



April 22, 2026

VIA E-File

Secretary Matthew Homsher
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: **Petition of Duquesne Light Company for the Implementation of Automatic Enrollment for LIHEAP Recipients in Customer Assistance Program**
Docket Nos. R-2024-3046523, P-2026-3061673

Amended Answer of CAUSE-PA

Dear Secretary Homsher:

Please find attached the **Amended Answer of the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA)** to the above-captioned Petition, which is respectfully submitted for filing in the above noted proceeding. Our initial filing on Monday, April 20 inadvertently omitted the Appendices referenced therein. Apart from attaching the omitted Appendices, no other amendments were made to this filing.

As indicated on the attached Certificate of Service, service on the parties was accomplished by email only unless otherwise noted.

Respectfully Submitted,

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

CC: Certificate of Service

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Duquesne Light Company for the :
Implementation of Automatic Enrollment for : Docket No. R-2024-3046523
LIHEAP Recipients in Customer Assistance :
Program : Docket No. P-2026-3061673

**AMENDED ANSWER OF THE COALITION FOR AFFORDABLE UTILITY
SERVICES AND ENERGY EFFICIENCY IN PENNSYLVANIA (CAUSE-PA)**

PENNSYLVANIA UTILITY LAW PROJECT

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April 22, 2026

I. INTRODUCTION

Pursuant to the provisions of the Rules of Practice and Procedure of the Pennsylvania Public Utility Commission (PUC or Commission), 52 Pa. Code §§ 5.61-5.76, the Coalition for Affordable Utility Service and Energy Efficiency in Pennsylvania (CAUSE-PA), through its legal counsel at the Pennsylvania Utility Law Project (PULP), hereby files the foregoing Answer to the Petition of Duquesne Light Company (DLC) for the Implementation of Automatic Enrollment for LIHEAP Recipients in Customer Assistance Program (hereinafter, Petition) in the above-captioned proceeding.

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, utilities, consumers, and consumer advocates, 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 – to the benefit of LIHEAP recipients.¹ DHS launched the policy in Fall 2024.

On June 13, 2024, consistent with the consensus-based recommendations included in the March 2024 Universal Service Working Group Report,² the Commission issued an Order encouraging energy utilities to participate in the DHS data sharing program.³ 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

¹ 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.

² Pa. PUC, Universal Service Working Group Report, Docket No. M-2023-3038944 (March 2024).

³ 2023 Review of All Jurisdictional Fixed Utilities’ Universal Service Programs, Order, Docket No. M-2023-3038944 (June 13, 2024).

recertification.⁴ While the Order addressed certain pre-approved data policies that did not require a separate petition, it did not foreclose the ability of an energy utility to petition the Commission for approval to implement other data sharing policies.

In October 2024, DHS began sharing detailed household income and composition data with the utilities pursuant to the data sharing policy. 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 were resolved.⁵ DHS addressed the technical issues and restarted the data exchange on July 14, 2025.⁶

Using language developed through consensus recommendations from the LAC, LIHEAP applicants are now 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.”⁷ This section of the LIHEAP application provides, in full⁸:

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.

The income and household data relied upon by DHS to determine LIHEAP eligibility, and subsequently shared with the utility company, includes the household’s current, verified income and household documentation - shared with the explicit consent of the applicant.

⁴ Id.

⁵ December 18, 2024 Email from DHS to the LIHEAP Advisory Committee.

⁶ LIHEAP Advisory Committee, August 2025 LAC Meeting Minutes (approved Nov. 19, 2025).

⁷ LIHEAP Application – PY 2025-2026, Q.17.

⁸ Id.

The importance of this data sharing process is underlined by data presented through the course of DLC’s 2024 Rate Case, from which the instant Petition arises. In that proceeding, CAUSE-PA highlighted data showing that Customer Assistance Program (CAP) enrollment substantially improves collections and termination rates and raised deep concerns about the chronic undersubscription in universal service programs and high rate of removals for failure to recertify.⁹ Data presented in that proceeding also clearly demonstrated that enrollment in CAP is a significant factor driving reduced collections and terminations. For example, in 2023, the termination rate amongst DLC’s Confirmed Low Income customers was 42.38%, more than ten times higher than the termination rate for residential customers as a whole.¹⁰ For those customers enrolled in CAP over the same time period, the termination rate was reduced to 11.26%.¹¹

Through this Petition, DLC is attempting to fulfill the purpose of years of dedicated work by both the LAC and DHS, as outlined above, and agreed to in the Settlement stemming from the aforementioned rate case.¹² As stated clearly by Chairman Stephen M. DeFrank and Commissioner Kathryn L. Zerfuss in a Joint Statement:

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.**¹³

⁹ Pa PUC v. Duquesne Light Company, Docket No. R-2024-3046523, CAUSE-PA Statement 1 at 62.

¹⁰ Id. at 19.

¹¹ Id.

¹² Pa PUC v. Duquesne Light Company, Docket No. R-2024-3046523, Order at 2, (Order approving Joint Petition for Settlement issued November 7, 2024).

¹³ 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).

DLC's proposal will serve a critically needed preventative role to help address the growing number of struggling consumers, easing their enrollment in CAP to improve payment coverage and frequency rates, thereby reducing attendant uncollectible expenses and other far-ranging consequences of utility insecurity. Utilizing LIHEAP data to automate CAP enrollment is a common-sense solution to help alleviate rising energy insecurity for low income households, while at the same time helping cut down on unnecessary, costly, and duplicative administrative processes. It is essential that the Commission swiftly approve DLC's Petition, so that it may implement auto-enrollment for LIHEAP recipients who have already affirmatively indicated their desire to enroll in utility-run assistance programs, provided consent to share detailed income and household data with DLC for this purpose, and demonstrated their eligibility for the program by completing the rigorous LIHEAP application process.

II. STANDING

Eligibility to intervene in Commission proceedings is governed by 52 Pa. Code § 5.72, which provides in relevant part that “[a] petition to intervene may be filed by a person claiming a right to intervene or an interest of such nature that intervention is necessary or appropriate to the administration of the statute under which the proceeding is brought.” 52 Pa. Code § 5.72(a).

Section 5.72 further provides that the right or interest may be one “which may be directly affected and which is not adequately represented by existing participants, and as to which the petitioner may be bound by the action of the Commission in the proceeding.” 52 Pa. Code. § 5.72(a)(2).

Even though section 5.72 speaks of the rights of a “person” to intervene, the Commonwealth Court has consistently stated that “an association may have standing as a representative of its members ... as long as an organization has at least one member who has or will suffer a direct, immediate, and substantial injury to an interest as a result of the challenged action, [i.e., is aggrieved,

the organization] has standing.” Energy Cons. Council of Pa. v. Pa. PUC, 995 A.2d 465, 476 (Pa. Commw. 2010) (alteration in original) (citing Tripps Park v. Pa. PUC, 415 A.2d 967 (Pa. Commw. 1980); Parents United for Better Schools v. School District of Philadelphia, 646 A.2d 689 (Pa. Commw. 1994)).

CAUSE-PA is an unincorporated association of low- and moderate-income individuals that advocates on behalf of its members to enable consumers of limited economic means to connect to and maintain affordable water, electric, heating and telecommunication services. CAUSE-PA membership is open to moderate and low- income individuals residing in the Commonwealth of Pennsylvania who are committed to the goal of helping low-income families maintain affordable access to utility services and achieve economic independence. Its primary office is located at 118 Locust St, Harrisburg, Pennsylvania.

CAUSE-PA has a significant interest in the impact that the instant Petition may have on low and moderate income residential customers and asserts that other participants in this proceeding do not adequately represent these interests.

Members of CAUSE-PA are located within DLC’s service territory and will be directly affected by the outcome of this proceeding. Particularly, this proceeding will affect the ability of CAUSE-PA members to reasonably access the Company’s Customer Assistance Program (CAP). As a signatory to the underlying settlement, CAUSE-PA also has a direct interest in ensuring the intent and purpose of the settlement is satisfied.

CAUSE-PA has standing to intervene because at least one of its members have or will suffer a direct, immediate, and substantial injury to an interest as a result of this proceeding. See Energy Cons. Council of Pa., 995 A.2d at 476.

III. BACKGROUND

As part of the settlement in DLC's 2024 base rate proceeding, to which CAUSE-PA was a party, the Company agreed to the following:

DLC agrees to hold at least one meeting with its [Income Eligible Advisory Committee] IEAG to obtain feedback about the use of DHS LIHEAP data for purposes of autoenrollment into CAP. DLC will file a Petition that includes amended budget projections, identifies a proposed process and timeframe for autoenrollments, and propose any amendments to its USECP which are necessary to facilitate autoenrollments within one-year after the effective date of rates in this proceeding

The Commission approved the settlement, including this provision, in its Order issued November 7, 2024.¹⁴

Through the IEAG collaborative process, and several additional discussions, CAUSE-PA provided feedback to DLC about the use of LIHEAP data for purposes of auto enrollment into CAP.

On March 31, 2026, DLC filed its Petition seeking authorization to initiate auto-enrollment of LIHEAP recipients with balances equal to or greater than \$250 into its CAP, to offer an expedited enrollment process for customers with a lesser balance, to permit an auto-recertification process, and to reinstate those who have defaulted from CAP.¹⁵

IV. ANSWER

1. Admitted.
2. Admitted.
3. Admitted. By way of further Answer, CAUSE-PA was a party to the cited Settlement.
4. Admitted.
5. Admitted.

¹⁴ Pa. PUC v. Duquesne Light Company, Docket No. R-2024-3046523, Joint Petition for Settlement at P. 53. (Order approving Joint Petition for Settlement issued November 7, 2024).

¹⁵ DLC Petition, Exhibit 1.

6. Admitted.

Of note, while CAUSE-PA admits that additional details of DLC’s proposal are included in Exhibit 1, as stated in this paragraph of DLC’s Petition, CAUSE-PA denies that certain aspects of DLC’s proposal are just and reasonable, and opposes their inclusion. See paragraph 12, below, regarding DLC’s proposal to utilize LIHEAP data to remove households from CAP in violation of the DHS data sharing policy and the express terms of the DHS data sharing agreement.

7. Admitted.

By way of further Answer, CAUSE-PA notes that in addition to requiring participant consent, DLC will only receive data from DHS for households *approved* for a LIHEAP grant that was directed to DLC (as opposed to the LIHEAP recipients’ gas utility or deliverable fuel vendor). In other words, only a subset of LIHEAP recipients are included in the DHS data sharing program.

8. Admitted.

By way of further Answer, CAUSE-PA submits that DLC does not need further Commission authorization to implement its proposed “consent-based, streamlined process” for expedited enrollment.¹⁶ As noted above, in its June 13, 2024 Order, 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.¹⁷ CAUSE-PA notes that the terms of the Settlement required DLC to file a Petition regarding autoenrollment – not streamlined enrollment, and questions DLC’s decision to delay implementation of streamlined enrollment consistent with the Commission’s June 13, 2024 Order. Given the acute affordability crisis facing Pennsylvania families, DLC must be working to

¹⁶ 2023 Review of All Jurisdictional Fixed Utilities’ Universal Service Programs, Order, Docket No. M-2023-3038944 (June 13, 2024).

¹⁷ Id.

implement all available policies and procedures to improve access to and enrollment in CAP as quickly as possible and without delay.

Further, regarding DLC's auto-enrollment proposal, CAUSE-PA supports DLC's proposal to utilize a \$250 debt threshold. Given the minimum LIHEAP grant is set at \$200, DLC's auto-enrollment proposal will target households with recent debt levels exceeding \$450 – and often much higher, as the combined maximum cash and crisis grant can be as high as \$2,000. Households with this level of debt demonstrate a clear, undeniable need for assistance through CAP to reduce monthly rates and improve collections through comprehensive arrearage management available through the program.

9. Admitted.

By way of further Answer, CAUSE-PA again notes that the Company does not need further Commission approval to implement a streamlined enrollment process, as such a process was already approved by the Commission in its June 13, 2024 Order.

Further, regarding DLC's proposed auto-enrollment process, CAUSE-PA recommended through its collaboration with DLC that the grace period be extended to a minimum of 60 days. While DLC has not chosen to incorporate this recommendation, CAUSE-PA continues to believe this recommendation would measurably improve DLC's proposal. This timeframe would give auto-enrolled CAP participants an opportunity to see the billing and arrearage impacts of their enrollment and make an informed decision about continued enrollment without risking loss of CAP benefits or precluding future enrollment. CAUSE-PA notes that adoption of a 60-day grace period following auto-enrollment in CAP would squarely address concerns raised by Chairman Stephen DeFrank regarding a similar auto-enrollment proposal of Peoples Gas.¹⁸ Specifically, a

¹⁸ Peoples Gas Company, LLC Universal Service and Energy Conservation Plan for 2019-2024, Docket No. M-2020-3021343; Petition of Peoples Natural Gas Company to Amend 2019-2023 Universal Service and Energy Conservation Plan, Docket No. P-2024-3052324, Statement of Chairman M. DeFrank (Issued March 26, 2026).

60-day grace period would ensure that households are given ample opportunity to remove themselves from CAP if the program does not serve their needs – without eroding the benefits of auto-enrollment to prevent further accrual of unmanageable arrears and to eliminate administrative burdens and costs.

In addition, to assist with evaluation of DLC’s auto-enrollment program, CAUSE-PA recommends that DLC track the reason for opt-out and whether customers opted out before or after the opt-out grace period as proposed in its Petition.

Further, CAUSE-PA has been actively collaborating with DLC and other stakeholders to help refine and finalize communications targeted to low income shopping customers that are otherwise eligible for auto-enrollment in CAP following receipt of a LIHEAP grant. Competitive market data has continually shown that low income shopping customers pay substantially more than the default service price and have a correspondingly higher risk of involuntary termination.²⁵ Of particular concern, as noted in testimony served in DLC’s most recent DSP proceeding, confirmed low income shopping customers who were not enrolled in CAP – a subset of DLC’s most vulnerable customers – were charged substantially higher charges for electricity each and every year, totaling over \$1.8 million in excess of the default service price since 2017.¹⁹

As part of the settlement in that proceeding, the parties agreed to several provisions intended to streamline CAP enrollment for shopping customers. First, DLC agreed to amend its CAP rules and supplier tariff to prohibit suppliers from charging termination or cancellation fee(s) to CAP applicants who return to default service upon entry into CAP.²⁰ Second, Duquesne Light

¹⁹ Petition of Duquesne Light Company for Approval of a Default Service Program for the Period of June 1, 2025 through May 31, 2029, Docket No. P-2024-3048592 (hereinafter DSP X), CAUSE-PA Statement No. 1 at 7 (Filed July 12, 2024).

²⁰ DSP X, Joint Petition for Approval of Settlement at ¶ 29 (Filed October 1, 2024), (Opinion and Order approving Joint Petition issued January 14, 2025).

agreed to modify its CAP application to clearly indicate that CAP customers must be enrolled in default service and that, by applying for CAP, the applicant is affirmatively electing to return to default service if they are shopping with an EGS. As such, Duquesne Light is required to return CAP applicants to default service upon enrollment in the program, without further action required by the CAP applicant and without imposition of fees or charges by the supplier.²¹

Consistent with the settlement provisions above, CAUSE-PA strongly supports DLC's proposal to provide shopping customers, who would otherwise be auto-enrolled in CAP, the opportunity to enroll in CAP through a streamlined process by providing written, verbal, phone, or electronic consent for such. This streamlined process, which would not require the customer to attempt to contact the EGS and cancel an existing contract themselves, will help improve timely enrollment in CAP – prior to the accrual of unnecessarily high debts that ultimately serve to increase the cost of the program for other customers.

10. Admitted.

11. Admitted.

12. Admitted.

By way of further Answer, while CAUSE-PA admits that additional details of DLC's proposal are included in Exhibit 1, as stated in this paragraph of DLC's Petition, CAUSE-PA denies that certain aspects of DLC's proposal are just and reasonable, and opposes their inclusion. Specifically, CAUSE-PA strongly objects to the default process proposed in DLC Exhibit 1, as it would violate the DHS data sharing policy and the terms of the DHS data sharing agreement by taking adverse action against a LIHEAP recipient.²² The Company's use of DHS LIHEAP data

²¹ *Id.* at ¶ 30.

²² See Appendix A, DHS Data Sharing Agreement. Paragraph 4 provides: "The Department will provide the Organization [e.g., the utility] 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

must be for the *benefit* of the LIHEAP recipient – either to enroll or recertify a household into a utility’s assistance programs.²³ DLC’s proposal seeks to expand its use of DHS data to take adverse action against a LIHEAP recipient, in violation of the terms of the DHS data sharing agreement.²⁴ CAUSE-PA submits that DLC must refrain from taking any adverse action, including removing a customer from CAP, based solely on DHS-reported income and/or household information. If DHS data received on behalf of a LIHEAP recipient suggests that a household may be ineligible for CAP, the Company should seek to enroll or recertify the household through other means – but under no circumstances should it be permitted to utilize LIHEAP data to take affirmative negative action against a LIHEAP recipient. CAUSE-PA notes that this situation should be exceedingly rare, given LIHEAP and CAP use the same eligibility threshold (150% FPL) and DHS data only includes households approved for LIHEAP.²⁵ Nevertheless, even in rare circumstances where reported data from DHS suggests a household may be ineligible for CAP, DLC should be expressly prohibited from utilizing LIHEAP data to take adverse action against a

purpose other than those set forth in this agreement.” Rider 1, Data Sharing Summary in turn provides: “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.” See Appendix A, Rider 1, para. 5.

The terms of the DHS Data Sharing Agreement are in furtherance of the consensus data sharing framework developed through the LIHEAP Advisory Committee. See Appendix B, Proposed LAC Data Sharing Framework (dated May 4, 2022):

How Data is Used:

Members of the subcommittee reached general consensus that LIHEAP participant data shared by DHS should be used for the singular purpose of streamlining enrollment of and facilitating outreach to LIHEAP recipients regarding the utility’s low income assistance programs – and should not be used by utilities for any other purpose. This provision can be included in the vendor agreement to ensure participating utilities explicitly agree to comply with the limited use of this data.

²³ See Appendix A and B.

²⁴ See Appendix A. Nothing in the DHS data sharing agreement permits a utility to use the data to take adverse action against a LIHEAP recipient, and the explicit terms restrict the use of such data to affirmatively enroll or recertify the household – not to remove them from a program.

²⁵ See Appendix A, Rider 1.

LIHEAP recipient, as doing so would put DLC in direct violation of the DHS policy. As such, CAUSE-PA submits that this aspect of DLC's Petition should be expressly denied.

13. Admitted.

By way of further Answer, CAUSE-PA again notes that the Company does not need further Commission approval to implement a streamlined enrollment process, as such a process was already approved by the Commission in its June 13, 2024 Order.

14. Admitted.

15. Admitted.

By way of further Answer, to help assist with evaluation of DLC's auto-enrollment program, CAUSE-PA recommends that DLC track and report on actual enrollment rates to ensure that future USECP budgets reflect realistic participation levels. CAUSE-PA notes that this tracking is already required as a condition of participation in the DHS data sharing policy.²⁶

16. Admitted in part.

By way of further Answer, DLC accurately acknowledges that CAUSE-PA developed testimony on this issue in the context of its last rate case. CAUSE-PA also acknowledges that Duquesne Light collaborated with IEAG members, including CAUSE-PA, in developing the proposed auto-enrollment model pursuant to paragraph 53 of the 2024 rate case settlement. CAUSE-PA appreciates DLC's efforts to incorporate stakeholder feedback acknowledges that several of CAUSE-PA's recommendations were incorporated into DLC's final proposal. That said, as indicated throughout this Answer, not all of CAUSE-PA's concerns were fully addressed, and CAUSE-PA has consistently reserved the right to raise recommendations and concerns to

²⁶ See Appendix A.

ensure that the final program design fully protects low income consumers and operates in the public interest.

17. Denied in part.

By way of further Answer, CAUSE-PA agrees that a majority of DLC's proposal will serve the public interest and should be approved. However, as explained above in paragraph 12, CAUSE-PA is concerned that the default provisions of DLC's proposed auto-enrollment process would violate the terms of the DHS data sharing policy and agreement and would harm LIHEAP recipients, as it would permit DLC to utilize LIHEAP data to take adverse action against a LIHEAP recipient. Thus, while CAUSE-PA strongly supports the primary purpose and the majority of the programmatic aspects of DLC's proposal, the Commission should amend DLC's proposal to expressly prohibit DLC from utilizing DHS LIHEAP data to take adverse action against a LIHEAP recipient. In turn, as discussed above, the Commission should further amend DLC's proposal to include a minimum 60-day grace period, and require key data and information to be tracked and reported on an ongoing basis.

V. CONCLUSION

WHEREFORE, CAUSE-PA urges the Commission to approve DLC to initiate a CAP auto-enrollment process for LIHEAP recipients who meet the criteria outlined above, and who consent to sharing their data with DLC for that express purpose, consistent with our recommended modifications above, including the extended grace period and tracking and reporting requirements. In turn, the Commission should expressly prohibit DLC from utilizing LIHEAP data to take adverse action against a LIHEAP recipient.

Respectfully submitted,

PENNSYLVANIA UTILITY LAW PROJECT
Counsel for CAUSE-PA



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Dated: April 22, 2026

Appendix A
Data Sharing Agreement PA DHS - LIHEAP

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

Appendix A
Data Sharing Agreement PA DHS - LIHEAP

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,

Appendix A
Data Sharing Agreement PA DHS - LIHEAP

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.

Appendix A
Data Sharing Agreement PA DHS - LIHEAP

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]

Appendix A
Data Sharing Agreement PA DHS - LIHEAP

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

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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.]

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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

Appendix A Data Sharing Agreement PA DHS - LIHEAP

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.

Data Source Field Name	Data Description/Metadata	Business Name
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

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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.

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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.]

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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).

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- 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

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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 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 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

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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,

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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

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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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Appendix B LIHEAP Advisory Committee Data Sharing Framework

MEMORANDUM

To: Inez Titus, Deputy Secretary, Office of Income Maintenance, DHS
Catherine Buhrig, Director, Bureau of Policy, DHS
Brian Whorl, Division Director, Federal Programs, DHS

From: LIHEAP Advisory Committee

RE: **Proposed LAC Data Sharing Framework**

Date: May 4, 2022

The following proposed framework was developed by members of the LAC subcommittee established to develop recommendations to DHS to guide the exchange of LIHEAP participant information with utilities for the purpose of streamlining coordinated enrollment in utility-run assistance programs. The framework was ratified by the full LAC at the May 4, 2022 quarterly LAC meeting.

The subcommittee convened three meetings in 2022 to identify a consensus framework. We identified three areas of general agreement, including (1) the data to be shared, (2) the process for obtaining consumer consent, and (3) how the data will be used. Each general area of agreement is discussed below.

The group also briefly discussed but did not reach consensus on recommendations for how DHS should obtain assurances from the utilities regarding the safeguarding and use of LIHEAP participant data. We believe the work of the subcommittee should continue to explore this issue in coordination with DHS.

Data to be Shared:

The subcommittee identified the following 11 data points for LIHEAP recipients that, if provided, would enable utilities to pre-qualify and perhaps enroll recipients into utility-run assistance programs – either automatically, or through a streamlined process.

- Name of utility account holder
- Name of all household members, regardless of the household member's eligibility for LIHEAP
- Income (annual or monthly) for all household members
- Source of income for all household members (e.g. employment, Social Security, etc.)
- Date income was verified
- Service address
- Account number (or other unique identifier) for head of household
- Age or DOB of all household members (USRR reporting requirement)

Appendix B LIHEAP Advisory Committee Data Sharing Framework

- Telephone number
- Email address

Whenever possible, this information should be shared with the LIHEAP recipient's primary and secondary utility.

The subcommittee was careful to ensure that the data points included on the list minimized inclusion of highly sensitive data, such as Social Security numbers, while ensuring adequate information would be shared to facilitate cross-program enrollment.

Consent:

The subcommittee reached consensus on inclusion of the following statement to obtain consent from LIHEAP participants to share information with their utility:

- Many Pennsylvania electric and gas utilities operate utility assistance programs to help low-income customers afford the cost of utilities. DHS can share your information with your utilities to help you enroll. Information will be kept confidential. You can get a LIHEAP grant even if you do not want DHS to share your information.

I allow DHS to share my income and household information with my utilities to help enroll me in a utility assistance program. I understand that my utility may need to contact me for additional information before I am enrolled in a utility assistance program.

The checkbox should be a required field for online applicants. However, for paper applications, failure to check "yes" or "no" should default to "no". The subcommittee agreed that failure to complete this part of the LIHEAP application should never delay processing of LIHEAP applications.

How Data is Used:

Members of the subcommittee reached general consensus that LIHEAP participant data shared by DHS should be used for the singular purpose of streamlining enrollment of and facilitating outreach to LIHEAP recipients regarding the utility's low income assistance programs – and should not be used by utilities for any other purpose. This provision can be included in the vendor agreement to ensure participating utilities explicitly agree to comply with the limited use of this data.

* * * * *

Appendix B LIHEAP Advisory Committee Data Sharing Framework

The subcommittee notes that additional obstacles may arise as the process unfolds and intends to reconvene as necessary to develop recommendations to DHS for how to proceed.

Respectfully Submitted,



Elizabeth R. Marx
Chair, LIHEAP Advisory Committee

Participants in the LAC Subcommittee on Data Sharing (* indicates LAC members):

- *Patrick Cicero, Acting Consumer Advocate of Pennsylvania
- *Joseph Magee, Bureau of Consumer Services, PUC
- *Lydia Gottesfeld, Community Legal Services
- *Carl Bailey, AARP
- *Marsha White-Mathis, Welfare Rights
- *Minta Livengood, Welfare Rights
- *Nicole Luciano, Energy Association of Pennsylvania
- *Elizabeth Marx, Pennsylvania Utility Law Project
- Christine Hoover, Office of Consumer Advocate
- Christy Appleby, Office of Consumer Advocate
- Regina Carter, Bureau of Consumer Services, PUC
- Norma Bowman, Bureau of Consumer Services, PUC
- Nathan Froelich, Bureau of Consumer Services, PUC
- Louise Fink-Smith, Law Bureau, PUC
- Christina Chase-Pettis, Communications, PUC
- Kathy Rulli, DCED
- Ashley Seburn, DCED
- Dacil Keo, Community Legal Services
- Kristen Geesaman, Pennsylvania Utility Law Project
- Michael Selep, Duquesne Light Company
- Rita Black, Essential Utilities
- Lennie Howell, FirstEnergy
- Melinda Stumpf, PPL Electric Utilities
- Kristen Kelly, PPL Electric Utilities
- Yvette Belfort, PPL Electric Utilities
- Julia De Valdenebro, PECO Energy
- Patricia King, PECO Energy
- Mark Kehl, PECO Energy
- Lourdes Hernandez, PECO Energy
- Michelle Kosko, National Fuel Gas
- Denise Adamucci, Philadelphia Gas Works
- Brian Meilinger, UGI
- Brian Ravel, UGI
- Kathleen Iglar, UGI

Verification

I, **Elizabeth R. Marx**, legal counsel for the Coalition for Affordable Utility Services and Energy Efficiency (“CAUSE-PA”), on behalf of CAUSE-PA, 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).



On behalf of the Coalition for Affordable Utility
Services and Energy Efficiency in Pennsylvania

Date: April 22, 2026

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Duquesne Light Company for the :
Implementation of Automatic Enrollment for : Docket No. R-2024-3046523
LIHEAP Recipients in Customer Assistance :
Program : Docket No. P-2026-3061673

Certificate of Service

I hereby certify that I have this day served copies of the **Amended Answer of the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA)** upon the parties of record in the above captioned proceeding in accordance with the requirements of 52 Pa. Code § 1.54.

VIA EMAIL ONLY

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Respectfully Submitted,

PENNSYLVANIA UTILITY LAW PROJECT
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