fiscal Year.

3  
4 **PART 4. TAP Implementation Needs.**

5 **Q. WHAT IS THE PURPOSE OF THIS SECTION OF YOUR TESTIMONY?**

6 A. In this section of my testimony, I examine whether the TAP program is being reasonably  
7 and adequately made available to income-eligible households. TAP is a “rate” of PWD.  
8 The IWRAP legislation makes it mandatory that income-eligible PWD customers have  
9 the opportunity to take service pursuant to this rate. To the extent that TAP participation  
10 is being artificially limited, the policies and practices which impede participation should  
11 be modified and/or eliminated.

12  
13 **A. Extending TAP to Philadelphia Tenants.**

14 **Q. PLEASE EXPLAIN THE PURPOSE OF THIS SECTION OF YOUR**  
15 **TESTIMONY.**

16 A. In this section of my Testimony, I explain how and why PWD should modify its TAP  
17 enrollment procedures to ensure that eligible PWD customers who are renters (i.e.,  
18 tenants) are able to enroll in TAP and to make their pre-existing arrears subject to  
19 arrearage forgiveness. Relatively few TAP enrollees are tenant customers of PWD.  
20 According to PWD data provided through discovery, of the 36,514 TAP enrollees from  
21 July 2017 through December 2020, only 6,374 (17.4%) were low-income tenants. This is  
22 a stunningly low number given that 66% of all persons in Philadelphia living with income  
23 at or below the Poverty Level are tenants.

**COMMONWEALTH OF PENNSYLVANIA**

**LOW-INCOME HOME ENERGY  
ASSISTANCE PROGRAM**

**FISCAL YEAR 2021**

**FINAL STATE PLAN**

**TOM WOLF**  
GOVERNOR

*Commonwealth of Pennsylvania*

**TERESA MILLER**  
SECRETARY

*Department of Human Services*

PUB ###

## **THE MISSION OF THE DEPARTMENT OF HUMAN SERVICES**

Our mission is to improve the quality of life  
for Pennsylvania's individuals and families.

We promote opportunities for independence  
through services and supports while demonstrating  
accountability for taxpayer resources.

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**COMMONWEALTH OF PENNSYLVANIA  
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM  
Fiscal Year 2021 Final State Plan**

**INTRODUCTION**

The Department of Human Services (DHS) adopts the commonwealth's Final State Plan for the Federal Fiscal Year 2021 (FY 2021) Low-Income Home Energy Assistance Program (LIHEAP), in accordance with the Low-Income Home Energy Assistance Act of 1981 (Title XXVI of Pub. L. 97-35, the Omnibus Budget Reconciliation Act of 1981, 42 U.S.C. Section 8621 et seq.) as amended by the Human Services Reauthorization Act of 1984 (Pub. L. 98-558), the Human Services Reauthorization Act of 1986 (Pub. L. 99-425), the Augustus F. Hawkins Human Services Reauthorization Act of 1990 (Pub. L. 101-501), the National Institutes of Health Revitalization Act of 1993 (Pub. L. 103-43), the Low-Income Home Energy Amendments of 2004 (Pub. L. 103-552), the Coats Human Services Reauthorization Act of 1998 (Pub. L. 105-285), and the Energy Policy Act of 2005 (Pub. L. 109-58).

LIHEAP is a federally-funded program which enables the state to help low-income households meet their home heating needs.

LIHEAP is administered by DHS and consists of three components: Cash benefits to help eligible low-income households pay for their home-heating fuel; Crisis payments, to resolve weather-related, supply shortage, and other household energy-related emergencies; and energy conservation and weatherization measures to address long-range solutions to the home-heating problems of low-income households. Energy conservation and weatherization services and certain related crisis payments are provided by the Department of Community and Economic Development (DCED), under its Weatherization Assistance Program in compliance with the Department of Energy and the Title XXVI requirements.

**LIHEAP FEDERAL FUNDING**

DHS will be estimating a budget of \$200 million, equivalent to Pennsylvania's FY 2020 allocation.

DHS anticipates carrying forward a balance of \$12 million. This results in a total budget of \$212 million. Fifteen percent of the block grant will be allocated to DCED for the Weatherization Assistance Program and up to 10 percent of the block grant will be allocated for administrative costs, leaving an adjusted minimum total of \$159 million available for LIHEAP benefits.



## **PUBLIC COMMENT**

In addition to soliciting advice from the LIHEAP Advisory Committee (LAC), DHS held public hearings on the LIHEAP proposed Plan for Fiscal Year (FY) 2021 in compliance with Federal LIHEAP requirements. This year, hearings were held via teleconference on June 30, July 7, and July 9. A total of 17 persons attended the hearings. A total of six individuals or organizations provided oral testimony at the hearings and one additional individual or presented written mail-in testimony. LAC recommendations and all other comments and testimony were taken into consideration in developing program parameters for the Final State Plan.

## **PROGRAM PARAMETERS**

The FY 2021 LIHEAP parameters include:

- an opening date of November 2, 2020, and closing date of April 9, 2021, for the Cash and Crisis components;
- the income eligibility limit will be set at 150 percent of the Federal Poverty Income Guidelines (FPIGs);
- a minimum Cash benefit of \$200;
- a maximum Cash benefit of \$1,000;
- a minimum Crisis benefit of \$25;
- a maximum Crisis benefit of \$800.

### **Program Year**

Based on anticipated available funding for benefits and administrative costs, DHS proposed to open the Cash and Crisis components on November 2, 2020 with a closing date of April 9, 2021. As in past years, DHS may extend or shorten the program year, depending on the availability of funds.

Prior to the Cash program opening date, DHS will mail applications or a postcard directing people to apply online to persons who received LIHEAP benefits in the 2019-2020 program year.

Comment:

Public hearing testimony supported various recommendations for program extension. One testifier recommended that specific funding be set aside for Crisis after the winter moratorium.

Four testifiers supported an opening date for both components on November 1, 2020.

Six testifiers requested the program closing date for both components be moved to the end of April 2021.

Three testifiers requested that Pennsylvania eliminate carryover funding by expending all 2020-21 funds during the season. Four testifiers requested that the program seek additional funding in the form of a state supplement to the federal funding.

Three testifiers recommended that DHS do enhanced outreach to ensure that as many eligible individuals apply as possible.

Response:

In anticipation of equivalent funding, DHS has decided to open the FY 2021 Cash and Crisis components on November 2, 2020, due to November 1, falling on a weekend, with a closing date of April 9, 2021. If the Federal appropriation changes significantly, DHS will adjust the program operating dates as necessary.

DHS is always seeking low-cost options to expand outreach and increase public participation.

**Income Eligibility Guidelines**

Based on anticipated funding, DHS proposed a maximum income eligibility limit of 150 percent of the FPIGs for the FY 2021 LIHEAP. The income limits for FY 2021 will be based on the FPIG levels published on January 17, 2020, by the Department of Health and Human Services in the Federal Register.

Comment:

One testifier supported maintaining the income limits at 150 percent of the FPIG.

Response:

DHS will maintain the income eligibility limit at 150 percent of the FPIG. The income limits for FY 2020 and FY 2021 are listed below:

<u>Household Size</u>	<u>FY 2020 Income Limit</u> <u>150%</u>	<u>FY 2021 Income Limit</u> <u>150%</u>
1	\$18,735	\$ 19,140
2	\$ 25,365	\$ 25,860
3	\$ 31,995	\$ 32,580
4	\$ 38,625	\$ 39,300
5	\$ 45,255	\$ 46,020
6	\$ 51,885	\$ 52,740
7	\$ 58,515	\$ 59,460
8	\$ 65,145	\$ 66,180
9	\$ 71,775	\$ 72,900
10	\$ 78,405	\$ 79,620
For each additional person add:	\$6,630	\$6,720

**Cash Program**

The Cash component provides cash payments to help eligible low-income households pay the costs of home heating. The amount of a LIHEAP Cash benefit is based on the following household factors at the time of application: household size, household income, heating region, and fuel type.

Comment:

One testifier recommended supplemental payments for vulnerable households be issued. One testifier suggested the definitions used to determine vulnerable households be expanded.

Two testifiers recommended excluding the income of ineligible household members when determining eligibility and grant amounts.

One testifier suggested a general increase in LIHEAP benefits.

One testifier requested DHS create an automatic enrollment program based on information already collected from other DHS programs.

Response:

DHS excludes ineligible household members while counting their income in accordance with federal Information Memorandum LIHEAP-IM-2014-07.

Due to concerns about benefit accuracy DHS has decided not to issue supplemental payments to vulnerable households during the season. If additional funds remain after the season has concluded, DHS may issue supplements to vulnerable households at that time.

DHS formulates grants based on several factors including fuel type and heating region to account for the energy burden of households. Using these factors, as well as making adjustments based on performance measures, ensures households with higher energy burdens receive larger grant amounts.

Due to different criteria that are used to determine a “household” between all the different programs DHS administers, we are not offering an automatic enrollment program at this time.

### **Minimum Cash Benefit**

DHS proposed to set the minimum Cash component benefit at \$200.

#### **Comment:**

One testifier supported maintaining the current benefit amounts. One testifier recommended increasing the minimum Cash grant.

#### **Response:**

In anticipation of equivalent federal funding, DHS has made the decision to set the minimum Cash benefit at \$200.

### **Maximum Cash Benefit**

DHS proposed to set the maximum Cash component benefit at \$1000.

#### **Comment:**

One testifier supported maintaining the current benefit amounts. One testifier recommended increasing the maximum Cash benefit.

#### **Response:**

DHS will maintain the maximum Cash component benefit at \$1000.

### **Crisis Program**

Households may apply for and, if eligible, receive regular Crisis benefits regardless of whether they apply for or receive a LIHEAP Cash benefit. To qualify for a Crisis benefit,

a household must be without heat or in imminent danger of being without heat because of a weather-related or energy-supply-shortage emergency.

Comment:

One testifier recommended that Crisis policy be changed to state that a termination notice from a utility is always sufficient proof of a crisis.

One testifier suggests past due bill amounts and arrears should be sufficient proof of a crisis.

One testifier recommended that DHS should require utilities to restore service when offered a LIHEAP Crisis grant.

Response:

To qualify for Crisis, a household shall be without heat or in imminent danger of being without heat because of a weather-related or energy-supply-shortage emergency. Since utility companies cannot shut off service without PUC approval until April 1 because of the moratorium, a termination notice during the winter moratorium is not considered proof the household is in imminent danger of being without heat.

**Minimum Crisis Benefit**

DHS proposed to set the minimum Crisis component benefit at \$25.

Comment:

One testifier supported maintaining the current benefit amounts.

**Maximum Crisis Benefit**

DHS proposed to set the maximum Crisis component benefit at \$600.

Comment:

One testifier supported maintaining the current benefit amounts. One testifier suggested increasing grant amounts.

Response:

In anticipation of federal funding, DHS has made the decision to set the maximum Crisis component benefit at \$800.

### **Application of Cash Benefits**

Public utilities that operate a Customer Assistance Plan (CAP) will apply the LIHEAP Cash component benefits only to the customer's monthly 'Asked to Pay' amount. No LIHEAP funds may be applied to CAP customers' pre-program arrearages or actual usage amounts.

Applicants can elect to apply the LIHEAP Cash component benefits to either their primary or secondary heat source.

#### **Comment:**

Two testifiers suggested allowing for a minimum monthly 'Asked to Pay' amount to remain after the application of LIHEAP benefits.

One testifier advocated for restricting LIHEAP benefits to the primary heat source only. One testifier suggested it be clear to applicants LIHEAP benefits can be applied to primary or secondary heat sources.

Two testifiers suggested lifting the restriction of LIHEAP benefits being applied to an applicant's previous address.

#### **Response:**

The purpose of LIHEAP is to help low income households meet their home heating needs. The LIHEAP federal statute, regulations, and Pennsylvania's approved state plan require that LIHEAP funds be applied in full to the account of those households determined LIHEAP eligible. Utility companies must apply LIHEAP Cash grants only to the "Asked to Pay" amount the CAP customer is required to pay.

DHS will maintain the policy of LIHEAP benefits being applied to the applicants primary or secondary heat source.

DHS will maintain the current policy of applying LIHEAP benefits for up to 50% of the back balance from the previous address if it established service at the current address.

### **Heat and Eat Initiative**

To enhance participation and benefits for households enrolled in the Supplemental Nutrition Assistance Program (SNAP), DHS will continue to issue a heating assistance benefit to SNAP households that are responsible for heating costs and have not already been approved for LIHEAP during the current program year. SNAP applicants or recipients who are homeless or living in institutions are not eligible to receive the heating assistance benefit.

Per federal SNAP regulation, receipt of a heating assistance benefit, regardless of the amount of the benefit, enables SNAP recipients to maximize the SNAP Standard Utility Allowance (SUA). Households receiving the heating assistance benefit that are recipients of SNAP will receive the highest SNAP SUA. Using the highest allowable SUA in the SNAP benefit calculation may significantly increase SNAP benefits for many households. The annual heating assistance benefit will qualify the household for the maximum SNAP SUA for the current federal fiscal year.

Comment:

No comments were made about the Heat and Eat Initiative.

**Weatherization Transfer**

The amount of funds allocated to DCED for the Weatherization Assistance Program will be 15 percent of Pennsylvania's federal LIHEAP block grant allocation.

Comment:

One testifier suggested fewer funds be allocated to DCED for Weatherization.

One testifier supported the continuation of a statewide Weatherization Plus Health program.

Response:

For FY 2020, DHS will transfer 15 percent of LIHEAP funds to DCED for the Weatherization Assistance Program as is mandated by state law.

**DEPARTMENT OF HUMAN SERVICES & DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CRISIS INTERFACE PROJECT**

The DHS /DCED Crisis Interface Project, implemented with the FY 1993 program year, will continue.

Under this LIHEAP crisis program integration, a portion of the LIHEAP funds allocated for weatherization will be used to provide emergency repairs to resolve LIHEAP crises. The following types of crises are included: furnace replacement; the repair of a heating system; the repair of gas or other fuel lines; the replacement of an unrepairable heating system; the repair of broken windows (if necessary to ensure the effectiveness of other repairs or improvements); and pipe-thawing services. Specific DCED responsibilities include addressing the crisis situation within 48 hours, or 18 hours if the situation is considered to be life-threatening or health-threatening.

LIHEAP households with weather-related emergencies will be eligible to receive more expensive types of services provided through the DHS/DCED Crisis Interface



Project. Applicants must apply through their CAOs or crisis contractor, where applicable, who is then responsible for determining LIHEAP eligibility and for identification of the type of crisis and service needed. At this point, DHS will either take steps to directly alleviate the crisis, or will refer the crisis to the local weatherization office for resolution. This will include a home visit for an evaluation as to the service needed to resolve the crisis and an assessment for weatherization services, if not previously provided.

Comment:

One testifier recommended coordination between WAP, utility run LIURP, and Act 129 programs. One testifier requested the DOE State Plan for Crisis Interface and WAP be included.

Response:

The DOE State Plan and Public Hearing is referenced in the LIHEAP State Plan for informational purposes as well as a reference to Regulations that PA WAP follows. The DOE Public Hearing comments are reviewed with the WAP Policy Advisory Council. DCED follows the DOE protocol for submission of the PA WAP State Plan.

# THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

## FY 2021 STATE PLAN

### ASSURANCES

The Governor of Pennsylvania has authorized the Secretary of Human Services to apply and reapply for federal funds under the Low-Income Home Energy Assistance Program (42 U.S.C. Section 8621 et seq.), and to develop, approve and submit to the Federal government all State Plans and other related documents as may be necessary for the Commonwealth to obtain available funds to administer the program.

In accordance with the Low-Income Home Energy Assistance Act of 1981 (the Act) (Pub. L. 97-35), as amended by the Human Services Reauthorization Act of 1984 (Pub. L. 98-558), the Human Services Reauthorization Act of 1986 (Pub. L. 99-425), the Augustus F. Hawkins Human Services Reauthorization Act of 1990 (Pub. L. 101-501), the National Institutes of Health Revitalization Act of 1993 (Pub. L. 103-43), the Low-Income Home Energy Assistance Amendments of 1994 (Pub. L. 103-252), the Coats Human Services Reauthorization Act of 1998 (Pub. L. 105-285), the Energy Policy Act of 2005 (Pub. L. 109-58), and codified in the United States Code at 42 U.S.C. § 8621-8630 (2008), the Commonwealth of Pennsylvania, through its Department of Human Services (DHS), submits this State Plan for operating the Cash and Crisis components of LIHEAP and will carry out the federal requirements contained in Section 2605(b) of the Act, as amended.

#### 1. Allotment of Funds

In accordance with 42 U.S.C. § 8624 (c)(1)(C), as amended, Pennsylvania will use the available funds to assist eligible households to meet the costs of home heating energy and will make payments only as specified within the Plan.

Funds will be allocated based on the following percentages:

Cash program	up to 50 percent of available funds
Crisis program	up to 25 percent of available funds
Weatherization	15 percent of available funds
Administrative and planning costs	up to 10 percent of available funds

Adjustments within the maximums will be made as needed, but will not exceed 100 percent of available funds.

## 2. Eligible Households

In accordance with 42 U.S.C. § 8624 (b)(2), as amended, Pennsylvania will make payments to, or on behalf of, households whose gross annual incomes are equal or less than the established percentage of the poverty level for the FY 2021 program, based on the FPIGs published on January 17, 2020, by the U. S. Department of Health and Human Services (DHHS).

Income limits for households to qualify for LIHEAP Cash, Crisis, and Weatherization benefits are as follows:

<u>Household Size</u>	<u>Cash &amp; Crisis 150 Percent of FPIG</u>	<u>Weatherization 200 Percent of FPIG</u>
1	\$19,140	\$25,520
2	25,860	34,480
3	32,580	43,440
4	39,300	52,400
5	46,020	61,360
6	52,740	70,320
7	59,460	79,280
8	66,180	88,240

For each additional person add:

\$ 6,720	\$ 8,960
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## 3. Public Education

In accordance with 42 U.S.C. § 8624 (b)(3), as amended, Pennsylvania will conduct public education activities to assure that eligible households, especially the elderly and disabled, and households with high home energy burdens are aware of assistance available under this Plan and that all applicant households have geographic access to application sites. Funds will be designated for public education activities as determined appropriate by the Secretary of DHS.

Pennsylvania will inform individuals, groups, and families about LIHEAP through mass mailings, notices to the media, brochures, posters, and through voluntary and religious organizations.

Additional public education activities will include the following:

- Provision of reproducible public education materials to utility companies and fuel vendors, upon request, for use in such ways as bill messages.
- Applications with return, pre-stamped envelopes mailed to homebound individuals who need help in applying for benefits.
- Provision of applications for LIHEAP benefits to utility companies, fuel vendors, and community-based agencies, such as Area Agencies on Aging and Community Action Agencies, for distribution to prospective LIHEAP applicants.
- Provision of publicity materials to the Area Agencies on Aging directly and through the Department of Aging to inform the elderly population of LIHEAP benefits and requirements.
- Provision of information to persons with disabilities about the availability of energy-related assistance from advocacy groups working on their behalf.
- Provision of public education materials in Spanish. Translation services are available in Chinese, Vietnamese, Russian, Cambodian and other languages.
- Provision of brochures, which describe LIHEAP benefits and requirements to County Assistance Offices (CAOs) for distribution to public assistance applicants and recipients.
- Provision of publicity materials to other state and local government offices.
- Provision for the most effective use of statewide and local resources in the public education effort through maximum use of appropriate agencies and networks.

#### 4. Coordination with Other Energy-Related Programs

In accordance with 42 U.S.C. § 8624 (b)(4), as amended, Pennsylvania has coordinated the planning process for the development of the State Plan with the following agencies:

- The Department of Community and Economic Development (DCED), which is the designated agency for Weatherization programs under Title IV of the Energy Conservation and Production Act;
- The Department of Aging;

- Agencies represented on the LIHEAP Advisory Committee (LAC), including the American Association of Retired Persons, Pennsylvania Council on Aging, Community Legal Services, DCED, Pennsylvania Utility Law Project, Utility Emergency Services Fund, Dollar Energy Fund, Energy Coordinating Agency, Community Action Association of Pennsylvania, County Welfare Rights Representatives, Office of Consumer Advocate, Pennsylvania Petroleum Marketers & Convenience Store Association, Energy Association of Pennsylvania, Pennsylvania Rural Electric Association, Public Utility Commission (PUC), and the Allegheny County Department of Human Services.

##### 5. Highest Benefits to Neediest Households

In accordance with 42 U.S.C. § 8624 (b)(5), as amended, Pennsylvania will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest income and the highest energy costs in relation to income, taking into account household size, fuel type, and heating region. For weatherization services and the resolution of crises, the specific needs and the cost of such needs are considered in determining the level of assistance. Pennsylvania will not differentiate between households with incomes that do not exceed the established percent of the poverty level for the FY 2021 program and households in which one or more individuals are receiving Temporary Assistance for Needy Families, Supplemental Security Income, Supplemental Nutrition Assistance Program, or payments under Section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978.

##### 6. Participation of Local Administering Agencies

In accordance with 42 U.S.C. § 8624 (b)(6), Pennsylvania has designated local administrative agencies to carry out the provisions of this Plan and has given special consideration to local agencies that were receiving Federal funds under any low-income energy assistance or weatherization program. Pennsylvania has determined that the designated agencies meet program and fiscal requirements established by the State.

DHS administers the provision of Cash benefits and its outreach efforts, with the exception of specialized outreach to the elderly to be performed by the Department of Aging.

DHS administers its energy crisis component; utilizing CAOs, Community Action Agencies, and other local agencies with experience in managing energy crisis programs under the Low-Income Home Energy Assistance Act of 1981, or with experience in assisting low-income individuals and the capacity to undertake a timely and effective energy crisis intervention program.

7. Home Energy Suppliers' Requirements

In accordance with 42 U.S.C. § 8624 (b)(7), as amended, Pennsylvania will pay LIHEAP benefits for eligible households directly to home energy suppliers, except when a supplier refuses to participate or a supplier has been removed from the list of participating vendors.

Pennsylvania will make payments only to those home energy suppliers who sign a standard vendor agreement. **EXCEPTION:** Occasionally a vendor will provide service one time only. In these instances, DHS will attempt to secure a signed agreement. However, payment will not be made until after crisis service has been rendered.

8. Equitable Treatment of Renters and Owners

In accordance with 42 U.S.C. § 8624 (b)(8), as amended, Pennsylvania will treat owners and renters equitably. The application requirements for Cash, Crisis and Weatherization benefits apply equally to both owners and renters and will not be limited to the categorically eligible.

9. Administrative and Planning Costs

In accordance with 42 U.S.C. § 8624 (b)(9), as amended, Pennsylvania's total estimated planning and administrative costs will not exceed 10 percent of the total LIHEAP funding appropriated, of which none will be transferred to any other block grant. Any administrative and planning costs in excess of 10 percent of Pennsylvania's total allocation, should they be incurred, would be paid from non-Federal sources.

Pennsylvania is defining any costs associated with system-related upgrades and enhancements as programs costs and not administrative costs. Therefore, any system-related expenditures would not be counted toward the ten percent allotted for administrative costs. Pennsylvania will not spend more than two percent of the total LIHEAP funding appropriated for system upgrades and enhancements.

10. Monitoring and Audit

In accordance with 42 U.S.C. § 8624 (b)(10), as amended, Pennsylvania will provide fiscal control and fund accounting procedures as necessary to assure the proper disbursement of funds, which includes monitoring payments and an annual audit of Pennsylvania's expenditures.

Application Monitoring Procedures: All applications approved at the local agency level must pass computerized eligibility checks before payment is made.

The computerized checking process includes:

- a. Check for duplicate Social Security Numbers in existing DHS systems;
- b. Verify Social Security Numbers, Social Security benefit amounts, and death information through data exchange with the Social Security Administration;
- c. Verify Supplemental Security Income payments through the State Data Exchange (SDX);
- d. Check for criminal information on all household members through data exchange with the Commonwealth Judicial Information System
- e. Check tax information concerning earned or unearned income through data exchange with the Internal Revenue Service;
- f. Check on family size and income;
- g. Check for Cash payment above \$1,000;
- h. Check for Crisis payment below \$25;
- i. Check for total Crisis payment above \$800;
- j. Determination of payment;
- k. All fields must contain acceptable established elements (characters or numbers);
- l. All required fields must be completed.

Agency Monitoring Procedures: The first step of the agency's monitoring strategy begins at the CAO and Processing Center (PC).

- Agency staff members, involved in determining LIHEAP eligibility are mandated to participate in weekly Knowledge Reinforcement Sessions. Each LIHEAP Knowledge Reinforcement Session (LKRS) is 6 to 7 slides in length with 5 questions which must be answered correctly in order to complete the session. The sessions reinforce policy and procedural issues that are error prone, based on monitoring findings.



- Agency supervisors complete reviews of LIHEAP applications using a review tool designed to guide the reviewer and accumulate meaningful statewide results. Agency Supervisors and Managers as well as staff in the Office of Income Maintenance (OIM) Bureau of Program Evaluation (BPE) and their selected contractor monitor the results of the supervisor reviews to identify trends and implement corrective actions.
- Electronic conferences are held initially weekly then biweekly or monthly to provide the counties with real-time system, policy and operational updates that impact the LIHEAP workflow. The calls also provide a means for agency offices to get answers to questions or resolutions to issues encountered.
- Both the agencies and the monitoring staff communicate with the OIM Bureau of Policy through the LIHEAP Training and Policy mailbox to address questions and issues on a daily basis as they arise. The shared responses ensure a uniform interpretation and consistent application of regulations throughout the agency.

For the second step of the agency's monitoring, BPE coordinates the annual LIHEAP monitoring reviews of CAOs, PCs, and Crisis Contractors based on a two-year schedule for the CAOs. Additional agencies are reviewed as needed based on extenuating circumstances and the recommendation of the OIM Bureau of Operations. LIHEAP reviews are completed by a field-based monitoring team. Monitoring activities include:

- Evaluation of eligibility and benefit determination and corrective action implementation through LIHEAP application reviews and on-site visits.
- Evaluation of Crisis Interface through DCED local agencies.
- Selection of over 2,500 LIHEAP applications for review which are randomly selected through data mining techniques. Also selected is a statistically valid random sample. The number of cases selected is consistent for each year of review.
- The use of independent audit agency reviews to reduce potential bias in the monitoring process.
- Investigation and appropriate and timely escalation of information that suggests potential misuse, misrepresentation, or abuse.
- Issuance of preliminary and updated performance reports to agencies to provide relevant data on accuracy and the composition of findings at both the county level and state level.

- Development of corrective action plans based on the findings from the monitoring team. The plans are implemented by OIM and monitored for compliance by BPE.
- Development and implementation of year-round program changes to increase program accuracy and integrity through collaboration with other bureaus. Examples include working with the Bureau of Operation's Division of Staff Development in the development of LIHEAP training for the next LIHEAP season to incorporate situations found to be prone to error.
- Development and implementation of special testing to ensure compliance with anticipated federal policy revisions.

Additional monitoring procedures include the following:

- The Office of Administration's Bureau of Financial Operations provides OIM with technical assistance and conducts performance audits of specific CAOs and crisis contractors, as needed, to resolve systemic problems.
- Controls are built into the PROMiSe™ system which vendors use to bill for LIHEAP Crisis claims to ensure the vendors bill for valid Crisis requests and are paid the amount they are authorized to receive.
- The vendor unit assists heating vendors by answering questions, helping to file Crisis claims in PROMiSe™, and reviewing vendor transactions.
- Executive Staff from the OIM Bureaus of Policy, Program Support, and Program Evaluation meet on a bi-weekly basis to discuss LIHEAP and all issues and topics pertinent to the program.
- CAO supervisors review direct pay authorizations to ensure that the budgets are being authorized correctly and accurately.
- The Comptroller's Office reviews the weekly LIHEAP vouchers for any questionable payments and works with OIM to ensure all payments issued to households are correct.

- The field monitoring team conducts reviews of LIHEAP vendors to ensure compliance with the DHS LIHEAP Vendor Agreement, focusing on the following areas:
  - Compliance with DHS Information Requirements
  - Proper and Accurate completion of the Vendor Agreement
  - Timeliness of Crisis delivery
  - Application of LIHEAP benefit in accordance with vendor agreement and DHS Policy
  - Proper handling of LIHEAP refunds
  - Record Retention

Audit Procedures: Pennsylvania agrees, in accordance with 42 U.S.C. § 8624(e), to a financial and compliance audit by an independent agent annually, according to the Comptroller General's standards.

A copy of the audit will be submitted within 30 days after completion of the audit to the Governor, the General Assembly, and the Secretary of DHHS. The audit report will also be made available to the public on a timely basis.

#### 11. Federal Investigation

In accordance with 42 U.S.C. § 8624(b)(11), Pennsylvania will permit and cooperate with Federal investigations undertaken in accordance with 42 U.S.C. § 8627.

#### 12. Public Participation

In accordance with 42 U.S.C. § 8624 (b)(12), as amended, Pennsylvania provided for timely and meaningful public participation in the development of the Plan as follows:

- A notice was published in several Pennsylvania newspapers and social media announcing the public hearings schedule and the availability of the proposed Plan for public comment. This information was also posted on the DHS website.
- The LAC advised the Secretary of DHS on the administration of the LIHEAP block grant, including a review of the proposed Plan and recommendations on the final Plan. Members of the Advisory Committee are appointed by the Secretary of DHS and represent consumer and advocacy interests, service providers, fuel associations, and other concerned citizens of the Commonwealth.
- Area Agencies on Aging, legal services groups, fuel and utility associations, community action agencies, and members of the LAC are made aware of the availability of the proposed and final Plans on the DHS website. In addition, copies of the Plan are available upon written request to the Division of Federal Programs and Program

Management, Department of Human Services, DGS Annex, Room 224, Willow Oak Building, 1006 Hemlock Drive, Harrisburg, PA 17110.

- In accordance with 42 U.S.C. § 8624 (a)(2), public hearings on the FY 2021 LIHEAP proposed State Plan were held as follows:

Date: Tuesday, June 30, 2020

Time: 10 a.m. – 12 p.m.

Call: 1-267-323-8737 Pin- 250868485#

<https://meet.lync.com/pagov/bwhorl/PCC6JW52> Pin-250868485#

Date: Tuesday, July 7, 2020

Time: 10 a.m. – 12 p.m.

Call: 1-267-323-8737 Pin- 762311199#

<https://meet.lync.com/pagov/bwhorl/BL8K1GMG> Pin- 762311199#

Date: Thursday, July 9, 2020

Time: 10 a.m. – 12 p.m.

Call: 1-267-323-8737 Pin- 616385010#

<https://meet.lync.com/pagov/bwhorl/C9HTQ1WQ> Pin- 616385010#

- In addition to the opportunity for the public to comment on the LIHEAP weatherization component through DHS's LIHEAP public hearings, the DCED public hearing on the FY 2020-21 Department of Energy State Plan provides an opportunity for the public to participate in a timely and meaningful manner. It was held at 3:00 P.M. on April 22, 2020, via teleconference.

In developing the proposed and final Plans, DHS considers all public comments, both written and oral, on the program.

### 13. Fair Hearing

In accordance with 42 U.S.C. § 8624 (b)(13), Pennsylvania will provide an opportunity for an administrative fair hearing for applicants who believe that decisions regarding their eligibility for LIHEAP benefits are either inaccurate or unreasonably delayed.

The fair hearing process is more fully described under Appendix B, Determination of Eligibility for LIHEAP Cash and Crisis Benefits.

The fair hearing requirements for weatherization benefits are found in Appendix C.

14. Data Collection and Reporting

In accordance with 42 U.S.C. § 8624(b)(14), Pennsylvania will cooperate with the Secretary of the DHHS with respect to data collection and reporting under 42 U.S.C. § 8629.

15. Additional Outreach and Intake Sites

In accordance with 42 U.S.C. § 8624 (b)(15), as amended, Pennsylvania will provide outreach and intake for heating and crisis assistance through additional State and local governmental entities, and through community-based organizations such as not-for-profit neighborhood-based organizations, Area Agencies on Aging, and community action agencies.

16. Reduction of Home Energy Needs/Need for Energy Assistance

In accordance with 42 U.S.C. § 8624(b)(16), Pennsylvania chooses not to exercise its option to use up to five percent of its allotment to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance. The funds will be used for LIHEAP benefits to families.

17. Energy Crisis Assistance

In accordance with 42 U.S.C. § 8623(c), based on previous years' experience, Pennsylvania will reserve a reasonable amount of available LIHEAP funds until March 15, 2021 for energy crisis assistance.

Any unused balance of reserved Crisis funds will be used to provide LIHEAP benefits for clients, except that a small amount may be reserved for start-up of the next year's program.

A household may receive more than one Crisis payment during the program year, subject to the total maximum and minimum amounts for FY 2021 and the availability of federal funds.

18. Nondiscrimination

In accordance with 42 U.S.C. § 8625 (a), Pennsylvania will:

- Not exclude from LIHEAP participation, deny LIHEAP benefits to, nor discriminate in any aspect of LIHEAP administration against any person on the basis of age, sex, race, color, religion, national ancestry or origin, handicap, or political belief.
- Comply with the provisions of Title VI of the Civil Rights Act of 1964, the Age

Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and the Pennsylvania Human Relations Act of 1955, as amended.

19. Confidentiality

All information about a LIHEAP applicant or recipient is confidential and may be disclosed only for purposes of investigating or prosecuting suspected fraud or abuse, cooperating with authorities regarding LIHEAP audits or investigations, fulfilling federal data reporting requirements, or, with the consent of the applicant, for purposes of providing assistance related to home heating.

20. Program Year

The opening date of the program establishes the official start date for accepting walk-in or new applications. However, program activities occur both before and after the dates for accepting applications. Expenditures for these activities are charged to the program year to which the costs relate. DHS may anticipate receipt of federal funds by advancing state funds for program operation, which will be reimbursed once federal funds are received.

21. Emergency Contingency Allocation

Utility companies regulated by the PUC may not terminate service to low-income households from December 1 through March 31 without the approval of the PUC.

**APPENDIX A**

**HEATING REGIONS**

<b><u>State Heating Region</u></b>	<b><u>Counties</u></b>
1	Bradford, Cameron, Clearfield, Elk, Forest, Lackawanna, Luzerne, McKean, Potter, Sullivan, Susquehanna, Tioga, Wayne, Wyoming
2	Blair, Cambria, Carbon, Centre, Clarion, Clinton, Columbia, Crawford, Erie, Jefferson, Lycoming, Monroe, Pike, Schuylkill, Somerset, Venango, Warren
3	Armstrong, Beaver, Bedford, Butler, Huntingdon, Indiana, Lawrence, Mercer, Montour, Northumberland, Westmoreland
4	Adams, Allegheny, Berks, Bucks, Dauphin, Fayette, Franklin, Fulton, Greene, Juniata, Lebanon, Lehigh, Mifflin, Northampton, Perry, Snyder, Union, Washington
5	Chester, Cumberland, Delaware, Lancaster, Montgomery, Philadelphia, York



## **APPENDIX B**

### **LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM**

#### **GENERAL**

##### **§601.1. Legislative base.**

The Low-Income Home Energy Assistance Program (LIHEAP) is a federal block grant program authorized by the Low-Income Home Energy Assistance Act (Pub. L. 97-35, 42 U.S.C.A. §§8621-8629) as amended by the Human Services Reauthorization Act (Pub. L. 98-558, 98 Stat. 2878), the Human Services Reauthorization Act of 1986 (Pub. L. 99-425, 100 Stat. 966), the Augustus F. Hawkins Human Services Reauthorization Act of 1990 (Pub. L. 101-501), the National Institutes of Health Revitalization Act of 1993 (Pub. L. 103-43), the Low-Income Home Energy Assistance Amendments of 1994 (Pub. L. 103-252), the Coats Human Services Reauthorization Act of 1998 (Pub. L. 105-285), and the Energy Policy Act of 2005 (Pub. L. 109-58).

##### **§601.2. Purpose.**

The purpose of LIHEAP is to help eligible low-income households meet home-heating needs.

##### **§601.3. Definitions.**

The following words and terms, when used in this chapter, have the following meanings, unless the context clearly indicates otherwise:

**Budget Plan** – An optional billing procedure which averages estimated service costs over a 10-month, 11-month or 12-month period to eliminate, to the extent possible, seasonal fluctuations in bills.

**CAO** – County Assistance Office.

**Customer Assistance Plan (CAP)** – Programs that may provide low-income customers with discounted monthly bills or other assistance designed to help them maintain jurisdictional energy service, based on household income and household size. CAP customers must comply with certain responsibilities and restrictions in order to remain eligible for the program.

**Date of Application** – The date that a completed application is received by the LIHEAP administering agency in the county where the applicant household lives.

**DCED** – The Department of Community and Economic Development of the Commonwealth.

DHS – The Department of Human Services of the commonwealth.

Individual with a Disability – An individual receiving financial assistance for a disability. For the purpose of supplemental payments, this may also include an individual meeting disability criteria for Medical Assistance (MA) or Temporary Assistance for Needy Families (TANF).

Household – An individual or group of individuals, including related roomers, who are living together as one economic unit that customarily pays for its home-heating energy either directly to a vendor or indirectly as an undesignated part of rent. *Note:* households renting with heat included that have a specific portion of their rent used for their heating costs are considered to have a heating responsibility and are therefore eligible for benefits.

Primary Fuel Type – The type of energy consumed by the primary heat source to create heat.

Primary Heat Source – The heating system used most by the household.

Resident – A person whose permanent home is in this Commonwealth and who lives there voluntarily and not temporarily for a reason such as vacation, a visit or education.

Residence – The dwelling where the household is actually living. The household must document if the household's residence is temporarily vacant for reasons beyond the household's control, such as health problems, plumbing and/or heating problems.

Roomer – An individual who has an agreement with an unrelated landlord or property owner to rent a room. Their payment for lodging includes heat and may include a private bathroom or one of the following:

- (i) Board.
- (ii) Kitchen or bathroom privileges on a shared basis.
- (iii) Light housekeeping facilities.

Secondary Fuel Type – The source of energy that is necessary, in addition to the primary fuel type, to operate the primary heat source.

Supplemental Fuel Type – A source of energy that a household uses to provide additional heat beyond the residence's primary heat source.

Vendor – An agent or company that directly distributes home-heating energy or service in exchange for payment. The term does not include landlords, housing

authorities, hotel managers or proprietors, rental agents, energy suppliers or generators, and other parties who are not direct distributors of home-heating energy or service.

Under the restructuring statutes (66 Pa. C.S. § 2807, 66 Pa. C.S. § 2207), the distribution companies are the suppliers of last resort; they remain regulated, and must comply with the state's winter termination rules in accordance with 66 Pa C.S. § 1406(e). The interests of the Commonwealth's low-income customers are best served and protected by sending the LIHEAP payment to the distribution companies.

Vulnerable Household – A household containing at least one member who is elderly (age 60 or over), disabled, or age 5 and under. The age of the household members is determined by their age at the time their LIHEAP application is submitted.

#### **§601.4. Components.**

LIHEAP is comprised of the following components:

(1) Cash component. The Cash component provides cash payments to help eligible low-income households pay the costs of home heating.

(2) Crisis component. The Crisis component provides some form of assistance to low-income households that will resolve an energy crisis:

- within 48 hours after application to resolve weather-related, supply-shortage and other household-home-heating emergencies. *NOTE:* Weather-related emergencies are addressed through the Crisis Interface program administered by DCED. See Appendix C.
- within 18 hours after application if a life-threatening situation exists. This must be a documented medical emergency.
- within 15 days of complete depletion of a deliverable fuel supply

(3) Weatherization. The Weatherization component provides energy conservation and weatherization measures to help low-income households reduce the costs of home heating. *NOTE:* The Weatherization Assistance Program is administered by DCED, see Appendix C.

#### **§601.5. Administration.**

DHS will administer the Cash and Crisis components through its CAOs and other contracted agencies as appropriate. DCED will administer the Weatherization component.

**§601.6. Program year.**

(a) DHS will announce the schedule for the current LIHEAP year in the State Plan for that year.

(b) DHS may extend or shorten the closing date of the Cash or Crisis components, depending upon the availability of Federal funds and other factors.

(c) During the periods before and after the official open and close dates, expenditures are made and are charged to the program year in which the costs relate.

(d) DHS may anticipate receipt of federal funds by advancing state funds for program operation; the state will be reimbursed once federal funds are received.

**APPLICATION PROCESS**

**§601.21. Application completion.**

A member of the applicant household shall complete an application within the established time frames for the program year. To complete an application for a LIHEAP benefit, the LIHEAP applicant, on behalf of the household, shall meet the following conditions. The applicant shall:

(1) Answer all questions on DHS's LIHEAP application form.

(2) Sign and date the application form.

(3) File the application form with the LIHEAP administering agency or any other agency designated by the LIHEAP administering agency to accept applications in the county where the applicant lives.

**NOTE:** Agencies other than the LIHEAP administering agency that are designated by the LIHEAP administering agency to accept applications are responsible for submitting such filed applications to the appropriate LIHEAP administering agency within three workdays after the applicant files the application. The date of application is the date the application is received by the LIHEAP administering agency.

(4) Provide income documentation.

(5) Provide documentation of responsibility for the payment of home heat.

(6) Provide additional verification, as needed and requested by the LIHEAP administering agency, to determine eligibility for LIHEAP and the amount of the benefit.

If it has been brought to the attention of DHS that there has been a change in the material information on the application, workers must act on known changes that occur

after the application is received, but before it is processed, and use the new information in determining eligibility for LIHEAP.

If the household reports no new household members and no change of residence, the original approved LIHEAP application and supporting documentation will be valid for eligibility and benefit determination for both components during the duration of the program year. Updated supporting documentation may be required if a household changes vendors.

**§601.22. Written notice.**

Beginning from the program start date, the LIHEAP administering agency will send the applicant a written notice of the decision on eligibility within 30 days of the date of application.

(1) The written notice will include an explanation of fair hearing rights and procedures.

(2) The written notice will include the following:

(i) If eligible. If the household is eligible, the written notice will include the type and amount of the benefit and the names of the payee.

(ii) If ineligible. If the household is ineligible, the written notice will indicate the reason for the decision of ineligibility and provide a reference to the regulatory basis for the decision of ineligibility.

DHS will give households that register for or access their "My COMPASS Account" online the option to receive notices electronically instead of through traditional paper mail. Households that opt to receive electronic notices will be required to electronically sign a disclosure statement in which they agree to receive and read the electronic notices sent by the State agency. Users who opt to receive electronic notices must provide a valid email address, and the State agency will verify the email address provided by the user. Once the user is registered to receive electronic notices, he or she will receive a confirmation e-mail and a hard copy paper notice with instructions on how to login to their account to view notices.

When a notice is available electronically, the household will receive an e-mail notification with a link to the client's "My COMPASS Account," where the household can login to view the notice. My COMPASS Account is on a secure website that will protect the household's information through browser encryption, user name and password, time-out feature, and security questions.

Households applying through COMPASS may receive an automated eligibility determination if the applicant chooses to use the income which is verified and known to DHS through other benefits such as SNAP, MA, or TANF. The household's address and

household must match the known information and all other conditions of eligibility must be met.

**§601.23. Incomplete applications.**

If an application is not complete, the LIHEAP administering agency will, within 10 workdays after receiving the application, provide a written notice to the client indicating what information is missing and will allow 15 days after the system date of the notice for the client to provide the information to avoid rejection of the application. If the written notice indicating what information is missing is sent later than 10 workdays after receipt of the application, the notice must nevertheless allow 15 days for submission of the missing information. If the missing information is not received on or before the date specified by the written notice, the LIHEAP administering agency will reject the application on the basis that an eligibility decision cannot be made because the applicant has failed or refused to provide sufficient information needed to determine eligibility.

If the applicant sends the requested verification within 60 days from the date of the original application, the CAO may re-determine eligibility based on the information provided. After 60 days, the applicant must submit a new application.

**§601.24. Application assistance.**

Upon request, LIHEAP staff will mail an application form or take other steps, which may include referral to other agencies that make home visits, to help a homebound person apply for LIHEAP benefits.

## **ELIGIBILITY REQUIREMENTS**

**§601.31. General eligibility requirements.**

To qualify for LIHEAP Cash or Crisis benefits, a household shall meet the following requirements at the time of application:

(1) Income Limit. Federal law requires states to establish eligibility for LIHEAP based on an income limit that is no more than 60 percent of the state median income as published by the U.S. Census Bureau and no less than 110 percent of the poverty level issued by the United States Department of Health and Human Services (HHS). The limits, which are subject to change annually, are published in each year's LIHEAP State Plan. For the 2020-21 program, Pennsylvania will use 150 percent of the poverty level.

(2) Responsibility for heating costs. For a Cash benefit, the household shall be responsible for paying for its primary fuel type either directly to a vendor or indirectly as an undesignated part of rent. For a Crisis benefit, the household shall be responsible for paying for either its primary or secondary fuel type either directly to a vendor or indirectly through a third-party.

(i) The following persons and members of their households are considered to have a home heating responsibility:

(A) Home owners or renters, including subsidized housing tenants, who pay for home heating fuel or utility service for their residence directly to a vendor. Account holders who are responsible for paying their primary fuel type directly to a vendor, but have the bill paid by someone outside of the household because the household has zero/minimal income, are considered to have a heating responsibility and are therefore eligible for LIHEAP benefits. *NOTE:* A household is not considered to have a heating responsibility if it is agreed upon that an agency is always responsible for the heating bill (such as people in subsidized housing who have the bill paid by the housing agency, even though it is in the client's name; or a student who has someone outside the household always paying their bill, regardless of the student's income).

(B) Renters who pay for heat indirectly for their residence as an undesignated part of rent. Renters, including subsidized-housing tenants, are ineligible if their rental charge includes an undesignated amount for heat and is based on a fixed percentage of their income or on their source of income. *NOTE:* If a household in subsidized housing, which pays for rent and utilities as a fixed portion of its income, becomes responsible for payment to a vendor, either in full or in part, for its primary heating costs, that household then becomes eligible for a Cash benefit, if otherwise eligible. If a household in subsidized housing, which pays for rent and utilities as a fixed portion of its income, becomes responsible for payment to a vendor, either in full or in part, for its primary or secondary heating costs, that household then becomes eligible for a Crisis benefit, if otherwise eligible.

(C) Roomers who pay for their lodging in either a commercial establishment or in a private home which is their permanent and primary home. Roomers are ineligible if their charge for room or room and board includes an undesignated amount for their primary fuel and is based on a fixed percentage of their income or on their source of income.

(ii) Persons are ineligible if they are in a temporary living arrangement for a reason such as a visit, vacation or education. Residents in institutions, dormitories, fraternity or sorority houses and boarding homes are ineligible.

(iii) Persons living in recreational vehicles (Campers and RVs) are ineligible for LIHEAP unless they provide verification the recreational vehicle is permanently located in Pennsylvania, they have no other permanent residence, the heating appliance is being used in accordance with the heating appliance manufacturer's specifications and they are responsible for heating costs.

(iv) Persons that are operating a licensed business out of the LIHEAP household's residence will be ineligible for LIHEAP if they are using the home's utilities as a deduction on their business' tax return and a majority of the home is used for business.



(v) Persons who are incarcerated or persons who have been convicted of a felony (or high misdemeanor in New Jersey) and who are fleeing to avoid prosecution, custody or confinement are ineligible for LIHEAP benefits.

(vi) A household will be ineligible for a LIHEAP grant, Cash or Crisis, if the heating appliance isn't installed and operating based on the manufacturer's specifications or current code requirements, whichever is more stringent, and isn't following all applicable building and fire codes.

(vii) For a household who owes a balance from a previous address, LIHEAP funds can be used to pay for up to 50 percent of a back balance from that address if it will establish service at the new address. If a LIHEAP Cash grant exceeds 50 percent of the customer's back balance, the utility must apply the remainder of the Cash grant to the household's future bills. Utilities must also agree to keep service on through the moratorium and enroll the client in a CAP or budget program if the customer is eligible.

(3) Residency. Household members must permanently reside in Pennsylvania.

(4) Citizenship. As per federal law, United States citizenship or lawfully admitted non-citizen status is a requirement to receive LIHEAP. All lawfully admitted non-citizens, regardless of when they entered the United States, are eligible to receive LIHEAP if they meet other eligibility requirements. A qualified lawfully admitted non-citizen is:

(i) A non-citizen lawfully admitted for permanent residence as an immigrant under the Immigration and Nationality Act (the "Act"), as defined in PRWORA.

(ii) An asylee granted asylum under section 208 of the Act.

(iii) A refugee admitted to the United States under section 207 of the Act.

(iv) A non-citizen paroled into the United States under section 212(d)(5) of the Act for a period of at least one year.

(v) A non-citizen whose deportation is being withheld under section 243(h) of the Act as in effect prior to April 1 1997, or whose removal is being withheld under section 241(b)(3) of the Act.

(vi) A non-citizen granted conditional entry under section 203(a)(7) of the Act as in effect prior to April 1, 1980.

(vii) A non-citizen who is a Cuban or Haitian entrant; or

(viii) A non-citizen who (or whose child or parent) has been battered or subjected to extreme cruelty in the United States and otherwise satisfies the requirements of 8 U.S.C. §1641(c).



**§601.32. Eligibility requirements for Crisis benefits.**

**Crisis Benefits**

Households may apply for and, if eligible, receive Crisis benefits regardless of whether they apply for or receive a LIHEAP Cash benefit. To qualify for a Crisis benefit, a household shall meet the following requirements:

(1) The household shall meet the general eligibility requirements under §601.31 (relating to general eligibility requirements), income limit, responsibility for heating costs, Pennsylvania residency and lawfully admitted non-citizen status.

(2) The household shall be without heat or in imminent danger of being without heat because of a weather-related or energy-supply-shortage emergency as described in §601.62.

(3) The household shall be eligible for a Crisis benefit that, alone or combined with other resources available to the applicant household, will resolve the home-heating emergency. If a household is authorized for the LIHEAP Cash component any existing credit from the LIHEAP Cash grant, even if authorized and not yet received, is considered to be available and must be used first for the resolution of the crisis.

(4) The applicant must provide proof of the home-heating emergency as described in §601.108.

**PROVISION OF CASH BENEFITS**

**§601.41. Benefit amounts.**

(a) The amount of a LIHEAP Cash benefit is based on the following household factors at the time of application:

(1) Household size. The members of the applicant household, regardless of relationship, including a roomer who is a relative of a household member, shall be counted when determining household size.

The following persons are not counted as household members when determining household size:

(i) Persons who are living with the applicant household but previously received a LIHEAP Cash benefit as a member of another household during the program year.

(ii) Persons who are maintaining their living arrangement temporarily for a reason such as a visit, vacation or education.

(iii) Residents in institutions, dormitories, or fraternity or sorority houses, and boarding homes.

(iv) Non-citizens who are not lawfully admitted non-citizens as specified in §601.31(4) (relating to general eligibility requirements).

(v) Persons who are incarcerated or persons who have been convicted of a felony (or high misdemeanor in New Jersey) and who are fleeing to avoid prosecution, custody or confinement are ineligible for LIHEAP benefits.

(2) Household income. Household income is determined as specified in §§601.81 through 601.84 (relating to income determination for Cash and Crisis benefits). For eligible households that have income from employment, household income for the purpose of benefit determination is derived by deducting 20 percent from the gross wages.

(3) Heating region. The heating region in which the household lives affects the benefit amount. The composition, by counties, of each of the five heating regions in this Commonwealth is tabulated in Appendix A.

(4) Fuel type. The household can choose to have the Cash grant issued for its primary or secondary fuel type. If the payment is issued for the secondary fuel type, the amount of the Cash payment will be based on the amount of the primary type of home heating fuel.

(b) The county-by-county benefit table for the Cash component, which is subject to change annually, is available at the local CAO and on-line at the following DHS website: <http://www.dhs.pa.gov/citizens/heatingassistance/liheap/>, under “LIHEAP Benefit Amount Table.”

The amount of the LIHEAP Cash grant cannot exceed the maximum amount allowed under the current LIHEAP State Plan.

(c) Supplemental payments may be issued to households in addition to their regular Cash or Crisis grant. Supplemental payments may be issued at any time during the fiscal year to the following populations:

(1) All Cash Households. All households that qualified for a LIHEAP Cash grant may receive a supplemental payment. Each household will receive the same amount.

(2) All Crisis Households. All households that qualified for a LIHEAP Crisis grant may receive a supplemental payment. Each household will receive the same amount.

(3) Vulnerable Households. Eligible households which contain at least

one member who is elderly (age 60 or over), disabled, or age 5 and under, may receive a supplemental payment in addition to their cash grant amount.

Each household may receive the same amount, or the amount of the supplemental payments may be determined cumulatively based upon the composition of the household in the following amounts which are subject to adjustment:

- \$50 if the household contains someone age sixty or over
- \$50 if the household contains an individual with a disability
- \$75 if the household contains a child age five or under

A household can only receive one of each type, and households meeting all three criteria above can receive a maximum supplement of \$175. An individual can only be counted for one criterion.

(4) Households by Income Level. All households at or below variable FPIG level (not to exceed 150%) may receive a supplemental payment. The FPIG level will be determined by DHS. Each household will receive the same amount.

**§601.42. Roomers and renters with heat included in rent.**

Eligible roomers and renters who pay for heat indirectly for their residence as an undesignated part of the rent will receive 50 percent of the LIHEAP Cash benefit for which they would otherwise qualify.

**§601.43. Number of payments.**

An eligible household receives only one LIHEAP Cash benefit during a program year subject to the minimum and maximum benefit amount allowed under the current LIHEAP State Plan. If additional LIHEAP funds are available, DHS may issue a supplemental LIHEAP Cash benefit.

**§601.44. Payees.**

(a) If the household pays for fuel directly, DHS pays the vendor on behalf of the eligible household.

(b) DHS pays the benefit to the applicant for the household in the following situations: if the household pays for heat as an undesignated part of rent, the fuel vendor refuses to participate in the program or has been removed from the list of participating vendors, the heating bill is in the name of a non-household member, the bill is paid to a third party such as in a master-metering situation, or the applicant is a roomer.

(c) Landlords, housing authorities, rental agents, hotel and rooming house proprietors and managers, and other parties who are not direct distributors of home

heating, energy or service are ineligible for a vendor payment on behalf of an eligible household.

**§601.45. Application of Benefits.**

Public utilities that operate CAPs will apply the LIHEAP Cash component benefits only to the customer's monthly 'Asked to Pay' amount. No LIHEAP funds may be applied to CAP customer's pre-program arrearages or unbilled usage amounts.

LIHEAP funds are available for use during a two-year period that includes the LIHEAP program year of receipt and through June 30<sup>th</sup> of the LIHEAP program year immediately following. For example: LIHEAP benefits authorized on November 27, 2019, are available for use through June 30, 2021.

The vendor shall retain unused LIHEAP funds as a credit balance in the customer's account through June 30<sup>th</sup> of the following state fiscal year unless the client changes vendors, leaves the area served by the vendor, or deceases.

Up to 10 percent of the LIHEAP block grant received during the fiscal year may be carried forward to the following fiscal year. Funds that are carried over must be obligated by the end of the fiscal year following the year in which they were appropriated.

Cash component payments received on behalf of a LIHEAP customer, and designated for payment for deliverable fuels, will not be used to cover fuel customer purchases prior to the program year in which they are authorized.

LIHEAP benefits may not be used for security deposits, service maintenance contracts, tank leases or rental payments, or finance charges.

**§601.46. Refunds.**

LIHEAP funds are available for use during a two-year period that includes the year of receipt and the year immediately following. All LIHEAP funds that have not been expended on or before June 30 of the year following the LIHEAP program year in which benefits were authorized must be refunded.

Refunds and reissuances of LIHEAP benefits are treated as follows:

(1) Refunds from the vendor. The vendor shall refund the unexpended portion of the LIHEAP benefit to DHS's LIHEAP Vendor Unit under the following circumstances:

- (i) The client changes vendors.
- (ii) The client leaves the area served by the vendor.
- (iii) The client deceases.
- (iv) LIHEAP benefits are remaining in the customer's account

after June 30<sup>th</sup> of the program year immediately following the program year in which payment was authorized.

If it is determined that LIHEAP funds have been used for any disallowed costs described in §601.45, the vendor shall return those funds via a refund to DHS's LIHEAP Vendor Unit.

(2) Reissuances to or on behalf of the client. DHS will reissue a vendor refund, as applicable, for the current or previous program year if all of the following conditions are met:

- (i) The whereabouts of the household are known.
- (ii) The household continues to reside in the commonwealth.
- (iii) The household continues to have a home-heating responsibility.

## **PROVISION OF CRISIS BENEFITS**

### **§601.61. Benefit amounts.**

The amount of a Crisis benefit is the amount needed to resolve the home-heating emergency; subject to the minimum and maximum LIHEAP Crisis benefits allowed. The household is ineligible for a Crisis benefit which, alone or combined with other resources available to the household, will not resolve the crisis. LIHEAP credits on an account with the vendor, including the LIHEAP Cash grant that has been authorized and not yet received, is considered to be available and must be used first for the resolution of the crisis.

The household can have the Crisis grant issued for their primary fuel type, secondary fuel type.

When the primary fuel type is a deliverable fuel type, such as oil, kerosene, propane, wood or coal, the amount needed to resolve the crisis is based on whether the fuel is delivered by the vendor or transported by the applicant. If delivered, the amount needed to resolve the crisis is the amount needed to fill the tank as much as possible with the funds available, subject to the minimum and the maximum LIHEAP Crisis benefits allowed under the current LIHEAP State Plan. Crisis benefits may be used for off-hour or off-route delivery charges. If not delivered by the vendor, the amount needed to resolve the crisis is the amount that can be transported by the household in one trip. A statement from the vendor verifying the cost the applicant will incur is required prior to authorization of payment. A receipt verifying payment was made is not required prior to authorization of payment; unless it is a direct pay.

Vendors that accept Crisis payments based on utility termination notices or based on reconnection of utility service must agree to maintain ongoing utility service to such households for no less than 30 calendar days from the date of the resolution of the crisis. The amount of a Crisis grant cannot exceed the amount listed on a utility termination notice, subject to the minimum and maximum LIHEAP Crisis benefits allowed. Crisis benefits may be used for reconnect fees. With regard to Crisis payments approved to regulated utilities during the period referred to in §601.62(2)(ii)(A), the earliest allowable termination date is considered to be 30 days following the resolution of the crisis, or May 1, whichever is later.

All participating energy vendors shall enroll a Crisis recipient in a CAP or establish a budget plan, if the monthly CAP or budget plan amount is the most advantageous rate for the household.

**§601.62. Types of Crisis benefits.**

An eligible household may receive Crisis benefits for weather-related or energy-supply-shortage emergencies.

(1) Benefits for weather-related emergencies. Crisis Weatherization benefits for weather-related emergencies may include the following types of assistance:

(i) The purchase of a new heating system if documentation is provided that the heating system cannot be repaired or repairs will correct the problem only temporarily.

(ii) Pipe thawing services if the household has a consistent problem with freezing pipes that cannot be repaired by a plumber and is related to heating the house.

(iii) The repair of a broken furnace, which may include filter replacement and chimney cleaning or repair.

(iv) The repair of a water-heating system, including repair of water pumps and accessories, if the system is essential for producing home heat.

(v) The repair of gas or other fuel lines when the lines feed the primary heating source.

(vi) The repair of broken windows, if necessary to ensure the effectiveness of other repairs or improvements.

(vii) The loan of an auxiliary heater.

(2) Benefits for energy-supply-shortage emergencies. Crisis benefits for energy-supply-shortage emergencies include payment for the following:

(i) Home-heating fuel for a household that is out of fuel or if the heating fuel supply will last less than 15 calendar days. The payment will be for the primary fuel type and may include the cost of an added charge for off-hours or off-route delivery service. The payment amount will not exceed the cost of the delivery; including any necessary reconnect fees and/or minor furnace start-up costs. Any LIHEAP credits on an account with the household's vendor, including the LIHEAP Cash grant that has been authorized and not yet received, will be deemed available to resolve the crisis and will be applied toward the delivery cost first.

(ii) Utility bills to restore or continue home-heating service if the household is without heat or in imminent danger of being without heat because of actual or scheduled termination of the primary or secondary fuel type by a utility company. The payment may include the charge, if required, for a service reconnection.

*NOTE:* Crisis benefits may be approved in this instance based on issuance of a termination notice. The following applies:

(A) For utilities regulated by a governing body such as the Public Utility Commission (PUC), winter termination procedures prevent the termination of service without the governing body's approval from December 1 through March 31. Regulated utilities may still issue termination notices from December 1 through March 31. They cannot, however, act on these notices to terminate service without having been granted permission to terminate service by the governing body. In these situations, contact must be made with the utility to determine if the governing body has granted the utility permission to terminate service for the applicant household before Crisis benefits may be authorized to relieve the emergency. The household is ineligible for Crisis benefits if the utility has not been granted approval to terminate service.

(B) For utilities not regulated by a governing body, a termination notice means that the utility has established a date when service will actually terminate, in accordance with the utility's current termination procedures. Documentation of the termination notice must be provided before Crisis benefits may be authorized to relieve the emergency.

**§601.63. Number of payments.**

A household may receive more than one Crisis benefit during the program year, subject to the minimum and total maximum amounts allowed under the current LIHEAP State Plan and the amount of available federal funding.

**§601.64. Payees.**

DHS pays Crisis benefits directly to the vendor, unless direct payment to a vendor cannot be made. If DHS determines that Crisis benefits cannot be paid directly to the vendor, DHS pays the Crisis benefit to the applicant as reimbursement after verification of the purchase has been provided.

**§601.65. Refunds.**

Refunds and reissuances of LIHEAP Crisis benefits are treated as follows:

(1) Refunds from the vendor. The vendor shall submit all refunds, including any unused LIHEAP funds to DHS's LIHEAP Vendor Unit within 30 days after the basis for the return is known. LIHEAP funds are available for two heating seasons. Any unexpended LIHEAP benefits that remain as a credit on the customer's account as of June 30 of the year following the season (state fiscal year) in which payment was authorized shall be refunded to DHS's LIHEAP Vendor Unit by July 31.

(2) Reissuances to or on behalf of the client. DHS will reissue a vendor refund, as applicable, for the current or previous program year if all of the following conditions are met:

- (i) The whereabouts of the household are known.
- (ii) The household continues to reside in the commonwealth.
- (iii) The crisis for which benefits were authorized continues to exist.

**INCOME DETERMINATION FOR CASH AND CRISIS BENEFITS**

**§601.81. Income counted.**

To determine the income level of an applicant household for Cash and Crisis benefits, the LIHEAP administering agency counts the gross annual income of the following persons:

- (1) The household members, regardless of relationship or Citizenship.
- (2) A roomer who is related to a household member by blood, marriage or adoption.
- (3) A person living with the applicant who, as a member of another household, has already received a LIHEAP Cash or Crisis benefit during the program year.

**§601.82. Gross income defined.**

Gross income is the total earned and unearned income of the household and includes the following:

- (1) Employee earnings. Employee earnings are money, including



wages, salaries, bonuses, commissions and tips, before taxes or other deductions, that a person receives for providing services on behalf of an employer.

(2) Profit from self-employment. Profit of a self-employed person is gross receipts minus costs of operating a business or farm, practicing a profession, providing day-care for children in an approved family day-care facility, or renting nonresident real property.

(i) The following expenses are among those that are not deductible from gross receipts:

- (A) Depreciation.
- (B) Personal business and entertainment expenses.
- (C) Personal transportation.
- (D) Purchase of capital equipment.
- (E) Payment on the principal of loans for capital assets or durable goods.
- (F) Work-related expenses such as federal, state and local income taxes, contributions to retirement funds, and transportation to and from work.
- (G) Deposits into the self-employed person's retirement account and payment for his or her life insurance.

(ii) A loss from one source of income cannot be used to offset another source of income.

(3) Income from roomers, boarders or apartment renters. Gross income from providing room or board, or both, or from apartment rentals paid directly to a household member is computed under 55 Pa. Code §183.65 (relating to profit).

(4) Unearned income. Unearned income includes, but is not limited to, the following:

- (i) Public assistance grants.
- (ii) Social Security benefits.
- (iii) Workers' compensation.
- (iv) Supplemental Security Income.
- (v) Unemployment compensation.

- (vi) Support payments.
- (vii) Cash gifts and contributions.
- (viii) Pensions.
- (ix) Interest and/or dividends from investments or bank accounts.
- (x) Veterans' benefits.
- (xi) Funds withdrawn from Individual Retirement Accounts, Certificates of Deposit and proceeds from the sale of stock certificates.
- (xii) Utility Allowances paid directly to the household from the landlord or public housing agency to cover utility bills.
- (xiii) Income from nonresident rental property managed by a rental agency or another person

**§601.83. Treatment of income.**

(a) The applicant may choose whether the time period to be used in determining gross annual income shall be the 12 months or the calendar month prior to the month of application. Regardless of the selected time period, income shall be converted to a yearly figure. Income for household members who are receiving Supplemental Nutrition Assistance Program (SNAP), Cash or Medical benefits from DHS will be annualized based on the gross amount documented on DHS's Client Information System.

(b) If the total gross annual income of the household exceeds the established percentage of the poverty level for the current year, after all allowable exclusions, the household is ineligible.

**§601.84. Income exclusions.**

The following income will not be considered when determining gross yearly income for the purpose of establishing LIHEAP eligibility:

(1) Educational assistance from scholarships, grants, and loans to a student unless it is solely for basic living needs such as housing and food and the amount of income from other sources used to pay out-of-pocket expenses for books and other required educational fees.

(2) All student financial assistance received from a program funded in whole or in part under Title IV of the Higher Education Assistance Act Amendments of

1992 (P.L. 102-325), or under the Bureau of Indian Affairs student assistance programs.

(3) Payments for services or out-of-pocket expenses to volunteers serving as foster grandparents, senior health aids or senior companions, and to persons serving in other programs under Title II of the Domestic Volunteer Service Act of 1973 (42 U.S.C.A. §§5001-5024).

(4) Payments, including stipends, to volunteers for VISTA, Service Learning Programs and Volunteer Programs under Title I of the Domestic Volunteer Service Act of 1973 (42 U.S.C.A. §§4951-4994).

(5) Benefits received by a participant in the SNAP Program.

(6) The value of donated foods -- surplus commodities -- from the United States Department of Agriculture.

(7) The value of home produce of clients for household consumption.

(8) Money received under the Senior Citizen Rebate and Assistance Act (72 P.S. §§4751-1 through 4751-12).

(9) Money received as incentive or training-related expenses provided to persons involved in a work/training program sponsored by a Federal, State or local government agency.

(10) Medicare premiums deducted from Social Security benefit payments.

(11) Amounts received as reimbursement for medical costs, medical transportation and special allowance items for TANF recipients.

(12) Cash or in-kind assistance with heating costs provided by private or public agencies or utility companies.

(13) Loans which can be verified with a statement from the lender or a loan document specifying the repayment plan.

(14) The portion of a Social Security lump sum death benefit designated for funeral expenses.

(15) For actual child support received, whether court-ordered support or voluntary support from a legally responsible relative, up to the first \$100 will be excluded in determining household income if there is one child under age 18 in the household. If there are two or more children in the household, up to \$200 will be excluded. Also, up to the first \$50 of actual spousal support received in a given month will be excluded. If a household receives both child support and spousal support, only the amount which is the greatest will be excluded for that month; the household will not receive both a child

support and spousal support deduction in the same month. All support refunded by DHS during the month is excluded.

(16) Agent Orange Settlement payments.

(17) Earned Income Tax Credits (EITC) including anticipated monthly payments as well as year-end payments.

(18) Income tax refunds.

(19) Restitution payments made to individuals because of their status as victims of Nazi persecution.

(20) Non-recurring lump sum payments.

(21) Wage earnings of a dependent child under age 18.

(22) Utility allowances for residents of subsidized and public housing, unless the household receives the payment directly from the landlord or public housing authority to cover utility bills. If the utility allowance is paid directly to the household, the amount of the payment is counted as unearned income in the month during which it is received.

(23) Money paid by an approved child-placement agency to the client for providing foster care for a child if the money is received through Title IV-E of the Adoption Assistance and Child Welfare Act of 1980 (P.L. 96-272). Money received through Article VII of the Public Welfare code (62 P.S. Sections 701 - 774) also is not counted.

(24) Earned income from temporary census employment.

(25) Unemployment Compensation reductions due to a low balance in the Unemployment Compensation Trust Fund.

(26) A person who has unearned income may get a deduction for expenses that he or she has to pay to get the income. These expenses include, but are not limited to, the following:

- Attorney fees;
- Court costs;
- Transportation costs;
- The amount paid to a rental agency to handle rental property;
- Court-ordered fees paid to a guardian who controls the person's income.

**NOTE:** The CAO must make sure to subtract expenses to determine the unearned income used for the gross income test.

## VERIFICATION AND DOCUMENTATION

### **§601.101. Verification and documentation defined.**

The applicant shall provide sufficient information regarding the household's circumstances to enable the LIHEAP administering agency to determine LIHEAP eligibility and the amount of a LIHEAP benefit.

(1) Verification. The term refers to any form of convincing information, including oral statements or documentation. Types of documentation may not be limited to any specific type and may include: written evidence, public records, automated sources, electronic evidence and websites.

(2) Documentation. The term refers to written or printed evidence, such as fuel bills, rent receipts, or pay stubs, that is needed to determine LIHEAP eligibility and the type and amount of the LIHEAP benefit.

### **§601.102. Income.**

(a) The applicant shall provide documentation of the amounts and sources of income of household members, including related roomers, as well as that of anyone in the household who received LIHEAP benefits during the current program year as a member of another household.

(b) The applicant shall report but is not required to document income of persons in the household who are currently receiving SNAP, Cash or Medical benefits from DHS and whose income has already been documented and is available in a case record on file with the local CAO.

### **§601.103. Minimal or no income.**

If the applicant states that the household has minimal or no income, the applicant shall be required, as a condition of eligibility, to produce evidence that will satisfactorily explain how the household members are meeting their financial obligations and basic living needs.

### **§601.104. Responsibility for home-heating costs.**

(a) The applicant for a Cash benefit must provide either a recent fuel bill or receipt for the primary fuel type of the household or the CAO can verify a household's heating responsibility through collateral contact with the vendor. A recent bill or receipt is one that was issued within two months of the date before application. Receipts from vendors for fuel purchased since January of the previous LIHEAP season may be acceptable. CAOs can use websites, hotlines and other collateral contacts to verify a household's heating responsibility or that a vendor has provided or will provide service to

a household. If the household chooses to have the benefit paid to the vendor of its secondary fuel type, the applicant for a Cash benefit shall provide documentation of a financial responsibility for both the primary and secondary fuel types.

(b) The applicant for a Crisis benefit shall prove payment responsibility for either the primary or secondary fuel type of the household. In the absence of a recent bill or receipt due to prior termination of service, verification is required from the vendor that service will be activated pursuant to a determination of eligibility for LIHEAP.

(c) If the household pays for heat indirectly, a written or oral statement from the landlord or rental agent may be acceptable verification of a home-heating responsibility. The statement shall specify the primary type of fuel used to heat the home of the applicant household.

(d) Proof of payment responsibility for either a Cash or Crisis benefit may be in a name of a non-household member in certain reasonable situations, such as the death of the person billed or credit problems of the applicant. The applicant must provide written proof of address other than the heating bill and explain why the bill is in another person's name and confirm that the household has the obligation to pay the bill. *EXAMPLE:* The LIHEAP applicant continues to have the utility bill in the name of her deceased spouse. She provides a driver's license documenting that she resides at the residence.

#### **§601.105. Proof of residence.**

In situations where the household is not living at its actual residence, in order to qualify for LIHEAP benefits, the household must provide documentation of the emergency or situation beyond the household's control that requires that the household live elsewhere. Appropriate documentation may include some type of written or printed information, such as a doctor's statement or letter from the Board of Health, substantiating why the household is not residing at its residence.

Upon request, the CAO will assist the applicant in providing proof of residence.

#### **§601.106. Social Security numbers.**

Applicants shall provide Social Security numbers for all members of their household. This requirement is consistent with the May 5, 2010 HHS Information Memorandum LIHEAP-IM-2010-6, which allows states to require Social Security numbers from applicant households as a condition of LIHEAP eligibility. A household member who does not have a Social Security number or is unable to provide one shall complete an energy assistance affidavit. An energy assistance affidavit is not required for a child under the age of one.

#### **§601.107. Questionable information.**

The LIHEAP administering agency may require the applicant to verify information

affecting eligibility that appears to be incomplete, unreasonable, or inconsistent with known facts.

**§601.108. Proof of energy crisis.**

The applicant for a Crisis benefit must provide proof that the household is experiencing a home-heating emergency. Acceptable forms of proof include:

- a utility termination notice or verification of a scheduled termination;
- verification that utility service has already been terminated; or
- a statement from the applicant that the household's deliverable fuel supply will last less than 15 days.

Termination notices issued by regulated utility companies from December 1 through March 31 are not proof of a home heating emergency. These companies cannot terminate services during this period without permission from the PUC.

**§601.109. Lawfully admitted non-citizen status.**

The applicant must provide proof of lawfully admitted non-citizen status for each non-citizen who resides in the household. Documentation consists of a document issued by U.S. Citizenship and Immigration Services (USCIS). Refer to the Chart at end of Appendix B for examples of acceptable documentation.

## **CLIENT RIGHTS**

**§601.121. Confidentiality.**

(a) Information about a LIHEAP applicant or recipient is confidential and may be disclosed for only the following purposes.

(1) To aid in the investigation or prosecution of suspected fraud in connection with LIHEAP; or

(2) To cooperate with federal or state authorities regarding LIHEAP audits, reports, reviews, and investigations.

(b) If the client concurs, the LIHEAP administering agency may disclose only that information about the applicant or recipient household that is needed to help the household apply for or obtain other forms of home energy assistance.

**§601.122. Nondiscrimination.**

DHS assures that no person on the basis of race, color, sex, age, handicap,

religion, national origin or ancestry, sexual orientation, or political belief will be excluded from participation in LIHEAP, denied LIHEAP benefits or be subject to discrimination in an activity or project receiving LIHEAP funds.

**§601.123. Appeals and fair hearings.**

(a) Applicants may appeal and receive a fair hearing of their claim for LIHEAP if the applicant believes that benefits are unjustly denied or unreasonably delayed or may appeal and receive a fair hearing of a decision regarding overpayments.

*EXCEPTION:* Applicants do not have the right to a fair hearing if the program closes prior to authorization of benefits due to lack of funds, or if application is submitted after the close of the program.

(b) Client rights and procedures for appeals and fair hearings appear in Chapter 870 of the Supplemental Handbook (relating to appeal and fair hearing).

(c) Upon request, LIHEAP staff will help the client with any aspect of the appeal and fair hearing process.

**OVERPAYMENTS**

**§601.141. Overpayment defined.**

An overpayment is the payment of LIHEAP funds or provision of LIHEAP benefits for which the agency or person is either fully or partially ineligible.

**§601.142. Liability.**

A person or agency that receives LIHEAP funds or benefits for which it is ineligible shall repay DHS for the overpayment.

**§601.143. Fraud.**

A person who knowingly misrepresents or withholds information in order to qualify anyone for a LIHEAP benefit is guilty of fraud and subject to a penalty of a fine or imprisonment, or both.

**§601.144. Treatment of overpayments.**

(a) If an overpayment occurs because of suspected fraud, client error, or client misrepresentation, DHS will refer the overpayment for collection or prosecution to the Office of State Inspector General, P.O. Box 8016, Harrisburg, Pennsylvania 17105-8016, under Supplemental Handbook Chapter 910 (relating to overpayment recovery).

(b) If an overpayment occurs because of vendor error, misrepresentation, or fraud, DHS will take progressive steps, if necessary, to seek restitution of the overpayment. In instances where vendor error has caused the overpayment, any calls or



notices to the vendor regarding repayment must include a statement that repayment must be made from vendor funds, not client funds. Recoupment is made in accordance with §601.145.

(c) If an overpayment occurring because of fraud, error, or misrepresentation by either client or vendor is less than \$25, DHS will not seek restitution of the overpayment, but a referral will still be made to the Office of State Inspector General.

(d) If an overpayment occurs that was not caused by fraud, error or misrepresentation, by either the client or the vendor, the overpayment will be considered an administrative error. No restitution is required by the client or the vendor and no referral will be made to the Office of State Inspector General.

#### **§601.145. Accounts Receivable**

DHS is authorized to recoup past due LIHEAP balances from vendors by debiting any current or future LIHEAP payment to the vendor for an amount equal to the outstanding unrefunded balance that is due to DHS from the vendor. A record of the balance of funds owed is established by DHS when a vendor error has occurred or a vendor has received a payment on behalf of a client who has subsequently moved to another county and is no longer a customer of the vendor. The vendor must return these funds to DHS.

DHS will send the vendor up to three notices requesting payment of the funds. If the vendor has failed to respond after the third notice, the amount of the balance of funds owed to DHS will be deducted from the vendor's next payment(s) until the funds are repaid. . If unable to be recouped, any outstanding balances that have not been returned by the vendor may be referred to the Attorney General's Office for collection proceedings and all other legal remedies.

The vendor acknowledges that DHS will reduce vendor payments by the amount of the balance of funds owed to allow for the expeditious collection of these debts. The vendor agrees to apply the full payment amount of each LIHEAP benefit approved by DHS to the respective account of each LIHEAP recipient whom the vendor serves.

<b>U.S. CITIZENSHIP AND IMMIGRATION SERVICES (USCIS)</b> <b>ELIGIBLE NON-CITIZEN STATUS CHART</b>
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Non-citizen	USCIS Document
Lawfully admitted for permanent residence as an immigrant	-I-551 (Non-citizen Registration Receipt card-Green card) -I-551 (Unexpired Temporary I-551 stamp in foreign passport) -I-94 (Arrival - Departure Record)
Asylee (USCIS Section 208)	-I-94 annotated with stamp showing grant of asylum under Section 208 -I-688B (Employment Authorization Card) annotated "274a.12(a)(5)" -I-766 (Employment Authorization -Document) annotated "A5" -Grant letter from the Asylum Office of USCIS -Order of an immigration Judge granting asylum
Refugee (USCIS Section 207)	-I-94 annotated with stamp showing admission under Section 207 -I-688B (Employment Authorization Card) annotated "274a12(a)(3)" -I-766 (Employment Authorization Document) annotated "A3" -I-571 (Refugee Travel Document)
Non-citizen Paroled Into U.S. for at Least One Year (USCIS Section 212(d)(5))	-I-94 with stamp showing admission for at least one year under Section 212(d)(5) Periods of admission for less than one year cannot be added to meet the one year requirement
Non-citizen whose Deportation or Removal was Withheld (USCIS Section 243(h)) (USCIS Section 241(b)(3))	-I-688B (Employment Authorization Card) annotated "274a.12(a)(10)" -I-766 (Employment Authorization Document) annotated "A10" -Order from an immigration judge showing deportation withheld under 243(h) of the INA as in effect prior to April 1, 1997, or removal withheld under 241(b)(3)
Non-citizen Granted Conditional Entry (USCIS Section 203(a)(7))	-I-94 with stamp showing admission under 203(a)(7) -I-688B (Employment Authorization Card) annotated "274a.12(a)(3)" -I-766 (Employment Authorization Document) annotated "A3"
Cuban/Haitian Entrant (USCIS Section 212(d)(5))	-I-551 coded CU6, CU7, CH6 -I-551 Unexpired temporary I-551 stamp in foreign passport -I-94 with code CU6 or CU7 -I-94 with stamp showing parole as "Cuban Haitian Entrant" under Section 212(d)(5)
Non-citizen who has been battered or subjected to extreme cruelty in the United States	-Collateral contacts with school counselors, health professionals, social service agency personnel, police or courts -Affidavit from person -Eye witness accounts

**APPENDIX C****CRISIS INTERFACE AND WEATHERIZATION ASSISTANCE PROGRAM**

The mission of the Pennsylvania Department of Community and Economic Development's (DCED) Center for Community Services is to reduce energy consumption and cost in low-income households throughout Pennsylvania. This attachment constitutes the DCED portion of the Department of Human Services (DHS) State Plan specifically applicable to LIHEAP for the Federal Fiscal Year (FY) 2021 program year. The Pennsylvania Weatherization Assistance Program (WAP) State Plan, as developed by DCED and submitted to the Department of Energy (DOE), is hereby incorporated for reference.

For FY 2019, DCED received \$30,991,292 of the federal Department of Health and Human Services LIHEAP allocation from DHS for use in its Crisis Interface and WAP. For FY 2020, DCED has received \$30,062,555.

For both fiscal years, DCED-allocated LIHEAP funds not expended on Crisis are used to weatherize homes. Statistics regarding the last two years' LIHEAP funding are as follows:

- Crisis expenditures for FY 2019 totaled over \$26 million; approximately \$6.8 million of the funds were used to provide standard weatherization services; The Pilot Deferral Program utilized over \$890,000 and over \$4 million was allocated for the Crisis season start up for FY 2020.
- Crisis expenditure data for FY 2020 is not yet complete since Crisis season is not over at the writing of this plan. Therefore, at the writing of this plan, preliminary data suggests that the Weatherization Agencies will spend over \$20 million on the Crisis Interface portion of the \$30,062,555 allocation.
- We expect the \$7 million balance of funds at the end of the Crisis season to be spent on providing standard weatherization services
- Up to \$1.5 million will be used for the LIHEAP Deferral Program for deferred homes.
- DCED and Weatherization Agencies expect to expend the full allocation of \$30,062,555.

Expenditure levels and other aspects of this plan are based on current growth and demand for both Crisis Interface and Weatherization Services. In the event that additional funding becomes available, or the total allocation is decreased, DCED reserves the right to modify this Plan in accordance with all applicable regulations and procedures. DCED understands that any changes not in accordance with the initial formula may necessitate a public hearing.

What follows is a description of the two separate components of weatherization accomplished and anticipated via LIHEAP funding: Crisis Interface and the WAP.

## **CRISIS INTERFACE COMPONENT**

### **I. Introduction**

The DCED has, since 1993, operated the Crisis Interface Program with LIHEAP funds for heating-related emergencies that are referred to the Weatherization Agencies by the local County Assistance Offices (CAOs) or by a local community-based organization (Crisis Contractor). This program has been labeled “Crisis Interface” because it describes the relationship between DHS and DCED, which administers WAP statewide. The DHS Crisis program is administered through the local CAOs or by a Crisis Contractor. Crisis Interface involves two distinct services: supply shortages and weather-related emergencies (which include repair/replacement of heating systems or fuel lines, broken windows and pipe-thawing). Most supply shortages are resolved with vendor payments by DHS while weather-related emergencies are referred to local Weatherization Agencies to find resolution. Eligibility for Crisis services is determined by the local CAO or Crisis Contractor.

### **II. Eligibility Determination**

LIHEAP eligibility for the Crisis component of the program is determined by the local CAO or the local LIHEAP Crisis Contractor based on income levels determined by DHS. The eligible income level for Crisis services is determined annually by DHS, which may be lower than the WAP income eligibility levels.

Although no additional income eligibility determination is required to be performed by the Weatherization Agency, it is possible for the Weatherization Agency to discover income or household information discrepancies at the time of visit.

In such cases, when the Weatherization Agency personnel find that an applicant’s situation may not meet Crisis eligibility criteria or conflicts materially with the referral provided by the CAO, the CAO will be notified immediately of the finding. All client appeals will go through the CAO or local LIHEAP Crisis Contractor.

A housing unit will not be eligible for Crisis if:

- 1) The housing unit was purchased or rented without a heating system.
- 2) The housing unit is unoccupied.
- 3) The housing unit is not a primary residence.
- 4) The housing unit has been condemned or deemed uninhabitable by local, state, or federal authorities.
- 5) It is a manufactured home moved to a location that does not allow its heating system’s current fuel type.

A housing unit may not be eligible for Crisis services but may be considered on a case by case basis if the following is true:

- 1) The heating appliance isn't installed and operating based on the manufacturer's specifications or current code requirements, whichever is more stringent, and isn't following all applicable building and fire codes.
- 2) The heating appliance has not been operating within the last two heating seasons from the date of application. A furnace that has not been working for that long of a period of time cannot be considered to be a weather-related emergency. The applicant must provide proof of the home heating **emergency**.
- 3) Fuel type/source is changed by landlord.
- 4) Home is in foreclosure process.

### **III. Referral Procedures**

Within 24 hours of determination of eligibility, the CAO or Crisis Contractor will send a referral to the local Weatherization Agency via fax or email. The Weatherization Agency then will evaluate the situation and may require an on-site visit to ascertain the needs of the household. Weatherization Agency staff will discuss the time-lines of the Crisis resolution with the household and offer the use of an electric auxiliary heater. The results of that discussion will be documented. Weatherization Agency staff will notify the CAO or Crisis Contractor after the course of action has been determined.

### **IV. Weatherization Service Provider Program Responsibilities**

It is the responsibility of the Weatherization Agency to address the crisis within 48 hours or, if the client is in a life-threatening situation, within 18 hours. This does not mean that the repair must be made within 48 (or 18) hours. Instead, the Weatherization Agency is responsible to document that Weatherization Agency staff have discussed with the household time-frames needed to complete the necessary repairs or replacement of the heating system. The staff must also resolve that the household has a safe place to go until the immediate crisis is over or was provided an auxiliary heater for use until the crisis has been resolved. These actions do not absolve the Weatherization Agency's responsibility to resolve the actual crisis at the earliest possible date, although resolution to the crisis may, in some circumstances, be confined to providing a warm room within the home.

The measures for which Weatherization Agencies will be responsible under the LIHEAP Crisis program are as follows:

- Repair of heating system
- Loan of auxiliary heater
- Repair of gas or other fuel lines
- Replacement of un-repairable heating systems
- Repair of hot water heating system
- Heating system pipe thawing service
- Repair of broken windows
- Provide blankets

The purchase of a new heating system is only allowable if documentation is provided that the heating system cannot be repaired, or repairs will correct the problem only temporarily. Heating System repairs and replacements should be conducted according to the manufacturer's instructions for the heating system. The repair of a water heating system, including repair of water pumps and accessories, is only allowable if the system is essential for producing home heat. If excavation which would be considered to be the client's responsibility is needed in the repair or installation of gas or fuel lines, it is an allowable expense as long as the expense is reasonable. The utility company should be contacted to confirm the responsibility of gas or fuel line repair or installation. The repair of broken windows is only allowable if the heating system is also being repaired or replaced.

Weatherization Agencies will provide client education regarding all crisis measures completed. Weatherization Agencies will also provide a client complaint procedure for Crisis Interface clients.

## **V. Client Responsibilities**

The client or their designated proxy is responsible for being available to sign off on client education and all measures completed. A client agreement is also needed regarding the receipt and understanding of the information provided about the care and maintenance of their heating system including any auxiliary heat which may have been supplied on loan. The client or their designated proxy is responsible for signing off on the receipt of the client complaint procedures. The client must provide permission in writing for any and all work performed. If the home is a rental, the landlord's permission is also recommended. The client or their proxy must be available to sign off on the final inspection and client satisfaction documents.

## **VI. Allowable Expenditures**

A portion of the LIHEAP funds allocated for weatherization will be used to alleviate specific LIHEAP crises. All expenditures for allowable Crisis measures are to be paid from LIHEAP funds allocated to the WAP. There is no reimbursement required from the CAO.

For Crisis work, expenditures over \$8,000 require at least two estimates and prior state approval.

## **VII. Rental Dwellings**

Department of Health and Human Services' regulations require that owners and renters receive equitable treatment under the LIHEAP program. Therefore tenants, when referred, are considered eligible for Crisis services. However, on the basis of an implied warranty of habitability assumed by the landlord, prior to referral, appropriate action should be taken by the CAO to have furnace repair/replacement completed by the

landlord. In all cases, agency may require prior permission from the landlord to enter the premises to provide Crisis Services.

Department of Health and Human Services regulations allow LIHEAP benefits to only those households eligible under LIHEAP income guidelines; therefore, a heating system that supplies heat to those other than LIHEAP eligible clients (e.g., in a multi-unit dwelling) is not eligible for service under the LIHEAP Crisis component.

### **VIII. Subcontracting for Crisis Services**

In order to maintain the greatest consistency with WAP guidelines, contractors under current subcontract agreement with the Weatherization Agency should be utilized to provide Crisis services.

However, due to the demand and emergency requirements of the Crisis program, it may be necessary to secure services from contractors not normally utilized and/or not currently under a subcontract with the Weatherization Agency. In this case, Weatherization Agencies are authorized to procure services from contractors on a temporary basis without entering into a formal subcontract agreement, provided that their qualifications have been reviewed and approved, and a cost/price analysis is performed to determine the reasonableness of compensation requested by the contractor. These temporary subcontractors must meet the Environmental Protection Agency (EPA) lead safe work practice and OSHA requirements, carry proper licensing and/or certifications, carry appropriate and sufficient insurance, and be able to provide all the required documentation for the work they perform. All DCED procurement procedures must be followed when selecting subcontractors and deciding to subcontract on a long-term basis with subcontractors who have been utilized on a temporary basis.

A client may request that a contractor of his/her choice provide Crisis services (e.g., those who have a service contract or a current fuel vendor). If, after review, the Weatherization Agency determines through its experience that a bid received in this manner is questionable, an additional bid must be secured and documented prior to approval.

All Crisis heating system installations performed by a contractor that is not normally affiliated with the WAP must be inspected prior to payment.

### **IX. Crisis Monitoring Schedule**

DCED will conduct a combination of desk and onsite monitoring of 3% of completed Crisis units. Since Crisis work primarily involves repair and replacement of broken heating units, the monitoring review will include a review of work done, the funds expended and sign – off of client, according to a specific monitoring checklist developed for the monitoring of Crisis heating emergency jobs. Included in the monitoring review strategies, DCED regularly reviews Crisis jobs in making fuel switch determinations and when assisting Weatherization Agencies in cases which present unique issues. These reviews will be included in the 3% of Crisis units monitored. Depending on the results of the of the Crisis review, any findings or concerns will be incorporated into the Weatherization Risk



Assessment process, issued with monitoring reports and/or discussed with an agency via email or phone conference.

## **WEATHERIZATION ASSISTANCE PROGRAM COMPONENT**

### **I. Introduction**

The Energy Conservation in Existing Buildings Act of 1976, Title IV of the Energy Conservation and Production Act (referred to as "the Act"), authorized the Federal Energy Administration, now part of DOE, to establish a Weatherization Assistance Program to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential energy expenditures, and improve their health and safety, especially low-income persons who are particularly vulnerable such as the elderly, the handicapped, and children.

The program is intended to reduce national energy consumption and to reduce the impact of higher fuel costs on low-income families. Funds are provided to install a number of energy conservation measures such as building shell air-sealing, hot water conservation measures, attic and foundation insulation and oil and gas furnace modifications.

Funds to perform weatherization activities are allocated by DOE to the Commonwealth, typically on a formula basis, determined by the relative need for weatherization assistance among the states. The formula takes into account the number of low-income households, and the number of heating and cooling degree days in each state.

In the Commonwealth of Pennsylvania, the Secretary of DCED, as the designee of the governor, applies for, receives, and administers these funds. The funds are distributed by DCED to local governments and nonprofit organizations such as community action agencies.

It is the mission of the WAP of the Commonwealth of Pennsylvania to reduce energy consumption and cost in low-income households throughout Pennsylvania. PA WAP accomplishes this mission in thousands of homes throughout the commonwealth every year.

PA WAP also accomplishes its mission by training and certifying weatherization workers at local subgrantees to take a scientific approach to reducing energy usage in the home. These workers achieve this in two ways: First, workers perform a standardized whole house energy audit to determine which energy efficiency measures should be performed. All energy conservation measures must meet the acceptable savings to investment ratio (SIR) of 1 or greater for the whole house based on the audit results. Agencies must try to achieve the highest possible SIR for the unit. The energy audit guides workers toward specific tasks like caulking around cracks, insulating the attic, or installing energy-efficient light bulbs. Second, workers provide client education to the home's residents. They show residents how to use the newly installed features, and more importantly, they teach them simple life-changing skills to save energy and money.



PA WAP weatherization workers install energy efficiency measures and provide client education to help Pennsylvania avoid the adverse effects of high energy costs on low-income citizens. Such adverse effects include a diminished ability to maintain utility services, including oil and coal deliveries, and a decreased capability to keep residences at temperatures necessary for health and comfort. As PA WAP continues to realize its mission, it is helping Pennsylvanians stay warm through the winter, save money on their energy bills, and take responsibility for living an energy-efficient lifestyle.

Each Federal fiscal year, a State Plan is required for continued participation in the WAP program. As such, the State Plan establishes the number of homes to be weatherized within the limits of available resources, the specific energy conservation measures to be undertaken, eligibility requirements, projected energy savings, program implementation strategies and other program requirements. The DOE-approved energy conservation measures, eligibility requirements, general program implementation strategies and technical requirements will apply to the weatherization work performed with LIHEAP funds. The organization and content of the proposed plan are derived directly from DOE regulations as contained in the Federal Register, 10 CFR Part 440 Final Rule, published February 1, 2002, and subsequent DOE instructions.

Guidelines provided in the Weatherization Work Plan outline allowable costs for standard weatherization activities and health and safety abatement and provide a subgrantee budget format to appropriately allocate costs for these measures.

## **II. Production and Expenditure Schedule**

DCED proposes to provide weatherization services to eligible households according to the prioritization procedures established in the DOE PA On-File Information (Master File) but when utilizing LIHEAP funds, may first give consideration to current LIHEAP or LIHEAP Crisis clients. Efforts to provide services to LIHEAP Clients may eventually alleviate their need to access LIHEAP funds and services.

**III. Program Coordination** Societal benefits of Weatherization include reduction of energy costs for LIHEAP clients and manageable bill payment. The health and safety of clients can be enhanced by utilizing community and other governmental resources and treating the home with a more holistic approach. For example, agencies are encouraged to coordinate with utility, lead abatement, and Healthy Homes programs when weatherizing a home. Upon request, consideration for increased agency allocations will be reviewed for this collaborative, holistic approach among agencies in a specified geographic area.

DCED also allows both DOE and LIHEAP funds to be utilized on the same unit to help maintain the required Average Cost Per Unit (ACPU) and allow for all energy-savings measures to be completed per the unit's energy audit.

#### **IV. PA LIHEAP Deferral Program**

DCED, at the continued recommendation and support of the DCED Policy Advisory Council (PAC), is continuing the LIHEAP Deferral Program to address the high rate of deferrals in the WAP due to substandard housing. The LIHEAP Deferral Program funds for this program year are available since January 2020 until September 2020, with the weatherization to be completed by September 2021.

The program has been in operation since 2017 and has utilized over \$1.7 million to complete 357 units, 250 of which have also weatherized since the program was initiated. The average cost per unit for the Deferral Program units is about \$4,400 for both years. Common measures completed were Knob and Tube remediation, roof repairs, and addressing mold and moisture issues. This year, the LIHEAP Deferral Program can utilize up to \$1.5 million of LIHEAP funds to allow agencies, located in different regions of the state, to perform measures which are not permitted in the DOE regulations for weatherization work. Currently, six agencies have proposed to participate in the program. This LIHEAP Deferral Program will address deferral issues for approximately 114 units at a targeted average cost of \$5,000 per unit. Allowable repairs in the Program will be more extensive such as plumbing and electrical work, mold and mildew remediation via specialists and roof repair which goes beyond what is usually allowable in the WAP.

The goal of the program will be to perform the additional repairs in the home so that it will be in appropriate condition to perform a weatherization audit and install energy conservation measures within one year of the Deferral Program's completed measures. The end result achieved in the Deferral Program homes will be increased energy savings, fuel use and cost reduction and providing a safe, healthy home environment.

Homes targeted for the Deferral Program will be homes that would have been deferred from WAP services due to structural and health-related issues. If the overall LIHEAP level of funding remains the same or is increased, the LIHEAP Deferral Program will continue to be evaluated for consideration the upcoming year.

#### **V. Average Cost Per Dwelling Unit**

Weatherization costs are established at an average statewide expenditure that will not exceed \$7,669 per unit; which includes cost for Direct Services. Direct Services include materials and labor in Program Operations and; Program Support.

#### **VI. Rental Dwellings**

Department of Health and Human Services' regulations require that owners and renters receive equitable treatment under the LIHEAP program. Therefore, tenants are considered eligible for Weatherization Services. However, on the basis of an implied warranty of habitability assumed by the landlord/owner, prior to weatherization, the landlord/owner will be contacted regarding weatherization services. Permission must be granted by the landlord/owner to enter the premises to provide Weatherization Services.

Please see additional information in the VII. Minimum Program Requirements section regarding rental dwellings.

## **VII. Types of Weatherization Work to be Performed**

All weatherization work performed in PA WAP by direct hires of the PA WAP network, as well as any subcontractor work, adheres to the Standard Work Specifications (SWS) for Home Energy Upgrades for Single Family, Multifamily, and/or Manufactured Homes, and as such, will be noted in the contractual requirements between the PA WAP agencies and their subcontractors. PA requires a Standardized Whole-House Audit on every single-family unit. In addition, the PA SWS Field Manual includes the SWS for the most common measures performed in PA and is coupled with Pennsylvania's state-specific guidance regarding policy and technical program requirements. – All PA WAP weatherization workers are required to use PA's SWS Field Manual on the jobsite to reference the desired outcome of specific tasks as well as to ensure the installed measures are 100 percent compliant with the SWS. The SWS online tool is referenced in the PA SWS Field Manual and should be utilized for guidance on the SWS's that may not be addressed in the Field Manual.

The WAP is designed to reduce energy consumption of dwellings through the installation of energy conservation measures approved by DCED, based on their savings-to-investment ratio or cost-effectiveness. Additional measures are approved and selected as incidental repairs necessary for the safe and effective installation of the energy conservation measures, to correct an existing health or safety problems or to assure health and safety in conjunction with the installation of the energy conservation measures.

Pennsylvania WAP has developed a Health and Safety Plan which is updated as needed and provides provisions for all health and safety measures and issues addressed by DOE's WPN 17--7. Pennsylvania will only install health and safety measures when the installation of weatherization measures necessitates a health and safety measure.

Subgrantees may use funds to abate energy-related health and safety hazards only if elimination of such hazards are necessary before, or as a result of, installation of weatherization materials. When spending LIHEAP funds, agencies have a set health and safety budget limit of 20% of the average cost per unit when addressing health and safety issues in the home.

The specific methodologies to accomplish the program measures are based, to an extent, on the condition and design of the dwelling. These methodologies are further directed on individual dwelling units through blower door guided analysis and air-sealing and inspection of the heating system.

Household treatment measures are to be selected for installation based on the Standardized Whole House Energy Audit results and their savings-to-investment ratio, taking into account:

- The structural, occupant or other considerations particular to the dwelling;

- The need and associated costs for installation of health and safety measures and/or incidental repairs;
- The contractual statewide average per-unit cost limits of the program.

The most cost effective and appropriate measures will be completed at every dwelling unit. Every dwelling unit will meet the National SWS.

## **VIII. Minimum Program Requirements**

Minimum program requirements are outlined under 10 CFR 440.16 and include Eligibility and Reweathering requirements. Eligibility is also based on the DCED Eligibility, Prioritization and Weatherization Service List Directive.

### Eligibility Criteria for Weatherization Services

A dwelling unit shall be eligible for Weatherization assistance if a family unit occupies the unit as their primary residence:

- Has an income that is at or below 200 percent of the poverty level in accordance with criteria established by the Office of Management and Budget;
- Contains a member who has received cash assistance payments under Title IV (AFDC) or Title XVI (SSI) of the Social Security Act or applicable state or local law at any time during the twelve (12)-month period preceding the determination of eligibility

In accordance with DOE program regulations, 200 percent of the Federal Poverty Income Guidelines is the determinant for income eligibility for all services provided under the WAP.

Weatherization Agencies may weatherize a building containing rental dwelling units wherein occupants meet the income eligibility requirements and where:

- Written permission of the owner or authorized agent is obtained; and
- Not less than 66 percent (50 percent for duplexes and four-unit buildings) of the dwelling units in a multi-family building are eligible dwelling units, or will become eligible dwelling units within 180 days under a Federal, State or local government program for rehabilitating the building; and
- An agreement is signed by both the owner/agent and tenant and witnessed by the Weatherization Agency to ensure that for a reasonable period of time (not less than 18 months), the tenant(s) will not be subject to rent increases or eviction unless it can be demonstrated that it is related to matters other than the weatherization work performed; and

- No undue or excessive enhancement shall occur to the value of the dwelling units.

DCED will continue to weatherize rental dwelling units in accordance with DOE regulations as identified in this Plan and the DCED WAP Directives, Guidelines, and DOE PA WAP State Plan including the On-File Information (Master File).

Re-weatherization of a dwelling unit is not allowable except:

- If the unit has been damaged by fire, flood, or act of God and repair of the damage to weatherization materials is not paid for by insurance; or
- That dwelling units partially weatherized during the period September 30, 1975 through September 30, 1994, may receive further weatherization assistance. These units may be counted as completions for compliance with the per-home expenditure limit. Each dwelling unit must receive a new energy audit, which takes into account any previous energy conservation improvements.

## **IX. Resolution of Client Complaints and WAP Appeals Process**

Client complaints and WAP appeals are to be dealt with in a timely manner, and any action taken toward resolution is to be adequately documented.

### Procedure

The sub-grantee is required to develop and provide to the client a form that identifies three points of contact for the resolution of a Weatherization complaint and WAP appeal.

The document provided should indicate that these are progressive steps of notification and appeal and that they must first attempt to resolve the issue at the local level prior to involvement by the State.

Further, the information to be provided should be left with the client at the time of application. In this way, a problem that may arise at any point during the weatherization process, including income verification, may be dealt with through the complaint/WAP appeal procedure.

- The first point of contact is the weatherization program coordinator. He or she should document the contact and take necessary action to correct the problem if it is legitimate, or to inform the client of the Weatherization Agency's position on the issue.
- The second is the coordinator's supervisor or the executive director who will be responsible to assure that the appropriate follow-up action was taken, or if further action is required.

- If a complaint is resolved by the local Weatherization Agency, the nature of the complaint and the action taken to resolve the problem must be documented and maintained in the client file as well as an agency complaint log for easy access.
- If the complaint or WAP appeal reaches DCED, the monitoring supervisor and/or field monitor will make direct contact with both the client and the Weatherization Agency to assess the nature of the problem, establish responsibility and recommend corrective action if necessary in writing to the Weatherization Agency. Upon completion of the corrective action, the Weatherization Agency must provide written documentation to DCED.
- If the complaint involves work quality, the field monitor will review the work and may inspect the unit prior to recommending corrective action.
- When the complaint involves an interpretation of program policy (e.g., income verification, liability, etc.) DCED will make a final determination and provide its decision to the local Weatherization Agency. In some cases, this could require involvement, consultation or a referral to DOE or the DCED's Legal Office.

## **X. Weatherization Monitoring Schedule**

For the monitoring of LIHEAP Standard Weatherization, at least 2% of the completed units will be site inspected utilizing the Quality Control Inspection (QCI) process as required in DOE WPN 15-4, Quality Work Plan, as outlined in the QCI Monitoring Checklist found in the Monitoring Directive. All the WAP monitors and monitoring supervisor are Quality Control Inspector certified.

WAP Performance/Risk Assessments will be conducted annually for each agency. As risk is determined, each agency will be addressed based on the results. Follow-up requests for information, phone conferences or in-person meetings may be scheduled to review areas of risk.

## APPLICATION FOR THE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

To apply for Water Assistance, you must complete all questions front and back and sign at the red "X".

If you do not understand these instructions, contact your local county assistance office.

1 Please complete this section for the head of household. \*Use the codes from question 2 to help provide the details.

Name (Include Last, First Middle Initial)		Date of Birth		Sex	Social Security Number
Home Address (Include Street, Apt. Number, City, State & ZIP Code+4)					
Mailing Address if different (Include Street, Apt. Number, City, State & ZIP Code+4)					
County You Live In	Phone Number: ( )	Citizenship*	Race (Optional)*	Ethnicity (Optional)*	Marital Status*
If you are currently receiving Cash, Medical Assistance, or SNAP benefits, may we use the income you have on file?					<input type="checkbox"/> Yes <input type="checkbox"/> No

2 List the people who live with you at this address. Include all children and adults. Include related roomers. Include all unrelated roomers who share household expenses. Do not include anyone in jail/prison. Do not include the household member listed in block 1.

Use the codes below to help provide the details for each individual in your household.

**CITIZENSHIP\*:** (1) U.S. Citizen, (2) Permanent Alien, (3) Temporary Alien, (4) Refugee, (5) Other-not eligible for benefits  
(All non-U.S. citizens must provide proof of alien status.)

**RACE\*:** (optional) (1) Black or African American, (3) American Indian or Alaskan Native, (4) Asian, (5) White,  
(7) Native Hawaiian or other Pacific Islander. List all groups that apply.

**ETHNICITY\*:** (optional) (1) Non-Hispanic, (2) Hispanic or Latino

**MARITAL STATUS\*:** (1) Single, (2) Married, (3) Common Law Marriage, (4) Separated, (5) Divorced, (6) Widow/Widower

Name (Include Last, First, Middle Initial)	Birthdate (MM/DD/YY)	Sex M/F	Social Security Number	Citizenship*	Race* (Optional)	Ethnicity* (Optional)	Marital Status *	Relationship to You
If this person is currently receiving Cash, Medical Assistance, or SNAP benefits, may we use the income we have on file for this person? <input type="checkbox"/> Yes <input type="checkbox"/> No								

Name (Include Last, First, Middle Initial)	Birthdate (MM/DD/YY)	Sex M/F	Social Security Number	Citizenship*	Race* (Optional)	Ethnicity* (Optional)	Marital Status *	Relationship to You
If this person is currently receiving Cash, Medical Assistance, or SNAP benefits, may we use the income we have on file for this person? <input type="checkbox"/> Yes <input type="checkbox"/> No								

Name (Include Last, First, Middle Initial)	Birthdate (MM/DD/YY)	Sex M/F	Social Security Number	Citizenship*	Race* (Optional)	Ethnicity* (Optional)	Marital Status *	Relationship to You
If this person is currently receiving Cash, Medical Assistance, or SNAP benefits, may we use the income we have on file for this person? <input type="checkbox"/> Yes <input type="checkbox"/> No								

Name (Include Last, First, Middle Initial)	Birthdate (MM/DD/YY)	Sex M/F	Social Security Number	Citizenship*	Race* (Optional)	Ethnicity* (Optional)	Marital Status *	Relationship to You
If this person is currently receiving Cash, Medical Assistance, or SNAP benefits, may we use the income we have on file for this person? <input type="checkbox"/> Yes <input type="checkbox"/> No								

If you have additional people in your house, please provide their information on a separate piece of paper and send it along with this application.

3 Tell us about income for the people in your household. Please tell us about all income, before taxes and deductions. Types/sources of income include money from: Employment, veteran's benefits, unemployment compensation, black lung benefits, Social Security, support, workers compensation, interest/dividends, and rental income.

Name of person with income	Type/source of income	Start date	Date of first paycheck	How much each month?
Name of person with income	Type/source of income	Start date	Date of first paycheck	How much each month?
Name of person with income	Type/source of income	Start date	Date of first paycheck	How much each month?
Name of person with income	Type/source of income	Start date	Date of first paycheck	How much each month?

<b>DHS USE ONLY</b>	County	District	Record Number
	Application registration number	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected	
			Date



4

Are you or anyone in your household fleeing to avoid prosecution or custody for a crime, or an attempt to commit a crime that would be classified as a felony?

☐ Yes

☐ No

If **yes**, who? \_\_\_\_\_

5

Are You:

☐ Renting ☐ Renting subsidized housing/Section 8 ☐ An unrelated roomer

☐ An owner or are you buying your home ☐ Other: \_\_\_\_\_

6

If renting, check if either of the following are included in your rental payment (check both if applicable):

☐ Drinking water ☐ Wastewater (sewage)

7

Check if any of the following apply and provide explanation if needed:

☐ Drinking water is shut off ☐ Have a shut-off notice for drinking water ☐ Have arrearages for drinking water  
☐ Wastewater is shut off ☐ Have a shut-off notice for wastewater ☐ Have arrearages for wastewater

Explain:

8

**Which utility company do you want to receive your LIHWAP grant?** Write their name and address, and your account information.

Name of utility company	Account number
Address (Include Street, City, State & ZIP Code+4)	Name on account

If you would like both sources of water paid and you have two separate companies, provide the second company's information below.

Name of utility company	Account number
Address (Include Street, City, State & ZIP Code+4)	Name on account

9

If you are in subsidized/public housing, do you receive a utility allowance check?

☐ Yes

☐ No

If **yes**, how much? \$ \_\_\_\_\_

10

Does anyone in your household receive financial assistance for a disability?

☐ Yes

☐ No

If **yes**, who? \_\_\_\_\_

11

Is anyone in the U.S. Military or has anyone been in the U.S. Military?

☐ Yes

☐ No

If **yes**, who? \_\_\_\_\_

Is anyone a widow, spouse or child (under age 18) of anyone in the U.S. Military or anyone who has been in the U.S. Military?

☐ Yes

☐ No

If **yes**, who? \_\_\_\_\_



# Certification

1. My signature on this application gives my permission to the Department of Human Services or its authorized agent to: (a) check any information I give with a third party about where I live, my jobs, income, resources, water supply, and water supplier; (b) share information with my water supplier and receive information from my water supplier to allow DHS to obtain a record of my annual water consumption, cost and billing information for purposes of program evaluation, operation, or reporting; and (c) complete any survey in connection with water assistance.
2. Furnishing this information (including your SSN) is voluntary; however, failure to furnish the requested information may delay or prevent the completion of your application or delay or prevent your ability to receive benefits. If you fail to provide household SSNs or fail to complete the information below, you may be ineligible for benefits.

I certify that: (check all that apply)

- ☐ I provided Social Security numbers for all household members.
- ☐ To the best of my knowledge, these household members do not have Social Security numbers:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

- ☐ The following household members are exercising their rights under Section 7 of the Privacy Act of 1974, and refuse to disclose their Social Security Number or may be unable to because they are a victim of domestic violence:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

3. I authorize the release of LIHWAP eligibility information to and from my water suppliers and allow them to seek assistance for which I may be eligible. The assistance may include LIHWAP Cash or Crisis.
4. I understand I have the right to appeal any decision or undue delay in decision which I consider improper regarding this application.

5. I affirm that Pennsylvania is my legal residence.
6. I understand any Social Security number(s) given will be used in the administration of this program, including accessing identity and income data from other programs.
7. I understand that I will be sent a notice of eligibility or ineligibility and, if eligible, the notice will state the amount of my benefit.
8. I further understand that if my household is eligible for a LIHWAP cash or crisis benefit, it must be sent directly to my utility company. This benefit will never be sent directly to my landlord.
9. I certify that, subject to penalties provided by law, the information I gave is true, correct and complete to the best of my knowledge.
10. I know that if I give false information, I can be penalized by fine and/or imprisonment.
11. I understand by signing this application, I may not qualify because LIHWAP money has run out.
12. If I did not understand something or was confused by something, I spoke to the county assistance office (or other person or agency).

**Privacy Act Notice; Authority:** 42 U.S.C. § 405(c)(2)(C)(i) authorizes the collection of this information.

**Purpose:** The Department of Human Services ("DHS") will use this information to identify and verify income of applicant(s).

**Routine Uses:** The information will be used by and disclosed to DHS personnel and contractors or other agents who need the information for LIHWAP administration. Additionally, DHS may share the information with other government agencies or in reports to legislative representatives as required by federal or Pennsylvania law.

**Please Sign Here - Use Ink**

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Voter Registration (Optional)

If you are not registered to vote where you live now, would you like to apply to register to vote here today? ☐ Yes ☐ No

**IF YOU DO NOT CHECK EITHER BOX, YOU WILL BE CONSIDERED TO HAVE DECIDED NOT TO REGISTER TO VOTE AT THIS TIME.**

**To register, you must: 1) Be at least 18 on the day of the next election; 2) Be a citizen of the United States for at least one month PRIOR TO THE NEXT ELECTION; 3) Reside in Pennsylvania and the voting district at least 30 days prior to the next election.**

**Applying to register or declining to register to vote will not affect the amount of assistance that you will be provided by this agency.**

If you would like help filling out the voter registration application form, we will help you. The decision whether to seek or accept help is yours. You may fill out the application form in private. Please contact the county assistance office if you would like help. If you believe that someone has interfered with your right to register or to decline to register to vote, your right to privacy in deciding whether to register or in applying to register to vote, or your right to choose your own political party or other political preference, you may file a complaint with the Secretary of the Commonwealth, PA Department of State, Harrisburg, PA 17120. (Toll-free telephone number 1-877-VOTESPA.)

**COUNTY ASSISTANCE OFFICE STAFF WILL COMPLETE THIS BOX BASED UPON YOUR RESPONSE ABOVE**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Given to Client ____/____/____          | <input type="checkbox"/> Sent to voter registration ____/____/____ | <input type="checkbox"/> Mailed to Client ____/____/____             |
| <input type="checkbox"/> Declined, not interested ____/____/____ | <input type="checkbox"/> Not a U.S. citizen ____/____/____         | <input type="checkbox"/> Declined, already registered ____/____/____ |

If you have a disability and need this application in large print or another format, please call our **Helpline at 1-800-692-7462**.  
**TDD Services** are available by calling PA Relay at **711**.



# NOTICE OF PRIVACY PRACTICES

## THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice contains important information about the privacy of your medical information. If you need this notice in another language or someone to interpret, please contact your local county assistance office. Language assistance will be provided free of charge.

Este aviso contiene información importante acerca de la privacidad de su información médica. Si necesita este aviso en otro idioma o alguien para que interprete, comuníquese con la Oficina de Asistencia de su Condado. La asistencia bilingüe será gratuita.

Данное уведомление содержит важные сведения относительно конфиденциальности вашей медицинской информации. Если вам нужно данное уведомление на другом языке или вам нужны услуги устного переводчика, обращайтесь в Бюро помощи вашего округа (County Assistance Office). Переводческие услуги предоставляются бесплатно.

此通知包括关于您的医疗信息的个人隐私方面的重要资料。如果您需要此通知译成其它语言或需要有人替您翻译，请联系您所在地区的郡县援助办事处。可提供免费语言协助。

Thông báo này gồm những thông tin quan trọng về việc bảo mật các chi tiết y tế cá nhân của quý vị. Nếu cần có thông báo này bằng một ngôn ngữ khác hay người để thông dịch, xin quý vị liên lạc với Văn Phòng Trợ Cấp Địa Phương. Trợ giúp ngôn ngữ sẽ được cung cấp miễn phí.

សំបុត្រនេះមានព័ត៌មានសំខាន់ៗអំពីការអភិរក្សភាពសម្ងាត់ព័ត៌មានពេទ្យរបស់លោកអ្នក។ បើលោកអ្នកត្រូវការសំបុត្រនេះ ជាភាសាផ្សេងទៀត ឬត្រូវការអ្នកបកប្រែសំបុត្រនេះ ជូនលោកអ្នក ឬសមាជិកគ្រួសាររបស់លោកអ្នក ព័ត៌មានទាំងនេះ អាចត្រូវបានផ្តល់ជូនដោយឥតគិតថ្លៃ។

يحتوي هذا الإخطار على معلومات هامة حول خصوصية المعلومات الطبية المتعلقة بك. إذا كنت بحاجة إلى هذا الإخطار بلغة أخرى أو إلى شخص ما لترجمته لك، فيرجى الاتصال بمكتب معونة المقاطعة المحلي. وستقدم المساعدة اللغوية مجاناً.

The Department of Human Services (DHS) provides and pays for many types of benefits and social services. We also determine an individual's eligibility to receive benefits and services. To do these things, we have to collect personal and health information about you and/or your family. The information we collect about you and/or your family is private. We call this information "protected health information."

DHS does not use or disclose DHS health information unless it is permitted or required by law. DHS is required by law to maintain the privacy of protected health information, to provide individuals with notice of its legal duties and privacy practices concerning protected health information and to notify affected individuals in the case of a breach of unsecured protected health information. As a "covered entity," DHS must follow applicable laws protecting the privacy of your protected health information which include the Health Insurance Portability and Accountability Act (HIPAA) privacy rules. Under HIPAA, Medicaid agencies, certain health plans and health care providers are examples of covered entities that must comply with HIPAA. Other laws that may apply include rules concerning confidential information about Medical Assistance, other benefits, behavioral health, substance abuse/treatment and HIV/AIDS. When we use or disclose protected health information, we make every reasonable effort to limit its use or disclosure to the minimum necessary to accomplish the intended purpose. This notice explains your right to privacy of your protected health information and how we may use and disclose that information. For more information on DHS privacy practices, or to receive another copy of this notice, please contact us. For information on how to contact us, see the "Questions or Complaints" section on the last page of this notice.

We are required by law to follow the terms of this notice. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all protected health information we maintain. If we make an important change in our privacy policies or procedures, we will post a revised copy of the notice on our website and/or provide you with a new privacy notice by mail or in person. You may request and receive a paper copy of this notice at any time.

### What is protected health information?

Protected health information is information about you that relates to a past, present or future physical or mental health condition, treatment or payment for treatment, and that can be used to identify you. This information includes any information, whether verbal or recorded in any form, that is created or received by DHS or persons or organizations that contract with DHS. This includes electronic information and information in any other form or medium that could identify you, for example:

Your name (or names of your children)  
Address  
Date of birth  
Admission/discharge date  
Diagnostic code

Telephone number  
DHS case number  
Social Security number  
Medical procedure code

## Who sees and shares my health information?

DHS professionals (such as caseworkers and other county assistance office and program staff) and people outside of DHS (such as our contractors, health maintenance organization (HMO) staff, nurses, doctors, therapists, social workers and administrators) may see and use your health information to determine your eligibility for benefits, treatment, payment or for other required or permitted reasons. Sharing your health information may relate to services and benefits you had before, receive now, or may receive later. DHS will not use or share genetic information about you when deciding if you are eligible for Medicaid.

## Why is my protected health information used and disclosed by DHS?

There are different reasons why we may use or disclose your protected health information. The law says that we may use or disclose information without your consent or authorization for the reasons described below.

**For Treatment:** We may use or disclose information so that you can receive medical treatment or services. For example, we may disclose information your doctor, hospital or therapist needs to know to give you quality care and to coordinate your treatment with others helping with your care.

**For Payment:** We may use or disclose information to pay for your treatment and other services. For example, we may exchange information about you with your doctor, hospital, nursing home, or another government agency to pay the bills for your treatment and services.

**For Operating Our Programs:** We may use or disclose information in the course of our ordinary business as we manage our various programs. For example, we may use your health information to contact you to provide information about appointments, health-related information and benefits and services. We may also review information we receive from your doctor, hospital, nursing home and other health care providers to review how our programs are working or to review the need for and quality of health care services provided to you and/or your family.

**For Public Health Activities:** We report public health information to other government agencies concerning such things as contagious diseases, immunization information, and the tracking of some diseases such as cancer.

**For Law Enforcement Purposes and As Required by Legal Proceedings:** We will disclose information to the police or other law enforcement authorities as required by court order.

**For Government Programs:** We may disclose information to a provider, government agency or other organization that needs to know if you are enrolled in one of our programs or receiving benefits under other programs such as the Workers' Compensation Program.

**For National Security:** We may disclose information requested by the federal government when they are investigating something important to protect our country.

**For Public Health and Safety:** We may disclose information to prevent serious threats to health or safety of a person or the public.

**For Research:** We may disclose information for permitted research purposes and to develop reports. These reports do not identify specific people.

**For Coroners, Funeral Directors and Organ Donation:** We may disclose information to a coroner or medical examiner for identification purposes, cause of death determinations, organ donation and related reasons. We may also disclose information to funeral directors to carry out funeral-related duties.

**For Reasons Otherwise Required By Law:** DHS may use or disclose your protected health information to the extent that the use or disclosure is otherwise required by law. The use or disclosure is made in compliance with the law and is limited to the requirements of the law.

## Do other laws also protect certain health information about me?

DHS also follows other federal and state laws that provide additional privacy protections for the use and disclosure of information about you. For example, if we have HIV or substance abuse information, with a few exceptions, we may not release it without special, signed written permission that complies with the law. In some situations, the law also requires us to obtain written permission before we use or release information concerning mental health or intellectual disabilities and certain other information.

## Can I ask DHS to use or disclose my health information?

Sometimes, you may need or want to have your protected health information sent or otherwise disclosed to someone or somewhere for reasons other than treatment, payment, operating our programs, or other permitted or required purpose not needing your written authorization. If so, you may be asked to sign an authorization form, allowing us to send or otherwise disclose your protected health care information as you request.

The authorization form tells us what, where and to whom the information will be sent or otherwise disclosed. You may revoke your authorization or limit the amount of information to be disclosed at any time by letting us know in writing, except to the extent that DHS has already taken action in reliance upon the authorization.

If you are younger than 18 years old and, by law, you are able to consent for your own health care, then you will have control of that health information. You may ask to have your health information sent to any person who is helping you with your health care.

Except as described in this Notice, we will not use or disclose your health information without your written authorization. For example, HIPAA generally requires written authorization before a covered entity may use or disclose an individual's psychotherapy notes. In most cases, HIPAA also requires written authorization before a covered entity may use or disclose protected health information for marketing purposes or before it sells it.

## What are my rights regarding my health information?

As a DHS client, you have the following rights regarding your protected health information that we use and disclose:

**Right to See and Copy Your Health Information:** You have the right to see most of your protected health information and to receive a copy of it. If you want copies of information you have a right to see, you may be charged a small fee. However, generally, you may not see or receive a copy of: (1) psychotherapy notes; or (2) information that may not be released to you under federal law.

If we deny your request for protected health information, we will provide you a written explanation for the denial and your rights regarding the denial.

DHS does not receive or keep a file of all of your protected health information. Doctors, hospitals, nursing homes and other health care providers (including an HMO, if you are enrolled in one) may also have your protected health information. You also have a right to your health information through your doctor or other provider who has these records.

**Right to Correct or Add Information:** If you think some of the protected health information we have is wrong, you may ask us in writing to correct or add new information. You may ask us to send the corrected or new information to others who have received your health information from us. In certain cases, we may deny your request to correct or add information. If we deny your request, we will provide you a written explanation of why we denied your request. We will also explain what you can do if you disagree with our decision.

**Right to Receive a List of Disclosures:** You have the right to receive a list of where your protected health information has been sent, unless it was sent for purposes relating to treatment, payment, operating our programs, or if the law says we are not required to add the disclosure to the list. For example, the law does not require us to add to the list any disclosures we may have made to you, to family or persons involved in your care, to others you have authorized us to disclose to, or for information disclosed before April 14, 2003.

**Right to Request Restrictions on Use and Disclosure:** You have the right to ask us to restrict the use and disclosure of your protected health information. We may not be able to agree to your request. In fact, in some situations, we are not permitted to restrict the use or disclosure of the information. If we cannot comply with your request, we will tell you why. Except as otherwise required by law, we must grant your request to restrict disclosure to a health plan if the purpose of disclosure is not for treatment and the medical services to which the request applies have been paid out-of-pocket in full.

**Right to Request Confidential Communication:** You may ask us to communicate with you in a certain way or at a certain location. For example, you may ask us to contact you only by mail.

**Right to Receive Notification of a Breach:** You have the right to receive notification if there is a breach of your unsecured protected health information

### Whom do I contact about my rights or to ask questions about this notice?

You can contact the DHS HIPAA helpline, toll-free at 800-692-7462 to discuss your rights or to ask questions about this notice. You can also contact your caseworker or health care provider or write to DHS's Privacy Office, 3rd Floor West, Health and Welfare Building, 7th and Forster Streets, Harrisburg, PA 17120.

You can receive important information or updates to this notice by visiting DHS's Web site at [www.dhs.pa.gov](http://www.dhs.pa.gov).

### How do I file a complaint?

You may contact either office listed below if you want to file a complaint about how DHS has used or disclosed information about you. There is no penalty for filing a complaint. Your benefits will not be affected or changed if you file a complaint. DHS and its employees and contractors cannot and will not retaliate against you for filing a complaint.

PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES PRIVACY OFFICE  
3RD FLOOR WEST, HEALTH AND WELFARE BUILDING  
7TH AND FORSTER STREETS  
HARRISBURG, PA 17120

REGION III  
U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES  
OFFICE FOR CIVIL RIGHTS  
150 S. INDEPENDENCE MALL WEST - SUITE 372  
PHILADELPHIA, PA 19106-9111

**Effective: April, 2003 – Revised July 28, 2015**



**pennsylvania**  
DEPARTMENT OF HUMAN SERVICES

2021-22 APPLICATION FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIEAP)

To apply for Energy Assistance, you must complete all questions front and back and sign at the red "X".

YOU CAN ALSO APPLY ONLINE AT [WWW.COMPASS.STATE.PA.US](http://WWW.COMPASS.STATE.PA.US) or find your local county assistance office address at [WWW.DHS.PA.GOV](http://WWW.DHS.PA.GOV)

YOUR NAME AND ADDRESS

Your county assistance office address

If you do not understand these instructions, contact your local county assistance office.

1 Please complete this section for the head of household.

\*Use the codes from page 2 to help provide the details.

Name (Include Last, First Middle Initial)		Date of Birth	Sex	Social Security Number	
Home Address (Include Street, Apt. Number, City, State & ZIP Code+4)					
Mailing Address if different (Include Street, Apt. Number, City, State & ZIP Code+4)					
County You Live In	Phone Number: ( )	Citizenship*	Race (Optional)*	Ethnicity (Optional)*	Marital Status*
If you are currently receiving Cash, Medical Assistance, or SNAP benefits, may we use the income you have on file? <input type="checkbox"/> Yes <input type="checkbox"/> No					

DHS USE ONLY

☐ CRISIS ☐ CASH

Application Registration Number

County

District

Record Number

Worker I.D.

☐ Rejected ☐ Approved

Date

2 Do you read, write and understand English? ☐ Yes ☐ No If no, what language? \_\_\_\_\_

3 Are You:

<input type="checkbox"/> Renting with heat included	<input type="checkbox"/> Renting subsidized housing/Section 8 housing with heat included
<input type="checkbox"/> Renting with heat <b>not</b> included	<input type="checkbox"/> Renting subsidized housing/Section 8 housing with heat <b>not</b> included
<input type="checkbox"/> An unrelated roomer	<input type="checkbox"/> An owner or are you buying your home <input type="checkbox"/> Other: _____

If heat is included in your rent, attach a note from your landlord stating that heat is included and what type of heat is used.

4 What is your main heating source? Choose the type of energy that heats your home or is being used if your main heating source is not working. Attach a copy of your last bill or a statement from a utility or fuel dealer stating the type of fuel and that you are accepted as a customer.

<input type="checkbox"/> Electric	<input type="checkbox"/> Fuel Oil	<input type="checkbox"/> Coal	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Kerosene	<input type="checkbox"/> Propane or Bottled Gas	<input type="checkbox"/> Blended Fuel	<input type="checkbox"/> Wood/Other
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4a Do you need electricity to run your main heating source (secondary heat)? ☐ Yes ☐ No

5 Check if any of the following apply and provide explanation if needed:

<input type="checkbox"/> Electricity is shut off	<input type="checkbox"/> Have a shut-off notice for electricity	<input type="checkbox"/> Main heating source is not working
<input type="checkbox"/> Gas is shut off	<input type="checkbox"/> Have a shut-off notice for gas	Explain: _____
<input type="checkbox"/> Ran out of fuel	<input type="checkbox"/> Will run out of fuel within 15 days	_____





6

**Which utility company or fuel dealer do you want to receive your LIHEAP grant?** Write their name and address, and your account information.

Name of Utility Company or Fuel Dealer	Account Number
Address (Include Street, City, State & ZIP Code+4)	Name on Account

7

Please list your electric company if not listed above

Name of Electric Company	Account Number
--------------------------	----------------

8

Do you use any other heating source in your home? ☐ Yes ☐ No

If **yes**, please explain: \_\_\_\_\_

9

If you are in subsidized/public housing, do you receive a utility allowance check? ☐ Yes ☐ No

If **yes**, how much? \$ \_\_\_\_\_

10

Does anyone in your household receive financial assistance for a disability? ☐ Yes ☐ No

If **yes**, who? \_\_\_\_\_

11

List the people who live with you at this address. Include all children and adults. Include related roomers. Include all unrelated roomers who share household expenses. Do not include anyone in jail/prison. Do not include the household member listed in block 1. **See "Did you remember to..." on page 4.**

Use the codes below to help provide the details for each individual in your household.

**CITIZENSHIP\*:** (1) U.S. Citizen, (2) Permanent Alien, (3) Temporary Alien, (4) Refugee, (5) Other-not eligible for benefits (All non-U.S. citizens must provide proof of alien status.)

**RACE\*:** (optional) (1) Black or African American, (3) American Indian or Alaskan Native:, (4) Asian, (5) White, (7) Native Hawaiian or other Pacific Islander. List all groups that apply.

**ETHNICITY\*:** (optional) (1) Non-Hispanic, (2) Hispanic or Latino

**MARITAL STATUS\*:** (1) Single, (2) Married, (3) Common Law Marriage, (4) Separated, (5) Divorced, (6) Widow/Widower

Name (Include Last, First, Middle Initial)	Birthdate (MM/DD/YY)	Sex M/F	Social Security Number	Citizenship*	Race* (Optional)	Ethnicity* (Optional)	Marital Status *	Relationship to You
Person 1								

If this person is currently receiving Cash, Medical Assistance, or SNAP benefits, may we use the income we have on file for this person? ☐ Yes ☐ No

Name (Include Last, First, Middle Initial)	Birthdate (MM/DD/YY)	Sex M/F	Social Security Number	Citizenship*	Race* (Optional)	Ethnicity* (Optional)	Marital Status *	Relationship to You
Person 2								

If this person is currently receiving Cash, Medical Assistance, or SNAP benefits, may we use the income we have on file for this person? ☐ Yes ☐ No

Name (Include Last, First, Middle Initial)	Birthdate (MM/DD/YY)	Sex M/F	Social Security Number	Citizenship*	Race* (Optional)	Ethnicity* (Optional)	Marital Status *	Relationship to You
Person 3								

If this person is currently receiving Cash, Medical Assistance, or SNAP benefits, may we use the income we have on file for this person? ☐ Yes ☐ No

Name (Include Last, First, Middle Initial)	Birthdate (MM/DD/YY)	Sex M/F	Social Security Number	Citizenship*	Race* (Optional)	Ethnicity* (Optional)	Marital Status *	Relationship to You
Person 4								

If this person is currently receiving Cash, Medical Assistance, or SNAP benefits, may we use the income we have on file for this person? ☐ Yes ☐ No

If you have additional people in your house, please provide their information on a separate piece of paper and send it along with this application.





**Using income on file for someone? You don't need to list them or their income in question 12.**

**12**

**Tell us about income for the people in your household.** Please tell us about all income, before taxes and deductions. **Types/sources of income include money from:** Employment, Veteran's Benefits, Unemployment Compensation, Black Lung benefits, Social Security, Support, Workers Compensation, Interest/Dividends, Rental Income. **See "Did you remember to..." on page 4.**

Name of person with income	Type/source of income	Start Date	Date of First Paycheck	How much each month?
Name of person with income	Type/source of income	Start Date	Date of First Paycheck	How much each month?
Name of person with income	Type/source of income	Start Date	Date of First Paycheck	How much each month?
Name of person with income	Type/source of income	Start Date	Date of First Paycheck	How much each month?

**13**

Are you interested in free weatherization service? Weatherization services include home insulation and heating system evaluation.

☐ Yes ☐ No

**14**

Are you or anyone in your household fleeing to avoid prosecution or custody for a crime, or an attempt to commit a crime that would be classified as a felony?

☐ Yes ☐ No

If **yes**, who? \_\_\_\_\_

**15**

Is anyone in the U.S. Military or has anyone been in the U.S. Military?

☐ Yes ☐ No

If **yes**, who? \_\_\_\_\_

Is anyone a widow, spouse or child (under age 18) of anyone in the U.S. Military or anyone who has been in the U.S. Military?

☐ Yes ☐ No

If **yes**, who? \_\_\_\_\_

## Certification

- My signature on this application gives my permission to the Department of Human Services or its authorized agent to: (a) check any information I give about where I live, my jobs, income, resources, energy supply and energy supplier; (b) share information with my energy supplier and receive information from my energy supplier to allow DHS to obtain a record of my annual energy consumption, cost and billing information for purposes of program evaluation, operation, or reporting; and (c) complete any survey in connection with energy assistance.

- Furnishing this information (including your SSN) is voluntary; however, failure to furnish the requested information may delay or prevent the completion of your application or delay or prevent your ability to receive benefits. If you fail to provide a SSN or fail to complete the information below, you may be ineligible for benefits.

I certify that: (check all that apply)

- ☐ I provided Social Security numbers for all household members.
- ☐ To the best of my knowledge, these household members do not have Social Security numbers:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

- ☐ The following household members are exercising their rights under Section 7 of the Privacy Act of 1974, and refuse to disclose their Social Security Number or may be unable to because they are a victim of domestic violence:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

- I authorize the release of LIHEAP eligibility information to and from my energy suppliers or weatherization agencies and allow them to seek assistance for which I may be eligible. The assistance may include LIHEAP Cash, Crisis, or Weatherization benefits.

- I understand I have the right to appeal any decision or undue delay in decision which I consider improper regarding this application.
- I affirm that Pennsylvania is my legal residence.
- I understand any Social Security number(s) given will be used in the administration of this program, including cross matches with other programs.
- I understand that I will be sent a notice of eligibility or ineligibility and, if eligible, the notice will state the amount of my benefit.
- I further understand that if my household is eligible for a LIHEAP cash benefit, it must be sent directly to my utility company or fuel dealer unless I am a renter and my heat is included in my rent or my fuel is supplied by a fuel dealer who does not accept vendor payment.
- I certify that, subject to penalties provided by law, the information I gave is true, correct and complete to the best of my knowledge.
- I know that if I give false information, I can be penalized by fine and/or imprisonment.
- I understand by signing this application, I may not qualify because LIHEAP money has run out.
- If your household is eligible for LIHEAP, you may receive a Fast Track consent form in the mail that could allow you and your household members to be automatically enrolled in Medical Assistance.

**Privacy Act Notice; Authority:** 42 U.S.C. § 405(c)(2)(C)(i) authorizes the collection of this information.

**Purpose:** The Department of Human Services ("DHS") will use this information to identify and verify income of applicant(s).

**Routine Uses:** The information will be used by and disclosed to DHS personnel and contractors or other agents who need the information for LIHEAP administration. Additionally, DHS may share the information with other government agencies or in reports to legislative representatives as required by federal or Pennsylvania law.

**Please Sign Here - Use Ink**

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Apply online at [www.compass.state.pa.us](http://www.compass.state.pa.us)**

**PA TAP-R Hrg. Exh. 116**

## Did you remember to...

- |  |   |
|--|---|
| <input type="checkbox"/> Fill out all required information clearly and completely.   | <input type="checkbox"/> Send proof of all household income.  |
| <input type="checkbox"/> Provide Social Security numbers for <b>all</b> household members or complete the Energy Assistance Affidavit in the Certification section on page 3.  | <b>Example:</b> If you apply in November and are sending:   |
| <input type="checkbox"/> Send proof of immigration status if you are a non-U.S. citizen.   | a) one month of income – send proof for October, the month prior to application.  |
| <input type="checkbox"/> If you rent with heat included, send a copy of your lease or a signed, written statement from your landlord explaining how you pay for heat and the type of heat used.  | b) 12 months of income – send proof for November of the previous year through October of the current year.  |
| <input type="checkbox"/> If you pay for heat, send a bill for your main heating source. Attach a copy of your utility bill dated within 2 months of the date you submit your application. For other fuels provide a bill/receipt of a purchase from January of the previous heating season to present. | <b>PROOF INCLUDES PAY STUBS, AWARD LETTERS, EMPLOYER STATEMENTS, ETC.</b>   |
| <input type="checkbox"/> If you would like payment sent to your secondary heating provider, enclose a copy of your main <b>AND</b> secondary heating bills.  | <input type="checkbox"/> If you told us you have no income or if your income is less than the cost of your monthly basic living needs, send a statement explaining how your household pays for basic living needs (food, rent, etc.). |
|  | <input type="checkbox"/> Sign and date your application.  |
|  | <input type="checkbox"/> Mail your completed application and all documents to your local county assistance office. If you are not sure where that is, call 1-866-857-7095.  |

**IF YOU DO NOT SEND THE PROOF WE NEED WITH THIS FORM, WE WILL NOT BE ABLE TO PROCESS YOUR APPLICATION.**

## Voter Registration (Optional)

If you are not registered to vote where you live now, would you like to apply to register to vote here today? ☐ Yes ☐ No

**IF YOU DO NOT CHECK EITHER BOX, YOU WILL BE CONSIDERED TO HAVE DECIDED NOT TO REGISTER TO VOTE AT THIS TIME.**

**To register, you must: 1) Be at least 18 on the day of the next election; 2) Be a citizen of the United States for at least one month PRIOR TO THE NEXT ELECTION; 3) Reside in Pennsylvania and the voting district at least 30 days prior to the next election.**

**Applying to register or declining to register to vote will not affect the amount of assistance that you will be provided by this agency.**

If you would like help filling out the voter registration application form, we will help you. The decision whether to seek or accept help is yours. You may fill out the application form in private. Please contact the county assistance office if you would like help. If you believe that someone has interfered with your right to register or to decline to register to vote, your right to privacy in deciding whether to register or in applying to register to vote, or your right to choose your own political party or other political preference, you may file a complaint with the Secretary of the Commonwealth, PA Department of State, Harrisburg, PA 17120. (Toll-free telephone number 1-877-VOTESPA.)

### COUNTY ASSISTANCE OFFICE STAFF WILL COMPLETE THIS BOX BASED UPON YOUR RESPONSE ABOVE

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Given to Client __/__/__          | <input type="checkbox"/> Sent to voter registration __/__/__ | <input type="checkbox"/> Mailed to Client __/__/__             |
| <input type="checkbox"/> Declined, not interested __/__/__ | <input type="checkbox"/> Not a U.S. citizen __/__/__         | <input type="checkbox"/> Declined, already registered __/__/__ |

If you have a disability and need this application in large print or another format, please call our **Helpline** at **1-800-692-7462**.

**TDD Services** are available by calling PA Relay at **711**.



Apply online at [www.compass.state.pa.us](http://www.compass.state.pa.us)

**PA TAP-R Hrg. Exh. 117**

# NOTICE OF PRIVACY PRACTICES

## THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice contains important information about the privacy of your medical information. If you need this notice in another language or someone to interpret, please contact your local county assistance office. Language assistance will be provided free of charge.

Este aviso contiene información importante acerca de la privacidad de su información médica. Si necesita este aviso en otro idioma o alguien para que interprete, comuníquese con la Oficina de Asistencia de su Condado. La asistencia bilingüe será gratuita.

Данное уведомление содержит важные сведения относительно конфиденциальности вашей медицинской информации. Если вам нужно данное уведомление на другом языке или вам нужны услуги устного переводчика, обращайтесь в Бюро помощи вашего округа (County Assistance Office). Переводческие услуги предоставляются бесплатно.

此通知包括关于您的医疗信息的个人隐私方面的重要资料。如果您需要此通知译成其它语言或需要有人替您翻译，请联系您所在地区的郡县援助办事处。可提供免费语言协助。

Thông báo này gồm những thông tin quan trọng về việc bảo mật các chi tiết y tế cá nhân của quý vị. Nếu cần có thông báo này bằng một ngôn ngữ khác hay người để thông dịch, xin quý vị liên lạc với Văn Phòng Trợ Cấp Địa Phương. Trợ giúp ngôn ngữ sẽ được cung cấp miễn phí.

សំបុត្រនេះមានព័ត៌មានសំខាន់ៗអំពីការអភិរក្សភាពសម្ងាត់ព័ត៌មានពេទ្យរបស់អ្នក។ បើអ្នកមិនយល់សំបុត្រនេះ ជាភាសាផ្សេងទៀត ឬត្រូវការអ្នកបកប្រែសំបុត្រនេះ ជាភាសាផ្សេងទៀត សូមទាក់ទងការិយាល័យដើម្បីរបស់អ្នក។ ជំនួយខាងភាសាខ្មែរផ្តល់ឲ្យអ្នកដោយឥតគិតថ្លៃ។

يحتوي هذا الإخطار على معلومات هامة حول خصوصية المعلومات الطبية المتعلقة بك. إذا كنت بحاجة إلى هذا الإخطار بلغة أخرى أو إلى شخص ما لترجمته لك، فيرجى الاتصال بمكتب معونة المقاطعة المحلي. وستقدم المساعدة اللغوية مجاناً.

The Department of Human Services (DHS) provides and pays for many types of benefits and social services. We also determine an individual's eligibility to receive benefits and services. To do these things, we have to collect personal and health information about you and/or your family. The information we collect about you and/or your family is private. We call this information "protected health information."

DHS does not use or disclose DHS health information unless it is permitted or required by law. DHS is required by law to maintain the privacy of protected health information, to provide individuals with notice of its legal duties and privacy practices concerning protected health information and to notify affected individuals in the case of a breach of unsecured protected health information. As a "covered entity," DHS must follow applicable laws protecting the privacy of your protected health information which include the Health Insurance Portability and Accountability Act (HIPAA) privacy rules. Under HIPAA, Medicaid agencies, certain health plans and health care providers are examples of covered entities that must comply with HIPAA. Other laws that may apply include rules concerning confidential information about Medical Assistance, other benefits, behavioral health, substance abuse/treatment and HIV/AIDS. When we use or disclose protected health information, we make every reasonable effort to limit its use or disclosure to the minimum necessary to accomplish the intended purpose. This notice explains your right to privacy of your protected health information and how we may use and disclose that information. For more information on DHS privacy practices, or to receive another copy of this notice, please contact us. For information on how to contact us, see the "Questions or Complaints" section on the last page of this notice.

We are required by law to follow the terms of this notice. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all protected health information we maintain. If we make an important change in our privacy policies or procedures, we will post a revised copy of the notice on our website and/or provide you with a new privacy notice by mail or in person. You may request and receive a paper copy of this notice at any time.

### What is protected health information?

Protected health information is information about you that relates to a past, present or future physical or mental health condition, treatment or payment for treatment, and that can be used to identify you. This information includes any information, whether verbal or recorded in any form, that is created or received by DHS or persons or organizations that contract with DHS. This includes electronic information and information in any other form or medium that could identify you, for example:

Your name (or names of your children)  
Address  
Date of birth  
Admission/discharge date  
Diagnostic code

Telephone number  
DHS case number  
Social Security number  
Medical procedure code

## Who sees and shares my health information?

DHS professionals (such as caseworkers and other county assistance office and program staff) and people outside of DHS (such as our contractors, health maintenance organization (HMO) staff, nurses, doctors, therapists, social workers and administrators) may see and use your health information to determine your eligibility for benefits, treatment, payment or for other required or permitted reasons. Sharing your health information may relate to services and benefits you had before, receive now, or may receive later. DHS will not use or share genetic information about you when deciding if you are eligible for Medicaid.

## Why is my protected health information used and disclosed by DHS?

There are different reasons why we may use or disclose your protected health information. The law says that we may use or disclose information without your consent or authorization for the reasons described below.

**For Treatment:** We may use or disclose information so that you can receive medical treatment or services. For example, we may disclose information your doctor, hospital or therapist needs to know to give you quality care and to coordinate your treatment with others helping with your care.

**For Payment:** We may use or disclose information to pay for your treatment and other services. For example, we may exchange information about you with your doctor, hospital, nursing home, or another government agency to pay the bills for your treatment and services.

**For Operating Our Programs:** We may use or disclose information in the course of our ordinary business as we manage our various programs. For example, we may use your health information to contact you to provide information about appointments, health-related information and benefits and services. We may also review information we receive from your doctor, hospital, nursing home and other health care providers to review how our programs are working or to review the need for and quality of health care services provided to you and/or your family.

**For Public Health Activities:** We report public health information to other government agencies concerning such things as contagious diseases, immunization information, and the tracking of some diseases such as cancer.

**For Law Enforcement Purposes and As Required by Legal Proceedings:** We will disclose information to the police or other law enforcement authorities as required by court order.

**For Government Programs:** We may disclose information to a provider, government agency or other organization that needs to know if you are enrolled in one of our programs or receiving benefits under other programs such as the Workers' Compensation Program.

**For National Security:** We may disclose information requested by the federal government when they are investigating something important to protect our country.

**For Public Health and Safety:** We may disclose information to prevent serious threats to health or safety of a person or the public.

**For Research:** We may disclose information for permitted research purposes and to develop reports. These reports do not identify specific people.

**For Coroners, Funeral Directors and Organ Donation:** We may disclose information to a coroner or medical examiner for identification purposes, cause of death determinations, organ donation and related reasons. We may also disclose information to funeral directors to carry out funeral-related duties.

**For Reasons Otherwise Required By Law:** DHS may use or disclose your protected health information to the extent that the use or disclosure is otherwise required by law. The use or disclosure is made in compliance with the law and is limited to the requirements of the law.

## Do other laws also protect certain health information about me?

DHS also follows other federal and state laws that provide additional privacy protections for the use and disclosure of information about you. For example, if we have HIV or substance abuse information, with a few exceptions, we may not release it without special, signed written permission that complies with the law. In some situations, the law also requires us to obtain written permission before we use or release information concerning mental health or intellectual disabilities and certain other information.

## Can I ask DHS to use or disclose my health information?

Sometimes, you may need or want to have your protected health information sent or otherwise disclosed to someone or somewhere for reasons other than treatment, payment, operating our programs, or other permitted or required purpose not needing your written authorization. If so, you may be asked to sign an authorization form, allowing us to send or otherwise disclose your protected health care information as you request.

The authorization form tells us what, where and to whom the information will be sent or otherwise disclosed. You may revoke your authorization or limit the amount of information to be disclosed at any time by letting us know in writing, except to the extent that DHS has already taken action in reliance upon the authorization.

If you are younger than 18 years old and, by law, you are able to consent for your own health care, then you will have control of that health information. You may ask to have your health information sent to any person who is helping you with your health care.

Except as described in this Notice, we will not use or disclose your health information without your written authorization. For example, HIPAA generally requires written authorization before a covered entity may use or disclose an individual's psychotherapy notes. In most cases, HIPAA also requires written authorization before a covered entity may use or disclose protected health information for marketing purposes or before it sells it.

## What are my rights regarding my health information?

As a DHS client, you have the following rights regarding your protected health information that we use and disclose:

**Right to See and Copy Your Health Information:** You have the right to see most of your protected health information and to receive a copy of it. If you want copies of information you have a right to see, you may be charged a small fee. However, generally, you may not see or receive a copy of: (1) psychotherapy notes; or (2) information that may not be released to you under federal law.

If we deny your request for protected health information, we will provide you a written explanation for the denial and your rights regarding the denial.

DHS does not receive or keep a file of all of your protected health information. Doctors, hospitals, nursing homes and other health care providers (including an HMO, if you are enrolled in one) may also have your protected health information. You also have a right to your health information through your doctor or other provider who has these records.

**Right to Correct or Add Information:** If you think some of the protected health information we have is wrong, you may ask us in writing to correct or add new information. You may ask us to send the corrected or new information to others who have received your health information from us. In certain cases, we may deny your request to correct or add information. If we deny your request, we will provide you a written explanation of why we denied your request. We will also explain what you can do if you disagree with our decision.

**Right to Receive a List of Disclosures:** You have the right to receive a list of where your protected health information has been sent, unless it was sent for purposes relating to treatment, payment, operating our programs, or if the law says we are not required to add the disclosure to the list. For example, the law does not require us to add to the list any disclosures we may have made to you, to family or persons involved in your care, to others you have authorized us to disclose to, or for information disclosed before April 14, 2003.

**Right to Request Restrictions on Use and Disclosure:** You have the right to ask us to restrict the use and disclosure of your protected health information. We may not be able to agree to your request. In fact, in some situations, we are not permitted to restrict the use or disclosure of the information. If we cannot comply with your request, we will tell you why. Except as otherwise required by law, we must grant your request to restrict disclosure to a health plan if the purpose of disclosure is not for treatment and the medical services to which the request applies have been paid out-of-pocket in full.

**Right to Request Confidential Communication:** You may ask us to communicate with you in a certain way or at a certain location. For example, you may ask us to contact you only by mail.

**Right to Receive Notification of a Breach:** You have the right to receive notification if there is a breach of your unsecured protected health information



### Whom do I contact about my rights or to ask questions about this notice?

You can contact the DHS HIPAA helpline, toll-free at 800-692-7462 to discuss your rights or to ask questions about this notice. You can also contact your caseworker or health care provider or write to DHS's Privacy Office, 3rd Floor West, Health and Welfare Building, 7th and Forster Streets, Harrisburg, PA 17120.

You can receive important information or updates to this notice by visiting DHS's Web site at [www.dhs.pa.gov](http://www.dhs.pa.gov).

### How do I file a complaint?

You may contact either office listed below if you want to file a complaint about how DHS has used or disclosed information about you. There is no penalty for filing a complaint. Your benefits will not be affected or changed if you file a complaint. DHS and its employees and contractors cannot and will not retaliate against you for filing a complaint.

PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES PRIVACY OFFICE  
3RD FLOOR WEST, HEALTH AND WELFARE BUILDING  
7TH AND FORSTER STREETS  
HARRISBURG, PA 17120

REGION III  
U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES  
OFFICE FOR CIVIL RIGHTS  
150 S. INDEPENDENCE MALL WEST - SUITE 372  
PHILADELPHIA, PA 19106-9111

**Effective: April, 2003 – Revised July 28, 2015**



**pennsylvania**  
DEPARTMENT OF HUMAN SERVICES

1 **PA-TAP-20.** ACCORDING TO THE NATIONAL ENERGY & UTILITY AFFORDABILITY  
2 COALITION ([HTTPS://NEUAC.ORG/WP-](https://neuac.org/wp-content/uploads/2021/02/PENNSYLVANIA-STATE-SHEET-2022.PDF)  
3 [CONTENT/UPLOADS/2021/02/PENNSYLVANIA-STATE-SHEET-2022.PDF](https://neuac.org/wp-content/uploads/2021/02/PENNSYLVANIA-STATE-SHEET-2022.PDF))  
4 PENNSYLVANIA RECEIVED \$202,960,781 IN LIHEAP FUNDING IN 2020.  
5 PENNSYLVANIA'S ALLOCATION OF LIHWAP FUNDING IS  
6 APPROXIMATELY \$43.2 MILLION  
7 ([HTTPS://WWW.MEDIA.PA.GOV/PAGES/DHS\\_DETAILS.ASPX?NEWSID=7](https://www.media.pa.gov/pages/dhs_details.aspx?newsid=782)  
8 82). PLEASE EXPLAIN HOW THIS FUNDING DIFFERENTIAL WAS  
9 FACTORED INTO THE PROJECTION OF FUTURE TAP ENROLLMENT  
10 ASSOCIATED WITH LIHWAP AUTO-ENROLLMENT.  
11

12 **RESPONSE:**

13 The Pennsylvania allocation is for the entire state on a first-come, first-served basis.  
14 Philadelphia is not guaranteed a specific portion of the allocation. This was not factored  
15 into the projection of future TAP enrollment associated with LIHWAP auto-enrollment.  
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17 **RESPONSE PROVIDED BY:** Raftelis Financial Consultants, Inc. and Water Revenue Bureau  
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