



May 9, 2025

**VIA E-FILE**

Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
400 North Street, Filing Room  
Harrisburg, PA 17120

**Re:** Peoples Natural Gas Company LLC Universal Service and Energy Conservation Plan for 2019-2024 at Docket No. M-2018-3003177  
Peoples Gas Company LLC Universal Service and Energy Conservation Plan for 2019-2024 at Docket No. M-2020-3021343  
Petition of Peoples Natural Gas Company LLC to Amend 2019-2024 Universal Service and Energy Conservation Plan at Docket No. P-2024-3052324

**Petition for Reconsideration, Clarification, and Modification of CAUSE-PA**

Dear Secretary Homsher:

Attached for filing please find the **Petition for Reconsideration, Clarification, and Modification of the Commission's April 24, 2025 Order of the Coalition for Affordable Utility Service and Energy Efficiency in Pennsylvania (CAUSE-PA)** in the above-noted proceedings.

Copies were served electronically consistent with the attached certificate of service.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L.N. Berman".

Lauren N. Berman, Esq.  
*Counsel for CAUSE-PA*

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**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Peoples Natural Gas Company LLC	:	
Universal Service and Energy Conservation	:	Docket No. M-2018-3003177
Plan for 2019-2024	:	
	:	
Peoples Gas Company LLC Universal	:	
Service and Energy Conservation Plan for	:	Docket No. M-2020-3021343
2019-2024	:	
	:	
Petition of Peoples Natural Gas Company	:	
LLC to Amend 2019-2024 Universal Service	:	Docket No. P-2024-3052324
and Energy Conservation Plan	:	

**Certificate of Service**

I hereby certify that I have this day served copies of the **Petition for Reconsideration, Clarification, and Modification of the Commission’s April 24, 2025 Order of the Coalition for Affordable Utility Service and Energy Efficiency in Pennsylvania (CAUSE-PA)** upon the parties of record in the above captioned proceedings in accordance with the requirements of 52 Pa. Code § 1.54.

**VIA Email**

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Respectfully Submitted,  
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*Counsel for CAUSE-PA*

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May 9, 2025

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Peoples Natural Gas Company LLC :  
Universal Service and Energy Conservation : Docket No. M-2018-3003177  
Plan for 2019-2024 :  
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Service and Energy Conservation Plan for : Docket No. M-2020-3021343  
2019-2024 :  
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:  
Petition of Peoples Natural Gas Company :  
LLC to Amend 2019-2023 Universal Service : Docket No. P-2024-3052324  
and Energy Conservation Plan :

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**PETITION OF THE COALITION FOR AFFORDABLE UTILITY SERVICES AND  
ENERGY EFFICIENCY IN PENNSYLVANIA FOR  
RECONSIDERATION, CLARIFICATION, AND MODIFICATION  
OF THE COMMISSION’S APRIL 24, 2025 ORDER**

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**Date: May 9, 2025**

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## **I. INTRODUCTION**

Pursuant to the Rules of Practice and Procedure of the Pennsylvania Public Utility Commission (Commission), 52 Pa. Code §§ 5.41 and 5.572, the Coalition for Affordable Utility Services and Energy Efficiency (CAUSE-PA), through its counsel at the Pennsylvania Utility Law Project, hereby petitions the Commission for reconsideration of its April 24, 2025 Order (herein Order) denying the Petition of Peoples Natural Gas LLC to Amend its 2019-2024 Universal Service and Energy Conservation Plan (USECP) (herein, Petition). In its Petition, Peoples sought approval to implement streamlined enrollment procedures for its Customer Assistance Program (CAP) through the efficient utilization of detailed LIHEAP participant data, thereby conforming its USECP to its already-approved tariff.

As explained more fully below, CAUSE-PA urges the Commission to reconsider, clarify, and modify its Order denying Peoples' Petition. Specifically, we strongly urge the Commission to remove its speculative, unsupported, and inaccurate assertions and to order Peoples to consult with the parties, revise its proposal, and file an amended Petition within 90 days of the issuance of a modified Order.

Our request for reconsideration and modification is based on the following grounds:

- The Commission's Order denying Peoples' Petition overlooks the underlying factual basis for the proposal, as well as unambiguous language contained in Peoples' Commission-approved tariff language indicating that LIHEAP recipients with significant arrears will be automatically enrolled in CAP.
- The Commission's Order errs as a matter of law in its reliance on official notice of unsupported and inaccurate assertions that are not on the record, without permitting the parties a meaningful opportunity to respond.
- The Commission's Order overlooks and/or misconstrues multiple aspects of Peoples' proposal, leading to inaccurate conclusions without engaging in critical inquiry to clarify identified issues.

- The Commission’s Order errs as a matter of law and circumvents the due process rights of CAUSE-PA by denying Peoples’ uncontested Petition without investigation.

In support thereof, CAUSE-PA asserts the following:

## **II. BACKGROUND**

1. For more than ten years, the LIHEAP Advisory Committee (LAC) to the Department of Human Services (DHS), which includes representatives from the Commission’s Bureau of Consumer Services, has worked collaboratively to develop a data sharing policy permitting the exchange of detailed household income and household composition data for the express purpose of streamlining enrollment in utility-run assistance programs.<sup>1</sup> DHS launched the policy in Fall 2024. To participate, utilities must complete a data sharing agreement with DHS, which sets forth the detailed parameters for exchange, treatment, and utilization of LIHEAP data.<sup>2</sup>
2. On June 13, 2024, consistent with the consensus-based recommendations included in the March 2024 Universal Service Working Group Report,<sup>3</sup> the Commission issued an Order encouraging energy utilities to participate in the DHS data sharing program.<sup>4</sup> The Commission set forth a number of temporary and partial waivers designed to “relieve an energy public utility from the obligation to file and serve a petition to amend its existing USECP” to implement various procedures utilizing LIHEAP data to streamline enrollment and recertification.<sup>5</sup> While the Order addressed certain pre-approved data policies, it did not foreclose the ability of an energy utility to petition the Commission for approval to

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<sup>1</sup> Members of the LAC include a broad range of stakeholder interests, including representatives from the PUC, the Energy Association of Pennsylvania, and the Office of Consumer Advocate.

<sup>2</sup> Attachment A, DHS LIHEAP Data Sharing Agreement.

<sup>3</sup> Pa. PUC, Universal Service Working Group Report, Docket No. M-2023-3038944 (March 2024).

<sup>4</sup> 2023 Review of All Jurisdictional Fixed Utilities’ Universal Service Programs, Order, Docket No. M-2023-3038944 (June 13, 2024).

<sup>5</sup> Id.

implement other data sharing policies. In their Joint Statement, Chairman Stephen M. DeFrank and Commissioner Kathryn L. Zerfuss clearly stated the Commission’s support for data sharing policies, and extolled the benefits of utilizing LIHEAP data to improve access to critical assistance and eliminate wasteful and duplicative administrative costs for the benefit of all:

**LIHEAP data sharing promotes efficiencies and eliminates paperwork redundancies** by allowing customers, who are eligible for LIHEAP, to enroll or recertify in energy utilities’ universal service programs without submitting new applications. ... **These improvements will result in cost savings and reduce ‘red tape’ bureaucracy to the benefit of customers and energy utilities alike.**<sup>6</sup>

3. In October 2024, DHS began sharing data with the utilities pursuant to the data sharing agreement. On December 18, 2024, DHS identified a technical issue with the data and advised utilities not to rely on the data until the technical issues are resolved.<sup>7</sup> DHS has since worked to address the technical issues, and anticipates that it will restart the data exchange on June 14, 2025, at which time DHS will share data for all consenting LIHEAP participants through the 2024-2025 program year.<sup>8</sup>
4. When applying for LIHEAP, low income consumers are affirmatively asked whether they wish to allow DHS to share their income and household data with the applicant’s utility “to help enroll your household in a utility or energy assistance program.”<sup>9</sup> The consent language was developed through consensus recommendations from the LIHEAP Advisory

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<sup>6</sup> 2023 Review of All Jurisdictional Fixed Utilities’ Universal Service Programs, Joint Statement of Chairman Stephen M. DeFrank and Commissioner Kathryn L. Zerfuss, Docket No. M-2023-3038944 (June 13, 2024) (emphasis added).

<sup>7</sup> Attachment B, December 18, 2024 Email from DHS to the LIHEAP Advisory Committee.

<sup>8</sup> DHS shared the anticipated date for releasing updated data at the May 7, 2025 LIHEAP Advisory Committee meeting. This fact will be reflected in the forthcoming meeting minutes.

<sup>9</sup> Attachment C, LIHEAP Application – PY 2024-2025.

Committee.<sup>10</sup> Data of applicants who provide consent is only shared if their application is approved and is only sent to the utility that receives the applicants' LIHEAP grant.<sup>11</sup>

5. CAUSE-PA was an active party in Peoples' underlying USECP proceeding and filed extensive comments and reply comments related thereto.
6. Peoples filed its Petition to amend its USECP on December 11, 2024.
7. Peoples' Petition is uncontested and was actively supported by CAUSE-PA and the Office of Consumer Advocate (OCA).
8. On December 20, 2024, CAUSE-PA filed a Letter in lieu of a formal Answer, strongly supporting Peoples' proposal to utilize detailed income and household composition data to automate enrollment of LIHEAP recipients into CAP. CAUSE-PA did not dispute any facts or matters of law relied upon by Peoples in its Petition, nor did it object to any aspects of Peoples' proposals.<sup>12</sup>
9. Utilizing the precise household composition and income data of LIHEAP participants, which the Department of Human Services (DHS) began sharing with utilities for the express purpose of streamlining enrollment in universal service programs, Peoples' Petition seeks to implement three programmatic advancements:
  - Automate CAP enrollment for LIHEAP recipients with high balances following application of their LIHEAP grant.
  - Automate recertification of CAP participants based on income information reported to and verified by DHS.
  - Waive duplicative income documentation requirements for applicants that have received LIHEAP within the last two years.
10. CAUSE-PA was also a party in Peoples' 2024 rate proceeding and actively opposed Peoples' rate proposals. Through the course of the rate proceeding, CAUSE-PA detailed

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<sup>10</sup> Attachment D, Recommendations of the LAC to DHS.

<sup>11</sup> See Attachment A, DHS LIHEAP Data Sharing Agreement.

<sup>12</sup> See 52 Pa. Code § 5.61.

the stark disparities in energy burden for low income consumers and the disproportionate impact any further increase in rates would have on low income households and other vulnerable customers in Peoples service territory.<sup>13</sup> CAUSE-PA highlighted data showing that CAP enrollment substantially improves collections and termination rates and raised deep concerns about the chronic under-enrollment in CAP and the troubling 13% decline in Peoples’ CAP enrollment since 2019.<sup>14</sup> In that proceeding, CAUSE-PA learned that Peoples’ USECP policies and practices were inconsistent with their Commission approved tariff because they were not appropriately using LIHEAP data to enroll eligible customers despite their tariff language indicating that they would do so.<sup>15</sup> Thus, CAUSE-PA entered a Joint Stipulation which, among other things, required Peoples to file the underlying Petition in order to lessen the impact of Peoples’ rates, reverse the sharp decline in Peoples’ CAP enrollment, and improve the accessibility of Peoples’ universal service programs. As consideration for the terms in the Stipulation, CAUSE-PA agreed to not oppose the Non-Uniform Settlement of other issues in the case.<sup>16</sup> The Commission later approved the Joint Stipulation without amendment.

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<sup>13</sup> See Pa PUC v. Peoples Natural Gas Company, LLC, Docket No. R-2023-3044549, Main Brief of CAUSE-PA at 3-6, 11-13.

<sup>14</sup> Id. at 26-28.

<sup>15</sup> See Pa PUC v. Peoples Natural Gas Company, LLC, Docket No. R-2023-3044549, CAUSE-PA Statement No. 1 at 24-25.

<sup>16</sup> Joint Stipulation, para. 17. (“This stipulation is intended to resolve the universal service program and low income customer service issues raised by the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA) and the Pennsylvania Weatherization Providers Task Force (PWPTF) in this proceeding. As consideration for the terms, CAUSE-PA and PWPTF agree to not oppose the Non-uniform Settlement between Peoples, the Commission’s Bureau of Investigation and Enforcement (I&E), the Office of Small Business Advocate (OSBA), the Pennsylvania Independent Oil & Gas Association (PIOGA) and Peoples Industrial Intervenor (PII).”)

### III. LEGAL STANDARD

#### A. *Standard for Review*

11. The Commission has articulated its standard for granting reconsideration or clarification of a Commission order:

A petition for reconsideration, under the provisions of 66 Pa. C.S. § 703(f), may properly raise any matters designed to convince the Commission that it should exercise its discretion under this code section to rescind or amend a prior order in whole or in part. . . .What we expect to see raised in such petitions are new and novel arguments, not previously heard, or considerations which appear to have been overlooked or not addressed by the Commission.<sup>17</sup>

12. Where a party alleges an error of fact or law, a Petition for Reconsideration is properly raised and may properly be granted.<sup>18</sup>
13. CAUSE-PA's requests for reconsideration, clarification, and revision outlined in this Petition satisfy *Duick*, in that the Petition raises substantive procedural issues which appear to have been overlooked by the Commission and identifies errors of law and fact that must be addressed.

#### B. *Due Process Standards*

14. The Commission, as an administrative body, is bound by the due process provisions of constitutional law and the principles of common fairness.<sup>19</sup> Due process requires notice and a meaningful opportunity to be heard on the issues.<sup>20</sup>

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<sup>17</sup> *Duick v. Pennsylvania Gas and Water Company*, 56 Pa. P.U.C. 553, 559 (1982).

<sup>18</sup> *Application of Cressona Trucking Company*, Petition for Reconsideration, 1989 Pa. PUC LEXIS 102 (Pa. PUC, 1989).

<sup>19</sup> *Bridgewater Borough v. Pennsylvania Public Utility Commission*, 181 Pa. Superior Ct. 84, 101, 124 A. 2d 165; *McCormick v. Pennsylvania Public Utility Commission*, 151 Pa. Superior Ct. 196, 201, 30 A. 2d 327. *Paradise v. Pennsylvania Public Utility Commission*, 184 Pa. Superior Ct. 8, 132 A. 2d 754,

<sup>20</sup> *Popowsky v. Pa. PUC*, 805 A.2d 637, 643(Pa. Commw. 2002); *Smith v. PA. PUC*, 192 Pa. Superior Ct. 424 (1960).

15. In determining if a violation of procedural due process has occurred, the Court must consider whether due process is required and, if so, what type of process is due.<sup>21</sup>
16. Procedural due process applies when an administrative agency takes administrative action that "is adjudicatory in nature and involves substantial property rights."<sup>22</sup>
17. The type of process due is determined by considering the private interest at stake, the value of additional procedural safeguards, and the government's interest in proceeding without providing such procedures.<sup>23</sup> "[D]ue process is flexible and calls for such procedural protections as the particular situation demands."<sup>24</sup> "The fundamental requirement of due process is the opportunity to be heard at a meaningful time and in a *meaningful manner*."<sup>25</sup>

#### IV. REQUESTS FOR RECONSIDERATION AND CLARIFICATION

18. CAUSE-PA seeks reconsideration and revision of the Commission's Order on four express grounds:
  - The Commission's Order denying Peoples' Petition overlooks the underlying factual basis for the proposal, as well as unambiguous language contained in Peoples' Commission-approved tariff language indicating that LIHEAP recipients with significant arrears will be automatically enrolled in CAP.
  - The Commission's Order errs as a matter of law in its reliance on official notice of unsupported and inaccurate assertions that are not on the record, without permitting the parties a meaningful opportunity to respond.
  - The Commission's Order overlooks and/or misconstrues multiple aspects of Peoples' proposal, leading to inaccurate conclusions without engaging in critical inquiry to clarify identified issues.

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<sup>21</sup> Popowsky v. Pa. PUC, 805 A.2d 637, 643(Pa. Commw. 2002); Smith v. PA. PUC, 192 Pa. Superior Ct. 424 (1960)l; Evans v. Pa. PUC, 2021 Pa. Commw. Unpub. LEXIS 519, \*24, 264 A.3d 833 (Commw. Ct., 2021).

<sup>22</sup> Conestoga Nat'l Bank of Lancaster v. Patterson, 275 A.2d 6, 9 (Pa. 1971) (citation omitted).

<sup>23</sup> Pa. Coal Mining Ass'n v. Ins. Dep't, 471 Pa. 437, 370 A.2d 685, 691 (Pa. 1977) (citing Mathews v. Eldridge, 424 U.S. 319, 334-35, 96 S. Ct. 893, 47 L. Ed. 2d 18 (1976)).

<sup>24</sup> Id. (internal quotation marks omitted) (alteration in original).

<sup>25</sup> Mathews, 424 U.S. at 333 (emphasis added) (internal quotation marks omitted).

- The Commission’s Order errs as a matter of law and circumvents the due process rights of CAUSE-PA by denying Peoples’ uncontested Petition without investigation.

**A. *The Commission’s Order denying Peoples’ Petition overlooks the underlying factual basis for the proposal, as well as unambiguous language contained in Peoples’ Commission-approved tariff language indicating that LIHEAP recipients with significant arrears will be automatically enrolled in CAP.***

19. Through the course of Peoples’ 2024 rate case, numerous troubling data points emerged highlighting stark disparities in access to and affordability of service to low income households in Peoples service territory. A few key data points include:

- 42% of Peoples’ payment troubled customers are categorized as confirmed low income customers – yet confirmed low income customers account for just 7.9% of Peoples’ residential customer class.<sup>26</sup>
- In 2023, despite comprising only 7.9% of residential customers, confirmed low income customers accounted for 17.4% of Peoples’ involuntary terminations.<sup>27</sup>
- Peoples’ CAP is chronically under-enrolled, reaching just 20% of the estimated eligible population as of January 2024 – leaving roughly 80% of income-eligible households without access to critical rate relief.<sup>28</sup>
- Since 2019, Peoples’ CAP enrollment has declined by approximately 13% - despite the fact that the number of estimated low income customers in Peoples’ service territory increased by approximately 4% in the same timeframe.<sup>29</sup>

20. Data presented in the rate proceeding also clearly demonstrated that enrollment in CAP is a significant factor driving reduced collections and terminations. In 2023, Peoples’ CAP termination rate was just over 5%, compared to 12% for low income customers not enrolled in CAP. The following chart was included in CAUSE-PA’s testimony and Main Brief in

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<sup>26</sup> Pa PUC v. Peoples Natural Gas Company, LLC, Docket No. R-2023-3044549, Main Brief of CAUSE-PA at 16.

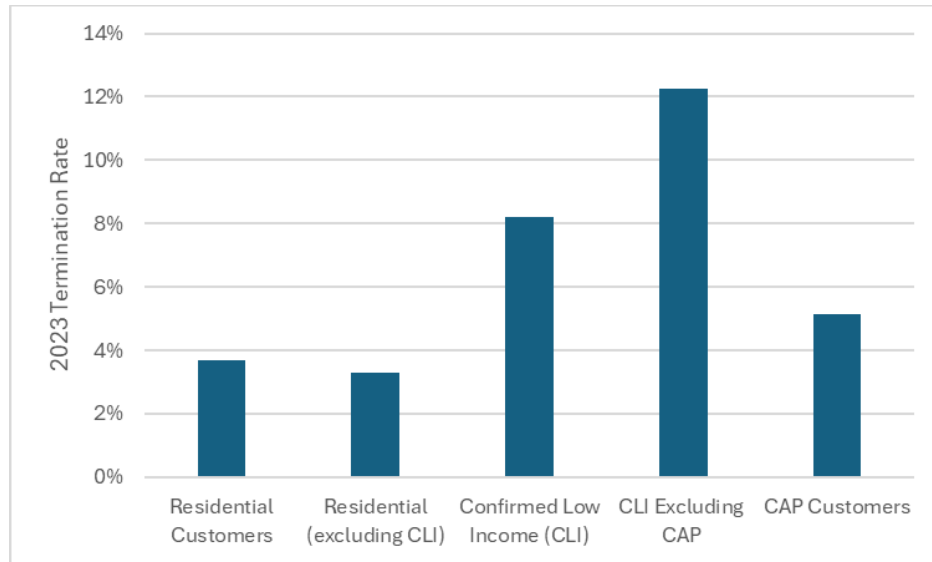
<sup>27</sup> Id. at 16.

<sup>28</sup> Id. at 30.

<sup>29</sup> Id. at 28-29.

the rate proceeding, and illustrates residential termination rates for residential, low income, and CAP customers.<sup>30</sup>

*Chart 1 – Peoples 2023 Residential Termination Rates*



21. Peoples’ tariff has long included language indicating that LIHEAP recipients will be automatically enrolled in CAP. Dating back to at least April 3, 2000, Peoples’ tariff provided: “*Customers will automatically be enrolled in CAP if: a. the customer has defaulted on a payment arrangement, and b. the customer has received a LIHEAP payment within the past two years.*”<sup>31</sup> The Commission-approved Joint Stipulation in Peoples’ 2024 rate case retained Peoples’ longstanding tariff provision with minor amendment to subpart (a), replacing “*the customer has defaulted on a payment arrangement*” with “*the customer*

<sup>30</sup> Id. at 16, Chart 1.

<sup>31</sup> Id. at 31 (emphasis added).

*has a significant account balance.*”<sup>32</sup> Thus, Peoples’ current Commission-approved tariff provides: Customers will automatically be enrolled in CAP if: a. the customer has a significant account balance, and b. the customer has received a LIHEAP payment within the past two years.<sup>33</sup>

22. In 2024, notwithstanding this explicit tariff provision, roughly 43% of Peoples’ confirmed low income customers received a LIHEAP grant but were not enrolled in CAP.<sup>34</sup>
23. The underlying Petition was designed to correct this error and conform Peoples’ USECP with its tariff.
24. The Commission’s Order fails to acknowledge the rationale for Peoples’ Petition (namely, the critical need to improve CAP enrollment to reduce the risk of involuntary termination) and overlooks the unambiguous tariff language requiring Peoples to implement a process to automate CAP enrollment. By denying Peoples’ Petition – without further inquiry – it has effectively ordered Peoples to continue violating the clear and unambiguous terms of Peoples’ Commission-approved tariff. For these reasons, CAUSE-PA urges the Commission to reconsider and revise its Order summarily denying Peoples’ Petition to instead require that Peoples consult with the parties and file a revised Petition within 90 days to address the Commission’s stated questions and concerns.

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<sup>32</sup> *Id.* at 32; Joint Stipulation at para. 15.

<sup>33</sup> Peoples Natural Gas Company, LLC, Supplement No. 2 to Gas – Pa PUC No. 48, First Revised Page 41, Para. 7 (effective September 27, 2024). Available at: <https://www.peoples-gas.com/my-account/understand/gas-rates/Full-Retail-Tariff-No-48--Supplement-No.-12---May-2025-TCJA.pdf>

<sup>34</sup> Pa PUC v. Peoples Natural Gas Company, LLC, Docket No. R-2023-3044549, Main Brief of CAUSE-PA at 30 (citing Direct Testimony of CAUSE-PA at 23-25).

***B. The Commission’s Order errs as a matter of law in its reliance on official notice of unsupported and inaccurate assertions that are not on the record, without permitting the parties a meaningful opportunity to respond.***

25. The Commission’s primary objection to Peoples’ Petition rests on its erroneous and unsupported assertion that Peoples’ proposal “seeks to auto-enroll or auto-recertify customers in CAP based on possibly out-of-date or unverified income or household information.”<sup>35</sup> This assertion is based on its earlier claim that “DHS has informed the Commission and other members of DHS’s LIHEAP Advisory Committee that income used to determine a household’s LIHEAP eligibility could be up to two years old for recipients of some public benefits (e.g., Medicaid).”<sup>36</sup> The Commission argues that Peoples’ proposal – which seeks to use LIHEAP data to verify household income for those enrolled in LIHEAP in the current or prior LIHEAP season “could mean that the household income for some of these customers may have been last verified by DHS two to four years ago.”
26. While the Commission is permitted to take official notice of facts not in the record, its regulations specify that the parties must be given an opportunity to respond before such facts are relied upon to reach a decision. In relevant part, section 5.408 of the Commission’s regulations provide as follows:

**§ 5.408. Official and judicial notice of fact.**

- (a) Official notice or judicial notice of facts may be taken by the Commission or the presiding officer.
- (b) When the decision of the Commission or the presiding officer rests on official notice or judicial notice of a material fact not appearing in the evidence in the record, the parties will be so notified.
- (c) Upon notification that facts are about to be or have been noticed, a party adversely affected shall have the opportunity upon timely request to show that the facts are not properly noticed or that alternative facts should be noticed.

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<sup>35</sup> Order at 24.

<sup>36</sup> Order at 11-12.

27. Prior to issuing its Order denying Peoples' Petition, the parties to this proceeding were not notified that the Commission would take official notice of any facts nor were the parties afforded the opportunity to respond. Failure to do so constitutes an error of law that must be corrected by the Commission. As such, we urge the Commission to reconsider its summary denial of Peoples' proposal and revise its Order – instead requiring Peoples to amend its Petition within 90 days, allowing Peoples, OCA, CAUSE-PA, and any other interested parties the opportunity to present a complete and accurate factual record.
28. CAUSE-PA is concerned that the Commission does not provide any citation to where the information, upon which its decision is based, can be found in the public record or otherwise verified by the parties. This is because no such citation exists. To the contrary, the Commission's assertion regarding the reliance of DHS on SNAP and Medicaid for income verification of LIHEAP recipients, and the associated income verification timeframe utilized by DHS, is inaccurate, overstated, and incomplete.
29. The LIHEAP State Plan plainly states that income documentation must be provided by LIHEAP applicants demonstrating that the applicant is eligible for assistance based on income received in "the 12 months or the calendar month prior to the month of application."<sup>37</sup>
30. A LIHEAP applicant may authorize DHS to utilize documentation already on file to verify household income for Supplemental Nutrition Assistance Program (SNAP) or Medicaid recipients, thereby alleviating the requirement for the LIHEAP applicant to submit duplicative income documentation.<sup>38</sup> Contrary to the Commission's assertions, the *only* instances where the use of income on file would result in reliance on income information

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<sup>37</sup> Pa. DHS LIHEAP State Plan, § 601.83 (Treatment of income).

<sup>38</sup> Pa. DHS LIHEAP State Plan, § 601.102(2) (Income).

provided more than 12 months from the data of application are in cases where (1) the LIHEAP applicant is also a SNAP recipient and (2) the household consists entirely of individuals who are elderly or permanently disabled.<sup>39</sup> DHS has established processes to ensure that income is accurate even if the household is not required to submit annual documentation. This includes the use of an electronic exchange process with the Social Security Administration to verify income changes (including the annual Cost of Living Adjustment),<sup>40</sup> as well as the use of a “Semi-Annual Reporting” (SAR) process to monitor for any change in earned income that would trigger additional verification requirements.<sup>41</sup> There are also strict penalties for households that fail to affirmatively report a change in household income.<sup>42</sup>

31. Contrary to the Commission’s unsupported assertion, income information for Medicaid is verified every year. Therefore, reliance on income documentation on file with DHS for Medicaid to approve a LIHEAP grant would never result in reliance on documentation that is more than 12 months old.<sup>43</sup> DHS also uses other third-party sources to verify income information provided by Medicaid applicants, such as the Federal Data Source Hub, providing even greater certainty in reliance on the accuracy of income information on file for Medicaid recipients.<sup>44</sup>
32. The Commission’s assertions regarding the income verification timeframes utilized by DHS are grossly overstated, and do not reflect the complex and well-developed policies, rules, and procedures imposed by state and federal law and policy governing the accurate

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<sup>39</sup> DHS SNAP Handbook §§ 575.21, -.22; 7 CFR § 273.10(f)(1).

<sup>40</sup> DHS SNAP Handbook § 572.4; 7 CFR § 273.12(e)(3).

<sup>41</sup> DHS SNAP Handbook § 571.2.

<sup>42</sup> 7 CFR § 273.12(d).

<sup>43</sup> 42 CFR § 435.916(a).

<sup>44</sup> 42 CFR § 435.916(b).

and timely verification of household income by DHS for eligibility in LIHEAP, including the proper use of income on file with DHS to perform LIHEAP income verification. The result is a perverse outcome, whereby policies designed by DHS to cut red tape for seniors and individuals with a permanent disability to access food and energy assistance are used as justification to deny an uncontested utility proposal to streamline access to rate assistance for these very same households. When a household's sole members are low income seniors and/or individuals with a permanent disability, and that household is deemed eligible for participation in both SNAP and LIHEAP (*the only households where it is possible that income information can be older than 12 months*) CAUSE-PA submits that it is abundantly reasonable for the Commission to allow the income verification performed by DHS to substitute for the income verification needed to enroll the household in CAP.

33. Given the Commission's error of law in relying on official notice without providing the parties an opportunity to respond, coupled with its inaccurate and overstated assertions regarding the complex income verification policies and procedures utilized by DHS, CAUSE-PA urges the Commission to reverse its Order denying Peoples Petition and instead order Peoples to consult with the parties and file a revised Petition within 90 days after the issuance of a revised order in this proceeding.

***C. The Commission's Order overlooks and/or misconstrues multiple aspects of Peoples' proposal, leading to inaccurate conclusions without engaging in critical inquiry to clarify identified issues.***

34. There are multiple instances throughout the Commission's Order where the Commission has overlooked and/or misconstrued key features of Peoples' proposal, leading to

inaccurate conclusions about the effect of Peoples Petition. Further inquiry is necessary and proper to meaningfully review the Petition.

35. In its Order, the Commission references former Duquesne Light and PECO programs that permitted auto-enrollment of LIHEAP recipients at the highest discount tier – without any mechanism to verify the precise household income.<sup>45</sup> In listing these since defunct processes, the Commission appears to conflate the utilization of LIHEAP participation to enroll a household in CAP based solely on *receipt* of a LIHEAP grant and the separate progress made to utilize detailed income and household composition information for LIHEAP recipients that has been developed between DHS, the Commission, and utilities, and other stakeholders through DHS’ data sharing processes. As CAUSE-PA understands it, Peoples’ proposal is - at its core - designed to utilize this detailed, granular data to enroll LIHEAP recipients into CAP and to perform streamlined recertification. We are concerned that the Commission has misconstrued Peoples’ proposal and urge the Commission to engage in a more reasonably searching investigation of Peoples’ proposals – starting with a directive that Peoples consult with the parties and submit a revised Petition within 90 days of a final order in this proceeding.

36. Peoples’ Petition explains that it has already created a weekly report, utilizing LIHEAP data, to identify customers not currently participating in CAP.<sup>46</sup> Peoples’ proposal seeks to use this weekly report to automate CAP enrollment for accounts with a high balance exceeding \$300.<sup>47</sup> In addition to this weekly process, Peoples proposes to also perform a look-back to identify customers that received LIHEAP within the past two years but are

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<sup>45</sup> Order at 9-10.

<sup>46</sup> Peoples’ Petition at para. 6.

<sup>47</sup> Id.

not currently participating in CAP.<sup>48</sup> In summarily denying Peoples’ proposal, the Commission focuses on the second aspect of the proposal, arguing erroneously that the income data Peoples’ proposes to rely on could be up to four years old. As discussed above, the Commission’s assertions regarding DHS income verification processes are inaccurate. But beyond this error, the Commission’s analysis entirely overlooks the merits of the first component of Peoples’ proposal to conduct a weekly review of newly received LIHEAP income data to identify high balance accounts for automated enrollment in CAP. To deny the entire unopposed Petition based on questions that could have been addressed by Petitioners and supporting parties discourages innovation and efficiency and undermines the Commission’s express commitment to streamlined universal service program administration.<sup>49</sup> It also contradicts the Commission’s statutory obligation to ensure universal service programs “are operated in a cost-effective manner.”<sup>50</sup>

37. The Commission’s Order notes unfounded concern with Peoples’ proposal to utilize LIHEAP data to “waive documentation of a CAP customer’s actual household income indefinitely.”<sup>51</sup> The Commission cites to its 2019 CAP Policy Statement, issued long before the DHS data sharing policy, which required recertification of household income for LIHEAP recipients every three years.<sup>52</sup> The Commission’s analysis misconstrues Peoples proposal with regard to recertification. As CAUSE-PA understands it, Peoples is proposing to utilize detailed LIHEAP income and household composition data *to perform CAP recertification*, thereby satisfying the requirement for recertification and eliminating

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<sup>48</sup> Peoples’ Petition at para. 7.

<sup>49</sup> See 2023 Review of All Jurisdictional Fixed Utilities’ Universal Service Programs, Secretarial Letter, issued March 27, 2023.

<sup>50</sup> 66 Pa. C.S. § 2202(8).

<sup>51</sup> Order at 13.

<sup>52</sup> Order at 13.

the need the household to submit duplicative income documentation. In doing so, the Commission conflates the 2019 CAP Policy Statement regarding reliance on *receipt* of a LIHEAP grant to temporarily *waive* the CAP recertification requirement for up to three years with Peoples proposal to use the detailed income information from LIHEAP that is facilitated by data sharing to recertify households for CAP. Peoples’ proposal does not contemplate “indefinite” waiver of income requirements – it leverages the newly available data to streamline administrative inefficiencies and remove known barriers to program retention. Rather than summarily dismissing the Petition, further inquiry and investigation of Peoples’ Petition would help clarify this apparent misunderstanding of Peoples’ proposal.

38. The Commission’s Order asserts that Peoples should direct CAP eligible households with a high balance to first obtain a Hardship Fund grant before enrolling the household in CAP.<sup>53</sup> In reaching this conclusion, the Commission overlooks the plain terms of Peoples’ Hardship Fund, which was previously approved by the Commission and which requires households to “first apply for all other available energy assistance resources” before they are considered eligible for a Hardship Fund grant.<sup>54</sup> The Commission also overlooks a multitude of other policy implications inherent in diverting all CAP eligible high balance customers to apply for severely limited Hardship Funds before enrollment in CAP. Peoples’ Hardship Fund contributions in 2022-2023 amounted to just \$904,541 – yet its confirmed low income customers carried over \$10.9 million in debt.<sup>55</sup> Diverting Hardship Funds to serve as a frontline solution to this level of debt would be tantamount to applying

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<sup>53</sup> Order at 17-18.

<sup>54</sup> Order at 18 (citing Peoples 2019 USECP at 30-31 and May 2022 Order at 71).

<sup>55</sup> Pa. PUC, 2023 Report on Universal Service and Collections Performance, at 24 & 79 (Sept. 2024).

a band-aid to a gunshot wound, and would diverge substantially from existing universal service policies that seek to utilize limited Hardship Fund dollars to address acute hardship not able to be resolved through CAP. Notably, Peoples' Hardship Funds are available to households with income between 151-200% of the Federal Poverty Level (FPL) who are not eligible for arrearage forgiveness through Peoples' CAP. Use of Hardship Fund grants in the frontloaded manner suggested by the Commission in this Order would erode the availability of debt relief for households that are just over the eligibility limit for CAP. The Commission's Order overlooks these detrimental outcomes of its policy pronouncement that Hardship Funds should always be applied prior to enrollment in CAP. It is critical for the Commission to engage in further inquiry into the potential consequences of the Commission's policy pronouncement.

39. The Commission's Order raises concerns with Peoples' stated approach to customer education, and chides Peoples for not including draft outreach and educational materials – concluding that Peoples' proposal “fails to appropriately address how it will educate auto-enrolled customers on the benefits, responsibilities, and restrictions that come with CAP and how they can opt out.”<sup>56</sup> The Order then details the minimum requirements for a letter to customers who are automatically enrolled in CAP.<sup>57</sup> CAUSE-PA agrees with the Commission that clear, accessible, and detailed information and education must be provided to newly enrolled CAP participants. Nevertheless, we are concerned that the Commission has overlooked the need for certainty before these materials are developed – while also undervaluing the administrative cost. Sequencing is important and ensures initially developed outreach materials are appropriately reflective of any changes,

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<sup>56</sup> Order at 19-20.

<sup>57</sup> Order at 20.

modifications, or adjustments to the program through the approval process. CAUSE-PA submits that the Commission could have more effectively explored this issue if it had engaged in a meaningful review and investigation of Peoples' proposals.

40. The Commission notes that Peoples does not identify anticipated budget impacts<sup>58</sup>, though the Commission did not engage in any attempt to identify those anticipated costs. Denying the Petition out of hand forecloses advancements and improvements in universal service program administration at a critical time when rates for gas and other basic services are increasing exponentially.

***D. The Commission's Order circumvents the due process rights of CAUSE-PA by denying Peoples' uncontested Petition without investigation.***

41. In denying Peoples' uncontested Petition, the Commission expressly concluded that Peoples met its obligations under the Joint Stipulation<sup>59</sup> – effectively relieving Peoples of any further affirmative duty to pursue program improvements that reverse the troubling decline in Peoples' CAP enrollment rates and offset the disproportionate impact of its \$93 million rate increase on Peoples' low income customers. This action violated CAUSE-PA's due process rights, undercutting the critical relief outlined in the Commission-approved Joint Stipulation.
42. While the terms of the Joint Stipulation did not guarantee approval of Peoples' proposal, it was reasonable for the parties to contemplate that the Petition would be subject to investigation by the Commission.
43. The Commission's Order identifies a list of "issues that must be examined" in considering Peoples' proposal – yet it has not taken any steps to reasonably investigate or examine

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<sup>58</sup> Order at 22-23.

<sup>59</sup> Order at 24.

those issues beyond its cursory review of Peoples' uncontested Petition – and, as discussed above, relies on unsupported and inaccurate assertions.

44. The Commission's well-established practice in review of USECP proposals is to request supplemental data and/or issue directed questions to clarify aspects of a USECP proposal and to initiate a public comment period for interested parties to respond before issuing a decision. This process helps ensure the Commission's ultimate decision is based on a full review of all relevant facts and consideration of related policy implications.
45. CAUSE-PA did not file a formal Answer because it did not disagree with or object to Peoples' proposals and did not dispute the facts Peoples offered in support thereof.<sup>60</sup> As indicated in its Letter in lieu of a formal Answer, CAUSE-PA offered strong support of Peoples' proposal and provided supplemental factual information to further explain the critical need to improve Peoples' CAP enrollment while reducing red tape. As explained in greater detail above, CAUSE-PA strongly disagrees with the conclusions contained throughout the Commission's Order, yet it has been deprived of the opportunity to meaningfully respond to the Commission's inaccurate and incomplete critique because the Commission issued a final order without investigating Peoples' proposal.
46. As explained above, due process requires the Commission provide a meaningful opportunity to be heard. In this instance, due process required that the Commission reasonably investigate the Petition consistent with its well-established process for review of USECP proposals.

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<sup>60</sup> See 52 Pa. Code § 5.61.

**V. CONCLUSION**

**WHEREFORE**, for the reasons enumerated above, CAUSE-PA respectfully requests that the Commission reconsider, clarify, and revise its April 24, 2025 Order denying Peoples' Petition, and instead order Peoples to consult with the parties and file an amended Petition within 90 days of a final order in this proceeding.

Respectfully submitted,  
*Counsel for CAUSE-PA*



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[PULP@putilitylawproject.org](mailto:PULP@putilitylawproject.org)

**Date: May 9, 2025**

Agreement #  
MEXXXXXXXXXX

PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES  
Bureau of Procurement and Contract Management  
Data Sharing Agreement

Enter the Organization Name  
Enter the Organization Street Address  
Enter the Organization City, State and Zip  
Enter the Organization Email Address

Department of Human Services, Office of Income Maintenance  
Brian Whorl  
bwhorl@pa.gov  
717-772-7906

## DATA SHARING AGREEMENT

This Data Sharing Agreement is between the Commonwealth of Pennsylvania (“Commonwealth”), Department of Human Services (“Department” or “DHS”) and [Full Legal Name of Other Party] (“Organization”).

The parties, intending to be legally bound, agree as follows:

1. Term. The term of this agreement commences on the Effective Date, as defined in Paragraph two below, and will remain in effect for a period of two years, unless earlier terminated by either party in accordance with Paragraph three of this agreement. The Department, in its sole discretion, may renew the term of this agreement under the same terms and conditions for up to three additional one-year periods. The Department will notify the Organization of its election to exercise each renewal option in writing at least 30 days prior to the expiration of the then-current term. The Department’s right to exercise any such renewal option will not expire unless and until the Organization has given the Department written notice of the Department’s failure to timely exercise its renewal option and has provided the Department a 30-day opportunity from the Department’s receipt of the notice to cure the failure.
2. Effective Date. The Effective Date of this agreement is the date that it has been fully executed by both parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.
3. Termination. Either party may terminate this agreement by providing 30 days written notice of termination to the other party.
4. Data Sharing. The Department will provide the Organization with information as described in Rider 1, Data Sharing Summary, which is attached to and made part of this agreement. The Organization may not use information disclosed by the Department for any purpose other than those set forth in this agreement.
5. Compensation. The Organization is not entitled to any consideration, compensation, salary, wages, or any other type of remuneration for any services or research, reports, findings, outcomes, or similar work product under this agreement.
6. Restrictions on Use of Data. The Organization may not use the information disclosed by the Department to the Organization under this agreement for any commercial or political purpose.
7. Confidential Information.
  - a. General. All information disclosed by the Department to the Organization under this agreement is confidential and proprietary, whether provided orally or in writing or through any other means. Notwithstanding the foregoing,

insofar as information is not otherwise protected by law or regulation, the obligations set forth in this paragraph seven do not apply to information:

- i. identified by the Department, in writing, as neither confidential nor proprietary;
  - ii. already known to the Organization at the time of disclosure other than through the contractual relationship;
  - iii. independently generated by the Organization and not derived from the information supplied by the Department;
  - iv. required to be disclosed by the Organization by law, regulation, court order, or other legal process upon approval of the Department.
- b. Confidentiality Requirements. Unless otherwise required by law, with respect to the confidential information provided under this agreement by the Department, the Organization shall:
- i. hold all confidential information in confidence;
  - ii. restrict disclosure of the minimum necessary confidential information solely to those officers, employees, consultants, agents, and attorneys (“Representatives”) of the Organization who have a reasonable need to know the confidential information to perform their duties under this agreement or related subcontract, are bound by non-disclosure requirements or a non-disclosure agreement no less restrictive than this agreement, and who will not disclose the confidential information to any other party;
  - iii. use the confidential information only for the purposes set forth in this agreement;
  - iv. use at least the same degree of care to hold the confidential information in confidence as the Organization uses in maintaining its own confidential information, but always at least a reasonable degree of care;
  - v. advise each Representative, before the Representative receives access to the confidential information, of the obligations of the Organization under this agreement, and require such Representative to maintain those obligations; and
  - vi. immediately upon sale of the Organization or merger of the Organization with a third-party, return to the Department all documentation, copies, notes, diagrams, computer memory media, and other materials containing any portion of the confidential information, or confirm to the Department, in writing, the destruction of such materials.

- c. Breach of Confidentiality.
- i. The Organization shall be liable for its improper dissemination of confidential information by the Organization or its Representatives. The Organization shall provide notice of any breach or potential breach of confidentiality immediately to the Department upon become aware of the breach or potential breach.
  - ii. Money damages alone are not a sufficient remedy for any breach of this agreement by the Organization or its Representatives, and the Department shall be entitled to specific performance and injunctive relief as remedies upon proof of any such breach. Such remedies are the exclusive remedies for a breach of this agreement but are in addition to all other remedies deemed proper by a court of competent jurisdiction.
8. Ownership. All information disclosed to the Organization under this agreement, including, but not limited to, confidential information, is, and will remain at all times, the sole and exclusive property of the Department. The Organization may not, in any manner, represent that the Organization has any ownership interest in the information disclosed by the Department to the Organization.
9. Notice. Any written notice to any party under this agreement is deemed sufficient if delivered personally, or by electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed written receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the designated contacts at the addresses set forth below or to such other contact or address as such party may designate by notice given pursuant to this section:

For DHS:

Brian Whorl  
 Director – Division of Federal Programs  
 2525 N. 7th St  
 Suite 240/250  
 Harrisburg, PA 17105  
 bwhorl@pa.gov

For Organization:

[Name]  
 [Position]  
 [Address]  
 [E-mail Address]

The parties may change their designated contact or address by providing written notice to the other party in the manner specified above.

10. Return/Destruction of Information. Upon expiration of this agreement, the Organization shall return to the Department or destroy all information disclosed by the Department to the Organization. At the Department's written request or as required by law, the Organization shall provide a written certification of such destruction executed by an authorized officer of the Organization.
11. Compliance With Law. The Organization shall comply with all applicable state and federal statutes, regulations, and policies, including, but not limited to, laws or regulations related to the use and disclosure of information that constitutes Protected Health Information as defined by the *Health Insurance Portability and Accountability Act* and as defined in Rider 2, Business Associate Addendum. This also includes compliance with all applicable data protection, data security, data privacy, and data breach notification laws, including, but not limited to, the *Breach of Personal Information Notification Act*, as amended November 22, 2022, P.L. 2139, No. 151, 73 P.S. §§ 2301-330. The Organization shall comply with Rider 2, Business Associate Addendum, which is attached to and made part of this Agreement.
12. Right-to-Know Law. This agreement is subject to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 – .3104.
13. Indemnification.
  - a. Organization Obligations. The Organization shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Organization or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.
  - b. Commonwealth Attorneys Act. The Commonwealth shall provide the Organization with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Organization, the Commonwealth will cooperate with all reasonable requests of Organization made in the defense of such suits.
  - c. Settlement. Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole

discretion, allow the Organization to control the defense and any related settlement negotiations.

14. Governing Law. This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Organization consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personal jurisdiction over the Organization, and the Organization consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.
15. Amendments and Modifications. No amendments or modifications of this agreement are valid unless made in writing and signed by the parties with the same formality as this original agreement.
16. Headings. The headings set forth in this agreement are for convenience only and do not constitute a substantive part of this agreement.
17. Severability. The provisions of this agreement are severable. If any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth, the applicability of that phrase, clause, sentence, or provision to any government, agency, person, or circumstance is held invalid, the validity of the remainder of this agreement and the applicability thereof to any government, agency, person, or circumstance will not be affected.
18. Integration. When fully executed by the parties, the parties intend this agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.
19. Counterparts. This agreement may be executed in counterparts, each of which is an original and has the full force and effect as an original but all of which constitute one and the same instrument.
20. Electronic Signatures. This agreement may be electronically signed in accordance with the Electronic Transaction Act, 73 P.S. § 2260.301 *et seq.*

[SIGNATURE PAGE FOLLOWS.]

The parties have caused this agreement to be executed by their duly authorized officials.

**THE ORGANIZATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Print or type name and title**

**Print or type name and title**

*If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be provided to the Department.*

**COMMONWEALTH OF PENNSYLVANIA,  
DEPARTMENT OF HUMAN SERVICES**

**Secretary or Designee:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Approved for Form and Legality:**

\_\_\_\_\_  
Office of General Counsel                      Date  
Department of Human Services

\_\_\_\_\_  
Office of General Counsel                      Date

\_\_\_\_\_  
Office of Attorney General                      Date

## RIDER 1 DATA SHARING SUMMARY

### 1. Purpose.

DHS operates and maintains the Low-Income Home Energy Assistance Program (“LIHEAP”). DHS uses an eligibility system that securely stores certain recipient household information. All or portions of the recipient household data is confidential under state or federal law and regulation. The Organization requires the data for the exclusive purpose of enrolling or recertifying LIHEAP recipient households into its Utility or Energy Assistance Program (UEAP). A UEAP is defined for the purposes of this Agreement as a program that provides bill assistance, rate discounts, or free energy efficiency or weatherization services to low-income utility or energy consumers and is administered by the Organization or the Organization’s subcontractor.

### 2. Data Description.

DHS shall provide the Organization with the data described below for only those LIHEAP recipient households that are deemed eligible to receive a LIHEAP grant, whether LIHEAP Cash or LIHEAP Crisis.

<b>Data Source Field Name</b>	<b>Data Description/Metadata</b>	<b>Business Name</b>
Payment Name	The individual indicated on the LIHEAP application as the representative for the household and who shall receive the LIHEAP payment if paid directly to the household.	Payment Name
Household Members	The full name, first and last, of each individual living in the household, regardless of LIHEAP eligibility.	Household Members
Date of Birth	The date of birth of each individual living in the household.	DOB
Physical Address	The full address (Address Line 1, Address Line 2, City, State, and Zip Code) for the LIHEAP household’s physical address	Service Address
Account Number	The Organization’s account number that the LIHEAP household provided for their approved LIHEAP application.	Account Number
Income	The verified income for each household member used as a part of the LIHEAP eligibility determination.	Individual Income
Income Type	A description of the type of income listed for each individual, such as wages, Retirement, Survivors, and Disability Insurance, unemployment compensation, etc.	Individual Income Type
Verification Date	The date that the individual’s income was last verified by DHS as a part of the LIHEAP application process.	Income Verification Date
Telephone Number	The telephone number provided on the approved household’s LIHEAP application, if provided.	Telephone number
Email Address	The email address provided on the approved household’s LIHEAP application, if provided.	Email address

3. Duration of the Exchange and Refresh Schedule of the Data.

DHS shall transfer the data to the Organization on a monthly basis for the duration of the agreement term, including any exercised renewal years.

4. Method of Exchange.

DHS shall transfer the data using its secure file transfer platform, SeGOV. DHS shall provide access to the site for one user from the Organization. DHS shall provide instructions and user support for accessing the site. DHS may provide the data in either a Comma-Separated Values (CSV) format, if possible, or in a pipe delimited Text format if a CSV format is not possible.

5. Work Product.

The Organization shall use the data provided by DHS only to enroll or recertify its eligible LIHEAP recipients into one of its UEAPs, in accordance with applicable law, regulation, policy, the Organization's authorized Universal Service and Energy Conservation Plan (USECP), or the Organization's program rules if the Organization does not have a USECP. Provided the household recipient is not currently barred from participation in a UEAP pursuant to applicable law, regulation, policy, or USECP, the Organization will make a good faith attempt to enroll or recertify the LIHEAP household without seeking an application or income documentation for the UEAP from the LIHEAP household.

The Organization shall track and annually report to DHS on the number of LIHEAP households that were successfully enrolled in or recertified for the Organization's UEAPs through this data transfer process if DHS data was utilized to enroll or recertify the customer in a specific program. The Organization shall separately track and report on each UEAP. The Organization shall submit its report to the LIHEAP Program Director, LIHEAP Policy Unit Supervisor, and LIHEAP Vendor Unit Supervisor during the first quarter of the subsequent Federal Fiscal Year.

The Organization shall include in all initial contact, whether verbal or written, with households enrolled in its UEAPs via this data transfer process that data used in UEAP enrollment or recertification was provided via DHS' LIHEAP.

6. Historical Requirements and Data Purge.

Except as otherwise required by statute, regulation, court order, or other applicable law, the Organization shall only retain the data files for up to three years from the date of receipt, after which the Organization shall securely and permanently purge the data files provided by DHS.

7. Special Instructions or Requirements.

The Organization shall store the data provided by DHS in a secure location. The Organization shall not share the data for any purpose, except as set forth in this agreement.

[Remainder of page intentionally left blank.]

**RIDER 2**  
**COMMONWEALTH OF PENNSYLVANIA**  
**BUSINESS ASSOCIATE ADDENDUM**

The Pennsylvania Department of Human Services (Covered Entity) and the Organization (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, ), as amended, 42 C.F.R. §§ 431.301-431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa.C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, the Pennsylvania Breach of Personal Information Notification Act, 73 P.S. § 2301 *et seq.*, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance.

Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be used or disclosed only in accordance with this Addendum and the standards established by applicable laws and agency guidance.

Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI must be handled in accordance with this addendum and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

The parties, intending to be legally bound, agree as follows:

**1. Definitions.**

- A. “Business Associate” has the meaning given to the term under HIPAA, the HITECH Act, applicable regulations, and agency guidance.
- B. “Covered Entity” has the meaning given to the term under HIPAA, the HITECH Act and applicable regulations and agency guidance.
- C. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- D. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the ARRA, Pub. L. No. 111-5 (Feb. 17, 2009).

- E. “Privacy Rule” means the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- F. “Protected Health Information” or “PHI” means any information, transmitted, or recorded in any form or medium; (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual, and (ii) that identifies the individual or which there is a reasonable basis to believe the information can be used to identify the individual, and has the meaning given to the term under HIPAA, the HITECH Act, and related regulations and agency guidance. PHI also includes any information that can be used to identify a current or former applicant or recipient of benefits or services of Covered Entity (or Covered Entity’s contractors/business associates).
- G. “Security Rule” means the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
- H. “Unsecured PHI” means PHI that is not secured through the use of a technology or methodology as specified in HITECH regulations and agency guidance or as otherwise defined in the HITECH Act.
- 2. Stated Purposes for Which Business Associate May Use or Disclose PHI.** The Business Associate may use, disclose, or both PHI provided by or obtained on behalf of Covered Entity for the purposes of providing services under its agreement with Covered Entity, except as otherwise stated in this addendum.

**NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.**

**3. BUSINESS ASSOCIATE OBLIGATIONS:**

- A. Limits On Use And Further Disclosure.** Business Associate shall not further use or disclose PHI provided by or created or obtained on behalf of Covered Entity other than as permitted or required by this addendum or as required by law and agency guidance.
- B. Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this addendum. Appropriate safeguards must include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum

necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance.

- C. Reports of Improper Use Or Disclosure.** Business Associate shall report to the Commonwealth of Pennsylvania, Governor's Office of Administration, Office of Information Technology at [OA-SecurityIncidents@pa.gov](mailto:OA-SecurityIncidents@pa.gov) or 1-877-552-7478, within two days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.
- D. Reports of Security Incidents.** In addition to the breach notification requirements in section 13402 of the HITECH Act and related regulations, agency guidance and other applicable federal and state laws, Business Associate shall report to the Office of Administration, Office of Information Technology at [OA-SecurityIncidents@pa.gov](mailto:OA-SecurityIncidents@pa.gov) or 1-877-552-7478, within two days of discovery any security incident of which it becomes aware. At the sole expense of Business Associate, Business Associate shall comply with all federal and state breach notification requirements, including those applicable to Business Associate and those applicable to Covered Entity. Business Associate shall indemnify the Covered Entity for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under federal or state law and agency guidance.
- E. Subcontractors And Agents.** When PHI is provided or made available to Business Associate subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of PHI as contained in this addendum.
- F. Right Of Access To PHI.** Business Associate shall allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within five business days of receiving a written request from the Covered Entity. Business Associate shall provide PHI in the format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such other form and format as agreed to by Business Associate and the individual. If the request is for information maintained in one or more designated record sets electronically and if the individual requests an electronic copy of the information, Business Associate must provide the individual with access to the PHI in the electronic form and format requested by the individual, if it is readily producible in the form and format; or, if not, in a readable electronic form and format as agreed to by the Business Associate and the individual. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity within five business days. Business associate shall further conform with all of the requirements of 45 C.F.R. §164.524 and other applicable laws, including the HITECH Act and related

regulations, and agency guidance.

- G. Amendment And Incorporation Of Amendments.** Within five business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. §164.526, applicable federal and state law, including the HITECH Act and related regulations, and agency guidance. If an individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within five business days.
- H. Provide Accounting of Disclosures.** Business Associate shall maintain a record of all disclosures of PHI in accordance with 45 C.F.R. §164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. The records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to the individual or the Covered Entity within five business days of a request for an accounting of disclosures.
- I. Requests for Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business Associate shall otherwise comply with the Privacy Rules, as amended, and other applicable statutory and regulatory requirements and agency guidance.
- J. Access to Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created, or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with applicable laws and agency guidance.
- K. Return or Destruction of PHI.** At termination or expiration of the contract, Business Associate shall return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate may not retain any copies of the PHI after termination or expiration of its contract. If return or destruction of the PHI is not feasible, Business Associate shall extend the protections of this addendum to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- L. Maintenance of PHI.** Notwithstanding Section 3(k) of this Addendum,

Business Associate and its subcontractors or agents shall retain all PHI throughout the term of its contract and this addendum and shall continue to maintain the information required under the various documentation requirements of its contract and this addendum (such as those in § 3.H above) for a period of six years after termination or expiration of its contract, unless Covered Entity and Business Associate agree otherwise.

- M. Mitigation Procedures.** Business Associate shall establish and provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this addendum or the Privacy Rules, as amended. Business Associate shall mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this addendum or applicable laws and agency guidance.
- N. Sanction Procedures.** Business Associate shall develop and implement a system of sanctions for any employee, subcontractor, or agent who violates this addendum, applicable laws, or agency guidance.
- O. Grounds For Breach.** Non-compliance by Business Associate with this addendum or the Privacy or Security Rules, as amended, is a breach of the contract, for which the Commonwealth may elect to terminate Business Associate's contract.
- P. Termination by Commonwealth.** Business Associate authorizes termination of the contract by the Commonwealth if the Commonwealth determines, in its sole discretion that Business Associate has violated a material term of this addendum.
- Q. Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this addendum, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this addendum and applicable laws and agency guidance.
- R. Privacy Practices.** Covered Entity will provide and Business Associate shall immediately begin using any applicable form, including, but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Covered Entity. Covered Entity may change applicable privacy practices, documents, and forms. The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change. Business Associate shall otherwise comply with all applicable laws and agency guidance pertaining to notices of privacy practices, including the requirements

set forth in 45 C.F.R. § 164.520.

**4. OBLIGATIONS OF COVERED ENTITY:**

- A. Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with applicable law and agency guidance, as well as changes to such notice. Covered Entity will post on its website any material changes to its notice of privacy practices by the effective date of the material change.
- B. Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. §164.522 and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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## Data Sharing Update

From Whorl, Brian <bwhorl@pa.gov>

Date Wed 12/18/2024 11:20 AM

To Myricks, Katrina <kmyricks@pa.gov>; Adorno, Melinda <Melinda.Adorno@pgworks.com>; Alfaro, Judy <jualfaro@pa.gov>; Alon Abramson <aabramson@philaenergy.org>; Beck Moore <beck@thecaap.org>; Black, Rita <RFBlack@essential.co>; Bowman, Norma <nobowman@pa.gov>; 'Brook Bogaczyk' <bogaczykb@citizenselectric.com>; Carl Bailey <cbailey@aarp.org>; Carmen Malloy <carmen.o.malloy@peoples-gas.com>; Carolina Hunter <chunter@nisource.com>; Carter, Regina <regincarte@pa.gov>; Cawthern, Scott <scawthern@pa.gov>; Chase-Pettis, Christina <CCHASEPETT@pa.gov>; Cordell, Lisa <lcordell@pa.gov>; cquinn@dollarenergy.org <cquinn@dollarenergy.org>; Cruz, Noel <nocruz@pa.gov>; Dacil Keo <DKeo@clsphila.org>; DiMaria, Nicholas <ndimaria@pa.gov>; Donegan, Carmen <cdonegan@pa.gov>; Donna Clark <dclark@energypa.org>; Elizabeth Marx <emarx@pautilitylawproject.org>; Eshenaur, Kayley <kaeshenaur@pa.gov>; Feldman, Carl <carfeldman@pa.gov>; Fink Smith, Louise <finksmith@pa.gov>; Georgia Del Freo <georgia@thecaap.org>; Greg Luhrs <Gregory.Luehrs@exeloncorp.com>; Hardman, Jennifer <jhardman@pa.gov>; Harlow, Margaret <maharlow@pa.gov>; 'Hernandez, Lourdes M' <lourdes.hernandez@exeloncorp.com>; Hixson, Robert <rhixson@pa.gov>; Horting, Nicholas <nhorting@pa.gov>; Hunt, Vicki <vhunt@pa.gov>; 'Iglar, Kathleen' <KIglar@ugi.com>; Jennifer Warabak <jwarabak@ceopeoplehelpingpeople.org>; JErvin@duqlight.com <JErvin@duqlight.com>; John Rowe <johnrowe@uesfacts.org>; John V Kulik <joviku@aol.com>; jprice@clsphila.org <jprice@clsphila.org>; Julia DeValdenebro <Julia.DeValdenebro@exeloncorp.com>; Katie Scholl <kscholl@duqlight.com>; Keysha Abad <keyshaabad@uesfacts.org>; King, Patricia A:(PECO) <patricia.king@peco-energy.com>; Kolak, Courtney <ckolak@pa.gov>; Kristen Geesaman <kristen@pautilitylawproject.org>; Lau, Timothy William W:(PECO) <timothy.lau@exeloncorp.com>; Lay, Kimberly <klay@pa.gov>; Lengel, Mitchell <mlengel@pa.gov>; Lennie Howell <lhowell@firstenergycorp.com>; livengoodminta@gmail.com <livengoodminta@gmail.com>; Ludwig, Brinna <brinludwig@pa.gov>; Lydia Gottesfeld <lgottesfeld@clsphila.org>; Magee, Joseph <jmagee@pa.gov>; 'Marcie Morrison' <mmorrison@duqlight.com>; Marcus, Sheldon <smarcus@pa.gov>; 'Maripat Pileggi' <MPileggi@clsphila.org>; 'Marsha White-Mathis' <marshawm53@yahoo.com>; Mateer, Scott <scmateer@pa.gov>; 'Matt Leonard' <Matt\_Leonard@ccsenergy.com>; 'Melinda Stumpf' <mstumpf@pplweb.com>; Merchant, Meghan <memerchant@pa.gov>; Milikin, Amira <AMILIKIN@pa.gov>; Monique Alexander, UESF <moniquealexander@uesfacts.org>; Morgan Webb <morgan\_webb@ccsenergy.com>; Nicole Fidler <nfidler@malady-wooten.com>; Nicole Luciano <nluciano@energypa.org>; Nikki Jones <njones@malady-wooten.com>; Niwinski, Michael <micniwinsk@pa.gov>; Nolan, William <wnolan@pa.gov>; O'Donnell, Joel <joeodonnell@pa.gov>; Cicero, Patrick M. <pcicero@paoca.org>; 'Pepper, Deneen' <Deneen.Pepper@peoples-gas.com>; Pham, Hoa <hopham@pa.gov>; Ravel, Brian P <BRavel@ugi.com>; Robles, Sandra <sarobles@pa.gov>; Ronel Baccus <ronelb724@gmail.com>; Rose, Jody <jodrose@pa.gov>; Rulli, Kathryn <krulli@pa.gov>; 'Sally Petrilli' <Sally.Petrilli@AlleghenyCounty.US>; Schabener, William <wschabener@pa.gov>; Schoppy, Katherine <kschoppy@pa.gov>; Seburn, Ashley <aseburn@pa.gov>; Sheard, Sue <msheard@pa.gov>; Shelly Kosko <KoskoM@natfuel.com>; Smith, Thomas, Jr. (DHS) <thomasjsmi@pa.gov>; Steve Luxton <stewel@ecasys.org>; 'Ted Harris' <THarris@papetroleum.org>; Terry Fitzpatrick <tfitzpatrick@energypa.org>; Williams, Shari <SHARIWILLI@pa.gov>; 'Young, Victoria A' <victoria.young@exeloncorp.com>; Yvette Belfort <YBelfort@pplweb.com>

Good morning, members of LAC and other interested stakeholders,

Since data sharing began in October, multiple utilities have provided us with examples of issues they have encountered in the reports. We have investigated the issues and worked with our system teams to identify a few bugs in the report generation. We recommend utilities cease using the provided data until

ATTACHMENT B

we are able to fix these issues to avoid incorrect determinations. We will communicate when we have more information on when these bugs will be fixed and let you know when we are able to recommend use of the data sharing reports again. None of the bugs identified call into question the consent to use LIHEAP applicants' data outright and so when a fix is implemented all consenting applicants will still be able to be reviewed for CAP eligibility.

**Brian Whorl**

Director, Division of Federal Programs and Program Management

Department of Human Services, Office of income Maintenance  
Bureau of Policy, Harrisburg Uptown Building  
2525 N 7th Street, Suite 240/250  
Harrisburg, PA 17105  
Phone: (717) 772-7906

2024-25 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 or find your local county assistance office address at 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

<input type="checkbox"/> CRISIS	<input type="checkbox"/> CASH
Application Registration Number	
County	
District	
Record Number	
Worker I.D.	
<input type="checkbox"/> Rejected	<input type="checkbox"/> Approved
Date	

**2** What language do you prefer? ¿Qué idioma prefiere usted?  
 English/Inglés  Spanish/Español Other/Otro (specify/especifique) \_\_\_\_\_  
 Do you need an interpreter? ¿Necesita un intérprete?  Yes/Sí  No  
 If yes, what language? En caso afirmativo, ¿de qué idioma? \_\_\_\_\_

**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

Please list your electric company if not listed above.

**7**

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? <input type="checkbox"/> Yes <input type="checkbox"/> No								
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? <input type="checkbox"/> Yes <input type="checkbox"/> No								
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? <input type="checkbox"/> Yes <input type="checkbox"/> No								
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? <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.

**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? \_\_\_\_\_

**16** Do you want DHS to share information from your application with your utility to help enroll your household in a utility or energy assistance program?  Yes  No

Many Pennsylvania gas and electric utilities offer programs that help low-income customers reduce monthly bills, save energy, and eliminate past-due balances. DHS can share information from your application with your utility, including your income and household members (such as names and dates of birth) to help you enroll in these programs if you want us to share it. Your information will be kept confidential.

This is optional. You can get a LIHEAP grant if you qualify even if you do not want DHS to share your information with your utility.

### 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

### 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.  | <p><b>Example:</b> If you apply in November and are sending:</p> a) one month of income – send proof for October, the month prior to application.<br>b) 12 months of income – send proof for November of the previous year through October of the current year. |
| <input type="checkbox"/> Send proof of immigration status if you are a non-U.S. citizen.   | <p style="text-align: center;"><b>PROOF INCLUDES PAY STUBS, AWARD LETTERS, EMPLOYER STATEMENTS, ETC.</b></p>  |
| <input type="checkbox"/> If you rent with heat included, send a copy of your lease or signed, written statement from your landlord explaining how you pay for heat and the type of heat used.  | <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"/> 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. | <input type="checkbox"/> Sign and date your application.  |
| <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"/> 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): This section is for U.S. Citizens only

**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 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)

# 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.

សំបុត្រនេះមានព័ត៌មានសំខាន់ៗអំពីការអភិរក្សភាពសម្ងាត់នូវព័ត៌មានពេទ្យរបស់លោកអ្នក។ បើលោកអ្នកត្រូវការសំបុត្រនេះ ជាភាសាផ្សេងទៀត ឬត្រូវការអ្នកបកប្រែសំបុត្រនេះ ជាភាសាផ្សេងទៀត សូមទាក់ទងការិយាល័យដែលជុំវិញរបស់លោកអ្នក។ ជំនួយខាងភាសាភ្លើងផ្តល់ដោយឥតគិតថ្លៃ។

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



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## Data Sharing Vendor Agreement / Application - LAC Recommendations

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**From** Elizabeth Marx <emarx@pautilitylawproject.org>

**Date** Tue 3/12/2024 4:46 PM

**To** Carl Feldman <carfeldman@pa.gov>; Hoa Pham <hopham@pa.gov>; Whorl, Brian <bwhorl@pa.gov>; Katrina Myricks <kmyricks@pa.gov>

**Cc** Adorno, Melinda <Melinda.Adorno@pgworks.com>; Alon Abramson <aabramson@philaenergy.org>; Barclay, J. Andrew <jambarclay@pa.gov>; Beck Moore <beck@thecaap.org>; Black, Rita <RFBlack@essential.co>; 'Brook Bogaczyk' <bogaczykb@citizenselectric.com>; Carl Bailey <cbailey@aarp.org>; Carmen Malloy <carmen.o.malloy@peoples-gas.com>; Carolina Hunter <chunter@nisource.com>; Carter, Regina <regincarte@pa.gov>; Cawthern, Scott <scawthern@pa.gov>; Chase-Pettis, Christina <CCHASEPETT@pa.gov>; Christine Hoover <choover@paoca.org>; Cordell, Lisa <lcordell@pa.gov>; cquinn@dollarenergy.org <cquinn@dollarenergy.org>; Cruz, Noel <nocruz@pa.gov>; Dacil Keo <DKeo@clsphila.org>; Donegan, Carmen <cdonegan@pa.gov>; Donna Clark <dclark@energypa.org>; Eshenaur, Kayley <kaeshenaur@pa.gov>

2 attachments (379 KB)

LAC\_DataSharingAgrmt\_Recommendations\_Memo\_03122024.pdf; Data Sharing Agreement Template\_LACrecommendations\_redline.docx;

Greetings, Carl, Hoa, Brian, and Katrina –

This morning, the LAC data sharing subcommittee met and finalized consensus recommendations on the Data Sharing Vendor Agreement and the 2024/2025 LIHEAP Application. Attached is a memo explaining our proposed revisions to the Agreement – as well as a Word version of our proposed redlines.

We further propose the following language for inclusion in the 2024/2025 LIHEAP application:

*Do you want DHS to share information from your application with your utility to help enroll your household in a utility or energy assistance program?*

*Many Pennsylvania gas and electric utilities offer programs that help low-income customers reduce monthly bills, save energy, and eliminate past-due balances. DHS can share information from your application with your utility, including your income and household members (such as names and dates of birth) to help you enroll in these programs if you want us to share it. Your information will be kept confidential.*

*This is optional. You can get a LIHEAP grant if you qualify even if you do not want DHS to share your information with your utility.*

Please do not hesitate to reach out with questions or for further clarification. On behalf of the LAC, I want to thank you for the opportunity to work closely with DHS on this important policy initiative.

Best,  
Liz

Elizabeth R. Marx, Esq.  
Executive Director

Pennsylvania Utility Law Project  
118 Locust Street | Harrisburg, PA 17101  
(717) 710-3825  
(717) 233-4088 (fax)  
(267) 240-3089 (mobile)  
[emarx@pautilitylawproject.org](mailto:emarx@pautilitylawproject.org)



## MEMORANDUM

**To:** Department of Human Services

**From:** LIHEAP Advisory Committee

**Re:** Recommendations to DHS Regarding Draft Data Sharing Vendor Agreement

**Date:** March 12, 2024

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At the quarterly LIHEAP Advisory Committee (LAC) meeting on May 3, 2023, the Department of Human Services announced that it was moving forward with plans to share LIHEAP enrollee data with utilities for the purpose of enrolling LIHEAP recipients into utility-run universal service programs. DHS explained that it had scheduled the necessary system upgrades to begin data sharing at the start of the 2024-2025 program year and, in the interim, would work with the LAC to develop a data sharing agreement.

On May 5, 2023, DHS shared a draft data sharing agreement with members of the LAC.

On July 20, 2023, the LAC's Data Sharing Subcommittee met and discussed the draft and identified several consensus-based recommendations. At its August 2023 quarterly LAC meeting, the LAC voted unanimously to adopt the subcommittee's recommendations. Those recommendations were memorialized in a Memo dated September 8, 2023 (attached hereto).

At its November 2023 quarterly LAC meeting, DHS explained that further amendments to the draft data sharing agreement were necessary to conform to the Department's standardized contract requirements. DHS indicated that a further revised draft data sharing agreement would be shared with the LAC. The LAC reconvened a subcommittee to review the further amended data sharing agreement.

The subcommittee convened to discuss the further revised data sharing agreement on January 30 and February 16, 2024, and developed the following consensus-based recommendations:

- **Rider 1, General**
  - Revise the phrase "Universal Service and Energy Conservation Programs ('USPs')" to reference "Utility or Energy Assistance Program (UEAP)" throughout Rider 1, and to add a definition for UEAP. These amendments will help ensure that the agreement is appropriately inclusive of vendors not regulated by the Public Utility Commission.
- **Rider 1, Section 5 (Work Product)**
  - **Amend paragraph 1** to eliminate requirements that will complicate use of the data to enroll or recertify LIHEAP recipients in a USP:

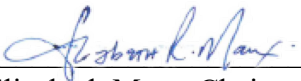
- **Delete subpart (i)**, which limits use of data to enrollment/recertification to instances where a LIHEAP recipient “*is not already enrolled in a USP.*”
    - This provision could be read to prevent the use of LIHEAP data to recertify eligibility for households already enrolled in a USP, which conflicts with the explicit intent of the agreement to facilitate USP enrollment *and* recertification.
  - **Delete subpart (iii)**, which limits the use of data to instances where a LIHEAP recipient “is contacted to confirm the household wishes to enroll in the Organization’s Customer Assistance Program.” The LAC has several concerns with this language:
    - This requirement will complicate the use of LIHEAP data to recertify household income, adding time and expense to obtain further consent before utilizing the data to confirm a household’s continued eligibility for a USP.
    - It is unclear whether this language would permit the use of an “opt-out” process, and could add unnecessary time, expense, and procedure prior to enrollment in an assistance program.
    - Reference to an Organization’s “Customer Assistance Program” is inconsistent with the broader language throughout the agreement regarding a utilities’ USP and could severely restrict the use of data for enrollment and/or recertification in other utility assistance programs.
  - Add language in paragraph 1 to include reference to “program rules for Organizations without a USECP,” in addition to “applicable law, regulation, policy, or the Organization’s authorized Universal Service and Energy Conservation Plan (USECP).” This will help ensure the agreement is appropriately inclusive of programs operated by vendors not regulated by the Public Utility Commission.
- **Delete paragraph 2** to ensure data is used only for the purposes of enrollment in a Utility or Energy Assistance Program. While members of the LAC are generally supportive of expanding the data sharing agreement over time, some members are concerned that inclusion of “other financial assistance programs” administered by a utility’s subcontractor could be too broad.
- **Amend paragraph 3** to identify the calendar dates for the reporting period. This change is non-substantive, but will help to clarify the required reporting timeframe for organizations that are not otherwise familiar with the federal fiscal year.

Attached to this memo is a proposed redline mark-up of the draft Data Sharing Vendor Agreement, based on the recommendations above.

The LAC applauds DHS for taking the steps necessary to begin sharing data with utilities for the purpose of enrolling more eligible households in utility-run assistance programs. In launching this critical policy, DHS stands to serve as a model – helping alleviate barriers to enrollment and minimize duplicative administrative costs.

We stand ready to further assist DHS to further refine the data sharing policies – helping to strike an appropriately balanced data sharing policy that advances the rights and protections of low income Pennsylvanians.

Respectfully submitted on behalf of the LIHEAP Advisory Committee,

  
\_\_\_\_\_  
Elizabeth Marx, Chair  
LIHEAP Advisory Committee

## VERIFICATION

I, Elizabeth R. Marx, hereby state that the facts contained in the foregoing pleading are true and correct to the best of my knowledge, information and belief, that I am duly authorized to make this Verification, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



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Elizabeth R. Marx, Esq.

[emarx@pautilitylawproject.org](mailto:emarx@pautilitylawproject.org)

Date: May 9, 2025