

Maine
HHS LIHEAP Program Integrity Plan – Application for Funding

Attachment 1 Answers

RECENT AUDIT FINDINGS

Describe any audit findings of material weaknesses and reportable conditions, questioned costs and other findings cited in FY2010 or the prior three years, in annual audits, State monitoring assessments, Inspector General reviews, or other Government Agency reviews of LIHEAP agency finances.

MaineHousing as the Sub-grantee most recent audit findings identified late reporting of the REACH Grant, which was then completed and submitted to DHHS. There has been no other findings in LIHEAP to date.

Please describe whether the cited audit findings or relevant operations have been resolved or corrected. If not, please describe the plan and timeline for doing so in FY2011.

Maine Housing has replaced prior staff Manager with new staff Managers, provided training and oversight to ensure we stay on top of the Reports as required. We anticipated now that the LIHEAP program is fully staffed that all reports for 2011 will be submitted on time.

COMPLIANCE MONITORING

Describe the State's FY2010 strategies that will continue in FY2011 for monitoring compliance with State and Federal LIHEAP policies and procedures by the State and local administering agencies.

MaineHousing conducts ongoing monitoring of the sub-grantees, vendors and centralized computer system to ensure compliance with State and Federal LIHEAP policies and procedures. MaineHousing also attends monthly meeting to discuss any questions, concern or changes to the program or process with the Sub-grantees. MaineHousing's staff provides ongoing assistance over the phone and through email as required to address any questions or concern our partners may need. Should there be any compliance issues agencies are required to address and correct and finding within thirty days. If there should be major compliance or fraudulent activities MaineHousing would contact the Department of Health and Human Service's Office of Inspector General and the Maine State Attorney General for resolution.

Please highlight any strategies for compliance monitoring from your plan which will be newly implemented as of FY2011.

None is plan or determined needed at this time.

FRAUD REPORTING MECHANISMS

For FY2010 activities continuing in FY2011, please describe all (a) mechanisms available to the public for reporting cases of suspected LIHEAP fraud, waste or abuse? [These may include telephone hotlines, websites, email addresses, etc.] (b) strategies for advertising these resources.

MaineHousing requires Vendors and Subgrantees to report all fraud to MaineHousing. MaineHousing will investigate the reported fraud and determine the corrective action as necessary. Forms for reporting fraud is provided to the Vendor's and Subgrantees and submit to MaineHousing for follow up.

MaineHousing also tracks and verifies data through the centralized computer system to identify any unusual data or changes in information from previous records that indicates fraud could be a concern and follows up with the process.

Please highlight any tools or mechanisms from your plan which will be newly implemented in FY2011, and the timeline for that implementation.

We will provide the information on our web-site for anyone to report fraud in 2011-2012.

If you don't have any tools or mechanisms available to the public to prevent fraud or improper payments, please describe your plan for involving all citizens and stakeholders involved with your program in detecting fraud.

MaineHousing will look to provide statements at all our intake sites and on posters provide to advertise the program. We will plan to follow identified best practices for 2012. Work with DHHS for best practices in the future.

VERIFYING APPLICANT IDENTITIES

Describe all FY2010 State policies continuing in FY2011 for how identities of applicants and household members are verified.

Proof is required, generally in the form of paystubs, bills, bank statements, telephone bills, address and social security numbers, etc. Details are described in our Chapter 24 Rule and LIHEAP Handbook.

Highlight any policy or strategy from your plan which will be newly implemented in FY2011.

Going forward MaineHousing (MH) will be working with the Federal Dept of Health and Human Services, (DHHS) to identify the best practices implemented for verification.

Describe the State's FY2011 policy in regards to requiring Social Security Numbers from applicants and/or household members applying for LIHEAP benefits.

Applicants for LIHEAP benefits must provide their Social Security Number in the LIHEAP application Process (MSHA State Plan, page 31). Applicants that provide household income through SS are verified through the Social Security Administration. (See Contract Agreement with MH attached). MaineHousing has always required SSN for everyone in the households; small children under two who have not received a SSN as of the date of application are still processed, however the applicant is instructed that the SSN must be provided for the up-coming program year.

Describe whether the State's Policy for requiring or not requiring Social Security numbers is new as of FY 2011, or remaining the same.

This is not a new policy, however going forward over the next two or three years MH will verify all of the SSN with the Social Security Administration or best practices determined by DHHS.

Describe if and how the State used existing government systems and databases to verify applicant or household member incomes.

Currently MaineHousing works with Maine's Department of Health and Human Services to verify applicants with social security income through the Social Security Administration. Proof of unemployment benefits are also verified through the Department of Labor for unemployed applicants.

Highlight anything that will be newly implemented in FY2011.

Work with DHHS for best practices in the future.

Describe how the State or designee used State Directories of new hires or similar systems to confirm income eligibility in FY2010 and continuing in FY 2011.

Currently there is not a system in place in the State of Maine.

Anything newly implemented in FY2011.

Work with DHHS for best practices in the future

Describe the financial and operating controls in place in FY 2010 that will continue in FY2011 to protect client information against improper use or disclosure.

Any information obtained by Grantee or Subgrantee, its employees, agents, contractors, or any other representatives in the administration of Programs, whether obtained from the Applicant or Household or from a third person, shall be kept confidential and shall not be made available for public inspection or released to any person, entity or agency unless: there is written consent to do so, information is required for an audit or the like, Applicant or Household has released such information for participation in a fair hearing, or disclosure of said information is required by law (Home Energy Assistance Program Rule, page 23, letter C).

Any statements of financial condition or information concerning LIHEAP or ECIP applicants or recipients submitted to vendors, or its employees, agents, contractors or other representatives is kept confidential (MSHA State Plan, see oil, kerosene, propane, electric, natural gas, coal Vendor Agreements section 14, letters A & B; see wood vendor agreement section 11 letters A & B).

Anything newly implemented in FY2011.

Work with DHHS for best practices in the future

Describe the State's FY 2010 procedures continuing in FY2011 for averting fraud and improper payments when dealing with bulk fuel dealers of heating oil, propane, wood and other unregulated energy utilities.

MaineHousing uses Vendor Agreements, annual reports provided by all contracted vendors, and on-site monitoring (State Plan, page 25, ref 2605(b) (7) (B) & (C)). LIHEAP household shall select Vendor who has entered into a Vendor Agreement to provide Home Energy; HEAP benefits paid directly to Vendor (Home Energy Assistance Program Rule, page 12, section 5, letter E).

Anything newly implemented in FY2011.

Work with DHHS for best practices in the future

Describe State FY2010 policies continuing in FY2011 for verifying the authenticity of energy vendors being paid under LIHEAP, as part of the State's procedure for averting fraud.

Contracts are made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement with consideration given to matters such as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources (Home Energy Assistance Program Rule, page 26, letter K). All vendors must supply valid TIN number, or Social Security number, in the contracting process.

Maine's centralized computer systems tracks all payments by customer to all vendor's regulated or un-regulated. Maine conducts site audits throughout the program to ensure compliance and no abuse or fraud is being done. All vendors must complete an annual report that provides details of all household activities through out the heating system. New vendors are screen and interviewed prior to executing a contract, federal ID's are also required as part of the Vendor Contract that is attached to the state plan. Any vendor found to be committing fraud is turned over to the Attorney General and DHHS OIG.

Anything newly implemented in FY2011.

Work with DHHS for best practices in the future

In regards to fraud prevention, please describe elements of your FY2010 plan continuing in FY2011 for training and providing technical assistance to (a) employees, (b) non-governmental staff involved in the eligibility process, (c) clients, and (d) energy vendors.

MaineHousing provides training and technical assistance to all Subgrantees through a regular monthly meeting, and to both Subgrantees and vendors through monitoring visits. MaineHousing will, upon request from the Subgrantee or in response to needs MH identifies, provide technical assistance.

The MH Vendor Handbook includes language on identifying potential abuse under the program, and outlines the reporting process. LIHEAP application requires the primary client to sign, attesting that all information provided is accurate.

NOTE: Training of MH program and compliance staff includes specialized training on fraud topics.

Anything newly implemented in FY2011.

Work with DHHS for best practices in the future

Describe the annual audit requirements in place for local administering agencies in FY2010 that will continue into FY2011.

Subgrantees are required to have an A-133 audit by an independent auditor, in accordance with the Comptroller General's Standards for Audit of Governmental Organizations, Programs, Activities and Functions and A-133 (MSHA State Plan, page 27). MaineHousing conducts program and fiscal monitoring of Subgrantees at least once per year for compliance with Federal and State rules and regulations in a manner consistent with applicable state law and the HEAP Act (Home Energy Assistance Program Rule, page 24, letter D). Subgrantees shall require contractors to maintain all required records for three years after final payments have been made and all other pending matter are closed (Home Energy Assistance Program Rule, page 27, section 7).

Anything newly implemented in FY2011.

Work with DHHS for best practices in the future

THIRD AMENDMENT TO VENDOR AGREEMENT (OIL AND KEROSENE)

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM &
ENERGY CRISIS INTERVENTION PROGRAM**

Parties. The parties to this Third Amendment to Vendor Agreement (Oil and Kerosene) (the "Third Amendment") are Maine State Housing Authority, with its offices at 353 Water Street, Augusta, Maine 04330, ("MaineHousing") and

_____, with its offices at

(Street Address)

(P.O. Box, if any)

(Town or City, State and Zip Code)

(Phone number) (the "Supplier").

Purpose. MaineHousing and Supplier entered into a Low Income Home Energy Assistance Program & Energy Crisis Intervention Program Vendor Agreement (Oil and Kerosene) for the 2007-2008 LIHEAP program year (the "LIHEAP Contract"). The LIHEAP Contract was amended by a First Amendment, which extended the LIHEAP Contract to cover the 2008-2009 program year, and by a Second Amendment, which extended the LIHEAP Contract to cover the 2009-2010 program year (the "Amended LIHEAP Contract"). The Amended LIHEAP Contract expires on June 30, 2010. The purpose of this Third Amendment is to (i) extend the Amended LIHEAP Contract to cover the 2010-2011 LIHEAP program year, (ii) clarify the period of time during which the fuel pricing options remain in effect, and (iii) clarify certain provisions regarding price protection plans.

Agreement. MaineHousing and Supplier hereby agree that the Amended LIHEAP Contract is further amended as follows:

1. Section 3.A, Effective Date, is deleted and the following is inserted in its place.

Effective Date. The term of this Agreement begins on the later to occur of (i) July 1, 2010, or (ii) the date of formal approval of the State Plan for the Low Income Home Energy Assistance Program for FY 2010-2011 by the United States Department of Health and Human Services.

2. In Section 3.B, Expiration Date, the date "June 30, 2010" is deleted and replaced by "June 30, 2011".

3. In Section 5.C.1, the first sentence is deleted and the following is inserted in its place:

Annually, no later than the date that Supplier executes this Agreement or any amendment extending the term hereof to cover a subsequent LIHEAP program year, Supplier shall elect one of the three fuel pricing options described below in Option A, Option B, and Option C.

4. In Section 5.C.2, the last sentence under each of Options A, B and C (stating “If elected by Supplier, this pricing option shall remain in effect through June 30, 2010”) is deleted, and the following is inserted in its place:

If elected by Supplier, this pricing option shall apply and remain in effect during the Heating Season, as defined in the Rule, covered by this Agreement.

5. In Section 5.C.4, the first sentence of the last paragraph is deleted and the following is inserted in its place:

Pricing and other terms and conditions of a Price Protection Plan offered to Eligible Households receiving LIHEAP benefits must be the same as those offered to all of Supplier’s other customers taking deliveries of the type of fuel specified in the Price Protection Plan, except that the LIHEAP benefit set forth in the Voucher/Benefit Notice 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.

6. In Section 9.A concerning the Clean, Tune, and Evaluate demonstration program, the reference to “2009-2010” is deleted and replaced by “2010-2011”.

7. Except as amended by this Third Amendment, the Amended LIHEAP Contract shall remain unchanged and in full force and effect.

In witness whereof, MaineHousing and Supplier, by their respective duly authorized representatives, have executed this Third Amendment in two (2) counterpart originals, each such original being one and the same agreement.

MAINE STATE HOUSING AUTHORITY

Witness

By: _____
Margaret Bean
Its Deputy Director

SUPPLIER

Witness

By: _____
Typed Name: _____
Typed Title: _____

MAINE STATE HOUSING AUTHORITY
 U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
 HOME ENERGY ASSISTANCE PROGRAMS
 CFDA # 93.568

SUBGRANT AGREEMENT

1. PARTIES TO AGREEMENT, COVERED PROGRAMS, AND FUNDING.

A. Parties and Covered Programs. Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State of Maine, with its offices at 353 Water Street, Augusta, Maine 04330 ("MaineHousing") and

_____ ,
 with a mailing address of _____ and
 a street address of _____ ,
 with a telephone number of 207-_____, and
 with a federal tax identification number of _____ ,

(the "Subgrantee") hereby enter into this Subgrant Agreement (the "Agreement") to implement and administer portions of the Home Energy Assistance Program ("HEAP"), the Other Benefits component of HEAP ("Other Benefits"), the Energy Crisis Intervention Program – ECIP A component only ("ECIP A"), the Weatherization component of HEAP ("HEAP Wx"), and the Leveraging Component of HEAP ("HEAP Leveraging") (collectively, the "Covered Programs") in Subgrantee's Service Area as directed and approved by MaineHousing in accordance with the terms and conditions of this Agreement.

B. Direct Amount of Funding. Subject to the terms and conditions of this Agreement, the Amount of Funding to be provided directly to Subgrantee is as follows:

<u>Project Title</u>	<u>Amount of Funding</u>
Other Benefits	\$
HEAP Wx	\$
HEAP Leveraging	\$
Administration	\$ _____
<i>Total</i>	\$

C. Allocated Amount of Funding. Subject to the terms and conditions of this Agreement, the Amount of Funding to be allocated for Subgrantee's Service Area for HEAP and ECIP A shall be retained by MaineHousing and paid out by MaineHousing directly to fuel and energy suppliers pursuant to the terms and conditions of agreements between MaineHousing and the suppliers. The Amount of Funding for HEAP and ECIP A allocated for Subgrantee's Service Area is as follows:

HEAP	\$ 0
ECIP A	\$ _____ 0
<i>Total</i>	\$ 0

2. DEFINITIONS.

As used in this Agreement, the following terms have the following meanings:

- A. "Act" means the Maine Housing Authorities Act, 30-A M.R.S.A. §4701 et seq., as may be amended from time to time.
- B. "Administration" means the Subgrantee's direct costs for administering HEAP, Other Benefits, ECIP A, HEAP Wx, and HEAP Leveraging as authorized pursuant to the HEAP Act and the Rules, as applicable, and for purposes of this Agreement, means the amount specified as such in Section 1.B hereof.
- C. "Amount of Funding" means the maximum amount of funds allocated for Subgrantee's Service Area, whether directly to Subgrantee or retained by MaineHousing, pursuant to the categories identified in Section 1 of this Agreement.
- D. "Department" means the United States Department of Health and Human Services.
- E. "ECIP" means the Energy Crisis Intervention Program.
- F. "Effective Date" means the date on which the term of this Agreement begins, as identified in Section 3 hereof.
- G. "Eligible Household" shall have the same meaning as set forth in the Rules.
- H. "HEAP" means the Home Energy Assistance Program.
- I. "HEAP Act" means the federal law and regulations that govern the HEAP program including, but not limited to, Pub. L. 97-35, Title XXVI, 45 C.F.R. §§96.1 through 96.68, and 45 C.F.R. §§96.80 et seq., all as may be amended from time to time.
- J. "HEAP Leveraging" means those funds awarded to the Subgrantee in Section 1 hereof, originating from and governed by the Leveraging Incentive Program under the HEAP Act.
- K. "Other Benefits" means those funds awarded to the Subgrantee in Section 1 hereof, originating from and governed by the Other Benefits Program under the HEAP Act.
- L. "HEAP Wx" means the weatherization component of the Home Energy Assistance Program.
- M. "Program Reports" means the Subgrantee's reports, whether recorded in computerized information management systems or prepared on forms, as MaineHousing shall prescribe, provided to and verified by MaineHousing, that set forth the total amounts of operating and administrative costs, if any, for the Covered Programs within the Service Area for the preceding month and the aggregate of all such costs incurred since the beginning of the Program Year.

- N. "Program Year" means July 1, 2010 through September 30, 2011 for HEAP, ECIP A and Other Benefits; and October 1, 2010 through September 30, 2011 for Heap WX and HEAP Leveraging.
- O. "Records" means any of the Subgrantee's books, documents, payroll reports, financial statements, papers, data contained in computerized information management systems, Program Reports, or other materials, regardless of form, that are necessary or desirable for the administration and operation of the Covered Programs in the Service Area.
- P. "Rules" means the Home Energy Assistance Program Rule, Rule Chapter 24, and the Weatherization Rule, Rule Chapter 25, both of the Rules of the Maine State Housing Authority.
- Q. "Service Area" means the geographic area, as specified by MaineHousing, within which the Subgrantee operates the Covered Programs.
- R. "Subgrantee" shall have the same meaning as set forth in the Rules, and for purposes of this Agreement, the Subgrantee is the entity identified as such in Section 1 hereof.

3. TERM OF AGREEMENT.

The term of this Agreement begins on July 1, 2010 and ends on the earlier of September 30, 2011 or the date of any earlier termination of this Agreement in accordance with Section 9 hereof.

4. SUBGRANTEE RESPONSIBILITIES.

- A. Work to be Performed. The responsibilities of the Subgrantee include, but are not limited to, providing the following services as approved by MaineHousing:
 1. informing the public about the availability of HEAP, Other Benefits, ECIP A, HEAP Wx, and HEAP Leveraging, and coordinating outreach activities with fuel assistance programs, as applicable;
 2. providing application intake, documentation and verification services;
 3. making eligibility determinations for all applicants;
 4. providing services within its Service Area on a first come, first served basis, except for priorities and such other considerations as permitted in the Rules;
 5. providing written notification to applicants of their right to request a fair hearing when appropriate;
 6. providing any service and performing any act required of it under the Act, the HEAP Act, the Rules and any other applicable provision of Maine or federal law; and
 7. implementing and utilizing such information management systems software and equipment as MaineHousing may require for administration of HEAP, Other

Benefits, ECIP A, HEAP Wx, and HEAP Leveraging and recordkeeping and reporting thereunder.

- B. Volunteers. The Subgrantee will attempt to secure the services of volunteers, training participants, and public service employment workers, pursuant to the Job Training Partnership Act, 29 U.S.C. §1502 et seq., to work under the supervision of qualified supervisors.
- C. Coordination of Funds. The Subgrantee's use of the funds made available under this Agreement shall be coordinated with other Federal, State, local or privately funded programs that directly provide energy assistance to Eligible Households.
- D. MERAC. Subgrantee agrees to cooperate fully with MaineHousing and other subgrantees in the ongoing development and implementation of MaineHousing's enhanced statistical analysis reporting system, and to utilize the system for Covered Programs operations and administration and for continuous quality improvement, including without limitation, monthly trend analysis and trouble-shooting.

5. BUDGETS AND WORK PLANS.

The Subgrantee shall submit for MaineHousing's approval detailed written budgets and work plans for the administration of HEAP, ECIP A, Other Benefits, HEAP Wx and HEAP Leveraging. Such budgets and work plans shall be submitted on such forms as are required by MaineHousing, on or before a date specified by MaineHousing. The Subgrantee shall not be allocated or receive the Amount of Funding or any portion thereof until budgets and work plans have been submitted to and approved by MaineHousing. Once approved by MaineHousing, the budgets and work plans shall be deemed to be expressly incorporated into this Agreement by reference and shall be a part hereof. The Subgrantee shall administer the Covered Programs in accordance with the approved budgets and work plans and understands and agrees that expenditures for the administration of the Covered Programs will be made only in accordance with the budgets and work plans approved by MaineHousing and with the Act, the HEAP Act, and the Rules. For proposed deviations of ten percent (10%) or more per budget line item greater than \$1,000, the Subgrantee shall obtain the written approval of MaineHousing's Energy and Housing Services Manager of Program Operations prior to any such deviation. The Subgrantee further agrees that no portion of the Amount of Funding for any of the Covered Programs may be reallocated by Subgrantee to any of the other Covered Programs unless expressly authorized in writing in advance by MaineHousing.

6. PAYMENTS.

- A. Timing. Upon the Effective Date of this Agreement but not before the submission and approval of the Subgrantee's budgets and work plans, MaineHousing will pay the Subgrantee funds in an amount determined necessary by MaineHousing, in its sole judgment, to initially operate and administer Other Benefits, HEAP Wx, and HEAP Leveraging and to administer HEAP and ECIP A within the Subgrantee's Service Area. MaineHousing shall thereafter pay such additional amounts to the Subgrantee to be determined on the basis of Program Reports. Any payment later determined to have been made in excess of the amount necessary to operate or administer the Covered Programs will be subtracted from any future amounts otherwise payable to Subgrantee pursuant to the Subgrantee's Program Reports.

Subgrantee shall refund to MaineHousing any and all unexpended funds received from MaineHousing pursuant to this Agreement at the termination of this Agreement.

The Subgrantee shall submit Program Reports to MaineHousing no later than the twentieth day of each month of the Program Year (or the first working day following the twentieth day if the twentieth day falls on a weekend or a holiday), with time being of the essence. Subgrantee's Program Reports received after the required submission date may be processed with the Program Reports submitted by Subgrantee for the following month.

B. Subgrantee Responsibilities. The Subgrantee agrees that payment to the Subgrantee is further conditioned on:

1. MaineHousing's receipt, if requested from the Subgrantee, of any and all Records required under this Agreement, the Act, the HEAP Act and the Rules;
2. MaineHousing's receipt of the HEAP grant award from the Department; and
3. MaineHousing's approval of the Subgrantee's work plans and budgets.

7. INCREASES OR DECREASES IN FUNDING.

The Amount of Funding may be increased or decreased at the discretion of MaineHousing on the basis of monthly Program Reports submitted by the Subgrantee to MaineHousing showing the actual rate of expenditures or completions, or both, or on the basis of changes to MaineHousing's funding from the Department. MaineHousing assumes no liability for any consequences to the Subgrantee or any other entity or person arising out of any reduction in or withholding of the Amount of Funding anticipated to be made available or allocated to the Subgrantee under this Agreement.

8. LEGAL REQUIREMENTS.

The Subgrantee warrants and represents that its activities under this Agreement shall comply with this Agreement, the Act, the HEAP Act, the Rules, and any other applicable provisions of federal and Maine law, all of which are hereby incorporated into this Agreement by reference and made a part hereof. The Subgrantee further specifically warrants and represents that it will:

- a. use the funds available under this Agreement for the purposes described in the HEAP Act, and not use such funds for any payments other than payments specified in the HEAP Act;
- b. make payments under the HEAP Act only with respect to Eligible Households, and only as authorized by MaineHousing;
- c. conduct outreach activities designed to assure that Eligible Households, especially households with individuals who are elderly or individuals with disabilities, or both, are made aware of the assistance available under the HEAP Act and any similar energy-related assistance available under Subtitle B of Title VI of the Omnibus Budget Reconciliation Act of 1981 (relating to the community services block grant program) or any other provision of law that carries out programs that were formerly administered under the Economic Opportunity Act of 1964 prior to enactment of the HEAP Act;

- d. coordinate its activities under the HEAP Act with similar or related programs administered by the Federal Government or the State of Maine, particularly low-income energy-related programs under Subtitle B of Title VI of the Omnibus Budget Reconciliation Act of 1981 (relating to the community services block grant program), the supplemental security income program, Part A of Title IV of the Social Security Act, Title XX of the Social Security Act, the low-income weatherization assistance program under Title IV of the Energy Conservation and Production Act, or any other provision of law that carries out programs that were formerly administered under the Economic Opportunity Act of 1964 prior to enactment of the HEAP Act;
- e. furnish, in a timely manner, the highest level of assistance to those Eligible Households with the lowest incomes and the highest energy costs in relation to income, taking into account family size.
- f. not exclude any Eligible Households from receiving home energy assistance benefits under the HEAP Act and will treat owners and renters equitably under the Covered Programs;
- g. establish such fiscal control and fund accounting procedures as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the Subgrantee under the HEAP Act, including procedures for monitoring the assistance provided under the HEAP Act;
- h. permit and cooperate with Federal investigations undertaken in accordance with the HEAP Act;
- i. provide support respecting fair administrative hearings as required under the HEAP Act and the Rules;
- j. cooperate with the Department and MaineHousing with respect to data collecting and reporting under the HEAP Act; and
- k. provide outreach and intake functions for crisis situations and heating 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).

9. TERMINATION.

The Subgrantee's performance of the work or services under this Agreement may be terminated or suspended by MaineHousing in whole or in part from time to time during the term of this Agreement whenever MaineHousing determines, for any reason, that such termination or suspension is in the best interest of MaineHousing. Any such termination or suspension shall be effected by notice to the Subgrantee specifying the extent to which performance of the work or services under this Agreement is terminated or suspended, and the date on which such termination or suspension is effective.

10. ASSURANCES.

The Subgrantee hereby warrants and certifies to MaineHousing that its conduct and the activities performed in connection with this Agreement shall comply with the assurances and certifications contained in Appendices A and B, attached hereto and made a part hereof. The Subgrantee agrees that any and all references in said Appendices to the "applicant", the "undersigned", and the "grantee" shall apply and refer to the Subgrantee.

11. DEFAULT REMEDIES.

In addition to any other rights and remedies available to MaineHousing under this Agreement, at law or in equity, in the event of default by Subgrantee in the performance of one or more of its obligations under this Agreement, MaineHousing may:

- a. terminate this Agreement;
- b. withhold any further payments to Subgrantee under this Agreement;
- c. offset any amounts owed to Subgrantee under this Agreement against any damages or costs incurred by MaineHousing as a result of Subgrantee's failure to perform its obligations under this Agreement;
- d. recover from Subgrantee amounts paid to Subgrantee under this Agreement;
- e. bring an action against Subgrantee for specific performance to require Subgrantee to turn over to MaineHousing an amount of funds equal to the amount paid to Subgrantee but misapplied or misappropriated by Subgrantee;
- f. bring an action against Subgrantee for specific performance to require Subgrantee to turn over to MaineHousing any Records that MaineHousing is entitled to inspect, copy, audit or receive hereunder; or
- g. bring an action against Subgrantee to enjoin Subgrantee from destroying or removing any Records or other materials relating to the performance of this Agreement.

In all such instances, MaineHousing shall have the right to recover from Subgrantee its attorneys' fees and costs. In addition to the rights and remedies available to MaineHousing under this Agreement, MaineHousing shall have all remedies available at law and in equity in the event of Subgrantee's default in the performance of its obligations hereunder. MaineHousing may, at its sole option, exercise one or more of the rights and remedies available under this Agreement, at law and in equity 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.

12. CONFIDENTIAL INFORMATION.

- A. Confidentiality. Subgrantee and its employees, agents, contractors, subcontractors and other representatives shall keep confidential and shall not disclose any information, whether written or oral, acquired by any of them in the performance of this Agreement, including without limitation, (i) information provided or submitted by or on behalf of an applicant for

benefits under the Covered Programs or an Eligible Household and (ii) information provided or submitted by any third person concerning an applicant for benefits under the Covered Programs or an Eligible Household.

- B. Legal Duty to Disclose. Nothing in this Section shall be construed to prohibit the disclosure of any information that the Subgrantee is required to disclose pursuant to applicable law. In the event Subgrantee receives a request for disclosure of confidential information and such disclosure is required by law, Subgrantee shall, upon receiving such request, immediately notify MaineHousing thereof. Subgrantee shall not disclose such information until it has consulted with MaineHousing after providing such notice.
- C. Protection of Personally Identifiable Information. The Subgrantee shall safeguard and protect from disclosure at all times, and shall cause its employees, agents, contractors, subcontractors and other representatives to safeguard and protect from disclosure at all times, all personally identifiable information of an applicant for benefits under the Covered Programs or an Eligible Household ("Personally Identifiable Information"), including without limitation, taking the following steps:
1. putting measures in place to safeguard and protect Personally Identifiable Information from loss, theft, or inadvertent disclosure;
 2. ensuring that computers, laptops, and other electronic devices and media that contain Personally Identifiable Information are secure, password-protected, and allow Personally Identifiable Information to be encrypted;
 3. encrypting all Personally Identifiable Information contained on computers, laptops, and other electronic devices and media used in the operation or administration of the Covered Programs, whether contained in e-mails, attachments or otherwise;
 4. sending e-mail or e-mail attachments containing Personally Identifiable Information only if encrypted or through a secure e-mail server;
 5. making employees, agents, contractors, subcontractors and other representatives of Subgrantee providing services under the Covered Programs aware that the responsibility to safeguard and protect Personally Identifiable Information applies at all times, whether or not they are at a regular duty station or work location; and
 6. limiting disclosure of Personally Identifiable Information to those persons who have a direct need to know the Personally Identifiable Information in order to provide services to applicants for benefits or to Eligible Households under the Covered Programs.

13. MAINTENANCE AND INSPECTION OF RECORDS.

- A. Information Management Systems. The Subgrantee agrees to implement and utilize such information management systems software and equipment as MaineHousing may require for administration of HEAP, Other Benefits, ECIP A, HEAP Wx, and HEAP Leveraging and recordkeeping and reporting thereunder.

- B. Availability. The Subgrantee agrees to prepare, retain, make available, and supply to the Department or MaineHousing Records and other information necessary, as MaineHousing or the Department may determine, to audit and evaluate the Subgrantee's performance under this Agreement.
- C. Inspection and Copying. Records shall be available for inspection and copying by the Department or MaineHousing at the Subgrantee's office during its regular business hours. Records and information shall be stored and shall appear in such manner as may be prescribed by the Department or MaineHousing and applicable law.
- D. Content. At a minimum, Records shall identify the amount and disposition of amounts received by the Subgrantee under this Agreement and the total cost necessary to operate or administer HEAP, Other Benefits, ECIP A, HEAP Wx, and HEAP Leveraging in the Service Area.
- E. Retention. Records shall be retained by the Subgrantee for such time as may be required under applicable law or three (3) years after the term of this Agreement, whichever is later.

14. REPORTING AND AUDIT REQUIREMENTS.

- A. Questionnaires. The Subgrantee agrees to provide, in such form and at such times as may be prescribed by MaineHousing or the Department, such written responses to specific questions, surveys, or questionnaires as MaineHousing or the Department may determine necessary.
- B. Audits. The Subgrantee shall ensure that an audit of its financial affairs is conducted by a firm of independent certified public accountants after the close of the Subgrantee's fiscal year. These audits shall comply with applicable law and shall be provided to MaineHousing and the Department as either of them may require.

15. PROCUREMENT.

The Subgrantee agrees to abide by the Rules and all applicable state and federal laws in the area of procurement and bidding for goods and services necessary to administer the programs governed by this Agreement, including, without limitation, Section 507 of Public Law 103-333, which provides that, to the maximum extent practicable, all equipment and products purchased with HEAP grant funds be American made.

16. COPYRIGHT.

The Department, as the federal agency providing HEAP funds to MaineHousing, shall have, pursuant to 45 C.F.R. §92.34, a perpetual, royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for Federal government purposes, (i) the copyright in all original written materials developed, generated or produced by Subgrantee or any of its employees, agents, contractors, subcontractors, or other representatives or by MaineHousing in the performance of this Agreement, whether at Subgrantee's location, MaineHousing's location, or any other location, and paid with HEAP funds, and (ii) any rights of copyright with respect to which MaineHousing or Subgrantee or any of its employees, agents,

contractors, subcontractors, or other representatives purchases ownership with funds from the Department.

17. OWNERSHIP OF GREENHOUSE GAS EMISSIONS REDUCTIONS.

Subgrantee acknowledges and agrees that MaineHousing shall at all times own, be entitled to, and have the sole right to create, trade, sell, retire or otherwise control all rights and interests in all greenhouse gas emission reductions, including but not limited to carbon offsets and credits representing greenhouse gas emission reductions and all related certificates and value, whether in existence, verified or verifiable, or now or in the future part of a mandatory or voluntary greenhouse gas reduction program, (collectively, the "GHG Emission Reductions") resulting from any and all improvements paid for with HEAP funds and any other uses of HEAP funds. Subgrantee shall not at any time assert or claim any right or interest in or to, or exercise or attempt to exercise any control over, the GHG Emission Reductions.

18. CONFLICT OF INTEREST.

The Subgrantee warrants that it has not paid, or agreed to pay, any entity or person, other than a bona fide employee working solely for the Subgrantee, any fee, commission, percentage, brokerage fee, gifts, contingency, or any other consideration for inducing MaineHousing to enter into this Agreement. MaineHousing has the right to annul this Agreement without liability, and at its discretion, deduct from any amount paid or to be paid under this Agreement the full amount of any such fee, commission, percentage, brokerage fee, gifts, contingency, or other consideration for breach of said warranty.

19. INDEMNIFICATION.

- A. The Subgrantee agrees to indemnify, defend and save harmless MaineHousing and its commissioners, officers, employees, agents and other representatives from and against any and all claims, losses, damages, demands, suits or costs (including but not limited to attorneys' fees and legal costs) arising out of any act or omission, or out of any infringement of any patent, copyright or trademark, by the Subgrantee or its officers, agents, representatives, employees, contractors, subcontractors, materialmen, laborers or any other person, firm or entity furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement.
- B. Subgrantee shall be and remain fully liable for all losses or damages (including without limitation attorneys' fees and legal costs) suffered by MaineHousing as a result of any act or omission of Subgrantee or any officer, employee, agent, contractor, subcontractor or other representative of Subgrantee, in connection with any misapplication, theft or misappropriation of payments made by MaineHousing to Subgrantee hereunder, and Subgrantee shall reimburse MaineHousing therefor immediately upon demand by MaineHousing. MaineHousing shall have the right to recover all such amounts from Subgrantee by any and all means available under this Agreement, at law or in equity.

20. ENTIRE AGREEMENT; SEVERABILITY.

This Agreement constitutes the entire agreement between MaineHousing and the Subgrantee and supersedes any other contract or agreement, written or otherwise, which previously may have been

entered into by and between the Subgrantee 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 Subgrantee and MaineHousing shall continue to be bound thereby.

21. INDEPENDENT CAPACITY.

It is understood and agreed by the parties hereto that the Subgrantee and its agents and employees are acting in an independent capacity, as independent contractors, in the performance of this Agreement, and not as officers, agents or employees of MaineHousing.

22. SUBCONTRACTS.

Subgrantee shall neither delegate any responsibility to, nor enter into any contract with, any other party for the performance of any of the work or services under this Agreement without the prior written approval of MaineHousing.

23. ASSIGNMENT.

The Subgrantee shall not sell, transfer, assign or otherwise dispose of this Agreement or any portion hereof, or any interest herein or right or obligation hereunder, without prior written request to and prior written consent from MaineHousing. No attempt to sell, transfer, assign or otherwise dispose of this Agreement or any portion hereof, or any interest herein or right or obligation hereunder, shall in any case release the Subgrantee of its obligations, responsibility and liability under this Agreement.

24. AMENDMENTS.

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

25. GOVERNING LAW.

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

26. NOTICES.

Any notice or demand required or provided for in this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when sent or delivered to the respective addresses set forth below (or such other address as MaineHousing or Subgrantee may from time to time hereafter designate by notice given to the other as herein provided) (i) by hand delivery, in which case it is deemed received when left at the office of the addressee during normal business hours, (ii) by overnight United States mail or overnight commercial courier or delivery service, in which case it is deemed received the following business day, (iii) by certified mail, return receipt requested, in which case it is deemed received on the second business day after it is deposited in the United States mail, or (iv) by registered mail, in which case it is deemed received on the second business day after it is deposited in the United States mail.

To MaineHousing: Director of Energy and Housing Services
Maine State Housing Authority
353 Water Street
Augusta, Maine 04330

To the Subgrantee: _____ *Name of Subgrantee*
_____ *Mailing Address*
_____ *Street Address*
_____ *City, State, Zip Code*

27. WAIVER.

MaineHousing's failure to enforce any provision of this Agreement or to exercise any right or seek any remedy against the Subgrantee for breach of this Agreement, or MaineHousing's acceptance of any performance by the Subgrantee under this Agreement during any such breach 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 against the Subgrantee.

28. TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION.

Under penalties of perjury, the Subgrantee, by its duly authorized representative signing below, certifies that the number shown in Section 1 of this Agreement 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.

29. 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.

30. MISCELLANEOUS.

Subgrantee shall not discriminate against any person because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, physical or mental disability, or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, age, physical disability, or mental disability, or familial status.

The Subgrantee will send to each labor union or representative of the workers with which it has a collective or bargaining agreement, or other contract or understanding, whereby it is furnished with labor for the performances of its contract, a notice, to be provided by the contracting department or agency, advising the said labor union or worker's representative of the Subgrantee's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

The Subgrantee will cause the foregoing provisions to be inserted in all contracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

31. AUTHORIZED SIGNATURE.

The undersigned _____,
(Name) (Title)
of Subgrantee, hereby warrants that he/she has the authority to execute this Agreement on behalf of the Subgrantee and that the Subgrantee shall be bound by his/her action.

IN WITNESS WHEREOF, MaineHousing and the Subgrantee, by their representatives duly authorized, have executed this Agreement in two (2) counterpart originals, each being one and the same agreement, effective as of the date referenced in Section 3 hereof.

MAINE STATE HOUSING AUTHORITY

Witness

By: _____
Margaret Bean
Its Deputy Director

SUBGRANTEE:

_____ *Subgrantee Name*

Witness

By: _____
Typed Name: _____
Typed Title: _____

**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 inaccurately 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 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 is not 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 the frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith 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 a lower tier covered transaction with a person who is 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 are 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.

Organization Name

Name & Title of Authorized Representative

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, and 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 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 sub-awards 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.

Signature and Title:

Typed Name and Address:

Date: _____
