

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
 MODEL PLAN
 SF - 424 - MANDATORY**

* 1.a. Type of Submission: <input checked="" type="radio"/> Plan	* 1.b. Frequency: <input checked="" type="radio"/> Annual	* 1.c. Consolidated Application/Plan/Funding Request? Explanation:	* 1.d. Version: <input checked="" type="radio"/> Initial <input type="radio"/> Resubmission <input type="radio"/> Revision <input type="radio"/> Update
		2. Date Received:	State Use Only:
		3. Applicant Identifier:	
		4a. Unique Entity Identifier (UEI) NJEKQK2U8ZJ5	5. Date Received By State:
		4b. Federal Award Identifier:	6. State Application Identifier:

7. APPLICANT INFORMATION

* a. Legal Name: Maine State Housing Authority

* b. Address:

* Street 1:	ENERGY AND HOUSING SERVICES	Street 2:	353 WATER ST.
* City:	AUGUSTA	County:	Kennebec
* State:	ME	Province:	
* Country:	United States	* Zip / Postal Code:	04330 - 4633

c. Organizational Unit:

Department Name: Energy and Housing Services	Division Name:
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d. Name and contact information of person to be contacted on matters involving this application: (person will be listed on Notice of Funding Awards and on the U.S. Department of Health and Human Services' LIHEAP contact list webpage)

* First Name: Sarah	* Last Name: Johnson
Title: Manager of Home Energy Assistance Programs	Organizational Affiliation:
* Telephone Number: 207-624-5777	Fax Number
* Email: sjohnson@mainehousing.org	

* 8. TYPE OF APPLICANT:
A: State Government

* a. Is the applicant a Tribal Consortium: Yes No

* b. If yes please attach at least one the following documentation:

	Catalog of Federal Domestic Assistance Number:	CFDA Title:
9. CFDA Numbers and Titles	93.568	Low-Income Home Energy Assistance Program

10. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
LIHEAP Administration

11. AREAS AFFECTED BY FUNDING:
Statewide

12. CONGRESSIONAL DISTRICTS OF APPLICANT:
2

13. FUNDING PERIOD:

a. Start Date: 10/01/2024	b. End Date: 09/30/2025
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* 14. IS SUBMISSION SUBJECT TO REVIEW BY STATE UNDER EXECUTIVE ORDER 12372 PROCESS?

a. This submission was made available to the State under Executive Order 12372
 Process for review on:

b. Program is subject to E.O. 12372 but has not been selected by State for review.

c. Program is not covered by E.O. 12372.

*15. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
 YES

NO

If Yes, explain:

16. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

****I Agree**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

17a. Typed or Printed Name and Title of Authorized Certifying Official
Daniel Brennan

17c. Telephone (area code, number and extension)

17d. Email Address
dbrennan@mainehousing.org

17b. Signature of Authorized Certifying Official



17e. Date Report Submitted (Month, Day, Year)
10/02/2024

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
 MODEL PLAN
 Section 1 - Program Components**

THE PAPERWORK REDUCTION ACT OF 1995 (Pub. L. 104-13) Use of this model plan is optional. However, the information requested is required in order to receive a Low Income Home Energy Assistance Program (LIHEAP) grant. Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, gathering and maintaining the data needed, and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Section 1 Program Components

Program Components, 2605(a), 2605(b)(1) - Assurance 1, 2605(c)(1)(C)

1.1 Check which components you will operate under the LIHEAP program.
 (Note: You must provide information for each component designated here as requested elsewhere in this plan.)

Dates of Operation

	Start Date	End Date
<input checked="" type="checkbox"/> Heating assistance	10/01/2024	09/30/2025
<input type="checkbox"/> Cooling assistance		
<input type="checkbox"/> Summer crisis assistance		
<input checked="" type="checkbox"/> Winter crisis assistance	11/01/2024	04/30/2025
<input type="checkbox"/> Year-round crisis assistance		
<input checked="" type="checkbox"/> Weatherization assistance	10/01/2024	03/31/2026

Provide further explanation for the dates of operation, if necessary

For Heating Assistance FFY2025, Subgrantees will begin taking applications on July 22, 2024 and will continue taking applications through May 31, 2025.
 Funding for the Weatherization Assistance component is made available to Subgrantees during the program year and is obligated for use through 3/31/2026 or as extended by contract.

Estimated Funding Allocation, 2604(C), 2605(k)(1), 2605(b)(9), 2605(b)(16) - Assurances 9 and 16

1.2 Estimate what amount of available LIHEAP funds will be used for each component that you will operate: The total of all percentages must add up to 100%.

	Percentage (%)	Prior year totals
Heating assistance	62.00%	59.00%
Cooling assistance	0.00%	0.00%
Summer crisis assistance	0.00%	0.00%
Winter crisis assistance	4.00%	10.00%
Year-round crisis assistance	0.00%	0.00%
Weatherization assistance	15.00%	15.00%
Carryover to the following federal fiscal year	4.00%	7.00%
Administrative and planning costs	10.00%	8.00%
Services to reduce home energy needs including needs assessment (Assurance 16)	5.00%	1.00%
Used to develop and implement leveraging activities	0.00%	0.00%
TOTAL	100.00%	100.00%

Tribal grant recipients: direct-grant tribes, tribal organizations, or territories with allotments of \$20,000 or less may use for planning and administration up to 20% of the funds payable. Grant recipients that are direct grant tribes, tribal organizations, or territories with allotments over \$20,000 may use for planning and administration purposes up to 20% of the first \$20,000 (or \$4,000) plus 10% of the funds payable that exceeds \$20,000. Any administrative costs in excess of these limits must be paid from non-federal sources.

1.3 The funds reserved for winter crisis assistance that have not been expended by March 15 will be reprogrammed to:

<input checked="" type="checkbox"/>	Heating assistance	<input type="checkbox"/>	Cooling assistance
<input checked="" type="checkbox"/>	Weatherization assistance	<input type="checkbox"/>	Other (specify):

Categorical Eligibility, 2605(b)(2)(A) - Assurance 2, 2605(c)(1)(A), 2605(b)(8A) - Assurance 8

1.4 Do you consider households categorically eligible if at least one household member receives at least one of the following categories of benefits in the left column below? Yes No

If you answered "Yes" to question 1.4, you must complete the table below and answer questions 1.5 and 1.6.

	Heating	Cooling	Crisis	Weatherization
TANF	<input checked="" type="radio"/> Yes <input type="radio"/> No			
SSI	<input type="radio"/> Yes <input checked="" type="radio"/> No			
SNAP	<input checked="" type="radio"/> Yes <input type="radio"/> No			
Means-tested Veterans Programs	<input type="radio"/> Yes <input checked="" type="radio"/> No			

1.4a. - Provide your definition of categorical eligibility.

Maine utilizes the above categories of benefits to determine if a Household is Categorically Eligible. Households who enroll using Categorical Eligibility will have their benefit calculated based on the highest FPL allowable for each benefit type above. A Household may still choose to provide actual income documentation for benefit determination. From Chapter 24 Home Energy Assistance Program Rule: "Categorical Income Eligibility" means Household Members who are included on a Maine Department of Health and Human Services ("Maine DHHS") Notice of Decision for TANF or SNAP assistance will be considered income eligible for HEAP, as the Household Members' incomes have already been vetted. Household Members who are not included on the Notice of Decision must provide income documentation as outlined in this Rule and the HEAP Handbook.

1.5 Do you automatically enroll households without a direct annual application? Yes No

If Yes, explain:

1.6 How do you ensure there is no difference in the treatment of categorically eligible households from those not receiving other public assistance when determining eligibility and benefit amounts?

All applicants must provide the required application documentation regardless of receipt of other means of public assistance. Households who currently participate in one of the means-tested programs in Section 1.3 have the option of utilizing Categorical Income Eligibility when applying for LIHEAP. Households who enroll using Categorical Income Eligibility will have their benefit calculated based on the highest FPL allowable for each benefit type above. A Categorically Income Eligible Household may still choose to provide actual income documentation for benefit determination.

SNAP Nominal Payments

1.7a Do you allocate LIHEAP funds toward a nominal payment for SNAP households? Yes No

If you answered "Yes" to question 1.7a, you must provide a response to questions 1.7b, 1.7c, and 1.7d.

1.7b Amount of Nominal Assistance: \$21.00

1.7c Frequency of Assistance

- Once Per Year
- Once every five years
- Other - Describe:

1.7d How do you confirm that the household receiving a nominal payment has an energy cost or need?

Applicants residing in subsidized housing with heat included must provide documentation to verify the applicant has an indirect energy cost. This documentation may include a copy of a current lease or a copy of a current electric bill.

Determination of Eligibility - Countable Income

1.8. In determining a household's income eligibility for LIHEAP, do you use gross income or net income?

- Gross Income
- Net Income
- Other - Describe

1.9. Select all the applicable forms of countable income used to determine a household's income eligibility for LIHEAP

- Wages
- Self - Employment Income
- Contract Income
- Payments from mortgage or Sales Contracts
- Unemployment insurance

<input checked="" type="checkbox"/>	Strike Pay		
<input checked="" type="checkbox"/>	Social Security Administration (SSA) benefits		
<input checked="" type="checkbox"/>	Including MediCare deduction	<input type="checkbox"/>	Excluding MediCare deduction
<input checked="" type="checkbox"/>	Supplemental Security Income (SSI)		
<input checked="" type="checkbox"/>	Retirement / pension benefits		
<input type="checkbox"/>	General Assistance benefits		
<input type="checkbox"/>	Temporary Assistance for Needy Families (TANF) benefits		
<input type="checkbox"/>	Loans that need to be repaid		
<input checked="" type="checkbox"/>	Cash gifts		
<input type="checkbox"/>	Savings account balance		
<input checked="" type="checkbox"/>	One-time lump-sum payments, such as rebates/credits, winnings from lotteries, refund deposits, etc.		
<input checked="" type="checkbox"/>	Jury duty compensation		
<input checked="" type="checkbox"/>	Rental income		
<input type="checkbox"/>	Income from employment through Workforce Investment Act (WIA)		
<input type="checkbox"/>	Income from work study programs		
<input checked="" type="checkbox"/>	Alimony		
<input checked="" type="checkbox"/>	Child support		
<input checked="" type="checkbox"/>	Interest, dividends, or royalties		
<input checked="" type="checkbox"/>	Commissions		
<input type="checkbox"/>	Legal settlements		
<input type="checkbox"/>	Insurance payments made directly to the insured		
<input type="checkbox"/>	Insurance payments made specifically for the repayment of a bill, debt, or estimate		
<input checked="" type="checkbox"/>	Veterans Administration (VA) benefits		
<input type="checkbox"/>	Earned income of a child under the age of 18		
<input type="checkbox"/>	Balance of retirement, pension, or annuity accounts where funds cannot be withdrawn without a penalty.		
<input type="checkbox"/>	Income tax refunds		
<input type="checkbox"/>	Stipends from senior companion programs, such as VISTA		
<input type="checkbox"/>	Funds received by household for the care of a foster child		
<input type="checkbox"/>	Ameri-Corp Program payments for living allowances, earnings, and in-kind aid		
<input type="checkbox"/>	Reimbursements (for mileage, gas, lodging, meals, etc.)		

<input checked="" type="checkbox"/>	<p>Other</p> <p>Military Allotments</p> <p>Worker's Compensation</p>
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If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

1.10 Do you have an online application process? Yes No

1.10a If yes, describe the type of online application (Select all boxes that apply)

A PDF version of the application is available online and can be downloaded, filled out and mailed in for processing.

A state-wide online application that allows a customer to complete data entry and submit an application electronically for processing.

One or more locally available online applications that allows a customer to complete data entry and submit an application electronically for processing.

Online application that is also mobile friendly

Other, please describe

Please include a link(s) to a statewide application, if available:

<https://ecos.mainehousing.org>

1.10b Can all program components be applied for online? Yes No

If no, explain which components can and cannot be applied for online.

Households are able to apply online for Energy Assistance. Households will not be able to indicate that they are in need of crisis assistance and will be instructed to contact the subgrantee in their service area via messaging during the online application process. Households will also need to contact their Community Action Agency if they are interested in Assurance 16 or Weatherization services.

1.11 Do you have a process for conducting and completing applications by phone? Yes No

1.12 Do you or any of your subrecipients require in person appointments in order to apply? Yes No

If yes, please provide more information regarding why in-person appointments are required and in what circumstances they are required.

1.13 How can applicants submit documentation for verification? Select all that apply:

In-person

Mail

Email

Portal application

Other, please describe

Hidden for Section 1

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
 MODEL PLAN
 Section 2 - Heating Assistance**

Section 2 - Heating Assistance

Eligibility, 2605(b)(2) - Assurance 2

2.1 Designate the income eligibility threshold used for the heating component:

Add	Household size	Eligibility Guideline	Eligibility Threshold
1	1	State Median Income	60.00%
2	2	State Median Income	60.00%
3	3	State Median Income	60.00%
4	4	State Median Income	60.00%
5	5	State Median Income	60.00%
6	6	State Median Income	60.00%
7	7	State Median Income	60.00%
8	8	State Median Income	60.00%
9	9	State Median Income	60.00%
10	10	HHS Poverty Guidelines	150.00%
11	11	HHS Poverty Guidelines	150.00%
12	12	HHS Poverty Guidelines	150.00%

2.2 Do you have additional eligibility requirements for Heating Assistance?

Yes No

2.3 Check the appropriate boxes below and describe the policies for each.

Do you require an Assets test?

Yes No

If yes, describe: Do you have additional/differing eligibility policies for:

Renters?

Yes No

If yes, describe:

Renters Living in subsidized housing?

Yes No

If yes, describe:

Renters with utilities included in the rent?

Yes No

If yes, describe:

Do you give priority in eligibility to:

Older Adults (60 years or older)?

Yes No

If yes, describe:

Subgrantees will make a good faith effort during the first ninety (90) days to serve Households who have a direct energy cost and who contain a Household member who is an Older Adult, Individual with a Disability, or a Household that contains a young (6 years of age or younger) child.

Individuals with a disability?

Yes No

If yes, describe:

Subgrantees will make a good faith effort during the first ninety (90) days to serve Households who have a direct energy cost and who contain a Household member who is an Older Adult, Individual with a Disability, or a Household that contains a young (6 years of age or younger) child.

Young children?

Yes No

If yes, describe:

Subgrantees will make a good faith effort during the first ninety (90) days to serve Households who have a direct energy cost and who contain a Household member who is an Older Adult, Individual with a Disability, or a Household that contains a young (6 years of age or younger) child.

Households with high energy burdens?

Yes No

If yes, describe:

Other?

Yes No

If yes, describe:

Explanations of policies for each "yes" checked above:

Determination of Benefits 2605(b)(5) - Assurance 5, 2605(c)(1)(B)

2.4 Describe how you prioritize the provision of heating assistance to vulnerable populations, e.g., benefit amounts, early application periods, etc.

Intake/Application prioritization: Subgrantees will make a good faith effort during the first ninety (90) days to serve Households who have a direct energy cost and who contain a Household member who is an Older Adult, Individual with a Disability, or a Household that contains a young (6 years of age or younger) child.

Benefit Amount: Households where a member is an Older Adult, Individual with a Disability, or have a young child will be award additional priority points during benefit determination.

2.5 Check the variables you use to determine your benefit levels. (Check all that apply):

- Income
- Family (household) size
- Home energy cost or need:
 - Fuel type
 - Climate/region
 - Individual bill
 - Dwelling type
 - Energy burden (% of income spent on home energy)
 - Energy need
 - Other - Describe:

Benefit Levels, 2605(b)(5) - Assurance 5, 2605(c)(1)(B)

2.6 Describe estimated benefit levels for the fiscal year for which this plan applies. Please note: the maximum and minimum benefits must be shown in the payment matrix.

Minimum Benefit	\$88	Maximum Benefit	\$1,012
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2.7 Do you provide in-kind (e.g., blankets, space heaters) and/or other forms of benefits? Yes No

If yes, describe.

Subgrantees provide a number of in-kind and/or other benefits including private contributions for fuel assistance.

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
 MODEL PLAN
 Section 3 - Cooling Assistance**

Section 3 - Cooling Assistance

Eligibility, 2605(c)(1)(A), 2605 (b)(2) - Assurance 2

3.1 Designate The income eligibility threshold used for the Cooling component:

Add	Household size	Eligibility Guideline	Eligibility Threshold
1			0.00%

3.2 Do you have additional eligibility requirements for Cooling assistance? Yes No

3.3 Check the appropriate boxes below and describe the policies for each.

Do you require an Assets test? Yes No

If yes, describe:

Do you have additional/differing eligibility policies for:

Renters? Yes No

If yes, describe:

Renters Living in subsidized housing? Yes No

If yes, describe:

Renters with utilities included in the rent? Yes No

If yes, describe:

Do you give priority in eligibility to:

Older Adults (60 years or older)? Yes No

If yes, describe:

Individuals with a disability? Yes No

If yes, describe:

Young children? Yes No

If yes, describe:

Households with high energy burdens? Yes No

If yes, describe:

Other? Yes No

If yes, describe:

Explanations of policies for each "yes" checked above:

3.4 Describe how you prioritize the provision of cooling assistance to vulnerable populations, e.g., benefit amounts, early application periods, etc.

Determination of Benefits 2605(b)(5) - Assurance 5, 2605(c)(1)(B)

3.5 Check the variables you use to determine your benefit levels. (Check all that apply):

Income

Family (household) size

Home energy cost or need:

Fuel type

Climate/region

Individual bill

Dwelling type

Energy burden (% of income spent on home energy)

Energy need

Other - Describe:

Benefit Levels, 2605(b)(5) - Assurance 5, 2605(c)(1)(B)

3.6 Describe estimated benefit levels for the fiscal year for which this plan applies. *Please note: the maximum and minimum benefits must be shown in the payment matrix.*

Minimum Benefit	\$0	Maximum Benefit	\$0
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3.7 Do you provide in-kind (e.g., fans, air conditioners) and/or other forms of benefits? Yes No

If yes, describe.

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
 MODEL PLAN
 Section 4 - Crisis Assistance**

Section 4: CRISIS ASSISTANCE

Eligibility - 2604(c), 2605(c)(1)(A)

4.1 Designate the income eligibility threshold used for the crisis component

Add	Household size	Eligibility Guideline	Eligibility Threshold
1	1	State Median Income	60.00%
2	2	State Median Income	60.00%
3	3	State Median Income	60.00%
4	4	State Median Income	60.00%
5	5	State Median Income	60.00%
6	6	State Median Income	60.00%
7	7	State Median Income	60.00%
8	8	State Median Income	60.00%
9	9	State Median Income	60.00%
10	10	HHS Poverty Guidelines	150.00%
11	11	HHS Poverty Guidelines	150.00%
12	12	HHS Poverty Guidelines	150.00%

4.2 Provide your LIHEAP program's definition for determining a crisis.

If you administer multiple crisis assistance programs (winter, summer, and/or year-round), Include all program definitions.

From Chapter 24 Home Energy Assistance Program Rule: Energy Crisis shall have the same meaning as set forth in 42 U.S.C.A. §8622(3), as same may be amended from time to time.

Section 7.A. A Household may be eligible for ECIP if a Household Member's health and safety is threatened by an Energy Crisis situation on the Date of Application and the Household does not have the financial means to avert the Energy Crisis. The Household will not be eligible if: they have any other Heating System that is safe and operable and has a supply of product; they reside in Subsidized Housing with heat included or a Rental Unit with heat included (with the exception that if the Household has a utility disconnection notice that relates to the operation of the Heating System, they may receive ECIP to restore the utility); or they have an overpayment balance and have not entered into or complied with a repayment agreement. An Eligible Household under HEAP is income eligible for ECIP.

Section 7.B. An Energy Crisis includes:

- " Reading of ¼ tank or less on a standard 275 gallon heating oil tank;
- " Reading of 25% or less on a propane tank;
- " 7-day or less supply for other delivered Home Energy types; and
- " A utility disconnection notice that relates to the operation of the Heating System

4.3 What constitutes a life-threatening crisis?

From Chapter 24 Home Energy Assistance Program Rule: "Life Threatening Crisis" means the household is currently without heat or utility service to operate a Heating Source or a Heating System.

Crisis Requirement, 2604(c)

4.4 Within how many hours do you provide an intervention that will resolve the energy crisis for eligible households? 48Hours

4.5 Within how many hours do you provide an intervention that will resolve the energy crisis for eligible households in life-threatening situations? 18Hours

Crisis Eligibility, 2605(c)(1)(A)

	Winter Crisis	Summer Crisis	Year-Round Crisis
4.6 Do you have additional eligibility requirements for Crisis Assistance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4.7 Check the appropriate boxes below to indicate type(s) of assistance provided

0			
Do you require an Assets test?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Do you give priority in eligibility to:			
Older Adults (60 years or older)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Individuals with a disability?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Young Children?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Households with high energy burdens?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In Order to receive crisis assistance:			
Must the household have received a shut-off notice or have a near empty tank?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Must the household have been shut off or have an empty tank?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Must the household have exhausted their regular heating benefit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Must renters with heating costs included in their rent have received an eviction notice?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Must heating/cooling be medically necessary?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Must the household have non-working heating or cooling equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you have additional/differing eligibility policies for:			
Renters?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Renters living in subsidized housing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Renters with utilities included in the rent?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explanations of policies for each "yes" checked above:			
<p>Section 7.B. An Energy Crisis includes:</p> <ul style="list-style-type: none"> • Reading of ¼ tank or less on a standard 275 gallon heating oil tank; • Reading of 25% or less on a propane tank; • 7-day or less supply for other delivered Home Energy types; and • A utility disconnection notice that relates to the operation of the Heating System <p>Crisis funds cannot be used to pay for Home Energy deliveries or Heating System repairs if the Applicant resides in Subsidized Housing with heat included or a Rental Unit with heat included (with the exception that if the Household has a utility disconnection notice that relates to the operation of the Heating System, they may receive ECIP to restore the utility).</p>			
Determination of Benefits			
4.8 How do you handle crisis situations?			
<input type="checkbox"/>	Separate component		
<input type="checkbox"/>	Benefit Fast Track, no separate amount of crisis funds is issued. Rather benefits are issued to crisis customers within crisis response time frames.		
<input checked="" type="checkbox"/>	Other - Describe: <p>If a household is in a crisis situation, and they have not yet had a LIHEAP intake appointment, the application is fast tracked. Crisis is also offered as a separate component in the event that a LIHEAP benefit does not provide enough to resolve the crisis or the LIHEAP Benefit has been exhausted.</p>		
4.9 If you have a separate component, how do you determine crisis assistance benefits?			
<input type="checkbox"/>	Amount to resolve the crisis. \$0		
<input checked="" type="checkbox"/>	Other - Describe: <p>The maximum crisis benefit amount is determined annually based on economic conditions, available funding, and the average cost of a minimum delivery of home energy. The amount the Household will receive will be the amount necessary to resolve the energy crisis up to the annual maximum Crisis benefit amount.</p>		
Crisis Requirements, 2604(c)			
4.10 Do you accept applications for energy crisis assistance at sites that are geographically accessible to all households in the area to be served?			
<input checked="" type="radio"/> Yes <input type="radio"/> No Explain.			
<p>Subgrantees maintain offices in all counties across the state as well as alternative remote offices, they offer services to homebound applicants, have the ability to take applications over the phone and accept documentation electronically.</p>			
4.11 Do you provide individuals who are individuals with a disability the means to:			
Submit applications for crisis benefits without leaving their homes?			

Yes No

If No, explain.

Travel to the sites at which applications for crisis assistance are accepted?

Yes No

If No, explain.

In person applications for crisis assistance are not necessary. An applicant may seek assistance with the crisis over the phone.

If you answered "No" to both options in question 4.11, please explain alternative means of intake to those who are homebound or physically disabled?

Benefit Levels, 2605(c)(1)(B)

4.12 Indicate the maximum benefit for each type of crisis assistance offered.

Winter Crisis \$800.00 maximum benefit

Summer Crisis \$0.00 maximum benefit

Year-round Crisis \$0.00 maximum benefit

4.13 Do you provide in-kind (e.g. blankets, space heaters, fans) and/or other forms of benefits?

Yes No If yes, Describe

If the crisis cannot be resolved within the required timeframe, space heaters may be provided for the household's use until such time as a fuel delivery can be made or the heating system repaired.

4.14 Do you provide for equipment repair or replacement using crisis funds?

Yes No

If you answered "Yes" to question 4.14, you must complete question 4.15.

4.15 Check appropriate boxes below to indicate type(s) of assistance provided.

	Winter Crisis	Summer Crisis	Year-round Crisis
Heating system repair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heating system replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooling system repair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooling system replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wood stove purchase	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pellet stove purchase	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solar panel(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utility poles / gas line hook-ups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Specify): Gas line hook-ups	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4.16 Do any of the utility vendors you work with enforce a moratorium on shut offs?

Yes No

If you responded "Yes" to question 4.16, you must respond to question 4.17.

4.17 Describe the terms of the moratorium and any special dispensation received by LIHEAP clients during or after the moratorium period.

Maine Statute Title 35-A, §718: Winter terminations

A. "Disconnection prohibition period" means any time between November 15th and April 15th, or during any other period when, pursuant to rules adopted under section 704, the commission has prohibited a transmission and distribution utility from disconnecting residential customers or prohibited such disconnections without the permission from the consumer assistance and safety division. [PL 2021, c. 347, §1 (NEW); RR 2021, c. 1, Pt. A, §36 (RAL).]

B. "Residential customer" includes any customer account to which electric service is provided for residential purposes, regardless of whether the electricity received under that account is also used for business purposes. [PL 2021, c. 347, §1 (NEW); RR 2021, c. 1, Pt. A, §36 (RAL).]

PL 2021, c. 347, §1 (NEW); RR 2021, c. 1, Pt. A, §36 (RAL).]

2. Notice of winter disconnection. During a disconnection prohibition period, a transmission and distribution utility may not send or deliver, orally, on paper or electronically, to any residential customer of the utility any notice or communication that:

A. Provides for disconnection of the customer's electric service on a specified date or within a specified interval of time during a disconnection prohibition period, unless the utility has received the prior permission of the consumer assistance and safety division to make the disconnection on the specified date or within the specified interval of time; or [PL 2021, c. 347, §1 (NEW); RR 2021, c. 1, Pt. A, §36 (RAL).]

B. Makes any reference to disconnection or involuntary termination of the customer's electric service during a disconnection prohibition period, unless the notice or communication includes a prominent statement that disconnection of a residential customer's electric service during the disconnection prohibition period cannot take place without the advance permission of the consumer assistance and safety division, that the customer will be notified of any request for such permission and that the customer will have the opportunity to be heard by the consumer assistance and safety division. [PL 2021, c. 347, §1 (NEW); RR 2021, c. 1, Pt. A, §36 (RAL).]

[PL 2021, c. 347, §1 (NEW); RR 2021, c. 1, Pt. A, §36 (RAL).]

3. Past due accounts; assistance programs. Notwithstanding any provision of law to the contrary, the notice permitted under subsection 2 to a residential customer from a transmission and distribution utility is deemed a notice of disconnection for the purpose of establishing eligibility for certain emergency assistance programs, including, but not limited to, the emergency general assistance described in Title 22, chapter 1161 and the fuel assistance described in Title 30?A, chapter 201, subchapter 13.

[PL 2021, c. 347, §1 (NEW); RR 2021, c. 1, Pt. A, §36 (RAL).]

4.18 If you experience a natural disaster, do you intend to utilize LIHEAP crisis funds to address disaster related crisis situations? Yes No

If yes, describe

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
 MODEL PLAN
 Section 5 - Weatherization Assistance**

Section 5: WEATHERIZATION ASSISTANCE

Eligibility, 2605(c)(1)(A), 2605(b)(2) - Assurance 2

5.1 Designate the income eligibility threshold used for the Weatherization component

Add	Household Size	Eligibility Guideline	Eligibility Threshold
1	1	State Median Income	60.00%
2	2	State Median Income	60.00%
3	3	State Median Income	60.00%
4	4	State Median Income	60.00%
5	5	State Median Income	60.00%
6	6	State Median Income	60.00%
7	7	State Median Income	60.00%
8	8	State Median Income	60.00%
9	9	State Median Income	60.00%
10	10	HHS Poverty Guidelines	150.00%
11	11	HHS Poverty Guidelines	150.00%
12	12	HHS Poverty Guidelines	150.00%

5.2 Do you enter into an interagency agreement to have another government agency administer a WEATHERIZATION component? Yes No

5.3 If yes, name the agency and attach a copy of the Internal Agreement or Contract.

5.4 Is there a separate monitoring protocol for weatherization? Yes No

WEATHERIZATION - Types of Rules

5.5 Under what rules do you administer LIHEAP weatherization? (Check only one.)

Entirely under LIHEAP (not DOE) rules

Entirely under DOE WAP (not LIHEAP) rules

Mostly under LIHEAP rules with the following DOE WAP rule(s) where LIHEAP and WAP rules differ (Check all that apply):

Income Threshold

Weatherization of entire multi-family housing structure is permitted if at least 66% of units (50% in 2- & 4-unit buildings) are eligible units or will become eligible within 180 days

Weatherize shelters temporarily housing primarily low income persons (excluding nursing homes, prisons, and similar institutional care facilities).

Other - Describe:

Mostly under DOE WAP rules, with the following LIHEAP rule(s) where LIHEAP and WAP rules differ (Check all that apply.)

Income Threshold

Weatherization not subject to DOE WAP maximum statewide average cost per dwelling unit.

Weatherization measures are not subject to DOE Savings to Investment Ratio (SIR) standards.

Other - Describe:

Weatherization of entire multi-family housing structure is permitted if at least 66% of units (50% in 2- & 4-unit buildings) are eligible units or will become eligible within 180 days.

Weatherize shelters temporarily housing primarily low income persons (excluding nursing homes, prisons, and similar institutional care facilities).

Health & Safety and Incidental costs are not subject to DOE rules.

Eligibility, 2605(b)(5) - Assurance 5

5.6 Do you require an assets test? Yes No

5.7 Do you have additional/differing eligibility policies for :

Renters Yes No

Renters living in subsidized housing? Yes No

Renters with utilities included in the rent? Yes No

5.8 Do you give priority in eligibility to:

Older Adults? Yes No

Individuals with a disability? Yes No

Young Children? Yes No

House holds with high energy burdens? Yes No

Other? Yes No

If you selected "Yes" for any of the options in questions 5.6, 5.7, or 5.8, you must provide further explanation of these policies in the text field below.

5.6 Asset test: Applies to heating system replacement under the Central Heating Improvement Program activities (see attached - Section 5.5 Weatherization - revised) Program Guidance rev 09012023F.

Asset Test (Heating System Replacements Only)

1. Asset Limits The Applicant household will be required to contribute toward the cost of a Heating System replacement if the Applicant household has Countable Assets in excess of \$5,000 or \$50,000 if a member of the Applicant household is 60 years of age or older (or 55 years or older if the member is a member of an Indian Tribe). The same guidelines apply to non-occupying co-owner's countable assets. If there is a penalty to withdraw funds from an account the funds will not be part of the Countable Asset. Ex: funds from a retirement account when the declarant is younger than the age to withdraw (account documentation will be needed).

5.7 Renters and Renters living in subsidized housing with heat included (see attached - Section 5B Multifamily Weatherization - revised)WAP Program Guidance rev 03052024

B. 2-4 Unit Dwellings A rental dwelling containing 2 to 4 rental units is eligible for WAP if it is occupied by an eligible Household(s). Prior to conducting the energy audit, the CAA must verify the ownership of the unit/building and secure confirmation from the property owner.

(1) WAP funds may be used to weatherize rental dwellings provided at least 66 percent of residents in a three (3) unit property and 50 percent in a two (2) or four (4) unit property (determined on a building-by-building basis) meet WAP income guidelines.

(2) 2-4 unit dwellings are those with four (4) or less units, and three (3) stories or less.

(3) 2-4 unit dwellings will be prioritized similar to single-family: tenants with the highest energy use and highest energy burden (as a percentage of income) will receive priority.

1. Written Permission

Secure owner's and tenant's consent on the WAP Consent form to proceed with weatherization measures. Additionally, the owner and tenant are required to sign MaineHousing's Weatherization Rental Agreement before the CAA can proceed with weatherization.

5.8 Priority Applicant means a Household with a Direct Energy Cost as well as a member in the Household who is (i) 60 years of age or older, or (ii) is disabled, or (iii) 72 months (6 years of age) or under. (see attached - Section 5.5 Weatherization - revised) WAP Program Guidance rev 03052024

SECTION 3: PRIORITIZATION AND WAIT LIST REQUIREMENTS

A. Prioritization

Priority for weatherization services is identified through HEAT Enterprise, based on household composition, annual energy consumption usage for heat (cost), and poverty level. Households with an older adult person, a person with disabilities, and/or a child younger than six (6) years of age are given priority for weatherization services.

Benefit Levels

5.9 Do you have a maximum LIHEAP weatherization benefit/expenditure per household? Yes No

5.9a If yes, what is the maximum? \$0

5.10 Do you use an Average Cost per Unit (ACPU). Yes No

5.10a If so, what is the ACPU amount? \$0

Types of Assistance, 2605(c)(1), (B) & (D)

5.11 What LIHEAP weatherization measures do you provide ? (Check all categories that apply.)

<input checked="" type="checkbox"/> Weatherization needs assessments/audits	<input checked="" type="checkbox"/> Energy related roof repair
<input checked="" type="checkbox"/> Caulking and insulation	<input checked="" type="checkbox"/> Major appliance repairs
<input checked="" type="checkbox"/> Storm windows	<input checked="" type="checkbox"/> Major appliance replacement
<input checked="" type="checkbox"/> Furnace/heating system modifications/repairs	<input checked="" type="checkbox"/> Windows/sliding glass doors

<input checked="" type="checkbox"/> Furnace replacement	<input checked="" type="checkbox"/> Doors
<input type="checkbox"/> Cooling system modifications/repairs	<input checked="" type="checkbox"/> Water Heater
<input type="checkbox"/> Water conservation measures	<input type="checkbox"/> Cooling system replacement
<input type="checkbox"/> Roof top solar	<input type="checkbox"/> Community solar projects
<input checked="" type="checkbox"/> Compact florescent light bulbs	<input type="checkbox"/> Other - Describe:

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
MODEL PLAN
Section 6 - Outreach**

Section 6: Outreach, 2605(b)(3) - Assurance 3, 2605(c)(3)(A)

6.1 Select all outreach activities that you conduct that are designed to assure that eligible households are made aware of all LIHEAP assistance available:

Place posters/flyers in local and county social service offices, offices of aging, Social Security offices, VA, etc.

Publish articles in local newspapers or broadcast media announcements.

Include inserts in energy vendor billings to inform individuals of the availability of all types of LIHEAP assistance.

Mass mailing(s) to prior-year LIHEAP recipients.

Inform low income applicants of the availability of all types of LIHEAP assistance at application intake for other low-income programs.

Execute interagency agreements with other low-income program offices to perform outreach to target groups.

Web Posting

Email

Texting

Events

Social Media

Other (specify):

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
MODEL PLAN
Section 7 - Coordination**

Section 7: Coordination, 2605(b)(4) - Assurance 4

7.1 Describe how you will ensure that the LIHEAP program is coordinated with other programs available to low-income households (TANF, SSL, WAP, etc.).

<input checked="" type="checkbox"/>	Joint application for multiple programs (indicate programs included) WAP
<input checked="" type="checkbox"/>	Intake referrals to/from other programs (indicate programs included) WAP, LIAP
<input type="checkbox"/>	One - stop intake centers
<input type="checkbox"/>	Other - Describe:

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
 MODEL PLAN
 Section 8 - Agency Designation**

Section 8: Agency Designation, 2605(b)(6) - Assurance 6 (Required for state Grant recipients and the Commonwealth of Puerto Rico)

8.1 How would you categorize the primary responsibility of your State agency?

<input type="checkbox"/>	Administration Agency
<input type="checkbox"/>	Commerce Agency
<input type="checkbox"/>	Community Services Agency
<input type="checkbox"/>	Energy/Environment Agency
<input checked="" type="checkbox"/>	Housing Agency
<input type="checkbox"/>	State Department of Welfare (administers TANF, SNAP, and/or Medicaid)
<input type="checkbox"/>	Economic Development Agency
<input type="checkbox"/>	Other - Describe:

Include current list of subrecipient name, main office address (do not list P.O. Box), phone number, county(s) served, Congressional District, and UEI number. *Used for Near hotline and OCS Service Provider Tool and clearinghouse.*

Alternate Outreach and Intake, 2605(b)(15) - Assurance 15

If you selected "State Department of Welfare (administers TANF, SNAP, and/or Medicaid)" in question 8.1, you must complete questions 8.2, 8.3, and 8.4, as applicable.

8.2 How do you provide alternate outreach and intake for heating assistance?

Subgrantees partner with community-based programs including social service organizations and town offices to provide applicants with alternate venues to apply for heating assistance.

8.3 How do you provide alternate outreach and intake for cooling assistance?>

Not applicable.

8.4 How do you provide alternate outreach and intake for crisis assistance?

Subgrantees have other funds (non-LIHEAP) funds available to provide crisis assistance. Additionally, the subgrantees keep community partners informed about the availability of crisis assistance funds.

8.5 LIHEAP Component Administration.	Heating	Cooling	Crisis	Weatherization
8.5a Who determines client eligibility?	Community Action Agencies	Non-Applicable	Community Action Agencies	Community Action Agencies
8.5b Who processes benefit payments to gas and electric vendors?	State Housing Agency	Non-Applicable	State Housing Agency	
8.5c who processes benefit payments to bulk fuel vendors?	State Housing Agency	Non-Applicable	State Housing Agency	
8.5d Who performs installation of weatherization measures?				Other

Include a current list of subrecipient(s) name, main office address (do not list P.O. Box), phone number, county(s) served, Congressional District, and UEI number.

If any of your LIHEAP components are not centrally-administered by a state agency, you must complete questions 8.6, 8.7, 8.8, and, if applicable, 8.9.

8.6 What is your process for selecting local administering agencies?

Subgrantees will be selected annually based on the following criteria:

1. Experience with providing Fuel Assistance or similar programs to low-income persons;
2. Capacity to administer a timely and effective Fuel Assistance program for the intended Service Area;

3. Demonstrated capacity to adequately serve low-income persons residing in their Service Areas;
 4. The availability of other qualified entities to service a particular area;
 5. The geographic area customarily serviced by the potential subgrantee;
 6. Cost efficiency in administering a Fuel Assistance program;
 7. The ability to enhance accessibility to other low-income programs administered by the Subgrantee;
 8. Acceptable schedule for taking Applications; and
 9. The ability to perform outreach activities and serve homebound recipients.
- Subgrantee shall make annual, written applications to MaineHousing that address each of the above criteria.

8.7 How many local administering agencies do you use? 12

8.8 Have you changed any local administering agencies in the last year?

- Yes
 No

8.9 If so, why?

<input type="checkbox"/>	Agency was in noncompliance with Grant recipient requirements for LIHEAP -
<input type="checkbox"/>	Agency is under criminal investigation
<input type="checkbox"/>	Added agency
<input type="checkbox"/>	Agency closed
<input type="checkbox"/>	Other - describe

8.10 If a subrecipient is no longer providing LIHEAP, are you aware of prior-year LIHEAP funds being mismanaged or misspent? Yes No

8.10a If yes, please explain.

8.10b If you are aware, were other federal programs impacted such as CSBG, SSBG, Head Start, TANF, and Department of Energy Weatherization funding, etc.
 Yes No

8.10c If yes, please explain.

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
MODEL PLAN
Section 9 - Energy Suppliers**

Section 9: Energy Suppliers, 2605(b)(7) - Assurance 7

9.1 Do you make payments directly to home energy suppliers?

Heating Yes No

Cooling Yes No

Crisis Yes No

Are there exceptions? Yes No

If yes, Describe.

MaineHousing may issue direct checks to LIHEAP recipients who do not have a designated vendor in their area, who pay rent with heat included, or who receive their benefit for firewood.

MaineHousing and Subgrantees encourage recipients to apply their benefits to their electric utility account if their benefit cannot be used for their primary or secondary heating system and the eligible household is responsible for their electric utility bill. Benefits are determined based on a household's selected fuel type.

9.2 How do you notify the client of the amount of assistance paid?

Once the client's application has been approved for payment, MaineHousing mails a benefit notification letter to the Primary Applicant. The benefit notification letter will also be available through the application portal if the client has applied online. The benefit notification letter shall:

- State the Benefit amount;
- State the date the Benefit was sent to the Vendor;
- State the approved Home Energy type;
- State the time period for the Benefit;
- State the manner by which the Primary Applicant can request an appeal.

9.3 How do you assure that the home energy supplier will charge the eligible household, in the normal billing process, the difference between the actual cost of the home energy and the amount of the payment?

Vendor performance is ensured through Vendor Agreements, annual reports provided by contracted vendors, and on-site or desk monitoring. Additionally, vendors must submit detailed transaction reports with benefit returns to show delivery and payment activity/history for the LIHEAP client's account and must maintain a daily cash price log while an active vendor.

9.4 How do you assure that no household receiving assistance under this title will be treated adversely because of their receipt of LIHEAP assistance?

The contract between MaineHousing and the vendor explicitly prohibits discrimination. Participating vendors must agree not to discriminate against any eligible household regarding the extension of credit to purchase Home Energy or other services, the price of Home Energy or other services, or the terms or conditions of the delivery of Home Energy or other services solely on the basis of its being an eligible household. Any accusations of discrimination are investigated.

9.5. Do you make payments contingent on unregulated vendors taking appropriate measures to alleviate the energy burdens of eligible households?

Yes No

If so, describe the measures unregulated vendors may take.

Attach a copy of the template statewide vendor agreement or a policy that indicates local agreements must adhere to statewide policies and assurances. 

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
MODEL PLAN
Section 10 - Program, Fiscal Monitoring, and Audit**

Section 10: Program, Fiscal Monitoring, and Audit, 2605(b)(10)

10.1. How do you ensure good fiscal accounting and tracking of funds?

In order to ensure good fiscal accounting and tracking of all grants including LIHEAP, MaineHousing performs onsite and desk reviews of each subgrantee which include a review of agency fiscal policies and procedures; a reconciliation of billings submitted to agency general ledger detail and supporting documentation; and an examination of each subgrantee's Uniform Grant Guidance Audit (2CFR 200). Additionally, six-month Corrective Action Reviews are required in the event MaineHousing identifies significant compliance concerns with an individual subgrantee.

Each onsite visit may include an entrance and exit interview. Onsite monitoring includes, but is not limited to: review of the previous audit report to identify focus areas for the review; analyzing the data used by each subgrantee to determine client income eligibility and benefit determination; observation of the applicant intake process; and other monitoring steps to ensure overall program compliance. Additionally, desk reviews may be completed periodically and would include such things as checking application data residing in MaineHousing's centralized database for anomalies using pre-determined indicators or specific data points (i.e. duplicate addresses, certification outside the required 30 business day period, etc.).

The fair hearing process in place at MaineHousing provides an opportunity to conduct additional in-depth client file monitoring because a thorough analysis is completed by the MaineHousing staff of each filed complaint to ensure that the subgrantee followed program rules in determining client eligibility and benefit determination.

The monitoring of energy suppliers is conducted in a number of ways:

- Onsite visits to vendors (those deemed high risk as well as a sampling of others);
- Desk reviews of vendors: a random sample of client accounts are reviewed to assess the vendor practices and determine vendor risk rating;
- Review of submitted annual vendor reports using data points to identify anomalies;
- Review of transaction reports (delivery and payment activity) from May 1st forward for the benefit year(s) being returned.

After each conducted monitoring, MaineHousing issues a written report containing all findings to the subgrantee/vendor. The report will establish a reasonable time period for comment and the required corrective action(s) by the subgrantee/vendor.

Upon request from the subgrantee/vendor, MaineHousing will provide technical assistance in all areas needing corrective action.

Depending upon the significance of the issue(s), failure to comply with the required corrective action plans could result in a notice of termination of the contract.

Management of Vendor Refunds (Benefit Returns):

All benefit returns must be submitted to MaineHousing. Benefit returns are tracked and reconciled to the appropriate fiscal year. Any expired funds or any amounts exceeding the 10% carryover limit will be returned to DHHS.

10.1a Provide your definitions of the following:

Obligation

A contractually legal commitment for funding, payment, services or activities.

Expenditures

Payment made for the purposes of acquiring goods, services or to pay obligations.

Expenditure timeframe

The allowable time period to perform an obligation as set forth in contractual agreements.

Administrative costs

Necessary costs incurred performing activities for the program that are not directly related to processing of clients requested services. Typical examples would be preparing budgets, creating policies and procedures, attending planning meetings or professional development related to the program as well as indirect costs proportionally charged in relation to a cost allocation plan or fiscal policies.

Audit Process

10.2. Is your LIHEAP program audited annually under the Single Audit Act and OMB Circular A - 133?

Yes No

10.2a - if yes, describe your auditor selection process.

Auditor selection process follows MaineHousing procurement guidelines, which requires issuance of a request for proposals (RFP).

10.3. Describe any audit findings of the grant recipient (i.e. State/Tribe/Territory) rising to the level of material weakness or reportable condition cited in the single audits, inspector general reviews, or other government agency reviews from the most recently audited fiscal year.

No Findings

Finding	Type	Brief Summary	Resolved?	Action Taken
1				

10.4. Audits of Local Administering Agencies

What types of annual audit requirements do you have in place for local administering agencies/district offices? Select all that apply.

- Local agencies/district offices are required to have an annual audit in compliance with Single Audit Act and OMB Circular A-133
- Local agencies/district offices are required to have an annual audit (other than A-133)
- Local agencies/district offices' A-133 or other independent audits are reviewed by Grant recipient as part of compliance process.
- Grant recipient conducts fiscal and program monitoring of local agencies/district offices
- Local agencies and district offices are required to have an annual audit in compliance with Single Audit Act and OMB Circular A-133

Compliance Monitoring

10.5. Describe your monitoring process for compliance at each level below. Check all that apply.

Grant recipients have a policy in place for appropriate separation of duties and internal controls.

- Internal program review
- Departmental oversight
- Secondary review of invoices and payments
- Other program review mechanisms are in place. Describe:

Local Administering Agencies/District Offices:

- On - site evaluation
- Annual program review
- Monitoring through central database
- Desk reviews
- Client File Testing/Sampling
- Other program review mechanisms are in place. Describe:

10.6 Explain, or attach a copy of your local agency monitoring schedule and protocol.

MaineHousing's staff perform onsite and desk review audits of the subgrantees. These onsite audits allow for first-hand observation of program activity. Monitoring tasks include:

- Reviewing procedures and client file documentation
- Confirming and evaluating use of LIHEAP statewide database
- Verifying subgrantees are knowledgeable of regulations
- Confirming that quality of work meets minimum program standards

10.7. Describe how you select local agencies for monitoring reviews. Attach a risk assessment if subrecipients are utilized.

Site Visits:

Onsite program and fiscal monitoring reviews are conducted annually at all local agencies. Additional reviews may be conducted if major issues are identified during the annual review.

Desk Reviews:

MaineHousing conducts desk reviews throughout the program year to ensure compliance with program requirements. MaineHousing's staff conduct desk audits of the following application files:

Informal Reviews or Fair Hearing Requests: applicant submitted requests for an informal review or fair hearings will require that an individual, other than the one who made or approved the decision, review the file and documentation provided to determine accuracy.

Computer generated reports: MaineHousing generates periodic healthy data queries to identify and resolve potential compliance issues, for example, duplicate social security numbers, applicant/landlord same address, and medical deduction for analysis. The Program Compliance Office or Program Officers review these reports and application files as necessary.

Files involving reports of alleged fraud.

Files where questions arise during billing reviews of weatherization, Central Heating Improvement Program or Heat Pump Program jobs.

10.8. How often is each local agency monitored? *Please attach a monitoring schedule if one has been developed.*

Annually

10.9. How many local agencies are currently on corrective action plans? 0

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
MODEL PLAN
Section 11 - Timely and Meaningful Public Participation**

Section 11: Timely and Meaningful Public Participation, 2605(b)(12), 2605(C)(2)

11.1 How did you obtain input from the public in the development of your LIHEAP plan? Select all that apply.
Note: Tribes do not need to hold a public hearing but must ensure participation through other means.

- Tribal Council meeting(s)
- Public Hearing(s)
- Draft Plan posted to website and available for comment
- Hard copy of plan is available for public view and comment
- Comments from applicants are recorded
- Request for comments on draft Plan is advertised
- Stakeholder consultation meeting(s)
- Comments are solicited during outreach activities
- Other - Describe:

Public Hearings, 2605(a)(2) - For States and the Commonwealth of Puerto Rico Only

11.2 List the date and location(s) that you held public hearing(s) on the proposed use and distribution of your LIHEAP funds?

	Date	Event Description
1	05/21/2024	Public Hearing for Maine Chapter 24 HEAP Rule for the Low Income Home Energy Assistance Program held during the MaineHousing monthly board meeting both virtually and in person at 26 Edison Dr. Augusta ME.
2	06/18/2024	Public Hearing for State Model plan held during the MaineHousing monthly Board meeting both virtually and in person at 26 Edison Dr., Augusta, ME

11.3. How many parties commented on your plan at the hearing(s)? 0

11.4 Summarize the comments you received at the hearing(s).

no comments made

11.5 What changes did you make to your LIHEAP plan as a result of public participation and solicitation of input?

We did not make any changes due to no comments

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
MODEL PLAN
Section 12 - Fair Hearings**

Section 12: Fair Hearings, 2605(b)(13) - Assurance 13

12.1 How many fair hearings did the Grant recipient have in the prior federal Fiscal Year? 2

12.2 How many of those fair hearings resulted in the initial decision being reversed? 0

12.3 Describe any policy and/or procedural changes made in the last federal Fiscal Year as a result of fair hearings?

No policies or procedures were changed as a result of fair hearings.

12.4 Describe your fair hearing procedures for households whose applications are denied and/or not acted upon in a timely manner.

A denial for missing information will be rescinded if the required information is received by the Subgrantee within (15) fifteen business days from the written notification of denial. The Applicant may submit a written request for a Fair Hearing, but only in the following limited circumstances: the Applicant's claim for assistance was denied or not acted upon with reasonable promptness; the Applicant disputes the criteria used to calculate the amount of their Benefit; or the Applicant is required to refund an Overpayment.

Pursuant to the HEAP Act, 42 U.S.C. §8624(b)(13), MaineHousing will provide an Applicant an opportunity for a fair administrative hearing. Fair hearings shall be conducted in accordance with the Maine Administrative Procedures Act, Title 5, Chapter 375 by the Director of MaineHousing (or their designee) or such other contractor selected by MaineHousing. The parties may receive a transcript of the hearing upon payment of the reasonable cost for the production thereof.

Within thirty (30) calendar days of the hearing's conclusion the hearing officer will prepare a recommended hearing decision. Copies of the recommended decision will be provided to the Applicant.

A final decision and order will be made by the Director of MaineHousing in writing within sixty (60) calendar days of receipt of the hearing officer's recommendation. In the event the Director of MaineHousing presides over a hearing, they shall render their decision and order within sixty (60) calendar days of the hearing's conclusion or sixty (60) calendar days of the recommended decision. The Director's decision and order shall include findings of fact sufficient to apprise the parties of its basis. A copy of the decision and order will be provided promptly to each party to the proceeding or their representative of record. Written notice of the party's right to appeal the decision and other relevant information will be provided to the parties at the time of the decision and order. The decision and order will be implemented by the Subgrantee no later than ten (10) calendar days after receipt if it is in the Applicant's favor and otherwise forty-five (45) calendar days unless stayed on appeal.

12.5 When and how are applicants informed of these rights?

Applicants are notified of their fair hearing rights at the time of application. Fair hearing rights information is also provided to the applicant at the time of application, as part of the benefit notification, or as part of the denial notice.

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
MODEL PLAN
Section 13 - Reduction of Home Energy Needs**

Section 13: Reduction of home energy needs, 2605(b)(16) - Assurance 16

13.1 Describe how you use LIHEAP funds to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance?

Subgrantees may submit annual proposals for MaineHousing's consideration, describing their planned activities and expenses associated with providing services to applicants pursuant to Assurance 16 of the LIHEAP Act. Assurance 16 funds may only be used to fund activities that encourage and enable eligible households to reduce their home energy needs and thereby the need for energy assistance.

Only LIHEAP eligible households may receive Assurance 16 services. The services being funded by Assurance 16 must be energy related and may include family development case management and education activities. Subgrantees are required to have proper fiscal controls to ensure the LIHEAP funds are expended proportional to the overall funding sources using proper cost allocation methodology. There must be proper documentation of participation and a methodology to measure outcomes from the Assurance 16 activities.

Salaries and benefit costs for any staff providing services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance are allowable. Additionally, direct costs associated with providing these services, including supplies, equipment, postage, utilities, rental office space, and travel costs incurred for official business are also allowable.

Services that are already provided as part of the delivery of other federal programs cannot be charged to Assurance 16. Examples:

- Working with an electric utility to forestall a shut-off as part of providing an Energy Crisis Intervention Program (ECIP) benefit cannot be charged to Assurance 16 because this activity is already required and funded under ECIP.
- Outreach/Intake services, regardless of where they are provided, or who (which staff member/position) provides them, cannot be charged to Assurance 16. These activities are already required under HEAP fuel assistance, and therefore, do not provide an additional benefit to eligible households.
- Mailed out applications are not allowed to be charged to Assurance 16.
- Indirect charges cannot be charged to Assurance 16. Client referrals to other programs or resources that are not related to clients' home energy needs or do not reflect an additional net benefit for the client.

13.2 How do you ensure that you don't use more than 5% of your LIHEAP funds for these activities?

MaineHousing has established the following requirements to ensure compliance:

- Budget 5% of Maine's LIHEAP funds for Assurance 16 activities;
- Subgrant agreements specify the allocation amount for these activities;
- Subgrantees are required to submit budgets and work plans that outline their processes for administering these activities;
- Monitor subgrantees' expenditures monthly; and Subgrantee's record-keeping must demonstrate a direct link between services provided to clients and costs charged to Assurance 16. Salary costs for providing Assurance 16 services must be supported by timesheet documentation.

13.3 Describe the impact of such activities on the number of households served in the previous federal Fiscal Year.

MaineHousing provides its subgrantees with an opportunity to develop/submit proposals and funding requests for Assurance 16 (A16) initiatives. Six (6) subgrantees were awarded funds for Assurance 16 activities. Activities included short-term case management, comprehensive energy saving education/counseling, and providing participants with energy saving kits.

13.4 Describe the level of direct benefits provided to those households in the previous federal Fiscal Year.

Some subgrantees offer incentives to households who complete milestones/modules of financial literacy education and demonstrate a reduction in their home energy costs. Incentives range from \$50- \$425 (depending on the subgrantee's incentive model and the number of milestones achieved by a household) that are issued to the household's fuel or electricity vendor.

13.5 How many households received these services? 1043

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
 MODEL PLAN
 Section 14 - Leveraging Incentive Program**

Section 14:Leveraging Incentive Program, 2607(A)

14.1 Do you plan to submit an application for the leveraging incentive program?

Yes No

14.2 Describe instructions to any third parties and/or local agencies for submitting LIHEAP leveraging resource information and retaining records.

If leveraging awards become available, MaineHousing will collect leveraging information from subgrantees. Subgrantees will maintain and provide the following information:

1. Identify and describe each resource/benefit;
2. Identify the source(s) of each resource; and Describe the integration/coordination of each resource/benefit with the LIHEAP program, consistent with 1 or more of conditions A-H in 45 CFR 96.87(d)(2)(iii).

14.3 For each type of resource and/or benefit to be leveraged in the upcoming year that will meet the requirements of 45 C.F.R. § 96.87(d)(2)(iii), describe the following:

Resource	What is the type of resource or benefit ?	What is the source(s) of the resource ?	How will the resource be integrated and coordinated with LIHEAP?
1	Home Repair	State Funds	Home Repair funds are administered by the subgrantees operating the LIHEAP/Weatherization programs. MaineHousing's Home Repair Program funds may be used in conjunction with HEAP weatherization for repairs and weatherization measures.
2	Heating Assistance	Local organizations/partnerships including United Way, fuel vendors and faith based organizations	Subgrantees appropriate and distribute these funds to low-income households as supplements and/or alternatives to the LIHEAP program.
3	Discount rates and debt forgiveness for electricity	Maine's public utility companies	Coordinated through the utility company and subgrantee. Outreach and intake are incorporated in the LIHEAP application process.
4	Winterization Assistance	Donations from local faith-based organizations and other organizations.	Donated materials or volunteer labor for the installation of winterization measures.
5	In-kind and other benefits, including blankets, sleepers, snow suits and sweatshirts which are intended to improve client comfort and reduce heating costs.	Fund-raising initiatives and drives; examples Project Santa and American Red Cross	Subgrantees ensure LIHEAP clients are aware of and have access to these benefits.

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
MODEL PLAN
Section 15 - Training**

Section 15: Training

15.1 Describe the training you provide for each of the following groups:

a. Grant recipient Staff:

Formal training provided virtually, on-site, and/or formal training conference

How often?

Annually

Biannually

As needed

Other, describe:

Employees are provided with policy manual

Other, describe:

MaineHousing's participation in monthly Maine Community Action Partner's Energy Council meetings provides a venue for additional training and feedback throughout the program year.

b. Local Agencies:

Formal training provided virtually, on-site, and/or formal training conference

How often?

Annually

Biannually

As needed

Other, describe:

On-site training

How often?

Annually

Biannually

As needed

Other, describe:

Employees are provided with policy manual

Other, describe:

MaineHousing provides annual LIHEAP training for Subgrantees. MaineHousing also provides training and technical assistance to all Subgrantees through regular monthly meetings and through monitoring visits. Additionally, MaineHousing will, upon request from the Subgrantee or in response to needs identified by MaineHousing, provide technical assistance.

c. Vendors

Formal training conference

How often?

Annually

Biannually

As needed

Other, describe:

Policies communicated through vendor agreements



Policies are outlined in a vendor manual



Other, describe:

MaineHousing provides annual training for vendors. MaineHousing also provides training and technical assistance to vendors through monitoring visits. Additionally, MaineHousing will, upon request from the vendor or in response to needs identified by MaineHousing, provide technical assistance.

15.2 Does your training program address fraud reporting and prevention?

Yes

No

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
MODEL PLAN
Section 16 - Performance Goals and Measures**

Section 16: Performance Goals and Measures, 2605(b) - Required for States Only

16.1 Describe your progress toward meeting the data collection and reporting requirements of the four required LIHEAP (Benefit Targeting Index, Burden Reduction Targeting Index, Restoration of Home Energy Service, and Prevention of Loss of Home Energy Service). Include timeframes and plans for meeting these requirements and what you believe will be accomplished in the coming federal fiscal year.

Energy Cost Data:

MaineHousing's centralized LIHEAP database and application documents require the following information: Main fuel type and vendor account number; As part of the application process applicants age 18 years or older are required to sign a release permitting the subgrantee and MaineHousing to provide information to and obtain information from other parties or agencies; and Electric utility account information.

Home Energy Consumption:

Per the vendor agreement, vendors are contractually obligated to submit Annual Consumption Reports to MaineHousing to report deliveries for a household's main fuel, from May 1 through April 30. The consumption data is entered/imported into MaineHousing's centralized LIHEAP database. Electricity vendors are required to provide non-heat usage data for clients. Household Income is entered into MaineHousing's centralized LIHEAP database. LIHEAP benefits are calculated by and stored in Maine's centralized LIHEAP database.

Home Energy Status

Crisis Assistance: MaineHousing's centralized LIHEAP database and Crisis application documents capture the number of households without home energy service (disconnected, out of fuel, inoperable equipment) and the number of households at risk of losing home energy (past due/disconnect notice, nearly out of fuel, at risk equipment).

Heating Assistance: MaineHousing's centralized LIHEAP database system supports collection and reporting of the LIHEAP Performance Measures Restoration and Prevention data requirements.

If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)
 MODEL PLAN
 Section 17 - Program Integrity**

Section 17: Program Integrity, 2605(b)(10)

17.1 Fraud Reporting Mechanisms

a. Describe all mechanisms available to the public for reporting cases of suspected waste, fraud, and abuse. Select all that apply.

- Online Fraud Reporting
- Dedicated Fraud Reporting Hotline
- Report directly to local agency/district office or Grant recipient office
- Report to State Inspector General or Attorney General
- Forms and procedures in place for local agencies/district offices and vendors to report fraud, waste, and abuse
- Other - Describe:

b. Describe strategies in place for advertising the above-referenced resources. Select all that apply

- Printed outreach materials
- Posted in local administering agencies offices.
- Addressed on LIHEAP application
- Website
- Other - Describe:
 The LIHEAP Handbook for subgrantees and the Vendor guide, which are distributed annually and maintained on MaineHousing's website portal to accommodate real-time changes, include information about reporting suspected fraud, misuse, and abuse.

17.2. Identification Documentation Requirements

a. Indicate which of the following forms of identification are required or requested to be collected from LIHEAP applicants or their household members.

Type of Identification Collected	Collected from Whom?					
	Applicant Only		All Adults in Household		All Household Members	
Social Security Card is photocopied and retained	<input type="checkbox"/>	Required	<input type="checkbox"/>	Required	<input checked="" type="checkbox"/>	Required
	<input type="checkbox"/>	Requested	<input type="checkbox"/>	Requested	<input type="checkbox"/>	Requested
Social Security Number (Without actual Card)	<input type="checkbox"/>	Required	<input type="checkbox"/>	Required	<input checked="" type="checkbox"/>	Required
	<input type="checkbox"/>	Requested	<input type="checkbox"/>	Requested	<input type="checkbox"/>	Requested
Government-issued identification card (i.e.: driver's license, state ID, Tribal ID, passport, etc.)	<input checked="" type="checkbox"/>	Required	<input type="checkbox"/>	Required	<input type="checkbox"/>	Required
	<input type="checkbox"/>	Requested	<input type="checkbox"/>	Requested	<input type="checkbox"/>	Requested

17.3. Citizenship/Legal Residency Verification

What are your procedures for ensuring LIHEAP recipients are U.S. citizens or qualified non-citizens who are eligible to receive LIHEAP benefits? Select all that apply.

- Clients sign an attestation of citizenship or U.S. Citizen or Qualified Non-Citizen
- Client's submission of certain Social Security Administration cards is accepted as proof of U.S. Citizen or Qualified Non-Citizen.
- Non-Citizens must provide documentation of immigration status
- Citizens must provide a copy of their birth certificate, naturalization papers, or passport

Non-Citizens are verified through the SAVE system

Tribal members are verified through Tribal enrollment records/Tribal ID card

Other - Describe:

1. The Applicant must also verify their identity. All documentation must be valid. Expired or absent documentation is not acceptable. If the documentation provided by the Applicant to verify citizenship or legal status bears a photograph of the Applicant, this will be acceptable to verify identity. Otherwise, ONE of the following documents will be acceptable:

1. The Applicant must also verify their identity. All documentation must be valid. Expired or absent documentation is not acceptable. If the documentation provided by the Applicant to verify citizenship or legal status bears a photograph of the Applicant, this will be acceptable to verify identity. Otherwise, ONE of the following documents will be acceptable:

- Driver's license
- SNAP electronic benefit transfer (EBT) card with photo
- State issued ID card
- U.S. Military ID
- Passport or passport card

If the documentation listed above is unavailable for the Applicant the Subgrantee may allow the Applicant to verify identity by providing TWO of the following documents:

- Adoption Decree
- Birth Certificate
- Divorce Decree
- Employer Identification Card
- Foreign School Record that contains a photograph
- High School or College Diploma
- Marriage Certificate
- Notice from a Public Benefits Agency (i.e. Notice of Decision from DHHS, Social Security Benefit Award Letter, MaineCare Award Letter)
- Property Deed or Title Document
- Social Security Card
- Union or Worker's Center Identification Card
- Voter Registration Card

	Other	Applicant Only Required	Applicant Only Requested	All Adults in Household Required	All Adults in Household Requested	All Household Members Required	All Household Members Requested
1	Applicant Identity Verification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17.4. Income Verification

What methods does your agency utilize to verify household income? Select all that apply.

Require documentation of income for all adult household members

Pay stubs

Social Security award letters

Bank statements

Tax statements

Zero-income statements

Unemployment Insurance letters

Other - Describe:

Odd Job Income Worksheet and/or Self-Employment Worksheet are used for applicable situations. Department of Labor history report required for all applicants who self-declare receipt of unemployment benefits. Applicants who claim zero income or self-declare they are unemployed must sign an affidavit. Applicants who self-declare receipt of Social Security income and/or Supplemental Security Income are required to provide a copy of their Social Security award letter.

Computer data matches:

<input type="checkbox"/>	Income information matched against state computer system (e.g., SNAP, TANF)
<input type="checkbox"/>	Proof of unemployment benefits verified with state Department of Labor
<input type="checkbox"/>	Social Security income verified with SSA
<input type="checkbox"/>	Utilize state directory of new hires
<input type="checkbox"/>	Other - Describe:

b. Describe any exceptions to the above policies.

17.5 Identification Verification

Describe what methods are used to verify the authenticity of identification documents provided by clients or household members. Select all that apply

<input type="checkbox"/>	Verify SSNs with Social Security Administration
<input type="checkbox"/>	Match SSNs with death records from Social Security Administration or state agency
<input type="checkbox"/>	Match SSNs with state eligibility/case management system (e.g., SNAP, TANF)
<input type="checkbox"/>	Match with state Department of Labor system
<input type="checkbox"/>	Match with state and/or federal corrections system
<input type="checkbox"/>	Match with state child support system
<input type="checkbox"/>	Verification using private software (e.g., The Work Number)
<input type="checkbox"/>	In-person certification by staff (for tribal Grant recipients only)
<input type="checkbox"/>	Match SSN/Tribal ID number with tribal database or enrollment records (for tribal Grant recipients only)

Other - Describe:

1. The Applicant must also verify their identity. All documentation must be valid. Expired or absent documentation is not acceptable. If the documentation provided by the Applicant to verify citizenship or legal status bears a photograph of the Applicant, this will be acceptable to verify identity. Otherwise, ONE of the following documents will be acceptable:

- Driver's license
- SNAP electronic benefit transfer (EBT) card with photo
- State issued ID card
- U.S. Military ID
- Passport or passport card

If the documentation listed above is unavailable for the Applicant the Subgrantee may allow the Applicant to verify identity by providing TWO of the following documents:

- Adoption Decree
- Birth Certificate
- Divorce Decree
- Employer Identification Card
- Foreign School Record that contains a photograph
- High School or College Diploma
- Marriage Certificate
- Notice from a Public Benefits Agency (i.e. Notice of Decision from DHHS, Social Security Benefit Award Letter, MaineCare Award Letter)
- Property Deed or Title Document
- Social Security Card
- Union or Worker's Center Identification Card
- Voter Registration Card

17.6. Protection of Privacy and Confidentiality

Describe the financial and operating controls in place to protect client information against improper use or disclosure. Select all that apply.

<input checked="" type="checkbox"/>	Policy in place prohibiting release of information without written consent
<input checked="" type="checkbox"/>	Grant recipient LIHEAP database includes privacy/confidentiality safeguards
<input checked="" type="checkbox"/>	Employee training on confidentiality for:
<input checked="" type="checkbox"/>	Grant recipient employees
<input checked="" type="checkbox"/>	Local agencies/district offices
<input checked="" type="checkbox"/>	Employees must sign confidentiality agreement
<input checked="" type="checkbox"/>	Grant recipient employees
<input checked="" type="checkbox"/>	Local agencies/district offices
<input checked="" type="checkbox"/>	Physical files are stored in a secure location

- Electronic files are protected in a secure location.
- Other - Describe:
Mandatory cybersecurity training for all users of MaineHousing's centralized LIHEAP database system.

17.7. Verifying the Authenticity

What policies are in place for verifying vendor authenticity? Select all that apply.

- All vendors must register with the State/Tribe.
- All vendors must supply a valid SSN or TIN/W-9 form
- Vendors are verified through energy bills provided by the household
- Grant recipient and/or local agencies/district offices perform physical monitoring of vendors
- Other - Describe and note any exceptions to policies above:

MaineHousing runs a background check for all new vendors to verify there are no civil or federal judgments or bankruptcies.

Contracts are made only with vendors who possess the ability to perform successfully under the terms and conditions of a proposed procurement with consideration given to matters such as vendor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources. All vendors must supply valid TIN number, or Social Security number, in the contracting process.

17.8. Benefits Policy - Gas and Electric Utilities

What policies are in place to protect against fraud when making benefit payments to gas and electric utilities on behalf of clients? Select all that apply.

- Applicants required to submit proof of physical residency
- Applicants must submit current utility bill
- Data exchange with utilities that verifies:
 - Account ownership
 - Consumption
 - Balances
 - Payment history
- Account is properly credited with benefit
- Other - Describe:
- Centralized computer system/database tracks payments to all utilities
- Centralized computer system automatically generates benefit level
- Separation of duties between intake and payment approval
- Payments coordinated among other energy assistance programs to avoid duplication of payments
- Payments to utilities and invoices from utilities are reviewed for accuracy
- Computer databases are periodically reviewed to verify accuracy and timeliness of payments made to utilities
- Direct payment to households are made in limited cases only
- Procedures are in place to require prompt refunds from utilities in cases of account closure
- Vendor agreements specify requirements selected above, and provide enforcement mechanism
- Other - Describe:

17.9. Benefits Policy - Bulk Fuel Vendors

What procedures are in place for averting fraud and improper payments when dealing with bulk fuel suppliers of heating oil, propane, wood, and other bulk fuel vendors? Select all that apply.

- Vendors are checked against an approved vendors list
- Centralized computer system/database is used to track payments to all vendors
- Clients are relied on for reports of non-delivery or partial delivery
- Two-party checks are issued naming client and vendor
- Direct payment to households are made in limited cases only
- Vendors are only paid once they provide a delivery receipt signed by the client

<input checked="" type="checkbox"/>	Conduct monitoring of bulk fuel vendors
<input checked="" type="checkbox"/>	Bulk fuel vendors are required to submit reports to the grant recipient.
<input checked="" type="checkbox"/>	Vendor agreements specify requirements selected above, and provide enforcement mechanism
<input type="checkbox"/>	Other - Describe:
17.10. Investigations and Prosecutions	
Describe the Grant recipients procedures for investigating and prosecuting reports of fraud, and any sanctions placed on clients, staff, or vendors found to have committed fraud. Select all that apply.	
<input type="checkbox"/>	Refer to state Inspector General
<input checked="" type="checkbox"/>	Refer to local prosecutor or state Attorney General
<input type="checkbox"/>	Refer to US DHHS Inspector General (including referral to OIG hotline)
<input checked="" type="checkbox"/>	Local agencies/district offices or Grant recipient conduct investigation of fraud complaints from public
<input checked="" type="checkbox"/>	Grant recipient attempts collection of improper payments. If so, describe the recoupment process
<p>MaineHousing will investigate all reported Errors and Program Abuse. If there is documented information to indicate Errors and Program Abuse, MaineHousing will notify the Applicant and provide them an opportunity to respond. Based on the response, MaineHousing will determine what, if any, appropriate action should be taken. Once Errors and Program Abuse is confirmed or if an Applicant fails to respond to inquiries regarding suspected Errors and Program Abuse, an overpayment will be calculated and communicated to the Applicant. In addition to the overpayment, the communication will include: 1) the facts surrounding the decision, 2) the reason for the decision, and 3) the manner by which the Applicant can request an appeal. MaineHousing may investigate the previous three (3) Program Years from the Date of Discovery. The overpayment may include any or all of those three (3) years.</p> <p>An Applicant may request a Fair Hearing to dispute an Overpayment. The Applicant must submit to MaineHousing a written request for a fair hearing no later than thirty (30) calendar days from the postmark date of the first notification from MaineHousing of suspected Errors and Program Abuse.</p> <p>MaineHousing will pursue recoupment of Overpayments by any and all of the following:</p> <ul style="list-style-type: none"> • Applicant may pay MaineHousing the full amount of an Overpayment. • Applicant may enter into a payment arrangement. Minimum monthly payment allowed will be set at \$5.00 a month. • Despite the existence of a repayment agreement, MaineHousing will recoup 50% of any current Benefits and 50% future Benefits to offset against an overpayment balance until the overpayment has been paid in full. • MaineHousing will recoup Benefits on account with the Applicant's Vendor to offset against an overpayment balance. • When Applicant fails to repay overpayment, the case may be referred to other internal and external groups for additional action. MaineHousing may close an overpayment for any of the following reasons: Overpayment has been paid in full; • The overpayment is determined to be invalid based on a fair hearing decision or a court decision; or All adult persons(s) responsible for overpayment are deceased. 	
<input checked="" type="checkbox"/>	Clients found to have committed fraud are banned from LIHEAP assistance. For how long is a household banned? Until any overpayment has been resolved.
<input type="checkbox"/>	Contracts with local agencies require that employees found to have committed fraud are reprimanded and/or terminated
<input checked="" type="checkbox"/>	Vendors found to have committed fraud may no longer participate in LIHEAP
<input type="checkbox"/>	Other - Describe:
If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.	

Section 18: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-- Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.BrBbr.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it

determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-- Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or

agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion- -Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By checking this box, the prospective primary participant is providing the certification set out above.

Section 19: Certification Regarding Drug-Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the Grant recipient is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the Grant recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For Grant recipients other than individuals, Alternate I applies.
4. For Grant recipients who are individuals, Alternate II applies.
5. Workplaces under grants, for Grant recipients other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the Grant recipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Grant recipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Grant recipients drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the Grant recipient shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grant recipients attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the

Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

***Conviction* means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;**

***Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;**

***Employee* means the employee of a Grant recipient directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the Grant recipients payroll. This definition does not include workers not on the payroll of the Grant recipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Grant recipients payroll; or employees of subrecipients or subcontractors in covered workplaces).**

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grant recipients Other Than Individuals)

The Grant recipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grant recipients workplace and specifying the actions that will be taken against employees for violation of such prohibition;**
- (b) Establishing an ongoing drug-free awareness program to inform employees about --**
 - (1) The dangers of drug abuse in the workplace;**
 - (2) The Grant recipients policy of maintaining a drug-free workplace;**
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;****and**
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;**
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);**
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --**
 - (1) Abide by the terms of the statement; and**
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;**
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;**
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --(1) Taking appropriate personnel action against such an employee, up to and including**

termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(B) The Grant recipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (*That this must be physical address. No PO Boxes allowed.*)

26 Edison Dr
* Address Line 1

Address Line 2

Address Line 3

Augusta
* City

ME
* State

04330
* Zip Code

Check if there are workplaces on file that are not identified here.

Alternate II. (Grant recipients Who Are Individuals)

(a) The Grant recipient certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21690, 21702, May 25, 1990]



By checking this box, the prospective primary participant is providing the certification set out above.

Section 20: Certification Regarding Lobbying

The submitter of this application certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By checking this box, the prospective primary participant is providing the certification set out above.

(1) use the funds available under this title to--

(A) conduct outreach activities and provide assistance to low income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, consistent with paragraph (5);

(B) intervene in energy crisis situations;

(C) provide low-cost residential weatherization and other cost-effective energy-related home repair;and

(D)plan, develop, and administer the State's program under this title including leveraging programs, and the State agrees not to use such funds for any purposes other than those specified in this title;

(2) make payments under this title only with respect to--

(A) households in which one or more individuals are receiving--

(i)assistance under the State program funded under part A of title IV of the Social Security Act;

(ii) supplemental security income payments under title XVI of the Social Security Act;

(iii) food stamps under the Food Stamp Act of 1977; or

(iv) payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or

(B) households with incomes which do not exceed the greater of -

(i) an amount equal to 150 percent of the poverty level for such State; or

(ii) an amount equal to 60 percent of the State median income;

(except that a State may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for such State, but the State may give priority to those households with the highest home energy costs or needs in relation to household income.

(3) conduct outreach activities designed to assure that eligible households, especially households with elderly individuals or disabled individuals, or both, and households with high home energy burdens, are made aware of the assistance available under this title, and any similar energy-related assistance available under subtitle B of title VI (relating to community services block grant program) or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 before the date of the enactment of this Act;

(4) coordinate its activities under this title with similar and related programs administered by the Federal Government and such State, particularly low-income energy-related programs under subtitle B of title VI (relating to community services block grant program), under the supplemental security income program, under part

A of title IV of the Social Security Act, under title XX of the Social Security Act, under the low-income weatherization assistance program under title IV of the Energy Conservation and Production Act, or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 before the date of the enactment of this Act;

(5) provide, in a timely manner, that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, taking into account family size, except that the State may not differentiate in implementing this section between the households described in clauses 2(A) and 2(B) of this subsection;

(6) to the extent it is necessary to designate local administrative agencies in order to carry out the purposes of this title, to give special consideration, in the designation of such agencies, to any local public or private nonprofit agency which was receiving Federal funds under any low-income energy assistance program or weatherization program under the Economic Opportunity Act of 1964 or any other provision of law on the day before the date of the enactment of this Act, except that

-

(A) the State shall, before giving such special consideration, determine that the agency involved meets program and fiscal requirements established by the State; and

(B) if there is no such agency because of any change in the assistance furnished to programs for economically disadvantaged persons, then the State shall give special consideration in the designation of local administrative agencies to any successor agency which is operated in substantially the same manner as the predecessor agency which did receive funds for the fiscal year preceding the fiscal year for which the determination is made;

(7) if the State chooses to pay home energy suppliers directly, establish procedures to --

(A) notify each participating household of the amount of assistance paid on its behalf;

(B) assure that the home energy supplier will charge the eligible household, in the normal billing process, the difference between the actual cost of the home energy and the amount of the payment made by the State under this title;

(C) assure that the home energy supplier will provide assurances that any agreement entered into with a home energy supplier under this paragraph will contain provisions to assure that no household receiving assistance under this title will be treated adversely because of such assistance under applicable provisions of State law or public regulatory requirements; and

(D) ensure that the provision of vendor payments remains at the option of the State in consultation with local Grant recipients and may be contingent on unregulated vendors taking appropriate measures to alleviate the energy burdens of eligible households, including providing for agreements between suppliers and individuals eligible for benefits under this Act that seek to reduce home energy costs, minimize the risks of home energy crisis, and encourage regular payments by individuals receiving financial assistance for home energy costs;

(8) provide assurances that,

(A) the State will not exclude households described in clause (2)(B) of this subsection from receiving home energy assistance benefits under clause (2), and

(B) the State will treat owners and renters equitably under the program assisted under this title;

(9) provide that--

(A) the State may use for planning and administering the use of funds under this title an amount not to exceed 10 percent of the funds payable to such State under this title for a fiscal year; and

(B) the State will pay from non-Federal sources the remaining costs of planning and administering the program assisted under this title and will not use Federal funds for such remaining cost (except for the costs of the activities described in paragraph (16));

(10) provide that such fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for Federal funds paid to the State under this title, including procedures for monitoring the assistance provided under this title, and provide that the State will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "Single Audit Act");

(11) permit and cooperate with Federal investigations undertaken in accordance with section 2608;

(12) provide for timely and meaningful public participation in the development of the plan described in subsection (c);

(13) provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under the plan described in subsection (c) are denied or are not acted upon with reasonable promptness; and

(14) cooperate with the Secretary with respect to data collecting and reporting under section 2610.

(15) * beginning in fiscal year 1992, provide, in addition to such services as may be offered by State Departments of Public Welfare at the local level, outreach and intake functions for crisis situations and heating and cooling assistance that is administered by additional State and local governmental entities or community-based organizations (such as community action agencies, area agencies on aging and not-for-profit neighborhood-based organizations), and in States where such organizations do not administer functions as of September 30, 1991, preference in awarding grants or contracts for intake services shall be provided to those agencies that administer the low-income weatherization or energy crisis intervention programs.

*** This assurance is applicable only to States, and to territories whose annual regular LIHEAP allotments exceed \$200,000. Neither territories with annual allotments of \$200,000 or less nor Indian tribes/tribal organizations are subject to Assurance 15.**

(16) use up to 5 percent of such funds, at its option, to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance, including needs assessments, counseling, and assistance with energy vendors, and report to the Secretary concerning the impact of such activities on the number of households served, the level of direct benefits provided to those households, and the number of households that remain unserved.



By checking this box, the prospective primary participant is agreeing to the Assurances set out above.

PLAN ATTACHMENTS

The following documents must be attached to this application

- Delegation Letter is required if someone other than the Governor or Chairman Certified this Report.

- Heating component benefit matrix, if applicable 

- Cooling component benefit matrix, if applicable

- Minutes, notes, or transcripts of public hearing(s) 

- Policy Manual 

- Subrecipient Contract.

- Model Plan Participation Notes for Tribes 

**MAINE STATE HOUSING AUTHORITY
HOME ENERGY ASSISTANCE PROGRAM**

**VENDOR AGREEMENT
(ELECTRICITY AND NATURAL GAS)**

1. PARTIES TO AGREEMENT.

- A. Agreement. Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State of Maine, with its offices at 26 Edison Drive, Augusta, Maine 04330 (“MaineHousing”) and _____ with its offices at (Street Address) _____ (P.O. Box, if any) _____ (Town or City, State, and Zip Code) _____ (Phone #) _____ (“Vendor”) hereby agree that the Vendor will deliver Home Energy to Eligible Households receiving HEAP Benefits and TANF Fuel Supplemental Benefits, and provide additional services described in this Agreement that are authorized by MaineHousing or Subgrantee (as defined herein) and that MaineHousing will pay the Vendor for deliveries of Home Energy and such additional services in accordance with the terms and conditions of this Agreement (the “Agreement”).
- B. Taxpayer Identification Number. Vendor's federal income taxation Taxpayer Identification Number is _____.

2. DEFINITIONS.

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

- A. “Annual Consumption Report” means the annual report Vendor must submit to MaineHousing to report their HEAP customers’ Home Energy deliveries from May 1st through April 30th.
- B. “Benefit” or “Benefits” means the dollar amount of Fuel Assistance or TANF Fuel Supplemental Benefits assistance, or both, an Eligible Household receives.
- C. “Benefit Return Form” means the form prescribed or accepted by MaineHousing that requests the return of all or some part of a payment made to the Vendor under this Agreement.
- D. “Budget Plan” means an agreement between an Eligible Household and Vendor whereby the Eligible Household agrees to make level monthly payments based on its average monthly Home Energy usage over the past year.
- E. “Budget Plan Fees” means fees associated with a Budget Plan.
- F. “Close-out” means the reconciliation of receipts and use of all HEAP Fuel Assistance, TANF Fuel Supplemental Benefits assistance, and ECIP funds by

Vendor. It is Vendor's responsibility to keep this information by Eligible Household and provide it to MaineHousing upon request.

- G. "Credit Notification" means the document issued by MaineHousing or Subgrantee, as the case may be, that authorizes the Vendor to apply a credit to an Eligible Household's account under ECIP. At a minimum the Credit Notification shall identify the Eligible Household, the type of Home Energy, and the amount of ECIP benefit to be credited to the Eligible Household's customer account with the Vendor.
- H. "ECIP" means the Energy Crisis Intervention Program component of HEAP.
- I. "Eligible Household" means a Household that satisfies all eligibility and income requirements of the HEAP Act, TANF (if applicable) and the Rule.
- J. "HEAP" means Home Energy Assistance Program.
- K. "Home Energy" means a source of heating or electricity in a Dwelling Unit or a Rental Unit (each as defined in the Rule) that, for purposes of this Agreement, is either electricity or natural gas.
- L. "Incidental Costs" means costs of services billed to an Eligible Household by a Vendor related to the use or delivery of Home Energy including, but not limited to surcharges, penalty charges, reconnection charges, clean and repair service charges, security deposits, and insurance.
- M. "Life Threatening Crisis" means the household is currently without heat or utility service to operate a Heating Source or a Heating System.
- N. "Program Year" means the period of time corresponding to the federal fiscal year beginning October 1 and ending September 30.
- O. "Records" means any of the Vendor's books, documents, purchase orders, price quotes, invoices, contracts, payroll reports, financial statements, papers or things that are necessary or desirable for the procurement or delivery of Home Energy or other services authorized under HEAP, TANF, or ECIP, whether in paper, electronic, or any other form.
- P. "Rule" means the Home Energy Assistance Program Rule, Chapter 24 of the Rules of the Maine State Housing Authority, and any rule that may be adopted by MaineHousing concerning TANF Fuel Supplemental Benefits, as in effect from time to time.
- Q. "Subgrantee" means a public or private nonprofit agency, or municipality, selected by MaineHousing to operate and administer HEAP, and ECIP, in whole or in part, within the geographic area in which an Eligible Household resides.
- R. "TANF" means payments under the Temporary Assistance for Needy Families program as defined in 22 M.R.S., Chapter 1053-B, § 3762 et seq, as may be amended from time to time.
- S. "TANF Fuel Supplemental Benefits" means the Benefits that are funded with TANF funds pursuant to 22 M.R.S., Chapter 1053-B, § 3769-E.
- T. "Vendor" means the individual or entity, identified as such in Section 1 of this Agreement, that supplies Home Energy directly to an Eligible Household and includes any subsidiary or affiliate of such entity.

- U. “Vendor Voucher Report” means the document issued by MaineHousing or Subgrantee, as the case may be, that authorizes the Vendor to deliver Home Energy to an Eligible Household under HEAP or TANF. At a minimum, the Vendor Voucher Report shall identify the Eligible Household, the type of Home Energy to be delivered to the Eligible Household, and the amount of the Benefit to be credited to the Eligible Household’s customer account with the Vendor.

3. TERM OF AGREEMENT.

- A. Effective Date. The term of this Agreement begins on the date MaineHousing signs this Agreement.
- B. Termination Date. The term of this Agreement ends on the effective date of termination pursuant to Section 12 hereof. Notwithstanding the termination of this Agreement, the provisions of this Agreement necessary to effectuate fully the rights of MaineHousing hereunder, including without limitation audit rights and the right to recover HEAP, ECIP and TANF funds to which Vendor is not entitled hereunder, shall remain in effect for the period necessary to accomplish such objectives.

4. HEAP AND TANF FUEL SUPPLEMENTAL BENEFITS.

- A. Purpose. HEAP and TANF provide assistance to Eligible Households for the purchase of Home Energy unless the purchase is governed by Section 8 of this Agreement.
- B. Allowable Uses. Allowable uses of Benefits shall be limited to payment to the Vendor for delivery of Home Energy.

Benefits are available for use during each Program Year of issue and up until April 30 of the Program Year immediately following, but may also be applied to past due charges for Home Energy deliveries to the Eligible Household, with the oldest charges being paid first within the given Program Year and up until April 30 of the Program Year immediately following. Benefits cannot be applied to Incidental Costs and Budget Plan Fees. As part of the Annual Consumption Report process, Vendor must review Eligible Household accounts and identify any remaining Benefits that were issued in or prior to the preceding Program Year. All such unused Benefits must be returned to MaineHousing no later than June 30 of the Program Year immediately following.

- C. Unacceptable Uses:
 - 1. Benefits may not be sold, released or transferred, whether with or without an exchange of money or anything else of value, by an Eligible Household or the Vendor without prior written authorization from MaineHousing. MaineHousing will authorize a transfer only when circumstances arise that prevent the Eligible Household from using the Benefit and MaineHousing determines such transfer is in the best interest of the Eligible Household and is consistent with the intent of the HEAP Act and TANF, as applicable.
 - 2. Benefits cannot be used for Incidental Costs and Budget Plan Fees.
 - 3. Vendor shall not retain, absorb, write off, reduce, eliminate, or zero out any Benefit funds or credit balance remaining in an Eligible Household’s customer account, no matter how small such funds or credit balance may be, or take any other action intended to accomplish any of the preceding, including but not limited to (i) changing all or any part of the unit price of

the Home Energy delivered to the Eligible Household, (ii) changing all or any part of the number of units of Home Energy delivered to the Eligible Household, (iii) transferring any Benefit funds or credit balance to another vendor, to the accounts of other Eligible Households that are customers of Vendor, or to any other party other than MaineHousing. Vendor shall return all unused Benefit funds and credit amounts to MaineHousing as provided in this Agreement.

- D. Order of Priority for Using Benefit Funds. An Eligible Household's HEAP Benefit must be completely used up before any TANF Fuel Supplemental Benefits may be used to pay for Home Energy deliveries if the Eligible Household was determined eligible for both HEAP Benefits and TANF Fuel Supplemental Benefits in the same Program Year.

5. DELIVERIES OF HOME ENERGY.

- A. Delivery Authorization. Unless otherwise authorized by MaineHousing in writing the Vendor will only deliver the approved Home Energy type to the physical address stated on the Vendor Voucher Report or ECIP Credit Notification. If the Vendor delivers a Home Energy type to an address other than what is stated on the Vendor Voucher Report, the Vendor will not be allowed to use Benefits for those deliveries.
- B. Maximum Delivery Price. Vendor agrees to charge an Eligible Household the price normally charged for the Home Energy delivered to a household that is not eligible for Benefits living in the same service area as the Eligible Household.
- C. Vendor Budget Plans. Pricing and other terms and conditions of a Budget Plan offered to Eligible Households receiving Benefits must be the same as those offered to all of Vendor's other customers taking deliveries of the type of Home Energy specified in the Budget Plan, except that the Benefit set forth in the Vendor Voucher Report for an Eligible Household and credited to the Eligible Household's customer account may not be forfeited or applied to any penalty, liquidated damages, or other charge or amount for any unused quantity of prepaid Home Energy.
- D. Prohibited Discrimination. The Vendor agrees not to discriminate against any Eligible Household regarding the extension of credit to purchase Home Energy or other services, the price of Home Energy or other services, or the terms or conditions of the delivery of Home Energy or other services solely on the basis of its being an Eligible Household.

6. PAYMENT TO VENDOR.

- A. Payment. Subject to MaineHousing's receipt of HEAP funds from the Federal government or TANF funds from the Maine Department of Health and Human Services and the provisions of this Agreement, MaineHousing will pay to the Vendor the Benefit amount indicated in each Vendor Voucher Report issued by MaineHousing. Payments made by MaineHousing to the Vendor will be credited by the Vendor to the customer account of the Eligible Household identified in the Vendor Voucher Report. For convenience, MaineHousing may aggregate amounts payable to the Vendor under a Vendor Voucher Report, but the Vendor must credit Benefit amounts to the individual customer accounts of Eligible Households.
- B. HEAP Supplemental Payments. In the event that MaineHousing receives supplemental HEAP funds from the federal government, MaineHousing will allocate a portion of such funds to Vendor. Vendor will credit such supplemental HEAP funds to the customer accounts of Eligible Households in accordance with the

Vendor Voucher Report or any written instructions given to Vendor by
MaineHousing.

- C. Form of Payment. To the extent practicable, payments made to the Vendor by
MaineHousing hereunder will be made by electronic transfer to the bank account
designated by Vendor below:

Bank name: _____

Bank location: _____

Bank ABA routing number: _____

Name on account: _____

Vendor account number: _____

Type of Account: Checking Savings

7. **RETURN OF PAYMENTS.**

In the event Vendor receives a Benefit Return Form, from MaineHousing or Subgrantee
requesting the return to MaineHousing of Benefit amounts paid to Vendor for the accounts
of Eligible Households, Vendor shall return such Benefit amounts to MaineHousing on the
terms and conditions set forth in the Benefit Return Form.

In the event Vendor becomes aware of any of the following events affecting an Eligible
Household, Vendor must, within fifteen (15) business days of the date that Vendor becomes
aware of any such event, submit to MaineHousing a completed Benefit Return Form and
return any remaining Benefits paid to Vendor on behalf of the affected Eligible Household:

- a. the death of an individual who was the sole member of an Eligible Household;
- b. the institutionalization of an individual who was the sole member of an Eligible Household;
- c. Vendor's receipt of a written notice from an Eligible Household that it no longer desires to receive Home Energy deliveries from Vendor;
- d. Eligible Household has not received deliveries of Home Energy for twelve (12) consecutive months;
- e. Eligible Household's Benefit was issued before the previous Program Year but all or a portion remains unused by Eligible Household after April 30th of the subsequent Program Year
- f. Eligible Household has moved outside Vendor's service area;
- g. Vendor has been paid an excessive Benefit amount for the account of the Eligible Household.

Vendor shall return to MaineHousing all unused Benefit funds in its possession or custody,
whether directly or indirectly, within fifteen (15) business days of the termination of this
Agreement pursuant to Section 12 hereof.

All Benefit Return Forms should be accompanied by a written statement setting forth the
name and address of the Vendor and documentation evidencing: the name and address of
the Eligible Household; the Eligible Household's account number; the Benefit amount being

returned; a concise explanation for the return of funds; a detailed account summary showing delivery and payment activity from the twelve (12) months prior; and any other information required by MaineHousing related thereto.

8. **ECIP.**

- A. Purpose. ECIP assists Eligible Households confronted by weather-related and supply shortage emergencies and other household energy-related emergencies by providing limited amounts of Home Energy and related services.
- B. Allowable Uses. The availability of ECIP benefits is limited as follows:
 - 1. Payment to the Vendor for the delivery of Home Energy to an Eligible Household consistent with the purpose of ECIP, and payment of surcharges or fees associated with reconnecting service to the Eligible Household.
 - 2. Eligible Household may not exceed its maximum allowable annual ECIP benefit.
- C. Payments. Vendor agrees to deliver Home Energy or render services to an Eligible Household pursuant to the terms of the Credit Notification. Payment will be made after the Vendor makes delivery and returns Vendor's invoice for services rendered, written confirmation of the time/date service was restored or the disconnect order was cancelled and a billing statement listing all charges. MaineHousing shall make payment within ten (10) business days of Subgrantee entering the required information into the MaineHousing database.
- D. Benefit Limit. Vendor acknowledges and understands that the maximum allowable annual benefit per Eligible Household permitted under ECIP is prescribed by MaineHousing or Subgrantee.
- E. Time of Reconnection. Notwithstanding any other provision of this Agreement, reconnection of Home Energy services pursuant to this Section 8 must be made when prescribed by Subgrantee and in any case no later than eighteen (18) hours from the time of the request made by the Subgrantee if the Eligible Household is experiencing a Life Threatening Crisis, and forty-eight (48) hours in all other cases.

9. **RECORDKEEPING.**

- A. Maintenance and Availability. Vendor agrees to prepare, retain, make available, and supply to MaineHousing Records and other information necessary, as MaineHousing may determine, to audit and evaluate the Vendor's performance under this Agreement. Records shall be available for inspection and copying by MaineHousing at the Vendor's office during Vendor's regular business hours. In addition, upon MaineHousing's request, Vendor shall copy and submit to MaineHousing Records designated by MaineHousing in the form and within the time period required by MaineHousing. Records and information shall be in such form and shall be stored as may be prescribed by MaineHousing. In addition to the other rights of MaineHousing under this Section 9.A, MaineHousing, the United States Department of Health and Human Services, and the United States Inspector General and their respective representatives shall have access to all Records for the purpose of reviewing, examining, inspecting, investigating, auditing, copying, translating or transcribing any information contained therein. Vendor shall cooperate fully with any such action by the Federal government or MaineHousing, including copying and providing Records as may be required by any such government entity and its representatives.

- B. Retention. The Vendor shall retain the Records for a period of three (3) years after the Benefit or ECIP transaction date. This provision shall survive the termination of this Agreement.
- C. Content. At a minimum, Vendor agrees to prepare, retain and provide annually to MaineHousing Records consisting of each of the following:
1. The total amount and cost of Home Energy delivered to each Eligible Household annually from May 1st through April 30th. Annual Consumption Reports are due on the date prescribed by MaineHousing.
 2. The amount of payments for Home Energy and eligible services, including ECIP services, made on behalf of each Eligible Household by MaineHousing or Subgrantee.
 3. The amount of unexpended Benefits, by type, allocated to each Eligible Household.
- D. Access. With respect to any specified Eligible Household, Vendor agrees to provide documentation relative to the amount of Benefits, by type, and ECIP assistance, the amount of Home Energy and other services supplied as of a certain date, and the amount of remaining Benefits, by type, to the following upon their written request:
1. MaineHousing;
 2. Subgrantee; or
 3. the Eligible Household.

10. **REPORTS.**

Vendor agrees to submit, in such form as may be prescribed by MaineHousing, such reports or written answers to specific questions, surveys, or questionnaires as MaineHousing may determine necessary, on or before a date specified by MaineHousing.

11. **ADVERTISING.**

Vendor agrees not to advertise in a manner, or otherwise distribute or provide information, that implies that Fuel Assistance, TANF Fuel Supplemental Benefits, or ECIP assistance is available only through the Vendor, or that applications for Fuel Assistance, TANF Fuel Supplemental Benefits, or ECIP assistance are accepted by the Vendor, or to take any other action that misleads or tends to mislead the public with respect to the availability or operation of HEAP, TANF or ECIP.

12. **SUSPENSION, TERMINATION AND BAR.**

- A. Suspension by MaineHousing. Notwithstanding the provisions and procedure outlined in Section 13B below, MaineHousing shall have the right to suspend in whole or in part from time to time the Vendor's deliveries of Home Energy or the performance of other services provided by Vendor under this Agreement whenever MaineHousing determines, in its sole judgment, that such suspension is in MaineHousing's best interest. Any such suspension shall be effected by notice to the Vendor specifying the extent to which deliveries of Home Energy or other performance of the services under this Agreement are suspended and the date on which such suspension is effective.

- B. Termination for Convenience by MaineHousing. MaineHousing shall have the right to terminate this Agreement if MaineHousing determines, in its sole judgment, that such termination is in its best interest, without the need to follow the procedure outlined in Section 13B below. In the event MaineHousing determines that such termination is in its best interest, it shall give notice of termination to Vendor stating the effective date of termination. In the event of such termination, MaineHousing shall be obligated to pay Vendor only for Home Energy deliveries actually made and other services actually performed by Vendor to the effective date of termination, provided that such deliveries and services conform to the requirements of this Agreement. Without limiting in any way MaineHousing's rights under this Section 12.B, MaineHousing may, at any time during the term of this Agreement, send a Notice of Contract Completion to the Vendor setting forth the end date of the Agreement. In the event of termination of this Agreement, all unused Benefit funds held by Vendor for the accounts of Eligible Households must be returned to MaineHousing so that a Close-out audit can take place. Vendor shall not at any time transfer Benefit funds to another vendor, whether or not such other vendor has entered into a similar Vendor Agreement with MaineHousing, to the accounts of other Eligible Households that are customers of Vendor, or to any other party other than MaineHousing.
- C. Termination for Cause by MaineHousing. MaineHousing shall also have the right to terminate this Agreement immediately without the need to follow the procedures outlined in Section 13B below in the event MaineHousing determines, in its sole judgment, that Vendor has failed to perform one or more of its obligations under this Agreement, or for the breach of any warranty or representation made by Vendor under this Agreement, and such termination shall be effective on the date specified in a notice of termination given by MaineHousing to Vendor. In the event of termination of this Agreement, all unused Benefit funds held by Vendor for the accounts of Eligible Households must be returned to MaineHousing so that a Close-out audit can take place. Vendor shall not at any time transfer Benefit funds to another vendor, whether or not such other vendor has entered into a similar Vendor Agreement with MaineHousing, to the accounts of other Eligible Households that are customers of Vendor, or to any other party other than MaineHousing.
- D. Termination by the Vendor. The Vendor may terminate this Agreement only with the written consent of MaineHousing upon a minimum of thirty (30) days advance written notice to MaineHousing and an opportunity by MaineHousing to inspect the Records of the Vendor for a period of thirty (30) days after the receipt of such termination notice from Vendor. No consent of MaineHousing will be required in the event Vendor gives MaineHousing notice of its intent to cease doing business as a vendor of Home Energy, but MaineHousing shall still have the right to inspect the Vendor's Records during said thirty (30) day period. In the event Vendor terminates this Agreement without the required notice or any required consent of MaineHousing, such termination shall be a default of this Agreement by Vendor. In the event of termination of this Agreement, all unused Benefit funds held by Vendor for the accounts of Eligible Households must be returned to MaineHousing so that a Close-out audit can take place. Vendor shall not at any time transfer Benefit funds to another vendor, whether or not such other vendor has entered into a similar Vendor Agreement with MaineHousing, to the accounts of other Eligible Households that are customers of Vendor, or to any other party other than MaineHousing.
- E. Bar. MaineHousing may bar the Vendor from participation in any other fuel assistance programs administered by MaineHousing or its agents for the Vendor's failure to abide by the terms of this Agreement or for any malfeasance or

misfeasance with respect to the delivery of Home Energy or other services under HEAP, TANF, or ECIP.

13. PERFORMANCE BY VENDOR; DEFICIENCY NOTICE.

- A. Vendor shall perform each and every one of its obligations under this Agreement in a professional and workmanlike manner in accordance with the requirements set forth herein and shall conform to the standards of care applicable to the services provided hereunder.
- B. In the event MaineHousing determines, in its sole judgment, that Vendor has not performed in accordance with one or more of the requirements of this Agreement, MaineHousing will give Vendor a notice stating the respects in which Vendor's performance is deficient and the time period within which Vendor must conform its performance to the requirements of this Agreement (the "Deficiency Notice"). Notwithstanding any other provision of this Agreement, no Deficiency Notice shall be required for any deficiency not capable of being cured, in MaineHousing's sole judgment. In the event Vendor fails to correct deficiencies in its performance within the time specified in the Deficiency Notice, or no Deficiency Notice is required, MaineHousing shall have the right and option to exercise one or more of its rights and remedies for default by Vendor provided in this Agreement.

14. DEFAULT REMEDIES.

In addition to the right to terminate this Agreement as provided in Section 12.C hereof and the other rights and remedies of MaineHousing provided in this Agreement, in the event of default by Vendor in the performance of one or more of its obligations under this Agreement, MaineHousing may:

- a. withhold any further payments to Vendor;
- b. offset any amounts owed Vendor under this Agreement against any damages or costs incurred by MaineHousing as a result of Vendor's failure to perform its obligations under this Agreement, including but not limited to costs associated with procuring replacement services and attorneys' fees and legal costs;
- c. recover from Vendor all amounts paid to or otherwise obtained by Vendor as a result of any malfeasance or misfeasance by Vendor;
- d. bring an action against Vendor for specific performance to require Vendor to turn over to MaineHousing any Record that MaineHousing is entitled to inspect, copy, audit or receive hereunder or to enjoin Vendor from destroying or removing any such Record;
- e. bring an action against Vendor for specific performance to require Vendor to turn over to MaineHousing Benefit funds paid to Vendor under one or more Vendor Voucher Reports for credit to Eligible Household customer accounts with Vendor, including but not limited to unused Benefit funds held by Vendor for the accounts of Eligible Households, or to enjoin Vendor from withdrawing, disbursing, retaining, or transferring (other than to MaineHousing) such funds;
- f. suspend or terminate Vendor; or
- g. exercise any other right or remedy available to MaineHousing at law or in equity.

MaineHousing may, at its sole option, exercise one or more of such rights and remedies, either singly, simultaneously or sequentially, and the exercise of any right or remedy shall not preclude the exercise of any other right or remedy at any time.

15. CONFIDENTIAL INFORMATION.

- A. Confidentiality and Nondisclosure. Vendor shall keep confidential and shall not disclose, and shall cause its employees, officers, agents, contractors, subcontractors, and other representatives to keep confidential and not disclose, any information, whether written or oral, acquired by any of them relating to this Agreement, including without limitation information provided or submitted by an applicant for HEAP assistance, TANF Fuel Supplemental Benefits, or ECIP assistance or an Eligible Household receiving HEAP assistance, TANF Fuel Supplemental Benefits, or ECIP assistance, or by Subgrantee, MaineHousing, or any third party concerning any such applicant or Eligible Household.

All such information shall be confidential information under this Agreement without the need to specifically designate it as such. This provision shall survive the expiration or earlier termination of this Agreement.

- B. Legal Duty to Disclose. Nothing in this section shall be construed to prohibit the disclosure of any information that the Vendor is required to disclose pursuant to applicable law. In the event Vendor receives a request for disclosure of confidential information and such disclosure is required by law, Vendor shall, upon receiving such request, immediately notify MaineHousing thereof. Vendor shall not disclose such information until it has consulted with MaineHousing after providing such notice.
- C. Protection of Personally Identifiable Information. Vendor shall safeguard and protect from disclosure at all times, and shall cause its employees, officers, agents, contractors, subcontractors, subsidiaries or affiliates of Vendor and other representatives to safeguard and protect from disclosure at all times, all personally identifiable information (“PII”) about MaineHousing clients/applicants for MaineHousing services that could be used to determine or trace the identity of such individuals, including but not limited to the information described in the *Confidential Information clause*. Vendor shall take steps, including but not limited to the following, to safeguard and protect PII from disclosure:
1. Put measures in place to prevent the loss, theft, misappropriation or inadvertent disclosure of PII, such as restricting access to electronic files containing PII by implementing passwords or least privilege folder permissions, locking the screen or logging off computers or other electronic devices that have access to PII when unattended, removing documents that contain PII from printers or fax machines, not leaving paperwork containing PII on desks or other work areas unattended, placing paperwork containing PII in locked storage at the end of the business day, and shredding documents containing PII that are no longer needed (unless required to be retained pursuant to this Agreement).
 2. Encrypt all PII contained on mobile devices such as laptops, phones and tablets and other portable storage devices and media used, in whole or in part, whether such PII is contained in spreadsheets, e-mails, attachments, or otherwise.
 3. Send e-mail or e-mail attachments containing PII only if encrypted or only through a secure email server.
 4. When disposing of electronic devices that contain PII, ensure that any data residing on the equipment is irrevocably destroyed by removing and destroying or sanitizing

the hard drives, regardless of whether disposal is performed by a third-party, and whether equipment or devices are resold, refurbished, placed in a surplus disposal program, or “thrown away.”

5. Make employees, officers, agents, contractors, subcontractors and other representatives of Vendor who perform services under this Vendor Agreement aware that the responsibility to safeguard and protect PII applies at all times, whether or not they are at a work location during normal business hours.
6. Limit disclosure of PII only to those persons who have a direct need to know the PII in order to perform services under this Vendor Agreement and advise them to take steps to safeguard and protect PII from inadvertent disclosure and not to disclose any PII to other persons.
7. Vendor shall comply with all applicable state and federal laws, rules, and regulations in regards to protecting PII and shall cooperate with MaineHousing or state and federal entities in the investigation of any breach and any required reporting and notification of individuals regarding such incident. Vendor shall notify MaineHousing of any suspected data breach involving MaineHousing contracted systems or services within 48 hours. To the extent that a breach of PII is caused by Vendor, Vendor agrees to pay the cost of notification, as well as any financial costs and/or penalties incurred by MaineHousing as a result of such breach.

The provisions of this Section 15.C shall survive the expiration or earlier termination of this Agreement.

16. INDEMNIFICATION.

Vendor agrees to indemnify, defend and hold MaineHousing harmless from and against any and all claims, losses, damages, demands, suits, costs or judgments, including reasonable attorneys’ fees, arising out of any act or omission by the Vendor or its officers, agents, employees, contractors, or subcontractors or any other person or entity furnishing or supplying goods, services, materials or supplies in connection with the performance of this Agreement, including without limitation deliveries of Home Energy and heating system repair under ECIP. This provision shall survive the expiration or earlier termination of this Agreement.

17. SALE OF BUSINESS OR ASSETS.

Vendor shall give to MaineHousing notice by email, fax, or mail of any proposed sale of its business or its assets (such as customer accounts, business name, etc.) at least thirty (30) days in advance of the intended closing or completion date for the sale and shall also provide to MaineHousing a copy of any signed purchase and sale agreement at the time Vendor gives such notice to MaineHousing.

Vendor acknowledges that Benefit funds received by Vendor from MaineHousing or Subgrantee for the accounts of Eligible Households are assets of the federal or State government and are not assets or property of Vendor. Vendor agrees that it shall not at any time transfer Benefit funds to any other vendor, whether or not such other vendor has entered into a similar Vendor Agreement with MaineHousing, or to any other party other than MaineHousing. Prior to the time of the completion or closing of any such sale of its business or assets, Vendor shall return all unused Benefit funds held by Vendor for the accounts of Eligible Households to MaineHousing so that a Close-out audit can take place.

18. COMPLIANCE WITH LAWS.

Vendor warrants and represents that it shall comply with the Maine Housing Authorities Act, 30-A M.R.S. §4701, et seq.; the federal law and regulations that govern the HEAP and ECIP programs, including without limitation, 42 U.S.C. §§8621 - 8629, 45 C.F.R. §§96.1 through 96.68, and 45 C.F.R. §§96.80 - 96.89; the Rule; as may be amended or replaced from time to time; the Certifications set forth in Appendix A and B attached hereto and made a part hereof and executed by Vendor; and any other applicable provision of federal or Maine law.

If there are any changes to the Certifications made by Vendor in Appendix A and/or Appendix B, Vendor must immediately inform MaineHousing and complete new Certifications.

19. ENTIRE AGREEMENT AND SEVERABILITY.

This Agreement constitutes the entire agreement between MaineHousing and Vendor and supersedes any other contract, arrangement or understanding, written or oral, by and between the Vendor and MaineHousing for the services described herein for the term hereof. If any court determines that any provision of this Agreement is unenforceable, invalid or void, all other provisions of this Agreement not included in the court's determination shall remain in full force and effect, and both the Vendor and MaineHousing shall continue to be bound by them. Section and subsection headings in this Agreement have no legal significance and are only for convenient reference.

20. INDEPENDENT CONTRACTOR.

It is understood and agreed by the parties hereto that Vendor is acting in an independent capacity, as an independent contractor, in the performance of this Agreement, and not as an officer, agent or employee of MaineHousing.

21. ASSIGNMENT.

Vendor shall not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the express prior written consent of MaineHousing, which consent, if given, may include conditions that MaineHousing determines, in its sole judgment, are appropriate or necessary. Any such assignment or other similar action taken by Vendor without such prior written consent shall be null and void and shall not release Vendor from its obligations, responsibility and liability under this Agreement.

Notwithstanding any such consent given by MaineHousing, Vendor agrees that it shall not at any time transfer Benefit funds to any other vendor, whether or not such other vendor has entered into a similar Vendor Agreement with MaineHousing, or to any other party other than MaineHousing. Vendor shall return all unused Benefit funds held by Vendor for the accounts of Eligible Households to MaineHousing.

22. COPYRIGHT.

The United States Department of Health and Human Services, as the federal agency providing HEAP and ECIP funds to MaineHousing and TANF funds to the State of Maine that are being used to pay for Home Energy deliveries and other services provided by Vendor hereunder, shall have, pursuant to 45 C.F.R. §75.322, the right to obtain, reproduce, publish or otherwise use and to authorize others to receive, reproduce, publish or otherwise use, for Federal government purposes, all original written materials developed, generated or produced under this Agreement and paid with HEAP, TANF or ECIP funds.

23. AMENDMENTS.

The provisions of this Agreement may be amended only by mutual agreement of the parties hereto expressed in writing and signed by the parties.

24. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Maine and applicable federal law (excluding choice of law rules) both as to interpretation and performance.

25. NOTICES.

Any notice required or permitted under this Agreement shall be in writing and delivered in person, by fax, by e-mail, by postage prepaid registered or certified mail, return receipt requested, or by overnight United States mail or overnight commercial delivery service to the addresses set forth below.

To MaineHousing: Energy and Housing Services, Director
Maine State Housing Authority
26 Edison Drive
Augusta, Maine 04330-6046
Fax: 207-624-5780
E-mail: liheap@mainehousing.org

To the Vendor: _____ (Name of Vendor)
_____ (Person Signing)
_____ (Title/Person Signing)
_____ (E-mail Person Signing)
_____ (Name/Primary Contact)
_____ (Title of Primary Contact)
_____ (Vendor Address)
_____ (Vendor City, State, Zip)
_____ (Primary Contact Phone)
_____ (Primary Contact Fax)
_____ (Primary Contact E-mail)
_____ (E-mail address for ACR)
_____ (Benefit Return E-mail Contact)
_____ (ECIP Request E-mail Contact)
_____ (Upfront Request E-Mail Contact)
_____ (MH Notices E-mail Contact)

26. WAIVER.

MaineHousing’s failure to enforce any provision of this Agreement or to exercise any right or seek any remedy against the Vendor for default of this Agreement, or MaineHousing’s acceptance of any performance by the Vendor under this Agreement during any such default, shall not be deemed to constitute a waiver of any rights, causes of action, or

remedies available to MaineHousing under this Agreement, at law or in equity, and MaineHousing shall fully retain all such rights, causes of action and remedies.

27. TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION.

Vendor, by its duly authorized representative signing below, certifies that the number shown in Section 1 hereof is its correct Taxpayer Identification Number, and that it is not subject to backup withholding because (a) it is exempt from backup withholding, or (b) it has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified it that it is no longer subject to backup withholding.

28. NONDISCRIMINATION.

During the term of this Agreement, Vendor shall not discriminate in any manner against any person because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, familial status, or receipt of public assistance. Such prohibition against discrimination shall include, but not be limited to, all actions relating to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

29. AUTHORIZED SIGNATURE.

The undersigned representative of Vendor hereby warrants and represents that he/she is an officer of Vendor, or if Vendor is owned by an individual, is the owner of Vendor, and has the authority to execute this Agreement on behalf of the Vendor and that the Vendor shall be bound by his/her action.

30. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one agreement binding on all of the parties hereto, notwithstanding that all of the parties shall not have signed the same counterpart. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, MaineHousing and the Vendor, by their respective representatives duly authorized, have executed this Agreement, effective as of the date referenced in Section 3 hereof.

MAINE STATE HOUSING AUTHORITY

By: _____

Sarah Johnson, Manager of HEAP

Date: _____

(VENDOR) _____

By: Company Officer: _____

Print Name: _____

Title: _____

Date: _____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS
INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person

who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Company/Organization

Company Officer (Printed Name)

Title

Signature

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreement

That undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of an Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Company/Organization

Company Officer (Printed Name)

Title

Signature

Date

**MAINE STATE HOUSING AUTHORITY
HOME ENERGY ASSISTANCE PROGRAM**

**VENDOR AGREEMENT
(OIL /KEROSENE/PROPANE/PELLETS/CORN/BIO-BRICKS/COAL/BIOFUEL)**

1. PARTIES TO AGREEMENT.

- A. Agreement. Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State of Maine, with its offices at 26 Edison Drive, Augusta, Maine 04330 (“MaineHousing”) and _____ with its offices at (Street Address) _____ (P.O. Box, if any) _____ (Town or City, State, and Zip Code) _____ (Phone #) _____ (“Vendor”) hereby agree that the Vendor will deliver Home Energy to Eligible Households receiving HEAP Benefits and TANF Fuel Supplemental Benefits, and provide additional services described in this Agreement that are authorized by MaineHousing or Subgrantee (as defined herein) and that MaineHousing will pay the Vendor for deliveries of Home Energy and such additional services in accordance with the terms and conditions of this Agreement (the “Agreement”).
- B. Taxpayer Identification Number. Vendor's federal income taxation Taxpayer Identification Number is _____.

2. DEFINITIONS.

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

- A. “Annual Consumption Report” (ACR) means the annual report Vendors must submit to MaineHousing to report their HEAP customers’ Home Energy deliveries from May 1st through April 30th.
- B. “Benefit” or “Benefits” means the dollar amount of Fuel Assistance or TANF Fuel Supplemental Benefits assistance, or both, an Eligible Household receives.
- C. “Benefit Return Form” means the form prescribed or accepted by MaineHousing that requests the return of all or some part of a payment made to the Vendor under this Agreement.
- D. “Close-out” means the reconciliation of receipts and use of all Fuel Assistance, TANF Fuel Supplemental Benefits assistance, and ECIP funds by Vendor. It is Vendor’s responsibility to keep this information by Eligible Household and provide it to MaineHousing upon request.
- E. “Credit Notification” means the document issued by MaineHousing or Subgrantee, as the case may be, that authorizes the Vendor to deliver Home Energy to an Eligible Household. At a minimum the Credit Notification shall identify the Eligible Household, the type of fuel to be delivered to the Eligible Household, and the

amount of benefit spent on the Eligible Household or credited to its customer account.

- F. “Credit Notification Report” means the document sent to the Vendor guaranteeing payment post-delivery to households eligible for TANF Fuel Supplemental Benefits. The Credit Notification Report lists each Applicant’s name, address, Supplemental Benefit amount, Home Energy type, and account information.
- G. “Delivery” for the purposes of this Agreement means actual delivery of an eligible Home Energy type to the address of the Eligible Household.
- H. “ECIP” means the Energy Crisis Intervention Program component of HEAP.
- I. “Eligible Household” means a Household that satisfies all eligibility and income requirements of the HEAP Act, TANF (if applicable) and the Rule.
- J. “HEAP” means Home Energy Assistance Program.
- K. “Home Energy” means a source of heating in a Dwelling Unit or a Rental Unit (each as defined in the Rule) that, for purposes of this Agreement, is heating oil, kerosene, propane, pellets, corn, bio-bricks coal or biofuel.
- L. “Incidental Costs” means costs of services billed to an Eligible Household by a Vendor related to the use or delivery of Home Energy including, but not limited to, surcharges, penalty charges, reconnection charges, clean and repair service charges, security deposits, insurance, hazardous materials fees, and fuel recovery fees.
- M. “Life Threatening Crisis” means the household is currently without heat or utility service to operate a Heating Source or Heating System.
- N. “Price Protection Plan” has the meaning set forth in Section 5.C.3 of this Agreement.
- O. “Price Protection Plan Fees” means fees associated with the Price Protection Plan.
- P. “Program Year” means the period of time beginning October 1 and ending September 30.
- Q. “Records” means any of the Vendor's books, documents, purchase orders, price quotes, invoices, contracts, payroll reports, financial statements, papers or things that are necessary or desirable for the procurement or delivery of Home Energy or other services authorized under HEAP, TANF, or ECIP, whether in paper, electronic, or any other form.
- R. “Retail Cash Price” means the posted amount Vendor charges for Home Energy to retail customers if paid for at the time of delivery.
- S. “Rule” means the Home Energy Assistance Program Rule, Chapter 24 of the Rules of the Maine State Housing Authority, and any rule that may be adopted by MaineHousing concerning TANF Fuel Supplemental Benefits, as in effect from time to time.
- T. “Subgrantee” means a public or private nonprofit agency, or municipality, selected by MaineHousing to operate and administer HEAP and ECIP, in whole or in part, within the geographic area in which an Eligible Household resides.
- U. “TANF” means payments under the Temporary Assistance for Needy Families program as defined in 22 M.R.S., Chapter 1053-B, § 3762 et seq, as may be amended from time to time.

- V. “TANF Fuel Supplemental Benefits” means the Benefits that are funded with TANF funds pursuant to 22 M.R.S., Chapter 1053-B, § 3769-E.
- W. “Vendor” means the individual or entity, identified as such in Section 1 of this Agreement that supplies Home Energy directly to an Eligible Household and includes any subsidiary or affiliate of such entity.
- X. “Vendor Voucher Report” means the document issued by MaineHousing or Subgrantee, as the case may be, that authorizes the Vendor to deliver Home Energy to an Eligible Household under HEAP. At a minimum, the Vendor Voucher Report shall identify the Eligible Household, the type of Home Energy to be delivered to the Eligible Household, and the amount of the HEAP benefit to be credited to the Eligible Household’s customer account with the Vendor.
- Y. “Watch List” means the MaineHousing list of Vendors that will not receive payment in advance for Eligible Households’ Benefits. In the event MaineHousing determines, in its sole judgment, based on Vendor’s actions or omissions or other information obtained by MaineHousing directly or from any third party, that such actions, omissions or other information raise issues concerning Vendor’s continued ability to make Home Energy deliveries or otherwise comply with the terms of this Agreement, or that Vendor’s performance is out of compliance with the requirements of this Agreement, MaineHousing may, in its sole discretion, place Vendor on the Watch List.

3. TERM OF AGREEMENT.

- A. Effective Date. The term of this Agreement begins on the date MaineHousing signs this Agreement.
- B. Termination Date. The term of this Agreement ends on the effective date of termination pursuant to Section 12 hereof. Notwithstanding the termination of this Agreement, the provisions of this Agreement necessary to effectuate fully the rights of MaineHousing hereunder, including without limitation audit rights and the right to recover HEAP, ECIP and TANF funds to which Vendor is not entitled hereunder, shall remain in effect for the period necessary to accomplish such objectives.

4. HEAP AND TANF FUEL SUPPLEMENTAL BENEFITS.

- A. Purpose. HEAP and TANF provide assistance to Eligible Households for the purchase of Home Energy unless the purchase is governed by Section 8 of this Agreement.
- B. Allowable Uses. Allowable uses of Benefits shall be limited to payment to the Vendor for delivery of Home Energy.
 - 1. Each Program Year runs from October 1 to September 30. If Vendor delivers Home Energy to an Eligible Household during a Program Year and there is an outstanding balance for the delivery, Vendor may apply Benefit funds received for the account of the Eligible Household to that Home Energy delivery. Benefits may not be applied to deliveries that have already been paid for.
 - 2. Benefits are available for use during the Program Year of issue and up until April 30 of the Program Year immediately following. As part of the Annual Consumption Report process, Vendors must review Eligible Household accounts and identify any remaining Benefits that were issued in or prior to

the preceding Program Year. All such unused Benefits must be returned to MaineHousing no later than June 30 of the Program Year immediately following.

C. Unacceptable Uses.

1. Benefits may not be sold, released or transferred, whether with or without an exchange of money or anything else of value, by an Eligible Household or the Vendor without prior written authorization from MaineHousing. MaineHousing will authorize a transfer only when circumstances arise that prevent the Eligible Household from using the Benefit and MaineHousing determines such transfer is in the best interest of the Eligible Household and is consistent with the intent of the HEAP Act and TANF, as applicable.
2. Benefits cannot be used for Incidental Costs or Price Protection Plan Fees.
3. Vendor shall not retain, absorb, write off, reduce, eliminate, or zero out any Benefit funds or credit balance remaining in an Eligible Household's customer account, no matter how small such funds or credit balance may be, or take any other action intended to accomplish any of the preceding, including but not limited to (i) changing all or any part of the unit price of the Home Energy delivered to the Eligible Household, (ii) changing all or any part of the number of units of Home Energy delivered to the Eligible Household, (iii) transferring any Benefit funds or credit balance to another vendor, to the accounts of other Eligible Households that are customers of Vendor, or to any other party other than MaineHousing. Vendor shall return all unused Benefit funds and credit amounts to MaineHousing as provided in this Agreement.
4. Benefits cannot be used to fill small tank pickups (LP).

D. Order of Priority for Using Benefit Funds. An Eligible Household's HEAP Benefit must be completely used up before any TANF Fuel Supplemental Benefits may be used to pay for Home Energy deliveries if the Eligible Household was determined eligible for both HEAP Benefits and TANF Fuel Supplemental Benefits in the same Program Year.

5. **DELIVERIES OF HOME ENERGY.**

A. Fuel Type. Vendor will deliver the following type(s) of Home Energy to Eligible Households under this Agreement (**check all that apply**):

- | | | | |
|---------------------------------------|---------------------------------------|-------------------------------------|----------------------------------|
| <input type="checkbox"/> Heating oil | <input type="checkbox"/> K-1 Kerosene | <input type="checkbox"/> Propane | <input type="checkbox"/> Biofuel |
| <input type="checkbox"/> Wood Pellets | <input type="checkbox"/> Corn Pellets | <input type="checkbox"/> Bio-Bricks | <input type="checkbox"/> Coal |

For Pellets (Wood Or Corn), Bio-Bricks and Coal, does Vendor provide delivery option? Yes No

C. Delivery Authorization. Unless otherwise authorized in writing by MaineHousing the Vendor will only deliver the Home Energy type stated on the Vendor Voucher Report, Credit Notification Report, ECIP Credit Notification, or an Upfront Authorization Form. If the Vendor delivers a Home Energy type other than what is stated on the Vendor Voucher Report, Credit Notification Report, ECIP Credit Notification, or an Upfront Authorization Form, the Vendor will not be allowed to use Benefits or ECIP funds for those deliveries.

Vendor may deliver Home Energy to an Eligible Household equal to the entire Benefit amount on account with Vendor (i) even though the Eligible Household may have placed an order for less than the full Benefit amount or (ii) if the Eligible Household is on automatic delivery, unless:

1. The Eligible Household advises the Vendor all members are moving;
2. The Eligible Household advises the Vendor that its Heating System has mechanical difficulties;
3. The Eligible Household's Home Energy storage tanks are either being replaced or do not meet code.

C. Vendor Pricing.

1. For the portion of Home Energy deliveries paid with HEAP Benefits, the maximum per-gallon delivery price that Vendor may charge an Eligible Household cannot exceed the Retail Cash Price.
2. For the portion of Home Energy deliveries paid with Benefits or ECIP, Vendor may not consider an Eligible Household's outstanding indebtedness to Vendor in calculating the Retail Cash Price applicable to a delivery of Home Energy.
3. Pricing and other terms and conditions of a Price Protection Plan offered to Eligible Households receiving Benefits must be the same as those offered to all of Vendor's other customers taking deliveries of the type of fuel specified in the Price Protection Plan, except that the Benefit set forth in the Vendor Voucher Report or Credit Notification Report for an Eligible Household and credited to the Eligible Household's customer account may not be forfeited or applied to any penalty, liquidated damages, or other charge or amount for any unused quantity of prepaid fuel.

D. Previous Indebtedness. Vendor agrees not to apply any payment subject to this Agreement to any indebtedness incurred by an Eligible Household as a result of deliveries made or services provided before October 1st of a given Program Year. For the portion of Home Energy deliveries paid by Benefits or ECIP, Vendor may not consider an Eligible Household's outstanding indebtedness to Vendor in calculating the Retail Cash Price applicable to a delivery of Home Energy to that Eligible Household.

E. Prohibited Discrimination. The Vendor agrees not to discriminate against any Eligible Household regarding the extension of credit to purchase Home Energy or other services, the price of Home Energy or other services, or the terms or conditions of the delivery of Home Energy or other services solely on the basis of its being an Eligible Household.

6. PAYMENT TO VENDOR.

A. HEAP Payment.

1. Pre-delivery Payments for Home Energy. Subject to MaineHousing's receipt of HEAP funds from the federal government and the provisions of this Agreement, MaineHousing will pay to the Vendor the Benefit amount indicated in each Vendor Voucher Report issued by MaineHousing or Subgrantee. Payments made by MaineHousing to the Vendor will be credited by the Vendor to the customer account of the Eligible Household identified in the Vendor Voucher Report. For convenience, MaineHousing

may aggregate amounts payable to the Vendor under a Vendor Voucher Report, but the Vendor must credit Benefit amounts to the individual customer accounts of Eligible Households.

2. Post-delivery Payments for Home Energy. In lieu of receiving pre-delivery payment, as provided in Section 6.A.1 above, and subject to MaineHousing's receipt of HEAP funds from the federal government and the provisions of this Agreement, Vendor may be able to receive post-delivery payments for Home Energy delivered to Eligible Households. Upon approval by MaineHousing to make post-delivery payments for Home Energy, MaineHousing will make payment for a HEAP Benefit after the Vendor makes delivery as authorized by MaineHousing. The Vendor must submit a delivery ticket and invoice, as applicable, to MaineHousing together with a detailed account history showing delivery activity and payment activity from the previous May 1 through the date of the delivery being invoiced. MaineHousing will make payment within ten (10) business days of MaineHousing's receipt and approval of the required documentation.

B. TANF Fuel Supplemental Benefit Payments. Subject to MaineHousing's receipt of TANF Fuel Supplemental funds from the Maine Department of Health and Human Services and the provisions of this Agreement, MaineHousing will pay to the Vendor the Benefit amount indicated in each Credit Notification Report issued by MaineHousing.

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

C. HEAP Supplemental Payments. In the event that MaineHousing receives supplemental HEAP funds from the federal government, MaineHousing will allocate a portion of such funds to Vendor. Vendor will credit such supplemental HEAP funds to the customer accounts of Eligible Households in accordance with the Vendor Voucher Report or any written instructions given to Vendor by MaineHousing. At Vendor's option, Vendor may elect to receive supplemental HEAP funds as post-delivery payments for Home Energy delivered to Eligible Households. In such case, payments by MaineHousing will be made on the terms and conditions set forth in Section 6.A.2 above.

D. Form of Payment. To the extent practicable, payments made to the Vendor by MaineHousing hereunder will be made by Automated Clearing House (ACH) transfer to the bank account designated by Vendor below.

Bank name: _____

Bank location: _____

Bank ABA routing number: _____

Name on account: _____

Vendor account number: _____

Type of Account: Checking Savings

7. RETURN OF PAYMENTS.

In the event Vendor receives a Benefit Return Form, from MaineHousing or Subgrantee requesting the return to MaineHousing of Benefit amounts paid to Vendor for the accounts of Eligible Households, Vendor shall return such Benefit amounts to MaineHousing on the terms and conditions set forth in the Benefit Return Form.

In the event Vendor becomes aware of any of the following events affecting an Eligible Household, Vendor must, within fifteen (15) business days of the date that Vendor becomes aware of any such event, submit to MaineHousing a completed Benefit Return Form and return any remaining Benefits paid to Vendor on behalf of the affected Eligible Household:

- a. the death of an individual who was the sole member of an Eligible Household;
- b. the institutionalization of an individual who was the sole member of an Eligible Household;
- c. Vendor's receipt of a written notice from an Eligible Household that it no longer desires to receive Home Energy deliveries from Vendor;
- d. Eligible Household has not received deliveries of Home Energy for twelve (12) consecutive months;
- e. Eligible Household's Benefit was issued before the previous Program Year but all or a portion remains unused by Eligible Household after April 30th of the subsequent Program Year;
- f. Eligible Household has moved; or
- g. Vendor has been paid an excessive Benefit amount for the account of the Eligible Household.

Vendor shall return to MaineHousing all unused Benefit funds in its possession or custody, whether directly or indirectly, within fifteen (15) business days of the termination of this Agreement pursuant to Section 12 hereof.

All Benefit Return Forms should be accompanied by a written statement setting forth the name and address of the Vendor and documentation evidencing: the name and address of the Eligible Household; the Eligible Household's account number; the Benefit amount being returned; a concise explanation for the return of funds; a detailed account summary showing delivery and payment activity from the twelve (12) months prior; and any other information required by MaineHousing related thereto.

8. ECIP.

- A. Purpose. ECIP assists Eligible Households confronted by weather-related and supply shortage emergencies and other household energy-related emergencies by providing limited amounts of Home Energy and related services.
- B. Allowable Uses. The availability of ECIP benefits is limited as follows:
 1. Payment to the Vendor for the delivery of Home Energy to an Eligible Household consistent with the purpose of ECIP, and payment of delivery charges associated with unscheduled deliveries to the Eligible Household.
 2. Payment to the Vendor for emergency repairs to an Eligible Household's heating system performed by a licensed technician, as prescribed by the Credit Notification issued by MaineHousing or the Subgrantee.

3. The Eligible Household may not exceed its maximum allowable annual ECIP benefit.
- C. Payments. Vendor agrees to deliver Home Energy or render services to an Eligible Household pursuant to the terms of the Credit Notification. Payment will be made after the Vendor makes delivery and returns Vendor's invoice for services rendered, a billing statement listing all charges and/or the metered delivery ticket for fuel delivered to the Eligible Household pursuant to the Credit Notification. MaineHousing shall make payment within ten (10) business days of Subgrantee entering the required information into the MaineHousing database.
- D. Benefit Limit. Vendor acknowledges and understands that the maximum allowable annual benefit per Eligible Household permitted under ECIP is prescribed by MaineHousing or the Subgrantee.
- E. Time of Deliveries. Notwithstanding any other provision of this Agreement, deliveries of Home Energy or services pursuant to this Section 8 must be made when prescribed by Subgrantee and in any case no later than eighteen (18) hours from the time of the request made by the Subgrantee if the Eligible Household is experiencing a Life Threatening Crisis and forty-eight (48) hours in all other cases.

9. RECORDKEEPING.

- A. Maintenance and Availability. Vendor agrees to prepare, retain, make available, and supply to MaineHousing Records and other information necessary, as MaineHousing may determine, to audit and evaluate the Vendor's performance under this Agreement. Vendors must maintain a daily log of Vendor's posted Retail Cash Price and make this log available upon MaineHousing's request. Records shall be available for inspection and copying by MaineHousing at the Vendor's office during Vendor's regular business hours. In addition, upon MaineHousing's request, Vendor shall copy and submit to MaineHousing Records designated by MaineHousing in the form and within the time period required by MaineHousing. Records and information shall be in such form and shall be stored as may be prescribed by MaineHousing. In addition to the other rights of MaineHousing under this Section 9.A, MaineHousing, the United States Department of Health and Human Services, and the United States Inspector General and their respective representatives shall have access to all Records for the purpose of reviewing, examining, inspecting, investigating, auditing, copying, translating or transcribing any information contained therein. Vendor shall cooperate fully with any such action by the Federal government or MaineHousing, including copying and providing Records as may be required by any such government entity and its representatives.
- B. Retention. The Vendor shall retain the Records for a period of three (3) years after expiration or termination of this Agreement. This provision shall survive the expiration or earlier termination of this Agreement.
- C. Content. At a minimum, Vendor agrees to prepare, retain and provide annually to MaineHousing Records consisting of each of the following:
 1. The total amount and cost of Home Energy delivered to each Eligible Household annually from May 1st through April 30th. Annual Consumption Reports are due on the date prescribed by MaineHousing.
 2. The amount of payments for Home Energy and eligible services, including ECIP, made on behalf of each Eligible Household by MaineHousing or Subgrantee.

3. The amount of unexpended Benefits allocated to each Eligible Household.

D. Access. With respect to any specified Eligible Household, Vendor agrees to provide documentation relative to the amount of Benefits and ECIP assistance, the amount of Home Energy and other services supplied as of a certain date, and the amount of remaining Benefits to the following upon their written request:

1. MaineHousing;
2. Subgrantee; or
3. the Eligible Household.

10. **REPORTS.**

Vendor agrees to submit, in such form as may be prescribed by MaineHousing, such reports or written answers to specific questions, surveys, or questionnaires as MaineHousing may determine necessary, on or before a date specified by MaineHousing.

11. **ADVERTISING.**

Vendor agrees not to advertise in a manner, or otherwise distribute or provide information, that implies that Fuel Assistance, TANF Fuel Supplemental Benefits, or ECIP assistance is available only through the Vendor, or that applications for Fuel Assistance, TANF Fuel Supplemental Benefits, or ECIP assistance are accepted by the Vendor, or to take any other action that misleads or tends to mislead the public with respect to the availability or operation of HEAP, TANF or ECIP.

12. **SUSPENSION, TERMINATION AND BAR; WATCH LIST.**

- A. Suspension by MaineHousing. Notwithstanding the provisions and procedure outlined in Section 13B below, MaineHousing shall have the right to suspend in whole or in part from time to time the Vendor's deliveries of Home Energy or the performance of other services provided by Vendor under this Agreement whenever MaineHousing determines, in its sole judgment that such suspension is in MaineHousing's best interest. Any such suspension shall be effected by notice to the Vendor specifying the extent to which deliveries of Home Energy or other performance of the services under this Agreement are suspended and the date on which such suspension is effective.
- B. Termination for Convenience by MaineHousing. MaineHousing shall have the right to terminate this Agreement if MaineHousing determines, in its sole judgment, that such termination is in its best interest, without the need to follow the procedure outlined in Section 13B below. In the event MaineHousing determines that such termination is in its best interest, it shall give notice of termination to Vendor stating the effective date of termination. In the event of such termination, MaineHousing shall be obligated to pay Vendor only for Home Energy deliveries actually made and other services actually performed by Vendor to the effective date of termination, provided that such deliveries and services conform to the requirements of this Agreement. Without limiting in any way MaineHousing's rights under this Section 12.B, MaineHousing may, at any time during the term of this Agreement, send a Notice of Contract Completion to the Vendor setting forth the end date of the Agreement. In the event of termination of this Agreement, all unused HEAP Benefit funds held by Vendor for the accounts of Eligible Households must be returned to MaineHousing so that a Close-out audit can take place. Vendor shall not at any time transfer Benefit funds to another fuel vendor, whether or not such other

fuel vendor has entered into a similar Vendor Agreement with MaineHousing, to the accounts of other Eligible Households that are customers of Vendor, or to any other party other than MaineHousing.

- C. Termination for Cause by MaineHousing. MaineHousing shall also have the right to terminate this Agreement immediately without the need to follow the procedures outlined in Section 13B below, in the event MaineHousing determines, in its sole judgment, that Vendor has failed to perform one or more of its obligations under this Agreement, or for the breach of any warranty or representation made by Vendor under this Agreement, and such termination shall be effective on the date specified in a notice of termination given by MaineHousing to Vendor. In the event of termination of this Agreement, all unused Benefit funds held by Vendor for the accounts of Eligible Households must be returned to MaineHousing so that a Close-out audit can take place. Vendor shall not at any time transfer Benefit funds or TANF Fuel Supplemental Benefit credits to another fuel vendor, whether or not such other fuel vendor has entered into a similar Vendor Agreement with MaineHousing, to the accounts of other Eligible Households that are customers of Vendor, or to any other party other than MaineHousing.
- D. Termination by the Vendor. The Vendor may terminate this Agreement only with the written consent of MaineHousing upon a minimum of thirty (30) days advance written notice to MaineHousing and an opportunity by MaineHousing to inspect the Records of the Vendor for a period of thirty (30) days after receipt of such termination notice from Vendor. No consent of MaineHousing will be required in the event Vendor gives MaineHousing notice of its intent to cease doing business as a vendor of Home Energy, but MaineHousing shall still have the right to inspect the Vendor's Records during said thirty (30) day period. In the event Vendor terminates this Agreement without the required notice or any required consent of MaineHousing, such termination shall be a default of this Agreement by Vendor. In the event of termination of this Agreement, all unused Benefit funds held by Vendor for the accounts of Eligible Households must be returned to MaineHousing so that a Close-out audit can take place. Vendor shall not at any time transfer Benefit funds or TANF Fuel Supplemental Benefit credits to another fuel vendor, whether or not such other fuel vendor has entered into a similar Vendor Agreement with MaineHousing, to the accounts of other Eligible Households that are customers of Vendor, or to any other party other than MaineHousing.
- E. Bar. MaineHousing may bar the Vendor from participation in any other fuel assistance programs administered by MaineHousing or its agents for the Vendor's failure to abide by the terms of this Agreement or for any malfeasance or misfeasance with respect to the delivery of Home Energy or other services under HEAP, TANF, or ECIP.
- F. Watch List. In the event MaineHousing determines, in its sole judgment, based on Vendor's actions or omissions or other information obtained by MaineHousing directly or from any third party, including Vendor's actions following the issuance of a Deficiency Note as outlined in Section 13B below, that such actions, omissions or other information raise issues concerning Vendor's continued ability to make Home Energy deliveries or otherwise comply with the terms of this Agreement, or that Vendor's performance is out of compliance with the requirements of this Agreement, MaineHousing may, in its sole discretion, place Vendor on a "Watch List." After placing Vendor on a Watch List, MaineHousing will schedule an audit of Vendor's performance under this Agreement at Vendor's premises, which audit will include, without limitation, a review of HEAP and TANF funds records, Eligible Household accounts, and Home Energy delivery information. At a minimum, Vendor shall remain on the Watch List pending action on the auditor's

recommendation to MaineHousing’s Director of Energy and Housing Services. Such recommendation may include, without limitation, taking any one or more of the following actions: maintaining Vendor’s Watch List status; monitoring by MaineHousing or Subgrantee of Vendor’s performance under this Agreement at Vendor’s location or elsewhere; providing guidance or other assistance to Vendor to address performance issues; implementing additional recordkeeping and reporting requirements; requiring Vendor to turn over to MaineHousing HEAP funds paid to Vendor under one or more Vendor Voucher Reports for credit to Eligible Household customer accounts with Vendor; and issuing a Deficiency Notice to Vendor, as provided in Section 13.B hereof. For so long as Vendor remains on the Watch List, no advance payment of HEAP funds, including HEAP Benefit amounts, will be made by MaineHousing or Subgrantee to Vendor. In such event, payments of HEAP Benefit amounts shall be made to Vendor only after satisfactory proof of actual Home Energy deliveries to Eligible Households complying with the terms of this Agreement has been submitted to MaineHousing by Vendor on terms and conditions required by MaineHousing. Payment to Vendor will be processed in accordance with the normal HEAP payment cycle.

13. PERFORMANCE BY VENDOR; DEFICIENCY NOTICE.

- A. Vendor shall perform each and every one of its obligations under this Agreement in a professional and workmanlike manner in accordance with the requirements set forth herein and shall conform to the standards of care applicable to the services provided hereunder.
- B. In the event MaineHousing determines, in its sole judgment, that Vendor has not performed in accordance with one or more of the requirements of this Agreement, MaineHousing will give Vendor a notice stating the respects in which Vendor’s performance is deficient and the time period within which Vendor must conform its performance to the requirements of this Agreement (the “Deficiency Notice”). Notwithstanding any other provision of this Agreement, no Deficiency Notice shall be required for any deficiency not capable of being cured, or the need for immediate action on the part of MaineHousing, in MaineHousing’s sole judgment. In the event Vendor fails to correct deficiencies in its performance within the time specified in the Deficiency Notice, or no Deficiency Notice is required, MaineHousing shall have the right and option to exercise one or more of its rights and remedies for default by Vendor provided in this Agreement.

14. DEFAULT REMEDIES.

In addition to the right to terminate this Agreement as provided in Section 12.C hereof and the other rights and remedies of MaineHousing provided in this Agreement, in the event of default by Vendor in the performance of one or more of its obligations under this Agreement, MaineHousing may:

- a. withhold any further payments to Vendor;
- b. offset any amounts owed Vendor under this Agreement against any damages or costs incurred by MaineHousing as a result of Vendor’s failure to perform its obligations under this Agreement, including but not limited to costs associated with procuring replacement services and attorneys’ fees and legal costs;
- c. recover from Vendor all amounts paid to or otherwise obtained by Vendor as a result of any malfeasance or misfeasance by Vendor;

- d. bring an action against Vendor for specific performance to require Vendor to turn over to MaineHousing any Record that MaineHousing is entitled to inspect, copy, audit or receive hereunder or to enjoin Vendor from destroying or removing any such Record;
- e. bring an action against Vendor for specific performance to require Vendor to turn over to MaineHousing Benefit funds paid to Vendor under one or more Vendor Voucher Reports for credit to Eligible Household customer accounts with Vendor, including but not limited to unused Benefit funds held by Vendor for the accounts of Eligible Households, or to enjoin Vendor from withdrawing, disbursing, retaining, or transferring (other than to MaineHousing) such funds;
- f. suspend or terminate Vendor or place Vendor on a Watch List; or
- g. exercise any other right or remedy available to MaineHousing at law or in equity.

MaineHousing may, at its sole option, exercise one or more of such rights and remedies, either singly, simultaneously or sequentially, and the exercise of any right or remedy shall not preclude the exercise of any other right or remedy at any time.

15. CONFIDENTIAL INFORMATION.

- A. Confidentiality and Nondisclosure. Vendor shall keep confidential and shall not disclose, and shall cause its employees, officers, agents, contractors, subcontractors, and other representatives to keep confidential and not disclose, any information, whether written or oral, acquired by any of them relating to this Agreement, including without limitation information provided or submitted by an applicant for Fuel Assistance, TANF Fuel Supplemental Benefits, or ECIP assistance or an Eligible Household receiving Fuel Assistance, TANF Fuel Supplemental Benefits, or ECIP assistance, or by Subgrantee, MaineHousing, or any third party concerning any such applicant or Eligible Household.

All such information shall be confidential information under this Agreement without the need to specifically designate it as such. This provision shall survive the expiration or earlier termination of this Agreement.

- B. Legal Duty to Disclose. Nothing in this section shall be construed to prohibit the disclosure of any information that the Vendor is required to disclose pursuant to applicable law. In the event Vendor receives a request for disclosure of confidential information and such disclosure is required by law, Vendor shall, upon receiving such request, immediately notify MaineHousing thereof. Vendor shall not disclose such information until it has consulted with MaineHousing after providing such notice.
- C. Protection of Personally Identifiable Information. Vendor shall safeguard and protect from disclosure at all times, and shall cause its employees, officers, agents, contractors, subcontractors, subsidiaries or affiliates of Vendor and other representatives to safeguard and protect from disclosure at all times, all personally identifiable information (“PII”) about MaineHousing clients/applicants for MaineHousing services that could be used to determine or trace the identity of such individuals, including but not limited to the information described in the *Confidential Information clause*. Vendor shall take steps, including but not limited to the following, to safeguard and protect PII from disclosure:

1. Put measures in place to prevent the loss, theft, misappropriation or inadvertent disclosure of PII, such as restricting access to electronic files containing PII by implementing passwords or least privilege folder permissions, locking the screen or logging off computers or other electronic devices that have access to PII when unattended, removing documents that contain PII from printers or fax machines, not leaving paperwork containing PII on desks or other work areas unattended, placing paperwork containing PII in locked storage at the end of the business day, and shredding documents containing PII that are no longer needed (unless required to be retained pursuant to this Agreement).
2. Encrypt all PII contained on mobile devices such as laptops, phones and tablets and other portable storage devices and media used, in whole or in part, whether such PII is contained in spreadsheets, e-mails, attachments, or otherwise.
3. Send e-mail or e-mail attachments containing PII only if encrypted or only through a secure e-mail server.
4. When disposing of electronic devices that contain PII, ensure that any data residing on the equipment is irrevocably destroyed by removing and destroying or sanitizing the hard drives, regardless of whether disposal is performed by a third-party, and whether equipment or devices are resold, refurbished, placed in a surplus disposal program, or “thrown away.”
5. Make employees, officers, agents, contractors, subcontractors and other representatives of Vendor who perform services under this Vendor Agreement aware that the responsibility to safeguard and protect PII applies at all times, whether or not they are at a work location during normal business hours.
6. Limit disclosure of PII only to those persons who have a direct need to know the PII in order to perform services under this Vendor Agreement and advise them to take steps to safeguard and protect PII from inadvertent disclosure and not to disclose any PII to other persons.
7. Vendor shall comply with all applicable state and federal laws, rules, and regulations in regards to protecting PII and shall cooperate with MaineHousing or state and federal entities in the investigation of any breach and any required reporting and notification of individuals regarding such incident. Vendor shall notify MaineHousing of any suspected data breach involving MaineHousing contracted systems or services within 48 hours. To the extent that a breach of PII is caused by Vendor, Vendor agrees to pay the cost of notification, as well as any financial costs and/or penalties incurred by MaineHousing as a result of such breach.

The provisions of this Section 15.C shall survive the expiration or earlier termination of this Agreement.

16. INDEMNIFICATION.

Vendor agrees to indemnify, defend and hold MaineHousing harmless from and against any and all claims, losses, damages, demands, suits, costs or judgments, including reasonable attorneys’ fees, arising out of any act or omission by the Vendor or its officers, agents, employees, contractors or subcontractors or any other person or entity furnishing or supplying goods, services, materials or supplies in connection with the performance of this Agreement, including without limitation deliveries of Home Energy and heating system

repair under ECIP. This provision shall survive the expiration or earlier termination of this Agreement.

17. SALE OF BUSINESS OR ASSETS.

Vendor shall give to MaineHousing notice by email, fax, or mail of any proposed sale of its fuel delivery business or its fuel delivery assets (such as delivery trucks, fuel inventories, customer accounts, business name, etc.) at least thirty (30) days in advance of the intended closing or completion date for the sale and shall also provide to MaineHousing a copy of any signed purchase and sale agreement at the time Vendor gives such notice to MaineHousing.

Vendor acknowledges that Benefit funds received by Vendor from MaineHousing or Subgrantee for the accounts of Eligible Households are assets of the federal or State government, and are not assets or property of Vendor. Vendor agrees that it shall not at any time transfer Benefit funds or TANF Fuel Supplemental Benefit credits to any other fuel vendor, whether or not the fuel vendor has entered into a similar Vendor Agreement with MaineHousing, or to any other party other than MaineHousing. Prior to the time of the completion or closing of any such sale of its business or assets, Vendor shall return all unused Benefit funds held by Vendor for the accounts of Eligible Households to MaineHousing so that a Close-out audit can take place.

18. COMPLIANCE WITH LAWS.

Vendor warrants and represents that it shall comply with the Maine Housing Authorities Act, 30-A M.R.S. §4701, et seq.; the federal law and regulations that govern the HEAP and ECIP programs, including without limitation, 42 U.S.C. §§8621-8629, 45 C.F.R. §§96.1 through 96.68, and 45 C.F.R. §§96.80-96.89; the Rule, as may be amended or replaced from time to time; the Certifications set forth in Appendix A and Appendix B attached hereto and made a part hereof and executed by Vendor; and any other applicable provision of federal or Maine law.

If there are any changes to the Certifications made by Vendor in Appendix A and/or Appendix B, Vendor must immediately inform MaineHousing and complete new Certifications.

19. ENTIRE AGREEMENT AND SEVERABILITY.

This Agreement constitutes the entire agreement between MaineHousing and Vendor and supersedes any other contract, arrangement or understanding, written or oral, by and between the Vendor and MaineHousing for the services described herein for the term hereof. If any court determines that any provision of this Agreement is unenforceable, invalid or void, all other provisions of this Agreement not included in the court's determination shall remain in full force and effect, and both the Vendor and MaineHousing shall continue to be bound by them. Section and subsection headings in this Agreement have no legal significance and are only for convenient reference.

20. INDEPENDENT CONTRACTOR.

It is understood and agreed by the parties hereto that Vendor is acting in an independent capacity, as an independent contractor, in the performance of this Agreement, and not as an officer, agent or employee of MaineHousing.

21. ASSIGNMENT.

Vendor shall not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the express prior written consent of MaineHousing, which consent, if given, may include conditions that MaineHousing determines, in its sole judgment, are appropriate or necessary. Any such assignment or other similar action taken

by Vendor without such prior written consent shall be null and void and shall not release Vendor from its obligations, responsibility and liability under this Agreement.

Vendor agrees that it shall not at any time transfer Benefit funds or TANF Fuel Supplemental Benefit credits to any other fuel vendor, whether or not the fuel vendor has entered into a similar Vendor Agreement with MaineHousing, or to any other party other than MaineHousing. Vendor shall return all unused Benefit funds held by Vendor for the accounts of Eligible Households to MaineHousing.

22. COPYRIGHT.

The United States Department of Health and Human Services, as the federal agency providing HEAP and ECIP funds to MaineHousing and TANF funds to the State of Maine that are being used to pay for Home Energy deliveries and other services provided by Vendor hereunder, shall have, pursuant to 45 C.F.R. §75.322, the right to obtain, reproduce, publish or otherwise use and to authorize others to receive, reproduce, publish or otherwise use, for Federal government purposes, all original written materials developed, generated or produced under this Agreement and paid with HEAP, TANF or ECIP funds.

23. AMENDMENTS.

The provisions of this Agreement may be amended only by mutual agreement of the parties hereto expressed in writing and signed by the parties.

24. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Maine and applicable federal law (excluding choice of law rules) both as to interpretation and performance.

25. NOTICES.

Any notice required or permitted under this Agreement shall be in writing and delivered in person, by fax, by e-mail, by postage prepaid registered or certified mail, return receipt requested, or by overnight United States mail or overnight commercial delivery service to the addresses set forth below.

To MaineHousing: Energy and Housing Services, Director
Maine State Housing Authority
26 Edison Drive
Augusta, Maine 04330-6046
Fax : 207-624-5780
E-mail: liheap@mainehousing.org

To the Vendor: _____ (Name of Vendor)
_____ (Person Signing)
_____ (Title/Person Signing)
_____ (E-mail Person Signing)
_____ (Name/Primary Contact)
_____ (Title of Primary Contact)
_____ (Vendor Address)
_____ (Vendor City, State, Zip)
_____ (Primary Contact Phone)

_____ (Primary Contact Fax)

_____ (Primary Contact E-mail)

_____ (Benefit Return E-Mail Contact)

_____ (ECIP Request E-Mail Contact)

_____ (Upfront Request E-Mail Contact)

_____ (E-mail address for ACR)

_____ (MH Notices E-mail Contact)

26. WAIVER.

MaineHousing’s failure to enforce any provision of this Agreement or to exercise any right or seek any remedy against the Vendor for default of this Agreement, or MaineHousing’s acceptance of any performance by the Vendor under this Agreement during any such default, shall not be deemed to constitute a waiver of any rights, causes of action, or remedies available to MaineHousing under this Agreement, at law or in equity, and MaineHousing shall fully retain all such rights, causes of action and remedies.

27. TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION.

Vendor, by its duly authorized representative signing below, certifies that the number shown in Section 1 hereof is its correct Taxpayer Identification Number, and that it is not subject to backup withholding because (a) it is exempt from backup withholding, or (b) it has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified it that it is no longer subject to backup withholding.

28. NONDISCRIMINATION.

During the term of this Agreement, Vendor shall not discriminate in any manner against any person because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, familial status, or receipt of public assistance. Such prohibition against discrimination shall include, but not be limited to, all actions relating to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

29. AUTHORIZED SIGNATURE.

The undersigned representative of Vendor hereby warrants and represents that he/she is an officer of Vendor, or if Vendor is owned by a single person, is the owner of Vendor, and has the authority to execute this Agreement on behalf of the Vendor and that the Vendor shall be bound by his/her action.

30. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one agreement binding on all of the parties hereto, notwithstanding that all of the parties shall not have signed the same counterpart. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the

Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, MaineHousing and the Vendor, by their respective representatives duly authorized, have executed this Agreement, effective as of the date referenced in Section 3 hereof.

MAINE STATE HOUSING AUTHORITY

By: _____
Sarah Johnson
Manager of HEAP
Date: _____

VENDOR

By Company Officer: _____
Print Name: _____
Title: _____
Date: _____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS
INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred

ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Company/Organization

Company Officer (Printed Name)

Title

Signature

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreement

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Company/Organization

Company Officer (Printed Name)

Title

Signature

Date

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, entered into by and between the **AROOSTOOK BAND OF MICMACS** ("ABM") and **MAINE STATE HOUSING AUTHORITY** ("MaineHousing"), seeks to establish a mutual working relationship between the parties as it applies to the operations of the U.S. Department of Health and Human Services' Low Income Home Energy Assistance Program ("LIHEAP") for the 2024-2025 grant year. This agreement is in effect from the period of October 1, 2024 through September 30, 2025.

WHEREFORE, it is mutually agreed as follows:

1. The individual members of Maine's Native American Tribal Organizations will be better served through a direct grant from the federal government rather than as part of the LIHEAP program operated by MaineHousing.
2. Maine's Native American Tribal Organizations will receive **3.655%** of the total Low Income Home Energy Assistance Program funds allocated to the State of Maine for the 2024-2025 grant period. This percentage is based upon the number of eligible households historically served by all Native American Tribal Organizations in relation to the number of all eligible Maine households served.
3. The ABM will provide LIHEAP Assistance to LIHEAP-eligible households in Aroostook County that have one or more Aroostook Band members (or that have one or more adult Aroostook Band members or whose head of household is an Aroostook Band member).
4. Community Action Agencies ("CAAs") under contract with MaineHousing to provide LIHEAP services to non-tribal households, will forward to the ABM all applications from households that include ABM tribal members living in the ABM service area ~~ABM Tribal Township~~ **Aroostook County**.
5. CAAs may process applications from households that include ABM tribal members not living in the ABM service area ~~ABM Tribal Township~~ **Aroostook County**. However, the CAA must contact the ABM prior to certification to prevent duplication of services and duplication of payment.
6. The ABM and the CAAs shall make every effort to coordinate services to prevent duplication of services and duplication of payment. The ABM and the CAAs shall prepare and exchange lists, throughout the program year, of Native Americans they have provided LIHEAP services to.
7. The ABM and the CAAs will make every effort to make applicant referrals between the parties as necessary to ensure that all eligible households are given the opportunity to participate in the Low Income Home Energy Assistance Program.
8. The ABM will receive **0.435%** of Maine's 2024-2025 LIHEAP grant award, based on the number of eligible households it historically served in relation to the number of all eligible Maine households served.

SIGNED:



DATE: 8-14-24

Edward Peter-Paul, Tribal Chief

Formerly → AROOSTOOK BAND OF MICMACS

Mi'kmaq Nation

SIGNED:



DATE: 8/26/24

Jamie Johnson, Senior Director of Operations
MAINE STATE HOUSING AUTHORITY

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, entered into by and between the **HOULTON BAND OF MALISEETS** (“HBM”) and **MAINE STATE HOUSING AUTHORITY** (“MaineHousing”), seeks to establish a mutual working relationship between the parties as it applies to the operations of the U.S. Department of Health and Human Services’ Low Income Home Energy Assistance Program (“LIHEAP”) for the 2024-2025 grant year. This agreement is in effect from the period of October 1, 2024 through September 30, 2025.

WHEREFORE, it is mutually agreed as follows:

1. The individual members of Maine’s Native American Tribal Organizations will be better served through a direct grant from the federal government rather than as part of the LIHEAP program operated by MaineHousing.
2. Maine’s Native American Tribal Organizations will receive **3.655%** of the total Low Income Home Energy Assistance Program funds allocated to the State of Maine for the 2024-2025 grant period. This percentage is based upon the number of eligible households historically served by all Native American Tribal Organizations in relation to the number of all eligible Maine households served.
3. The HBM will provide LIHEAP Assistance to LIHEAP-eligible households on the reservation and to any and all off reservation Tribal members who apply.
4. Community Action Agencies (“CAAs”) under contract with MaineHousing to provide LIHEAP services to non-tribal households, will forward to the HBM all applications from households that include HBM tribal members living in a HBM Tribal Township/Municipality.
5. CAAs may process applications from households that include HBM tribal members not living in a HBM Tribal Township/Municipality. However, the CAA must contact the HBM prior to certification to prevent duplication of services and duplication of payment.
6. The HBM and the CAAs shall make every effort to coordinate services to prevent duplication of services and duplication of payment. The HBM and the CAAs shall prepare and exchange lists, throughout the program year, of Native Americans they have provided LIHEAP services to.
7. The HBM and the CAAs will make every effort to make applicant referrals between the parties as necessary to ensure that all eligible households are given the opportunity to participate in the Low Income Home Energy Assistance Program.
8. The HBM will receive **0.435%** of Maine’s 2024-2025 LIHEAP grant award, based on the number of eligible households it historically served in relation to the number of all eligible Maine households served.

SIGNED:


Clarissa Sabattis, Tribal Chief
HOULTON BAND OF MALISEETS

DATE:

8-15-24

SIGNED:


Jamie Johnson, Senior Director of Operations
MAINE STATE HOUSING AUTHORITY

DATE:

8/20/24

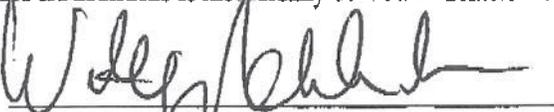
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, entered into by and between the **INDIAN TOWNSHIP TRIBAL GOVERNMENT, PASSAMAQUODDY TRIBE ("ITTGPT")** and **MAINE STATE HOUSING AUTHORITY ("MaineHousing")**, seeks to establish a mutual working relationship between the parties as it applies to the operations of the U.S. Department of Health and Human Services' Low Income Home Energy Assistance Program ("LIHEAP") for the 2024-2025 grant year. This agreement is in effect from the period of October 1, 2024 through September 30, 2025.

WHEREFORE, it is mutually agreed as follows:

1. The individual members of Maine's Native American Tribal Organizations will be better served through a direct grant from the federal government rather than as part of the LIHEAP program operated by MaineHousing.
2. Maine's Native American Tribal Organizations will receive 3.655% of the total Low Income Home Energy Assistance Program funds allocated to the State of Maine for the 2024-2025 grant period. This percentage is based upon the number of eligible households historically served by all Native American Tribal Organizations in relation to the number of all eligible Maine households served.
3. The ITTGPT will provide LIHEAP Assistance to LIHEAP-eligible households on the reservation and to any and all off reservation Tribal members who apply.
4. Community Action Agencies ("CAAs") under contract with MaineHousing to provide LIHEAP services to non-tribal households, will forward to the ITTGPT all applications from households that include ITTGPT tribal members living in an ITTGPT Tribal Township/Municipality.
5. CAAs may process applications from households that include ITTGPT tribal members not living in an ITTGPT Tribal Township/Municipality. However, the CAA must contact the ITTGPT prior to certification to prevent duplication of services and duplication of payment.
6. The ITTGPT and the CAAs shall make every effort to coordinate services to prevent duplication of services and duplication of payment. The ITTGPT and the CAAs shall prepare and exchange lists, throughout the program year, of Native Americans they have provided LIHEAP services to.
7. The ITTGPT and the CAAs will make every effort to make applicant referrals between the parties as necessary to ensure that all eligible households are given the opportunity to participate in the Low Income Home Energy Assistance Program.
8. The ITTGPT will receive 0.830% of Maine's 2024-2025 LIHEAP grant award, based on the number of eligible households it historically served in relation to the number of all eligible Maine households served.

SIGNED:

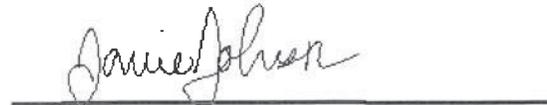

 William Nicholas, Tribal Chief

INDIAN TOWNSHIP TRIBAL GOVERNMENT, PASSAMAQUODDY TRIBE

DATE:

8/19/24

SIGNED:


 Jamie Johnson, Senior Director of Operations
 MAINE STATE HOUSING AUTHORITY

DATE: 8/22/2024

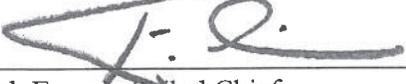
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, entered into by and between the **PENOBSCOT NATION TRIBAL ADMINISTRATION** (“PNTA”) and **MAINE STATE HOUSING AUTHORITY** (“MaineHousing”), seeks to establish a mutual working relationship between the parties as it applies to the operations of the U.S. Department of Health and Human Services’ Low Income Home Energy Assistance Program (“LIHEAP”) for the 2024–2025 grant year. This agreement is in effect from the period of October 1, 2024 through September 30, 2025.

WHEREFORE, it is mutually agreed as follows:

1. The individual members of Maine’s Native American Tribal Organizations will be better served through a direct grant from the federal government rather than as part of the LIHEAP program operated by MaineHousing.
2. Maine’s Native American Tribal Organizations will receive **3.655%** of the total Low Income Home Energy Assistance Program funds allocated to the State of Maine for the 2024–2025 grant period. This percentage is based upon the number of eligible households historically served by all Native American Tribal Organizations in relation to the number of all eligible Maine households served.
3. The PNTA will provide LIHEAP Assistance to LIHEAP-eligible households on the reservation and to eligible households who reside in the immediate vicinity to Indian Island, specifically in the towns of Alton, Argyle, Bradley, Costigan, Lee, Milford, Old Town, and Orono. Non-Penobscot Nation households who reside on Indian Island will be referred to Penquis Community Action Program, Inc. and/or their towns of residence, or to their respective tribal organizations.
4. Community Action Agencies (“CAAs”) under contract with MaineHousing to provide LIHEAP services to non-tribal households, will forward to the PNTA all applications from households that include PNTA tribal members living in a PNTA Tribal Township/Municipality.
5. CAAs may process applications from households that include PNTA tribal members not living on a PNTA Tribal Township/Municipality. However, the CAA must contact the PNTA prior to certification to prevent duplication of services and duplication of payment.
6. The PNTA and the CAAs shall make every effort to coordinate services to prevent duplication of services and duplication of payment. The PNTA and the CAAs shall prepare and exchange lists, throughout the program year, of Native Americans they have provided LIHEAP services to.
7. The PNTA and the CAAs will make every effort to make applicant referrals between the parties as necessary to ensure that all eligible households are given the opportunity to participate in the Low Income Home Energy Assistance Program.
8. The PNTA will receive **0.797%** of Maine’s 2024–2025 LIHEAP grant award, based on the number of eligible households it historically served in relation to the number of all eligible Maine households served.

SIGNED:


Kirk Francis, Tribal Chief
PENOBSCOT NATION TRIBAL ADMINISTRATION

DATE: 8/16/24

SIGNED:


Jamie Johnson, Senior Director of Operations
MAINE STATE HOUSING AUTHORITY

DATE: 8/26/24

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, entered into by and between the **PLEASANT POINT RESERVATION, PASSAMAQUODDY TRIBE** ("PPRPT") and **MAINE STATE HOUSING AUTHORITY** ("MaineHousing"), seeks to establish a mutual working relationship between the parties as it applies to the operations of the U.S. Department of Health and Human Services' Low Income Home Energy Assistance Program ("LIHEAP") for the 2024-2025 grant year. This agreement is in effect from the period of October 1, 2024 through September 30, 2025.

WHEREFORE, it is mutually agreed as follows:

1. The individual members of Maine's Native American Tribal Organizations will be better served through a direct grant from the federal government rather than as part of the LIHEAP program operated by MaineHousing.
2. Maine's Native American Tribal Organizations will receive 3.655% of the total Low Income Home Energy Assistance Program funds allocated to the State of Maine for the 2024-2025 grant period. This percentage is based upon the number of eligible households historically served by all Native American Tribal Organizations in relation to the number of all eligible Maine households served.
3. The PPRPT will provide LIHEAP Assistance to LIHEAP-eligible households on the reservation and to any and all off reservation Tribal members who apply.
4. Community Action Agencies ("CAAs") under contract with MaineHousing to provide LIHEAP services to non-tribal households, will forward to the PPRPT all applications from households that include PPRPT tribal members living in a PPRPT Tribal Township/Municipality.
5. CAAs may process applications from households that include PPRPT tribal members not living in a PPRPT Tribal Township/Municipality. However, the CAA must contact the PPRPT prior to certification to prevent duplication of services and duplication of payment.
6. The PPRPT and the CAAs shall make every effort to coordinate services to prevent duplication of services and duplication of payment. The PPRPT and the CAAs shall prepare and exchange lists, throughout the program year, of Native Americans they have provided LIHEAP services to.
7. The PPRPT and the CAAs will make every effort to make applicant referrals between the parties as necessary to ensure that all eligible households are given the opportunity to participate in the Low Income Home Energy Assistance Program.
8. The PPRPT will receive 1.158% of Maine's 2024-2025 LIHEAP grant award, based on the number of eligible households it historically served in relation to the number of all eligible Maine households served.

SIGNED: _____

Pos Bassett, Tribal Chief
PLEASANT POINT RESERVATION, PASSAMAQUODDY TRIBE

DATE: 8-15-24

SIGNED: _____

Jamie Johnson, Senior Director of Operations
MAINE STATE HOUSING AUTHORITY

DATE: 8/20/24