

**2013-2014 MASTER GRANT AGREEMENT**  
**Exhibit A, Program Element 12**  
**Low Income Home Energy Assistance Program**

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**1. Description.** The Low-Income Home Energy Assistance Program (LIHEAP) is intended to assist low-income households, particularly those with the lowest incomes who pay a high proportion of household income for home energy, primarily to meet their immediate home energy needs. Services covered by LIHEAP include bill payment assistance, energy education, case management, and home weatherization.

**2. Definitions.** Capitalized words in this work plan shall have the meanings provided herein, as stated in 42 U.S.C. 8621, ORS 458.505, 45 CFR 96, OAR 813-200, or as otherwise provided by OHCS unless the context clearly requires otherwise:

“*ASSURANCE 16 FUNDS*” mean the portion of LIHEAP funds used by states to provide services, including needs assessments, counseling, and assistance with energy vendors, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance.

“*CRISIS ASSISTANCE*” means the assistance provided to help low-income households to meet crisis situations such as supply shortages, loss of household heat, minor fuel source repairs, furnace repairs and other situations approved by the Department as described in the state plan and Energy Assistance Operations Manual.

“*HOME ENERGY SUPPLIER*” means a supplier who either delivers Home Energy in bulk to households, or provides Home Energy continuously via wire or pipe.

“*HOUSEHOLD*” means any individual residing alone or groups of individuals who are living together as one economic unit and purchase residential energy in common.

“*LEGAL REQUIREMENTS*” means federal and state statutes applicable to LIHEAP, federal and state rules and regulations applicable to LIHEAP, the LIHEAP State Plan, the Energy Assistance Operations Manual, and OHCS directives, all as amended from time to time. LEGAL REQUIREMENTS are, and shall be deemed by the parties to constitute, terms and conditions of this Agreement.

“*LIHEAP*” means the Low-Income Home Energy Assistance Program.

“*OHCS*” means the State of Oregon, acting by and through its Housing and Community Services Department.

“*HHS*” means U.S. Department of Health and Human Services

“*SUBGRANTEE*” means the public or private nonprofit organization which has entered into this Agreement with OHCS to administer LIHEAP at the local level within the designated service area.

“*SUBRECIPIENT*” means a public or private nonprofit organization that enters into a written agreement with SUBGRANTEE satisfactory to OHCS to provide LIHEAP assistance to certified participants.

“*WORK PLAN APPLICATION*” means SUBGRANTEE Agency’s Funding application, which is part of the contract between the OHCS and SUBGRANTEE Agency.

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### 3. Scope of Work.

- A. SUBGRANTEE shall, and shall cause and shall require by contract that its SUBRECIPIENTS comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Agreement, including its local WORK PLAN APPLICATION as approved by OHCS and supplemented herein, together with applicable LEGAL REQUIREMENTS including CFDA 93.568, 2 U.S.C. 8621, ORS 458.505, 45 CFR 96, and OAR 813-200. The approved WORK PLAN APPLICATION is incorporated herein by reference. The remaining provisions of this Section 3 are supplemental to, and do not limit the obligations of SUBGRANTEE or its SUBRECIPIENTS arising under this Subsection 3A or otherwise under this agreement.
- B. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to administer LIHEAP funds in a manner satisfactory to OHCS and in compliance with all PROGRAM REQUIREMENTS, including but not limited to the following terms and conditions:
- 1) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to provide heating assistance with LIHEAP funds anytime between October 1<sup>st</sup> and June 30<sup>th</sup> as funding allows.
  - 2) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to provide CRISIS ASSISTANCE from December 1<sup>st</sup> through March 15<sup>th</sup>. If direct service funds are exhausted before March 15<sup>th</sup>, SUBGRANTEE and SUBRECIPIENTS must be available to assist HOUSEHOLDS in crisis by providing information, referral, advocacy, and/or case management services. SUBGRANTEE may choose to offer CRISIS ASSISTANCE on a year-round basis.
  - 3) SUBGRANTEE may request approval from OHCS program coordinator to extend timelines for any assistance component based on funding and operational circumstances.
  - 4) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that outreach is performed in a manner which ensures all eligible HOUSEHOLDS are made aware of available LIHEAP assistance. This includes, but is not limited to placing posters in local and county social service offices, publishing articles in local newspapers, broadcast media announcements, and vendor billing inserts and/or mailings. SUBGRANTEES may also execute interagency agreements with other low-income program offices to perform outreach tasks.
  - 5) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure applications for the LIHEAP program (every component, including crisis) will be accepted at sites that are geographically accessible to all HOUSEHOLDS across their service area.
  - 6) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to ensure that individuals who are “homebound” (physically infirm) will be provided alternative application methods, including but not limited to phone, mail and/or home visits.
  - 7) SUBGRANTEE may choose to prioritize vulnerable populations (including elderly, disabled and families with young children) for a brief phase at the start of the heating assistance season. Priority intake periods are intended to allow for additional time and outreach necessary to provide quality services to vulnerable populations, and shall not exclude non-targeted HOUSEHOLDS for more than a short period of time.
  - 8) SUBGRANTEE may request approval to target specific services to allowable populations based on community need. Clear policies for application, eligibility and outreach practices must be outlined in the local WORK PLAN APPLICATION and approved by OHCS. Examples of targeted populations include, but are not limited to:
    - a) HOUSEHOLDS that have not accessed other available energy assistance for the current program year (e.g. fuel funds, utility programs).

- b) Vulnerable Populations as defined by the LIHEAP statute, including seniors, disabled, and families with young children.
  - c) HOUSEHOLDS who opt to participate in pilot programs including long term case management, energy education, and/or arrearage management programs.
- 9) SUBGRANTEES with Tribal LIHEAP Grantees (tribes who receive LIHEAP funds directly from HHS) in their service area shall, and shall cause and shall require its SUBRECIPIENTS by contract to make every effort to assure that tribal HOUSEHOLDS do not receive duplicate payments or services. If for any reason an eligible tribal member is unable to access their tribal LIHEAP program (e.g. out of funds, geographically inaccessible, unanticipated hardship) they should be served as any other eligible household. HOUSEHOLDS affiliated with tribes not receiving LIHEAP funds from HHS should be treated as any other applicant. Any deviation from these policies must be approved by OHCS.
  - 10) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that HOUSEHOLDS receiving LIHEAP benefits are determined to be eligible based on guidelines provided annually by OHCS. SUBGRANTEE is responsible to OHCS for any losses resulting from improper or negligent issuance of LIHEAP funds.
  - 11) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to use the benefit matrix and payment guidelines as outlined in the Energy Assistance Operations Manual to determine LIHEAP benefit levels. Any variation from statewide payment levels or types must be approved by OHCS.
  - 12) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that eligible HOUSEHOLDS facing energy-related emergencies are served by “fast track” or expedited procedures which ensure that:
    - a) for life-threatening emergencies, some form of assistance will be provided within eighteen (18) hours of application that will resolve the energy crisis; and
    - b) for non-life-threatening emergencies, some form of assistance will be provided within forty-eight (48) hours of program application that will resolve the energy crisis.
  - 13) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to provide any of the following forms of assistance, or a combination thereof, to resolve energy related emergencies:
    - a) Bill Payment Assistance
    - b) Heat System Repair or Replacement- includes repair, replacement or conversion of inoperative, non-functional or unsafe household heating equipment necessary to alleviate potential heating and/or energy crisis. When considering furnace repair or replacement, considerable effort should be made to supplement LIHEAP funds with other leveraged resources.
    - c) Other Equipment Repair/Replacement- includes repair or replacement of inoperative, non-functional or unsafe household appliances/equipment necessary to alleviate home energy crisis. When considering equipment repair or replacement, considerable effort should be made to supplement LIHEAP funds with other leveraged resources.
    - d) Other Emergency Services- including , but not limited to information, referral, coordination of benefits, advocacy, case management and/or other goods and services necessary to relieve immediate threat to health and safety.

- 14) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to notify HOUSEHOLDS regarding the amount of bill payment assistance committed at the time of their intake. Applicants who apply by mail should receive a notice by mail or may be notified by telephone.
- 15) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that LIHEAP ASSURANCE 16 FUNDS are used to reduce household energy burden, improve utility payment patterns, promote energy conservation and improve household self-sufficiency. SUBGRANTEE shall outline policies and procedures for awarding Assurance 16 funding in their local WORK PLAN APPLICATION.
- 16) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to have documented Denial, Appeal, and Fair Hearing procedures for LIHEAP applicants as outlined in the LIHEAP State Plan and the Energy Assistance Operations Manual. These policies and procedures must be available to applicants upon request.
- 17) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that participating HOME ENERGY SUPPLIERS sign and comply with vendor contracts. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to ensure that no HOME ENERGY SUPPLIER is paid with LIHEAP funds without a signed contract. In extreme cases where a HOME ENERGY SUPPLIER is not under contract, households may be paid directly.
- 18) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to be responsible for authenticating all HOME ENERGY SUPPLIERS paid with LIHEAP funds. A process for authentication (e.g. verifiable tax ID, business documentation) must be outlined and approved in the local WORK PLAN APPLICATION.
- 19) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to be responsible for paying HOME ENERGY SUPPLIERS within 45 days of committing a LIHEAP benefit, unless otherwise specified in the vendor contract.
- 20) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to be responsible for assuring that applicants understand and sign a vendor release of information (preferably on the program application) in cases where household information must be obtained from a utility/vendor.
- 21) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures LIHEAP program integrity. This includes the following procedures to be established and outlined in local documentation (e.g. staff policy/procedure manuals):
  - a) SUBGRANTEE shall establish and maintain regular SUBRECIPIENT monitoring practices (if applicable). SUBGRANTEE shall obtain prior written approval from OHCS when adding additional SUBRECIPIENTS or renewing any SUBRECIPIENTS.
  - b) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that completed applications and HOUSEHOLD benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
  - c) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to maintain clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for energy assistance services.
  - d) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to maintain clear procedures for dealing with applicants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.

- e) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to maintain clear procedures, satisfactory to OHCS, for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.
- 22) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to maintain accurate program records necessary for reporting and monitoring, and in accordance with the following terms and conditions:
- a) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to assure that all necessary documentation is included in the client file. Required documents for each applicant household are outlined in the annual Energy Assistance Operations Manual.
  - b) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to allow OHCS access to, or furnish, whatever information and/or documentation is necessary for OHCS to conduct reviews and monitor progress or performance to determine conformity with intended program purposes. SUBGRANTEE shall permit representatives of OHCS to visit its sites or SUBRECIPIENT sites, and to review and audit all records pertinent to LIHEAP at any reasonable time, with or without benefit of prior notification.
- 23) SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to not use LIHEAP funds to pay for any person influencing or attempting to influence an officer or 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. If any funds other than LIHEAP have been paid or will be paid to any employees for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of the Federal LIHEAP contract, grant, loan or cooperative agreement, SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to complete and submit Standard-Form-LLL (“Disclosure Form to Report Lobbying”) in accordance with its instructions.

#### **4. Program Specific Reporting**

- A. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to ensure that data collection and reporting for LIHEAP funded activities be conducted through the use of OHCS approved OPUS database. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS to assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS, ideally at the time of intake.
- B. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to maintain record of leveraged resources as outlined in the LIHEAP State Plan. SUBGRANTEES must use this documentation to complete and submit the LIHEAP Leverage report, satisfactory to OHCS, due annually by October 15<sup>th</sup>.
- C. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to submit all reports as required in the Master Agreement and outlined in the Energy Assistance Operations Manual as satisfactory to OHCS.
- D. SUBGRANTEE shall provide additional reports as needed or requested by OHCS.
- E. SUBGRANTEE may request a reporting deadline extension when necessary.

#### **5. Performance Measures**

- A. SUBGRANTEE shall, and shall cause and shall require its SUBRECIPIENTS by contract to operate its LIHEAP program in a manner designed to achieve the following performance goals:

- 1) Increased energy stability as measured by the number of households served statewide prior to disconnect or out of fuel. The statewide target is 95%.