Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT
Mitt Romney, Governor ◆ Kerry Healey, Lt. Governor ◆ Jane Wallis Gumble, Director

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

DETAILED MODEL PLAN

PUBLIC LAW 97-35, AS AMENDED

FISCAL YEAR 2006

GRANTEE: **COMMONWEALTH OF MASSACHUSETTS**

EIN: **1-046002284-K4**

ADDRESS: **Department of Housing and Community Development**
100 Cambridge Street, Suite 300
Boston, MA 02114

NAME OF LIHEAP COORDINATOR: **Theresa Brewer**

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TELEPHONE: **(617) 573-1100**

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PLEASE CHECK ONE: **TRIBE:** ____ **STATE:** _X_ **INSULAR AREA:** ____

DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
OFFICE OF COMMUNITY SERVICES
WASHINGTON, D.C. 20447

August 1987, revised 5/92, 2/95, 3/96, 12/98, 11/01
OMB Approval No. 970-0075
Expiration Date: _____2005

100 Cambridge Street, Suite 300
www.mass.gov/dhcd
617 573 1100

GRANTEE Commonwealth of Massachusetts FFY 2006

Assurances

The Commonwealth of Massachusetts agrees to:
(grantee name)

(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 % of the poverty level for such State; or
(ii) an amount equal to 60 % 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 % 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 grantees 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 % 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 disbursal 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 % 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.

Certification to the Assurances: As Chief Executive Officer, I agree to comply with the sixteen (16) assurances contained in Title XXVI of the Omnibus Budget Reconciliation Act of 1981, as amended.* By signing these assurances, I also agree to abide by the standard assurances on lobbying, debarment and suspension, and a drug-free workplace.

Signature of the Tribal or Board Chairperson or Chief Executive Officer of the State or Territory.**

Signature: _____

Title: Director

Date: 8/25/05

*** Indian tribes/tribal organizations, and territories with annual regular LIHEAP allotments of $200,000 or less, are not subject to assurance 15, and thus must only certify to 15 assurances.**

**** If a person other than the Chief Executive Officer of the State or territory, or Tribal Chairperson or Board Chairperson of a tribal organization, is signing the certification to the assurances, a letter must be submitted delegating such authority. (PLEASE ATTACH DELEGATION of AUTHORITY.) The delegation must include authority to sign the assurances, not just to administer the program.**

***** HHS needs the EIN (Entity Identification Number) of the State, territory or Tribal agency that is to receive the grant funds before it can issue the grant.**

In the above assurances which are quoted from the law, "State" means the 50 States, the District of Columbia, an Indian Tribe or Tribal Organization, or a Territory; "title" of the Act refers to Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (OBRA), as amended, the "Low Income Home Energy Assistance Act"; "section" means Section 2605 of OBRA; and, "subsection" refers to Section 2605(b) of OBRA.

COMMONWEALTH OF MASSACHUSETTS
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
FY 2006 APPLICATION/STATE PLAN

I. INTRODUCTION

In accordance with the "Low Income Home Energy Assistance Act of 1981" and subsequent amendments, the Governor of the Commonwealth of Massachusetts has designated Jane Wallis Gumble, Director, Department of Housing and Community Development (DHCD), as his designee to submit to the Department of Health and Human Services (HHS) this Application/State Plan for the Federal Low Income Home Energy Assistance Program for the Fiscal Year 2006. The Governor has designated the Department of Housing and Community Development as the single state agency to administer this program.

The address of the state administering agency is:

Department of Housing and Community Development

Attention: Jane Wallis Gumble, Director
100 Cambridge Street, Suite 300
Boston, MA 02114
(617) 573-1100

Copies of correspondence should also be sent to:

Department of Housing and Community Development
Division of Community Services

Community Services Unit
Attention: Theresa Brewer, Director of Community Services Programs
100 Cambridge Street, Suite 300
Boston, MA 02114
Phone: (617) 573-1400
Fax: (617) 573-1460
E-mail: theresa.brewer@ocd.state.ma.us

PROGRAM SUMMARY AND HIGHLIGHTS

The funding picture for FY 2006 had not been finalized before the preparation of this Plan. However, the current federal budget proposed by the Administration is $1.8 billion nationally. This amount would provide Massachusetts with approximately $74.29 million. Massachusetts expects to operate its LIHEAP program with some minor revisions. The benefit matrix will continue to have maximum benefits, and payment will be based on actual bills for energy use up to the maximum for each household as determined by poverty level category.

The benefit groupings, designed to allow for improved targeting of resources to those with lowest incomes and potentially greatest energy burden, have been enhanced to accommodate the highest energy burden and need. Those households with income of 0-100% of poverty receive the highest maximum benefit. The benefit levels themselves have been based on average heating costs for designated income groups, as well as the anticipated funding level for the program. The cost/benefit information was drawn from background analysis performed as part of a benefit distribution study conducted by the Massachusetts Institute of Social and Economic Research.

Massachusetts, in anticipation of a grant of approximately $74.29 million for FY 2006 plus the HHS leveraging grant, is proposing a program and benefits as outlined below. These plans will be subject to final federal fund availability, but represent the most appropriate contingency at this point in time.

The following summary contains key aspects of the FY '06 LIHEAP in Massachusetts:

- **Program Year:** Will extend from October 1, 2005, to September 30, 2006; heating benefits are available from November 1, 2005 through April 30, 2006.

- **Benefit Levels:** Shown in Attachment B. They are based on a proposed national appropriation of $1.8 billion (approximately $74.29 million for Massachusetts) and estimated, weighted consumption averages that result in a cost-based benefit matrix.

  NOTE: • Benefit levels are subject to change based on final availability of federal funds.

- **Leveraging Initiatives:** For deliverable fuels, the Margin-Over-Rack (MOR) oil pricing method and the Haverhill Area Oil Bid Program will continue as the major oil savings initiatives, with little or no change in program design from the prior year.

  On the utility side, DHCD's Community Services Unit (CSU) within the Division of Community Services (DCS) will continue to be active in the settlement and implementation of reduced rate offerings for fuel assistance recipients. Standardization in the enrollment process, billing procedures, etc., will be sought for the Subgrantee network.

  NOTE: During FY 2004, the Commonwealth leveraged over $68 million in non-federal resources, for which it has been awarded $718,810 from the Department of Health and Human Services Leveraging Incentive Fund. These funds were included as benefits for

eligible households. (See Section VII of this application for a description of leveraging activities.)

- **HEARTWAP (Heating Emergency Assistance Retrofit Task Weatherization Assistance Project) Support:** The heating system repair/replacement component will receive a commitment of $8 million from LIHEAP funds. This allocation will fund "essential repairs" for fuel assistance eligible households.

II. STATEMENT OF STATUTORY ASSURANCES

I certify that the Commonwealth of Massachusetts will comply with the 16 assurances contained in Title XXVI, section 2505(b) of the Omnibus Budget Reconciliation Act of 1981 as amended, in the administration of its Low Income Home Energy Assistance Program.

Certification to the Assurances
Signature of Chief Executive Officer of the State or Designee

Signature: _____

Title: Director, Department of Housing and Community Development

Date: 8/25/05

Employer Identification Number: 1-046002284-K4

These assurances, together with a description of how the Commonwealth intends to carry out specific assurances, and all other application provisions and requirements are set forth in the following application.

III. PURPOSE/ALLOCATION OF FUNDS

A. Distribution of Funds

LIHEAP funds will be allocated using a historical formula developed when LIHEAP was originally established. The U.S. Department of Health and Human Services (HHS) awards LIHEAP block grant funds by formula to the 50 states and District of Columbia, federally- or state-recognized Indian tribes and tribal organizations, and insular areas. The LIHEAP statute authorizes the use of funds derived for the following types of energy assistance:

- Home energy assistance
- Energy crisis intervention or crisis assistance
- Low-cost residential weatherization and other energy-related home repair

The LIHEAP statute authorizes the use of block grant funds for other uses including:

- Administrative/planning costs (up to 10%)
- Carryover of funds to subsequent fiscal year (up to 10% of "funds payable")
- Identification, development and demonstration of leveraging programs
- Obligation of leveraging incentive funds
- Assurance 16 activities (up to 5%)

B. Use of Contingency Funds

The contingency funds may be used for any purpose authorized under LIHEAP including heating assistance, crisis assistance, weatherization, administrative costs, and carryover, subject to normal LIHEAP restrictions. The contingency funds will be added to the regular block grant allocation for the current fiscal year to determine limits on weatherization, administration and planning costs, and Assurance 16 activities. Massachusetts has traditionally used contingency funds to increase benefit levels, but may, at its discretion, use funding for such activities as providing additional crisis assistance, making supplemental payments, increasing weatherization activities, Assurance 16, and other activities allowable under the LIHEAP statute.

C. Allocation of State Funding

Any state supplement to the federal Low Income Home Energy Assistance Program will be used for the purposes of assisting low-income households with the purchase of heating oil, propane, natural gas and electricity. Distribution of state funds will be made on the same basis as federal funds in determining subgrantee allocations. State funds will be used as a last resort once federal awards are exhausted, and expenditures will be made in accordance with the State Plan submitted by DHCD to HHS.

The grantee will operate the following components under its LIHEAP Program:

• **STATUTORY REFERENCE: 2605 (a), 2605 (b)(1)** ***USE OF FUNDS***

X heating assistance
__ cooling assistance
X crisis assistance *
X weatherization assistance

**Massachusetts integrates crisis assistance into its overall heating assistance component via a "fast-track" response system.*

• **STATUTORY REFERENCE: 2605(a), 2605(b)(1)** ***PROGRAM DURATION***

The projected dates for accepting applications and closing the program are as follows:

heatingassistance	11/1/05 to 4/30/06
cooling assistance	N/A
crisis assistance	11/1/05 to 4/30/06
weatherization	10/01/05 to 09/30/06

• **STATUTORY REFERENCE: 2605(c)(1)(c), 2605(c)(1)(F)** ***ALLOCATION OF FUNDS***

The grantee estimates the amount of available LIHEAP funds* will be expended as follows:

71 % heating assistance
n/a % cooling assistance
3 % crisis assistance (set aside)
11 % weatherization assistance
0.0 % carryover to the following fiscal year
10.0 % administrative and planning costs
5 % services to reduce home energy needs including needs assessment (Assurance 16)
0.0 % used to develop and implement leveraging activities ($35,000) (limited to the greater of 0.08% or $35,000 or $35,000 for states, the greater of 2% or $100 for territories, tribes and tribal organizations)
100% TOTAL

**Based on a proposed federal allocation of $74.29 million.*

• **STATUTORY REFERENCE: 2605(c)(1)(C)** ***ALTERNATE USES OF CRISIS ASSISTANCE FUNDS***

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

X heating assistance
__ cooling assistance
__ weatherization assistance
__ Other (specify):

Do you accept applications for energy crisis assistance at sites that are geographically accessible to all households in the area to be served?

YES; All fuel assistance agencies are accessible and provide for the energy crisis assistance.

IV. ELIGIBILITY REQUIREMENTS

The grantee's maximum eligibility limits are:

NOTE: Eligibility applies to heating, crisis assistance, and LIHEAP Weatherization Assistance.

• **STATUTORY REFERENCE: 2605(b)(2, 2605(c)(1)(A)**

__ 150% of the OMB poverty guidelines for each of the components under the grantee's LIHEAP Program.

__ 125% of the OMB poverty guidelines for each of the components under the grantee's LIHEAP Program.

__ 110% of the OMB poverty guidelines for each of the components under the grantee's LIHEAP Program.

__ 60% of the State's median income for each of the components under the grantee's LIHEAP Program.

X Other – variable levels of the state median income, maximizing at 60%, to equate with federal poverty levels up to 200%. LIHEAP Weatherization services are restricted to households with incomes up to 200% of the federal poverty level, but not to exceed 60% (depending on household size) of the state median income.

__ Households automatically eligible if one person is receiving __ TANF, __ SSI, __ Food Stamps, __ Certain Means tested veterans' programs (heating __ cooling __ crisis ____wx __)

• **STATUTORY REFERENCE: 2605(c)(1)(A) 2605 (b) (2)** ***HEATING ASSISTANCE***

Do you have additional eligibility requirements for Heating Assistance? YES

The grantee has set the following additional eligibility requirements for each LIHEAP component:

	Yes	No
Assets Test	_	X
Do you give priority in eligibility to:		
Elderly	_	X
Disabled	_	X
Young Children	_	X
Other (specify):		
Subsidized housing tenants eligible:		
If heat is included in rent	_	X*
If heat is paid directly	X	_
Restricted eligibility for group living arrangements	X	_
Restricted eligibility for non-subsidized renters	_	X
Higher eligibility maximum for elderly/handicapped	_	X
Other: (Specify below)	_	X

DHCD will continue to review operational procedures and practices to ensure compliance with administrative guidelines and to develop a policy recommendation concerning program eligibility and assets.

* *These households are eligible for assistance if total rent payment exceeds 30% of household income.*

• **STATUTORY REFERENCE: 2605(c)(1)(A), 2605(b)(2)** ***COOLING ASSISTANCE***

Not Applicable.

• **STATUTORY REFERENCE: 2604 (c) 2605(c) (1) (A), 2604 (c)** ***CRISIS ASSISTANCE***

Additional Information	**Yes**	**No**
Assets Test	—	X
Do you give priority in eligibility to:		
Elderly	—	X
Disabled	—	X
Young Children	—	X
Other:		
Subsidized housing tenants eligible:		
If heat/cooling is in rent	—	X*
If heat/cooling is paid directly	X	—
Household must have received a shut-off notice or have an empty tank	X	—
Household must have exhausted regular benefit	—	X
Household must have received a rent eviction notice	X	—
Heating/cooling must be medically necessary	—	X
Additional: (Specify Below)	—	X

**Limited eligibility as described in above "Heating Assistance."*

What constitutes a crisis?

The crisis intervention component of Massachusetts LIHEAP has been developed as a "fast-track" system, integrated into the heating assistance program, for prioritizing and expediting service to households experiencing heating emergencies. The purpose of this "fast-track" system is to provide swift response to heating emergencies, while steering applicants into the mainstream heating assistance component with full benefits. Emergency applications are given priority at all intake and processing steps. Local Administering Agencies (LAAs) are required to provide for emergency service within 18 hours of the eligible household's application or request, in accordance with the statute and corresponding procedures outlined in the FY 2006 Administrative Guidance.

The criteria for designating an emergency are as follows:

a. no heat for any reason, including heating system failure
b. imminent loss of heat, due to:

- less than 3-day supply of fuel (e.g., reading of 1/8 tank or less on a standard 275 gallon heating oil tank; "3-day or less" supply standard applies to other delivered fuels)

OR

- possession of final notice of utility termination for the primary heat source, or for a secondary source necessary to operate the primary heating system, when termination is scheduled to occur between November 1, 2005 and April 30, 2006

OR

- threatened eviction within 72 hours for renter whose rent includes heat

Households will make application for the program using the standard LIHEAP application form. The households will have their incomes determined under the regular LIHEAP income standards. The current benefit matrix (revised) will apply to the households determined eligible.

Since the inception of LIHEAP, Massachusetts has attempted to decrease from year to year the number of crisis situations experienced by low-income households. Emphasis on prompt filing of applications, timely certification of eligibility by LAAs, and prompt vendor payment have contributed to streamlining the process for LIHEAP operations and the clients' receipt of timely, uninterrupted service. LAAs work closely with energy vendors to insure appropriate response to crisis situations during the entire program period.

The mail recertification process is designed to move applicants into the program in a timely fashion. This process greatly minimizes the incidence of crisis situations from this population, as their eligibility is determined prior to the November 1st delivery period.

• STATUTORY REFERENCE: 2605(c)(1)(A) ***WEATHERIZATION ASSISTANCE***

	Yes	No
Assets Test	_	X
Do you give priority in eligibility to:		
Elderly	_	X
Disabled	_	X
Young Children	_	X

Other (specify):

Subsidized housing tenants eligible:

If heat is included in rent	X	
If heat is paid directly	X	—

Restricted eligibility for group living arrangements	X	—
Restricted eligibility for non-subsidized renters	—	X
Higher eligibility maximum for elderly/handicapped	—	X
Other: (Specify below)	—	X

Are you using Department of Energy (DOE) Low Income Weatherization Assistance Program (LIWAP) rules to establish eligibility or to establish priority eligibility for households with certain characteristics?

No; Eligibility is based on LIHEAP income eligibility and need for the specific weatherization services provided by the Massachusetts HEARTWAP.

• STATUTORY REFERENCE: 2605(b)(3), 2605(c) (3) (A) *OUTREACH*

The subgrantee conducts the following outreach activities designed to assure that eligible households are made aware of all LIHEAP assistance available:

X provide intake service through home visits or by telephone for the physically infirm (i.e., elderly or disabled).

X place posters/flyers in local and county social service agencies, offices of aging, social security officers, VA, etc.

X publish articles in local newspapers or media announcements are aired.

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

X make mass mailing (including application) to past recipients of LIHEAP.

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

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

X Other (Please specify):

- utilize early application period at the beginning of the program.

- accept applications for energy crisis at sites that are geographically accessible to all households in the area to be served.

NOTE: *All of the activities listed above are carried out in varying degrees by the LAA network. The Administrative Guidance for Program Operators outlines mandated outreach activities.*

Subgrantees are also required via contractual agreement to maintain accessible intake sites, home visit capacity, general publicity, bilingual assistance for applicants, and use of existing networks to reach target households. The use of mail recertification reduces the need and demand for home visits to elderly and disabled households. Subgrantees are instructed to target high-risk groups within their service areas, including non-English speaking minorities.

The CSU will maintain working relationships with other agencies such as the Department of Transitional Assistance and the Executive Office of Elder Affairs, which will assist in program outreach activities. Local agencies are also encouraged to develop such networks.

As for additional steps taken to target households with high home energy burdens, CSU and its network have traditionally promoted the program to those facing high energy bills and/or financial limitations. As an example, the customer service departments of local utilities and the Consumer Division of the State Department of Telecommunications and Energy (DTE) often refer situations of households with financial hardship and payment trouble to the fuel assistance program. Many of these households face excessive energy burdens. In addition, high energy burden households will receive additional "priority points" as part of CSU's current protocol to target weatherization services, which will help reduce energy bills, and the need for assistance.

With the majority of served households having incomes below the poverty line, these low-income recipients are in a vulnerable position with respect to a high energy burden. The vendor population is key in referring households with high burden/payment troubles to their local fuel assistance agency. High energy users can be targeted for outreach by both vendors and agencies in the normal course of disseminating information on the program.

V. COORDINATION

• STATUTORY REFERENCE: 2605(b)(4) ***COORDINATION***

DHCD's Division of Community Services (DCS) houses the Fuel Assistance and the Energy Conservation operations, as well as other related community programs, in the Community Services Unit (CSU). DCS receives funding and administers a variety of programs under the Community Services Block Grant, via a network of Community Action Agencies. Under contract with CSU, these agencies also administer the LIHEAP program, with a few exceptions. A high degree of coordination among programs, appropriate referrals, and more complete service packages are largely ensured by the multi-faceted nature of these local agencies. (See Attachment A for Subgrantee listing). DCS works to share information, develop service capacity, and integrate resources through groups such as the Massachusetts Association of Community Action, the Massachusetts Energy Directors Association and the Energy Policy Advisory Group.

Within CSU,, both the fuel assistance and energy conservation operations have collaborated with the LAAs to develop a single standardized Fuel Assistance/ Weatherization Assistance application form. This application, when filed for fuel assistance during the heating season, also serves as a single point of entry and certification for all energy assistance programs offered by CSU.

During Fiscal Year 2006, CSU will continue to pursue the involvement of other governmental agencies in LIHEAP administration. CSU will seek the assistance of the Social Security Administration, the State Department of Transitional Assistance and Department of Revenue in specific aspects of income verification and related eligibility information, and in the prevention of potential fraud situations. CSU will continue to work with the Department of Energy Resources (DOER) and the DTE regarding rate structures and rate relief for low-income consumers and other issues concerning the major utilities. Increased involvement and a variety of strategies will be examined with utilities on issues concerning policies on discount rate programs including enrollment, alternative payment plans and retroactive program dates. CSU will continue to support the National Consumer Law Center (NCLC) in its efforts to provide quality utility rights training to the LIHEAP network. CSU staff work regularly with both the DTE and individual utilities to coordinate enrollment of LIHEAP recipients in the various subsidized rate programs, which are offered by all major utilities in the Commonwealth.

The Residential Assistance for Families in Transition (RAFT) Program is administered by DHCD to provide financial assistance to homeless families and families at risk of becoming homeless. The RAFT Program provides short term, limited financial assistance which will enable families to retain housing, obtain new housing or otherwise avoid homelessness. DHCD contracts with nine Regional Non Profit housing agencies (RNPs) to operate the program on the local level. Eligible uses of funds include security deposits, moving expenses, utility payments, rent arrearages and other housing related expenses deemed necessary by the RNP to ensure that families moving from a shelter environment are able to obtain permanent housing. Whereas utility payments/arrearages are an eligible use of RAFT funds, DCS will ensure the coordination of the LIHEAP and RAFT Programs among the provider network. RAFT funds are intended to be used for utility

payments once LIHEAP clients have received the maximum allowable benefit under the fuel assistance program.

VI. BENEFIT LEVELS

• STATUTORY REFERENCE: 2605(b)(5), 2605 (b) (2), (b) (8A) *BENEFIT LEVELS*

The statute requires that there be no difference in the treatment of households eligible because of their income and those eligible because they receive benefits under TANF, Food Stamps, SSI, or certain means-tested veterans programs ("categorically eligible").

How do you ensure there is no difference when determining eligibility and benefit amounts? *(This applies to all components unless specifically noted below.)*

CSU has specific income eligibility criteria outlined in the LIHEAP Administrative Guidance for Program Operators. Since the Massachusetts LIHEAP does not recognize categorical eligibility, those households that receive income from the sources mentioned above are treated the same as those households with income from any other source. The eligibility of all households is based on annualized income and family size. The benefit amount is determined in the same manner regardless of the source of income; the determining factors are family income and size and where these factors place the household in the Massachusetts LIHEAP benefit matrix.

• STATUTORY REFERENCE: 2605(b)(5) *HEATING COMPONENT*

Please check the variables you use to determine your benefit levels (check all that apply):

_X_ income

_X_ family (household) size

_X_ home energy cost or need

- _X_ fuel type
- ___ climate/region
- _X_ individual bill
- ___ dwelling type
- _X_ energy burden (% of income spent on home energy)
- _X_ energy need
- ___ other

DHCD uses a mixture of a fixed benefit determined by poverty level with an additional benefit by fuel cost/fuel type to determine the benefit to be awarded each household. This process assures that households with the lowest income and the highest fuel costs receive the most benefits. Benefit levels are shown in Attachment B..

Do you provide in-kind (e.g., blankets, space heaters) and/or other forms of benefits? ___ Yes _X_ No

• STATUTORY REFERENCE: 2605(b)(5), 2605 (c) (1) (B) *COOLING COMPONENT*

Not Applicable

• STATUTORY REFERENCE: 2605(b)(5), 2605 (c) (1) (B) *CRISIS COMPONENT*

Benefit Determination

How do you handle crisis situations?

___ Separate component

_X_ Other* (please explain)
*Included in regular program. (See pg. 15, ***CRISIS ASSISTANCE.)***

If you have a separate component, how do you determine crisis assistance benefits?

_____ amount to resolve crisis up to maximum

____ other (please describe)

Benefit levels

Please indicate the maximum benefit for each type of crisis assistance offered.

Heating	$ 684 maximum benefit
Cooling	$ N/A maximum benefit
Year-round	$ N/A maximum benefit

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

___ Yes _X_ No (If yes, please describe.)

STATUTORY REFERENCES 2605 (b) (5), 2605 (c) (1) (B) & (D)
WEATHERIZATION & OTHER ENERGY RELATED HOME REPAIR AND IMPROVEMENTS

What LIHEAP weatherization services/materials do you provide?

___ Weatherization needs assessments/audits.
___ Caulking, insulation storm windows etc.
_X_ Furnace/heating system modifications/repairs
_X_ Furnace replacements
___ Cooling efficiency modifications/repairs/replacements
___ Other (please describe)

Do you have a maximum LIHEAP Weatherization benefit/expenditure per household?

_X_ Yes $2,750 maximum benefit ($3,950 with asbestos abatement)

Under what rules do you administer LIHEAP weatherization?

Entirely under LIHEAP rules.

Weatherization Component Guidelines

Under the Heating Emergency Assistance Retrofit Task Weatherization Assistance Program (HEARTWAP), heating system services will be provided on an as-needed basis. The services include the cleaning, tuning and evaluation of heating systems, repair and upgrade of existing components, replacement of burners and replacement of unsafe, inoperable or gravity warm air heating systems. Expenditures per home may range from $90 for a system tune-up to $2,750 for a heating system replacement. In addition to the direct heating system work, HEARTWAP provides up to $1,200 for abatement of friable asbestos when replacing a heating system , and for client education in the most efficient use of the heating system. LIHEAP households are automatically eligible to receive HEARTWAP services, and are considered to have priority status for such.

NOTE: Full scale weatherization will be available to eligible LIHEAP Households through the Department of Energy's (DOE) Weatherization Assistance Program (WAP). At an average cost of $2,070 per weatherized home, WAP will provide an energy audit, insulation of attics, walls, and perimeters, general heat waste reduction, and other measures, such as storm windows, according to CSU determined and DOE approved priorities and guidance.

The maximum allowable WAP expenditure in a home will be $4,000 in labor and materials, with the possibility of an additional $600 in repairs related to the successful installation of conservation measures. The majority of LIHEAP recipients are eligible for WAP services.

Energy efficiency activities are administered; these activities are coordinated closely with LIHEAP personnel. Many of the LAAs that operate the energy efficiency programs also operate LIHEAP.

STATUTORY REFERENCE 2605(b)(6)

The state administers LIHEAP through the following local agencies:

___county welfare offices
_x community action agencies (weatherization component only)
_x_community action agencies (heating, cooling or crisis)
___charitable organizations
___not applicable (i.e. state energy office)
___tribal office
_x_other, describe: local community-based organizations and municipality

Local Administering Agencies

The Commonwealth currently subcontracts for local administration of Fuel Assistance with twenty-one (21) agencies, nineteen (19) of which are Community Action Agencies that are in operation under the Economic Opportunity Act of 1964. CSU reserves the right to select a Subgrantee in any service area via a Request For Response process or by designation of the Director of the DHCD.

A list of designated LAAs is included as Attachment A to this Application/State Plan. A statewide distribution formula will be prepared which allocates program funds to service areas based on prior year expenditures for the area covered by the Subgrantee. A cost formula for allocation of administrative funds to the Local Administering Agency for each of the LIHEAP agencies is utilized.

Have you changed local administering agencies from last year?

_____Yes _x___No

VII. GENERAL PROGRAM BACKGROUND

Each year the CSU collects consumption data and conducts an annual review of heating costs for LIHEAP recipients, by fuel type, family size, and other household characteristics. The focus of the analysis is on the major heating sources of gas, oil, and electricity, which encompass close to 91% of served households in Massachusetts. Based on recent data, the results indicate that heating costs of these three sources have continued to increase over the past few years. It should be noted that both the availability of major utility discounts (20 - 30%) for many LIHEAP households, as well as the average savings of approximately 23 cents per gallon resulting from the MOR Program, have contributed to cost-saving measures for most LIHEAP recipients. A significant number of LIHEAP households have received energy efficiency services through the WAP, HEARTWAP and gas and electric utility-funded programs which further reduce their energy burden.

Following extensive data analysis performed in 1997 and again in 2002 by the Massachusetts Institute of Social and Economic Research (MISER), an alternative benefit distribution method was established. This alternative benefit distribution method is based

on factors of income and actual heating costs incurred by households. In order to assure that benefits are targeted to households with the lowest incomes and the highest costs/needs, CSU makes the 0 to 100% of poverty group eligible for the highest heating benefit. Those with high costs and need will be eligible for an additional benefit based on actual energy billing. The latter is substantially supported by weighted averages from the MISER study.

The Division of Community Services (DCS) will commission a study to perform financial projections including the structuring of benefit levels and forecasting program expenditures (through year-end). Despite harsh weather conditions and exorbitant heating costs this past winter, the astounding reality is significantly fewer applicant households were eligible and served under the Massachusetts LIHEAP Program this year than in the past. For example, the number of eligible and served households as of June 30, 2005 is 135,541 and 130,012 respectively compared to 137,755 eligible and 136,471 served as of June 30, 2004. The program analysis will also evaluate population and enrollment trends relative to LIHEAP eligibility and assess demand patterns to ensure households with the lowest incomes and highest costs/needs are being served by the Program.

In accordance with LIHEAP regulations and pending the availability of funds, LAAs may provide such services as needs assessment, referral, budget counseling, energy education/awareness and vendor relations as part of the ongoing servicing of eligible households. These services, under Assurance 16 of the LIHEAP statute, will be directed toward households that may be in financial/energy crisis requiring individual attention beyond the standard course of action. During FY 2006, Assurance 16 funds will be increased from the current 3% up to 5%, the maximum allowable amount in accordance with the LIHEAP statute. In addition to existing Assurance 16 activities undertaken by subgrantees, the increased funding must be used to enhance outreach efforts to eligible customers, particularly the high risk elderly constituents. Additional funding will enable provider agencies to conduct more targeted outreach, work with utilities on issues impacting users, particularly elders, and expand education and awareness efforts. DHCD will monitor the Assurance 16 activities conducted by subgrantees to ensure compliance with funding requirements.

All households are required to complete an application for assistance and to document their income to determine eligibility. In general, households are determined eligible based on the amount of household income rather than whether it came from any particular source. Therefore, the Commonwealth does not differentiate in the provision of assistance between households described in clauses 2(A) and 2(B) under Section 2605 (b) of the LIHEAP statute. Income eligibility determinations are made in accordance with CSU's Administrative Guidance for Program Operators, which outlines certain deductions and exclusions. Mail-in recertifications for prior year recipients will aid in timely eligibility determination, and earlier payment processing. DHCD has developed a comprehensive set of guidelines for the administration of the program that address intake procedures, eligibility, income verification and program benefits as well as other operational issues. DHCD amended the fuel assistance application to include a listing of all potential income sources and questions concerning monthly housing expenses and real estate ownership in addition to a primary residence. DHCD is committed to

strengthening the eligibility determination and income verification procedures. DHCD will continue to closely examine program eligibility and assets of LIHEAP applicants/recipients.

In keeping with the statutory requirement that payments be made in a timely manner, the Commonwealth will require its LAAs to pay vendors within thirty (30) days of receipt of an authorized bill for payment, unless otherwise negotiated with the vendor. This timetable applies to vendor payments regardless of their regulated or non-regulated status.

Service for all eligible clients in emergency situations shall be provided within an 18-hour timeframe as specified in the statute. CSU has updated the poverty guidelines for the FY 2006 program year. Poverty guidelines will not be updated again until the beginning of the FY 2007 program year.

The CSU prescribed method for determining eligibility based on income, household size and housing situation provides equitable treatment for all applicant households. In keeping with the legislative mandate that higher benefit levels be available for households with the highest energy costs or needs in relation to income, an eligibility matrix has been developed on the basis of income ranges.

The income ranges are as follows:

A. For Fuel Assistance/Crisis:

1) Households at or below 100% of federal poverty level.
2) Households at or below 125% of federal poverty level.
3) Households at or below 150% of federal poverty level.
4) Households up to 200%, limited to 60% of the state median income.

B. For Weatherization (HEARTWAP) Assistance:

1) Households up to 200% of the federal poverty level, limited to 60% of the state median income.

NOTE: *All benefit levels are preliminary and subject to change based on final LIHEAP budget and availability of federal funds.*

• STATUTORY REFERENCE: 2605(c)(1)(E) *ADDITIONAL STEPS TO BE TAKEN TO TARGET ASSISTANCE TO HOUSEHOLDS WITH HIGH ENERGY BURDENS*

Targeting Assistance

DHCD annually collects energy cost and household consumption data through its Subgrantees. This information is used to target benefits to individual households. This same data was used when needed by the MISER for analysis and assistance in determining benefits and targeting need. In all cases, privacy issues are properly addressed.

• **STATUTORY REFERENCE: 2605(c)(1)(F)** ***PAYMENTS***

Payments Process and Methods

Will the grantee make cash payments directly to eligible households for heating, crisis, or weatherization?

__ Yes _X_ No*

* ***NOTE:*** *Payments are issued by Subgrantee agencies. To ensure effectiveness of payments, Massachusetts LIHEAP is primarily a vendor payment program. However, the Commonwealth recognizes that, in some instances, vendor payment for heating assistance may not be feasible.*

Payments directly to clients are allowed only in the following instances (unless a written waiver is granted by CSU):

A) When an eligible tenant's heat is included in rent;

OR

B) When a client's vendor refuses to sign the Vendor Agreement to participate in LIHEAP and the client cannot obtain an alternative supplier;

OR

C) When a Subgrantee does not have a vendor agreement with the vendor under circumstances approved by CSU;

OR

D) When a client who shares a primary heating system is unable to obtain delivery. (If it is necessary to estimate the cost of the first delivery of the program to such a household, a reasonable estimated payment can be made to the client. The client must provide a paid delivery ticket or invoice as proof of payment of the prior delivery before each subsequent payment may be made. Should a vendor still refuse to deliver, a two-party check to client and vendor may be used as a last resort.);

OR

E) When a client shares a heating system with his/her landlord whose oil vendor is not participating in the MOR program and the client pays the landlord for half of each oil delivery;

OR

F) When a client shares an oil tank with another person who does not receive LIHEAP benefits.

- **STATUTORY REFERENCE: 2605(b)(7)** ***ENERGY SUPPLIERS***

Will the grantee pay home energy suppliers directly?

___ Yes ___ No _X_ Other (specify*)

* **NOTE**: Subgrantee agencies will pay home energy suppliers directly.

Describe how the grantee will assure that the energy supplier performs what is required in this assurance:

A vendor agreement, required by CSU and implemented via the Subgrantee, contains assurances as to fair billing practices, delivery procedures, and pricing procedures for business transactions involving LIHEAP recipients. These agreements are subject to monitoring procedures performed by either Subgrantee or CSU Staff. This Agreement signed by all vendors, states that the vendor will not discriminate against the certified (LIHEAP) customer in prices or services and provides that the vendor will make deliveries/supply services in accordance with normal business practice.

The vendor agreement also ensures the supplier will offer the full range of credit, deferred payment, budget, level payment and other credit plans, which will help minimize the risks of home energy crises and encourage regular payment by LIHEAP recipients. Vendor agreements are attached to this plan.

In addition, the majority of unregulated vendors (Heating Oil Dealers) are required to participate in CSU's MOR Pricing Program if they wish to receive vendor payments. This discounting effort increases the "purchasing power" of the recipients' cash benefit, thereby helping to alleviate the energy burden of those households.

CSU will undertake a review of program policies and contracts to ensure that both subgrantees and vendors adhere to the program administrative guidelines. CSU will continue to work with individual utilities to coordinate enrollment on discount rate programs, eligibility, customer service, automation and other LIHEAP-related matters.

- **STATUTORY REFERENCE: 2605(b)(7)(A)**

If the grantee makes payments directly to home energy suppliers, how does the grantee notify the client of the amount of assistance paid?

The LIHEAP Administrative Guidance requires subgrantees to notify clients of all payments made on their behalf within specific time frames. Written notification, preferably in the form of a statement containing billing, total value of payments and balances must be sent to recipients at least once a year upon exhaustion of benefits, or according to an established schedule as stipulated in the Massachusetts LIHEAP Administrative Guidance.

- **STATUTORY REFERENCE: 2605(c)(1)(F)** ***PAYMENT METHODS***

What are the grantee's payment methods? (Please note exceptions listed above)

Heating:

__ Vouchers/coupons
__ Two-party checks
X Vendor payments (through subgrantee agencies)
__ Check payable to the eligible household
__ Check to landlord
__ Other (specify)

Crisis:

__ Vouchers/coupons
__ Two-party checks
X Vendor payments (through subgrantee agencies)
__ Check payable to the eligible household
__ Check to landlord
__ Other (specify)

Weatherization:

__Vouchers/coupons
__ Two-party checks
X Vendor payments (through subgrantee agencies)
__ Check payable to the eligible household
__ Check to landlord
__ Other (specify)

Under the grantee's plan, may a single eligible household receive: *(Please check all that apply)*

__ One payment for the program year for heating and cooling
X A heating payment
__ A cooling payment
__ A heating crisis payment
__ A cooling crisis payment
X A weatherization payment
__ Other (specify)

- **STATUTORY REFERENCE: 2605(b)(8) (B)** ***OWNERS AND RENTERS***

A. HEATING ASSISTANCE--Is there any difference in the way owners and renters are treated?

X Yes ___ No

Heating benefits paid to renters are affected by a number of factors, including the following:

- Type of rental (subsidized vs. non-subsidized)
- Inclusion of heating in rental payment
- Responsibility for heat and/or energy utilities payment

In an effort to appropriately target benefits to households with the lowest income and highest energy burden, CSU will recognize individual rental situations as outlined below for purposes of benefit distribution/eligibility.

i. Renters in private, non-subsidized housing who pay directly for their own costs of both heat and utilities:
Renters in private non-subsidized housing who receive energy bills directly, and therefore pay for their own heat and utilities, are considered to be in the same situation as homeowners paying their energy costs directly. Income eligible households in this situation will have payments made directly to the primary heating vendor agreement or (in emergency cases) to the client when a vendor cannot be obtained.

ii. *Renters in private, non-subsidized housing whose heat and utilities are both paid through rent, or whose rent includes heat but not other utilities:*

Renters in this category are eligible to receive 30% of their monthly/weekly rent. At the time of application, applicants must fully document that their rent includes heat and utilities, or heat only, by means of lease agreements, landlord written verification or other appropriate form. Payments will be made on a specified periodic basis rather than in a lump sum. Eligible tenants may receive direct payments, on a specified periodic basis for 30% of the monthly/weekly rent.

The client must provide proof of current residency, a signed agency form, or other confirmation that his/her rental situation has not changed, before a subsequent payment will be made. Renters in this situation are not eligible for secondary source utility payments.

iii. Renters in public housing or private subsidized housing who pay directly for both heat and utilities and who do not receive a heat/utility allowance:
Households in this situation who receive heating/utility bills directly are eligible for standard benefits according to income and household size.

iv. Renters in public housing or private subsidized housing who pay directly for both heat and utilities and who do receive a heat/utility allowance:
Renters who pay for their own heat and utilities and who receive a heat/utility allowance from their subsidy source experience a substantially reduced energy burden in relation to income. Because of this reduced vulnerability, clients in this situation will be eligible for up to one-half (1/2) of the benefit level for their income range.

v. Renters in public housing or in private subsidized housing where rent is limited to 30% of income who do not pay directly for their heat or utilities, or pay for utilities only:
These tenants do not experience a primary heat burden and have reduced energy vulnerability by virtue of heating costs included in a limited rent. Therefore, these renters are not eligible for LIHEAP.

vi. Renters with housing vouchers in private subsidized housing:
Housing vouchers are a form of housing assistance in which subsidized renters may pay substantially more than a fixed percentage (30%) of income for rent. Such renters will be served as follows:

1) A federal Housing Choice Voucher Program tenant whose share of the rent is more than 30% of their income:

   - If rent includes heat, the tenant will be potentially eligible for the one-half (1/2) of the benefit level by income, with payments made in the amount of 30% of the tenant's share of rent on a periodic basis. The tenant's income will be determined according to income standards for the LIHEAP. Payments will be made in the amount of 30% of the tenant's share of rent on a monthly basis.

   - If the tenant is responsible for directly paying heat and utility bills, the tenant will be potentially eligible for the full benefit level by income.

2) A federal housing Choice Voucher Program tenant whose share of the rent is 30% or less of their income:

   - If rent includes heat, the tenant will not be eligible for LIHEAP.

   - If the tenant is responsible for directly paying heat and utility bills, the tenant will be potentially eligible for one half (1/2) of the benefit level by income.

3) A state (Massachusetts Rental Voucher Program or Alternative Housing Voucher) mobile voucher tenant, if rent includes heat:

   - The tenant will potentially be eligible for the full benefit level by income if the tenant pays more than 30% of income as the tenant's share of rent. The tenant's income will be determined according to income standards for the LIHEAP. Payments will be made in the amount of 30% of the tenant's share of rent on a monthly basis.

   - The tenant will not be eligible for LIHEAP if the tenant pays 30% of income or less as the tenant's share of rent. The tenant's income will be determined according to income standards for the LIHEAP.

4) If the renter is a state voucher tenant (Massachusetts Rental Voucher Program or Alternative Housing Voucher) and is directly responsible for paying heat and utility bills, that renter will be potentially eligible for the full benefit level by income.

vii. Group Homes

Residents of institutions or community-based facilities which provide on-going services, care or treatment are not eligible to receive LIHEAP benefits under either of the following circumstances: a federal, state, or local operating grant or subsidy is received by the institution or facility; or, residents do not otherwise personally experience an energy vulnerability which can be reduced by LIHEAP.

B. COOLING ASSISTANCE--Is there any difference in the way owners and renters are treated?

___ Yes ___ No _X_ N/A

C. CRISIS ASSISTANCE--Is there any difference in the way owners and renters are treated?

Any eligible household that meets the crisis criteria for fast track applications as outlined earlier is eligible for crisis assistance. The high percentage of rental households served by Massachusetts LIHEAP demonstrates equitable and non-discriminatory treatment for renters within this category of assistance as well.

D. WEATHERIZATION ASSISTANCE--Is there any difference in the way owners and renters are treated?

_X_ Yes ___ No

All LIHEAP fuel assistance recipients up to 200% of the federal poverty level, limited to 60% of the state median income, are automatically income eligible for benefits under the heating system assistance program, HEARTWAP. However, since the Massachusetts State Sanitary Health Code requires landlords to maintain an operable and safe heating system for their tenants, HEARTWAP places some restrictions on tenant services. LIHEAP eligible tenants with LIHEAP eligible landlords are eligible for the full array of HEARTWAP services. Tenants receiving weatherization are ensured of receiving those benefits through a comprehensive tenant/landlord agreement. All households, regardless of ownership status, are eligible for referral to WAP and a variety of utility funded conservation programs and receive the benefits of those programs.

• **STATUTORY REFERENCE: 2605(b)(9)**

Grantee Administration

As grantee for three (3) major block grants (LIHEAP, CSBG, CDBG) and DOE's energy efficiency funds, DHCD maintains budget oversight and coordination of program and administrative expenditures pertaining to activities funded under these grants.

• **STATUTORY REFERENCE: 2605(b)(10)** ***PROGRAM AND FISCAL MONITORING***

Program and Fiscal Monitoring

The Commonwealth has a financial system appropriate to safeguard federal funds and requires the LAAs to submit certified audit reports. The DCS Financial and Compliance Unit (FCU) and Community Services Unit (CSU) perform fiscal and program monitoring respectively, on an annual basis. CSU will continue to review/modify program monitoring procedures to ensure compliance by provider agencies, and that the most significant program and compliance issues are being addressed. In addition to the regular FCU/CSU fiscal and program assessments, CSU is in the process of developing and implementing post-audit reviews as a component of its monitoring system. The post-audit review is designed to address eligibility, accountability and policy issues, and to ensure compliance with administrative guidelines. The post-audit reviews will be conducted during the 2005 calendar year. Following this process, a policy recommendation will be developed concerning program eligibility and assets for the Fiscal Year 2007 program.

Joint monitoring includes, but is not limited to inspecting and reviewing client records, administrative procedures and expenditures, vendor payments, requests for disbursement of funds, and other LIHEAP program-related activities. Written reports will be filed documenting the results or findings of each visit. The visits and reports will state results of compliance reviews, outline operational strengths, identify observed weaknesses, and as appropriate, note required corrective actions and timeframes for implementation.

DHCD has introduced an annual application/outcome planning process. DHCD will work closely with sub grantee agency planners, LIHEAP directors, and/or other staff to develop a LIHEAP work plan for the upcoming fiscal year. After DHCD's approval, the work plan document will be incorporated into the fiscal year 2006 LIHEAP contract. During the program year, each LIHEAP grantee will be required to submit an annual program progress report based on their work plan. During on site monitoring, DCS will monitor progress toward meeting each LIHEAP agency's work plan goals.

In the event suspension or termination of any agency's services is required, the grant agreement with the LAA delineates the specific suspension and termination procedures to be followed.

DHCD complies with the Single Audit Act requirements and is audited annually on its expenditures of amounts received under this Title to carry out the purposes of LIHEAP. DHCD submits an annual financial status report on how LIHEAP funds are used. In addition, LAAs are required annually to submit the OMB Circular A-133 audit.

• STATUTORY REFERENCE: 2605(a)(2), 2605(b)(12) *PUBLIC PARTICIPATION AND HEARINGS*

Public Participation

As part of its overall public review process, the proposed State Plan was released in July to LAAs/provider agencies, Energy Policy Advisory Group, Massachusetts Energy Directors Association and other interested parties. To ensure meaningful public participation in the development of the Plan, DHCD conducted a preliminary hearing on June 30, 2005 to discuss proposed modifications to LIHEAP.

A formal Public Hearing was held on July 26, 2005 in Boston, MA during which both oral and written comments were received and recorded via transcripts. Notice of the public hearing was advertised in newspapers across Massachusetts and sent to interested parties. All comments made throughout the review process are considered in completing the document.

Additionally, in an effort to create opportunities for on-going dialogue and feedback concerning the impact of program modifications, a LIHEAP Advisory Group was assembled by DHCD to review proposed modifications to the program including asset limits/threshold, categorical eligibility, partnerships with utilities, Assurance 16 activities and other subject areas deemed appropriate. Proposed modifications to the Fiscal Year 2006 LIHEAP were presented to the Advisory Group in June, 2005. The proposed program modifications were based largely on the recommendations of the Advisory Group to DHCD. The Advisory Group may also review the evaluation of the REACH (Residential Energy Assistance Challenge) Option Program and its impact on the energy vulnerability of low-income households. Members of the Advisory Group who represent the Local Administering Agencies were selected by the state association with input from the network. Other members were selected by DCS. The Advisory Group is comprised of representatives from the LIHEAP provider agency network, community action trade association, consumer legal and elderly advocacy and DHCD.

DHCD convened the Advisory Group to consider ways to improve upon the coordination, promotion and performance of the LIHEAP Program. Over the course of six months through a series of highly productive sessions, the Advisory Group reached consensus with DHCD on a number of specific recommendations, some of which have helped to shape the State Plan. Work with the Advisory Group has proven to be productive and invaluable in providing constructive suggestions and support. As a result, the Group will continue to serve in an advisory capacity. In addition, the Energy Policy Advisory Group will continue to provide input and direction during the program year.

• STATUTORY REFERENCE: 2605(b)(13) *APPEALS PROCESS*

Fair Hearings/Appeals Process

The Commonwealth requires that a LAA notify all applicants/clients of their right to appeal specific LAA decisions in the heating assistance/crisis assistance and energy conservation programs. Notification of these rights must be given:

1. When the applicant/client first applies for assistance (in the printed statement on the application);

2. When the LAA provides an applicant/client with a notice of either eligibility or ineligibility; and

3. When the LAA issues a final decision of denial on an appeal.

The appeals process requires applicants/clients initially to appeal to the LAA, and offers the opportunity to appeal to DHCD/CSU if the applicant/client is not satisfied with the decision issued by the LAA. Appeals must be made to the LAA, on a form provided by the LAA, within twenty (20) working days of receipt of any notice of eligibility or ineligibility. Applicants/clients can also request an appeal, on a form provided by the LAA, if they have not been notified of their application status within forty (40) days of the date of application.

The LAA will convene an informal, face-to-face hearing with an applicant/client when an applicant/client requests such a hearing, or when the LAA deems such a hearing to be necessary.

Within twenty (20) working days of receiving an appeal, the LAA must:

1. Schedule a hearing if a hearing has been requested by the applicant/client or has been deemed necessary by the LAA. Notice establishing the date, time and location of the hearing shall be sent to the applicant/client or the applicant/client's representative.

2. In all other cases,
    a. Review and reconsider the applicant/client's application, including the possibility of obtaining additional income or other documentation;
    b. Reach a decision on the case; and
    c. Notify the applicant/client of the final decision in writing, along with notice of the applicant/client's right to and procedures for appeal to DHCD.

Within ten (10) working days of a hearing, the LAA shall

1. Reach a decision on the case; and

2. Notify the applicant/client of the final decision in writing, along with notice of the applicant/client's right to and procedures for appeal to DHCD.

Appeals to DHCD of LAA decisions will be handled by CSU's Appeals Officer. Applicants/clients must appeal, in writing, to DHCD within 20 working days of the final LAA decision that includes the notice of appeal rights. The Appeals Officer will review all applicant/client files and information pertinent to the appeal, and will notify the applicant/client and the LAA of the decision in writing (within 20 working days of receipt of the appeal). This decision will include notification to the applicant/client of the right to seek and the time for seeking judicial review of DHCD's decision.

The timeframe for filing appeals is:

Appeals to Local Administering Agency - November 1 to the last day of business in June

Appeal to CSU of an LAA Decision - November 1 to the last day of business in August

• STATUTORY REFERENCES 2605 (b) (15) ***ALTERNATE OUTREACH AND INTAKE***

Does the State agency that administers the following LIHEAP component also administer the State's welfare program?

HEATING ASSISTANCE: ___ Yes _X_ No

COOLING ASSISTANCE: ___ Yes _X_ No

CRISIS ASSISTANCE: ___Yes _X_ No

As the Massachusetts LIHEAP program is operated under contract with local governmental entities or community-based organizations, both outreach and intake functions are primarily provided through this network. This is in addition to any services offered by the State Department of Transitional Assistance.

• STATUTORY REFERENCES 2605 (b) (16)

Do 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?

_X_ Yes ___ No

If yes, please describe these activities.

- Needs Assessment (including high energy data collection).
- Counseling
- Assistance with Energy Vendors (shut offs, arrearages, budget plans)
- Fast track Emergency Service
- Referral to Energy Conservation Services including utility conservation programs

VIII. LEVERAGING ACTIVITIES

• STATUTORY REFERENCE: 2607(A) *LEVERAGING*

CSU has identified and/or developed a wide range of non-federal resources that will supplement energy benefits for low-income households. These benefits are offered in the form of savings, discounts, and direct cash assistance.

Although income eligibility for these programs may vary, all participating households would qualify under federal income guidelines for LIHEAP. The following are brief descriptions of the primary resources that are integrated into the LIHEAP program, directly or indirectly:

1. Margin-Over-Rack Oil Discount

The State LIHEAP Program developed the MOR program to provide home energy discounts through establishment of a maximum per gallon price for heating oil for all LIHEAP households. The CSU LIHEAP personnel calculate the weekly maximum price based on average terminal prices and issues it to the local Subgrantee agencies operating the MOR program

Oil vendors are required by contract to submit delivery tickets with their current retail price. This information is entered into each Subgrantee's database. The software programs used by Subgrantee agencies are designed to compare the retail price of oil and the MOR price for the date of delivery. The lesser of the two is paid to the vendor. The difference between the two is considered the savings generated. Both prices are maintained in the database for reporting purposes. Subgrantee agencies provide the state LIHEAP office with a monthly report detailing the amount of gallons delivered to households, the actual retail price for the oil delivered, the MOR price paid for the deliveries, and the difference or savings by vendor. DHCD will review the pricing structure of the MOR program to assess the adequacy of current margin rates given retail fuel costs.

2. Community Action, Inc. (CAI) Oil Bid Project

In five (5) cities and towns in Northeastern Massachusetts, home energy discounts are achieved through a competitive bidding process for oil deliveries to LIHEAP households. Successful bidders agree to make delivery to LIHEAP households based on a set margin above the average wholesale price of oil. Similar to the MOR program, the State LIHEAP office calculates the weekly bid price from daily average terminal prices.

Clients are not required to accept delivery from a participating "bid vendor". If they choose to take delivery from another vendor, benefits are paid directly to the client at the

MOR price regardless of the price charged by the vendor. Pricing information from these vendors is maintained on file.

The savings are calculated by comparing the average retail price per gallon with the average bid price per gallon to achieve an average savings per gallon. This figure is then multiplied by the number of gallons delivered by the vendor to arrive at a savings figure by vendor. The bid vendor savings are calculated by taking the difference between the average bid price per gallon and the average retail price per gallon and multiplying by the number of gallons delivered by each bid vendor.

3. Low Income Utility Discount Rates

Beginning in 1988, DHCD aggressively pursued and supported a low-income utility discount rate for LIHEAP clients and other targeted low-income groups.

State LIHEAP officials were involved in the rate filings with the DTE encompassing negotiations and testimony in some cases, with a resultant outcome being the introduction of low-income rates for targeted households. Company officials sought the guidance and expertise of LIHEAP staff during and after these rate filings.

The major gas and electric utilities in Massachusetts offer lower rates to public assistance, fuel assistance, and/or other limited income households. All households eligible for the discount are eligible under the federal standards set by section 2605(b)(2) of Public Law 97-35 (42 USC 8624(b)(2). DHCD and the local fuel assistance network have been instrumental in the introduction of these rates via negotiation/participation in DTE proceedings as well as advocating with individual utilities. The network also plays a large part in the enrollment and certification of fuel assistance households to receive benefits for utility discount rates. In FY 2004, the amount of available utility discounts exceeded $48 million.

4. Local/Statewide Fuel Funds

In at least two (2) examples (City of Westfield and City of Chicopee), non-federal funding resources are made available to fuel assistance and other limited income households to offset energy bills. Payments are made directly to vendors on behalf of the eligible households for payment of fuel bills. The Westfield Warm Funds and the Chicopee Light Caring Fund solicit private, non-federal funds on an annual basis. Local fuel funds are managed by LIHEAP Subgrantees in a similar manner. These programs serve households who are in need of additional assistance beyond their LIHEAP benefit and households at or below 200% of the poverty level, which is lower than 60% of the State's median income.

In addition, the LIHEAP network works very closely with the Good Neighbor Energy Fund - a statewide fund supported by utilities and private contributions. Households who are within federal eligibility guidelines (200% of poverty level, but within 60% of the State's median income), but not eligible for the State LIHEAP Program, are served by the

Fund, with up to $200 in direct vendor payment benefits. Referrals are made by the 21 LIHEAP provider agencies.

Another resource comes from the Special Fund operated by the United Way of Massachusetts Bay. Monies allotted to the Fund can assist households with energy emergencies in the form of oil deliveries or utility payments. Again, households at or below 60% of the State's median income are eligible for assistance, as are households whose LIHEAP benefit was not sufficient to meet their home energy needs. The referrals are made by the 21 LIHEAP Subgrantee agencies.

5. Weatherization Support

CSU will also count resources contributed to weatherization and energy conservation programs as a supplement to DOE/LIHEAP efforts. These include in-kind contributions and funding from utility companies, property owners and contractors. The resource is available throughout the State and operated through the Subgrantee agencies operating the LIHEAP/WAP programs. The eligibility level for households is 200% of poverty for electric and gas utilities. The CSU has mandated certain landlord contributions and the Subgrantee agencies negotiate directly, under the auspices of the CSU, with utility companies for demand side management funds.

6. Town of Dennis Fuel Fund

The South Shore Community Action Council (SSCAC), the local operator serving the Town of Dennis, worked with the Town in developing a fuel fund for town residents. The program operates through SSCAC and is targeted to LIHEAP households under 150% of poverty. The SSCAC determines eligibility for the program, which provides additional assistance beyond the LIHEAP benefit.

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

Goals and Outcome Measures

GOAL A - *LOW INCOME PEOPLE, ESPECIALLY VULNERABLE POPULATIONS, ACHIEVE THEIR POTENTIAL BY STRENGHENING FAMILY AND OTHER SUPPORTIVE SYSTEMS*

Outcome Measures

1. The number of low-income individuals or families served by Community Action that sought emergency assistance and the % of those households for which assistance was provided including LIHEAP (National Indicator – 6.2).

2. Number of vulnerable population[1] showing improvement as a result of receiving LIHEAP assistance or benefit.

3. Number of clients showing improvement[2] as a result of emergency services received.

4. Number of households[3] in crisis whose emergency needs are ameliorated due to LIHEAP assistance or benefit.

5. Number of high consumption households realizing a reduction in energy burden[4] as a result of receiving LIHEAP assistance or benefit.

6. Number of households[5] for which LIHEAP assistance avoids a loss of energy service.

7. Number of LIHEAP recipients making regular payments to energy suppliers as a result of financial counseling.

8. Number of Housing Assistance Program (HAP) clients who are prevented from becoming homeless[6].

9. Number of Housing Assistance Program (HAP) clients who maintain housing for more than six months[7].

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[1] Households with at-least one elderly member and/or with children under 5 years of age and disabled.
[2] Health and safety and other energy-related adverse condition.
[3] Can be used for all LIHEAP clients.
[4] Energy Burden is defined as residential energy expenditures divided by income.
[5] For LIHEAP emergency clients.
[6] For in-house Housing Assistance Program (HAP).
[7] For in-house Housing Assistance Program (HAP).

10. Number of LIHEAP recipient households who received low/no cost energy related home repair through WAP and/or HEARTWAP programs[8].

11. Number of clients whose energy burden was reduced due to LIHEAP in combination with other energy resources, e.g., utility discounts.

12. Number of LIHEAP households who completed financial assistance/counseling sessions.

GOAL B - *THE CONDITIONS IN WHICH LOW INCOME PEOPLE LIVE ARE IMPROVED*

Outcome Measures

1. An increase in targeting LIHEAP recipient households having at least one member 60 years or older compared to non-vulnerable LIHEAP recipient households.

2. An increase in targeting LIHEAP recipient households having at least one member 5 years or under compared to non-vulnerable LIHEAP recipient households.

3. An increase in targeting LIHEAP recipient households having at least one member who is disabled compared to non-vulnerable LIHEAP recipient households.

4. Number of LIHEAP agencies where customers served accurately represents the ethnic diversity of the service territory.

5. Number of new intake or volunteer sites opened that resulted in an increase in access for potential LIHEAP eligible households.

6. Number of potential LIHEAP applicants who have increased access to energy services due to operation of a new intake or volunteer site.

[8] For in-house WAP and HEARTWAP programs.

7. Number of new partnerships[9] developed with other service providers to increase access to energy services.

8. Number of partnerships maintained with other public and private entities to increase/maintain energy services.

GOAL C – *AGENCIES INCREASE THEIR CAPACITY*

Outcome Measures

1. Number of wage matching completed for LIHEAP clients as compared to the previous fiscal year.

2. Total number of LIHEAP applicants whose status was determined prior to the beginning of the program year.

3. An increase in the total dollar value of non-LIHEAP energy assistance resources.

4. Increase in proportion of federal funds allocated for meeting emergency and long-term needs of the low-income population.

5. Amount of energy-related investment[10] brought into the community by the network and targeted to low-income people.

6. Number of people who are referred to non-LIHEAP energy-related programs.[11]

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[9] As evidenced by verbal or written agreements, Memorandum of Understanding, contracts, etc.
[10] Funds from local banks, Fuel Funds, local government, etc.
[11] Salvation Army, *Joe for Oil,* FEMA, United Way, etc.

ATTACHMENT A

LIST OF SUBGRANTEES

MASSACHUSETTS FUEL ASSISTANCE SERVICE AREA COVERAGE BY LOCAL ADMINISTERING AGENCY

ACTION, INC.:

Essex, Gloucester, Hamilton, Ipswich, Manchester, Rockport, Wenham

ACTION FOR BOSTON COMMUNITY DEVELOPMENT:

Boston, Brookline, Newton

BERKSHIRE COMMUNITY ACTION COUNCIL, INC.:

Adams, Alford, Becket, Cheshire, Clarksburg, Dalton, Egremont, Florida, Great Barrington, Hancock, Hindsdale, Lanesborough, Lee, Lenox, Monterey, Mt. Washington, New Ashford, New Marlborough, North Adams, Otis, Peru, Pittsfield, Richmond, Sandisfield, Savoy, Sheffield, Stockbridge, Tyringham, Washington, West Stockbridge, Williamstown, Windsor.

COMMUNITY ACTION, INC.:

Amesbury, Boxford, Georgetown, Groveland, Haverhill, Merrimack, Newbury, Newburyport, Rowley, Salisbury, West Newbury

COMMUNITY ACTION PROGRAM INTER-CITY, INC.:

Chelsea, Revere, Winthrop

CITY OF CAMBRIDGE DEPARTMENT OF HUMAN SERVICES:

Cambridge, Somerville

CITIZENS FOR CITIZENS, INC.:

Berkley, Dighton, Fall River, Freetown, Lakeville, Rehoboth, Seekonk, Somerset, Swansea, Taunton, Westport

COMMUNITY TEAMWORK, INC.:

Arlington, Bedford, Belmont, Billerica, Burlington, Carlisle, Chelmsford, Dracut, Dunstable, Groton, Lexington, Lowell, Pepperell, Tewksbury, Tyngsborough, Waltham, Watertown, Westford, Wilmington

FRANKLIN COMMUNITY ACTION CORP.:

Amherst, Ashfield, Belchertown, Bernardston, Buckland, Charlemont, Chesterfield, Colrain, Conway, Cummington, Deerfield, Easthampton, Erving, Gill, Goshen, Granby, Greenfield, Hadley, Hatfield, Hawley, Heath, Huntington, Leverett, Leyden, Middlefield, Monroe, Montague, New Salem, Northamton, Northfield, Orange, Pelham, Plainfield, Rowe, Shelburne, Shutesbury, South Hadley, Southampton, Sunderland, Ware, Warwick, Wendell, Westhampton, Williamsburg, Worthington, Whately.

GREATER LAWRENCE COMMUNITY ACTION COUNCIL, INC.:

Andover, Lawrence, Methuen, North Andover, North Reading, Reading

LYNN ECONOMIC OPPORTUNITY, INC.:

Lynn, Lynnfield, Nahant, Saugus, Swampscott, Wakefield

NEW ENGLAND FARM WORKERS' COUNCIL, INC.:

Western Service Area: Springfield

North Central Service Area: Ashburnham, Ashby, Athol, Ayer, Barre, Berlin, Bolton, Clinton, Fitchburg, Gardner, Hardwick, Harvard, Hubbardston, Lancaster, Leominster, Lunenburg, New Braintree, Petersham, Phillipston, Princeton, Royalston, Shirley, Sterling, Templeton, Townsend, Westminster, Winchendon

NORTH SHORE COMMUNITY ACTION PROGRAMS, INC.:

Beverly, Danvers, Marblehead, Middleton, Peabody, Salem, Topsfield

PEOPLE ACTING IN COMMUNITY ENDEAVORS, INC.:

Acushnet, Dartmouth, Fairhaven, Marion, Mattapoisett, New Bedford, Rochester

QUINCY COMMUNITY ACTION PROGRAM, INC.:

Braintree, Milton, Quincy, Weymouth

SELF-HELP, INC.:

Abington, Attleboro, Avon, Bridgewater, Brockton, Canton, Dedham, East Bridgewater, Easton, Foxborough, Franklin, Hanson, Holbrook, Mansfield, Norfolk, North Attleboro, Needham, Norton, Norwood, Plainville, Randolph, Raynham, Rockland, Sharon, Stoughton, Walpole, West Bridgewater, Westwood, Whitman, Wrentham

SOUTH MIDDLESEX OPPORTUNITY COUNCIL, INC.:

Acton, Ashland, Blackstone, Bellingham, Boxborough, Concord, Dover, Framingham, Grafton, Holliston Hopedale, Hopkinton, Hudson, Lincoln, Littleton, Marlborough, Maynard, Medfield, Medway, Mendon, Milford, Millis, Millville, Natick, Northborough, Northbridge, Sherborn, Shrewsbury, Southborough, Stow, Sudbury, Wayland, Wellesley, Westborough, Weston, Upton, Uxbridge

SOUTH SHORE COMMUNITY ACTION COUNCIL, INC.:

Aquinah, Barnstable, Bourne, Brewster, Carver, Chatham, Chilmark, Cohasset, Dennis, Duxbury, Eastham, Edgartown, Falmouth, Gosnold, Halifax, Hanover, Harwich, Hingham, Hull, Kingston, Marshfield, Mashpee, Middleborough, Nantucket, Norwell, Oak Bluffs, Orleans, Pembroke, Plymouth, Plympton, Provincetown, Sandwich, Scituate, Tisbury, Truro, Wareham, Wellfleet, West Tisbury, Yarmouth

TRI-CITY COMMUNITY ACTION COUNCIL, INC.:

Everett, Malden, Medford, Melrose, Stoneham, Winchester, Woburn

VALLEY OPPORTUNITY COUNCIL, INC.:

Agawam, Blandford, Brimfield, Chester, Chicopee, East Longmeadow, Granville, Hampden, Holland, Holyoke, Longmeadow, Ludlow, Monson, Montgomery, Palmer, Russell, Southwick, Tolland, Wales, Westfield, West Springfield, Wilbraham

WORCESTER COMMUNITY ACTION COUNCIL, INC.:

Auburn, Boylston, Brookfield, Charlton, Douglas, Dudley, East Brookfield, Holden, Leicester, Millbury, North Brookfield, Oakham, Oxford, Paxton, Rutland, Southbridge, Spencer, Sturbridge, Sutton, Warren, Webster, West Boylston, West Brookfield, Worcester

ATTACHMENT B

INCOME ELIGIBILITY & BENEFIT LEVELS

FISCAL YEAR 2006

Massachusetts Department of Housing and Community Development
FY 06 LIHEAP Maximum Income Eligibility Chart

Family Size (# of people in the household)	100% of Federal Poverty Level	125% of Federal Poverty Level	150% of Federal Poverty Level	175% of Federal Poverty Level	200% of Federal Poverty Level
1	$ 9,570	$ 11,963	$ 14,355	$ 16,748	$ 19,140
2	$ 12,830	$ 16,038	$ 19,245	$ 22,453	$ 25,660
3	$ 16,090	$ 20,113	$ 24,135	$ 28,158	$ 32,180
4	$ 19,350	$ 24,188	$ 29,025	$ 33,863	$ 38,700
5	$ 22,610	$ 28,263	$ 33,915	$ 39,568	$ 45,220
6	$ 25,870	$ 32,338	$ 38,805	$ 45,273	$ 51,740
7	$ 29,130	$ 36,413	$ 43,695	$ 50,978	$ 58,260
8	$ 32,390	$ 40,488	$ 48,585	$ 56,683	$ 64,780
9	$ 35,650	$ 44,563	$ 53,475	$ 62,388	$ 69,847
10	$ 38,910	$ 48,638	$ 58,365	$ 68,093	$ 71,333
11	$ 42,170	$ 52,713	$ 63,255	$ 72,819	$ 72,819
12	$ 45,430	$ 56,788	$ 68,145	$ 74,306	$ 74,306
13	$ 48,690	$ 60,863	$ 73,035	$ 75,792	$ 75,792
14	$ 51,950	$ 64,938	$ 77,278	$ 77,278	$ 77,278
15	$ 55,210	$ 69,013	$ 78,764	$ 78,764	$ 78,764
16	$ 58,470	$ 73,088	$ 80,250	$ 80,250	$ 80,250
17	$ 61,730	$ 77,163	$ 81,736	$ 81,736	$ 81,736
18	$ 64,990	$ 81,238	$ 83,222	$ 83,222	$ 83,222
19	$ 68,250	$ 84,708	$ 84,708	$ 84,708	$ 84,708
20	$ 71,510	$ 86,194	$ 86,194	$ 86,194	$ 86,194
Homeowners & non-subsidized housing tenants	$ 609	$ 535	$ 470	$ 415	$ 415
High Energy Benefit	$ 75	$ 65	$ 55	$ 50	$ 50
Subsidized housing tenants	$ 305	$ 270	$ 235	$ 210	$ 210
High Energy Benefit	$ 75	$ 65	$ 55	$ 50	$ 50

The maximum gross income cannot exceed 200% of FPL, limited up to 60% of estimated state median income, as published by U.S. HHS. Federal Poverty Level Source: February 18, 2005 (Volume 70, Number 33)
State Median Income Source: Federal Register: February 17, 2005 (Volume 70, Number 32)

ATTACHMENT C

VENDOR AGREEMENTS

AGENCY LETTERHEAD

Agreement to Supply Utility Services To Certified Clients Of the DHCD Low Income Home Energy Assistance Program

Agreement for the furnishing of utility services pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS, hereafter) Low Income Home Energy Assistance Program (the Program, hereafter) made this _____ day of _____, 2_____, by and between _____ _____(hereafter Agency), and _____ _____(hereafter Vendor).

In consideration of the mutual promises hereafter stated, the Agency and Vendor agree as follows:

1. Vendor will, with reference to each of its customers certified by Agency as being eligible under the Program (Certified Customer, hereafter):

   - invoice the Certified Customer in accordance with Vendor's established billing practice;
   - charge the Certified Customer after application of payments received for the Certified Customer's account from Agency not more than the outstanding balance;
   - not discriminate against the Certified Customer regardless of the balance owed the Vendor by the Certified Customer in the event a Certified Customer enters into a reasonable payment plan agreement with Vendor concerning outstanding balance and the Certified Customer is meeting his/her obligations under the agreement. Supply of utility service is subject to all applicable orders and regulations of the Massachusetts Department of Telecommunications and Energy (MDTE).
   - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.

2. Vendor will provide Agency with a statement of Certified Customer's outstanding balance as of November 1st of the program year within 30 days of Agency's request for such information.

3. Vendor will submit a bill or invoice by the 15th of the month for utility services furnished to each Certified Customer showing the name and address of the Certified Customer, the amount of utility service furnished and Vendor's charge for the preceding month's billing. Vendor will submit final billing by July 15th of the program year.

4. Agency will mail payment of the invoice to Vendor within thirty days of receipt of each invoice unless Agency has not received sufficient funds from DHCD/DCS to make the payment, in which event payment will be mailed when Agency receives sufficient funds from DHCD/DCS to make the payment.

5. Vendor agrees that should Vendor send final notice of termination of utility services to a Certified Customer (or should Vendor have terminated utility services to a Certified Customer), Vendor will not terminate utility services or will immediately restore utility services upon receiving from Agency a commitment that Agency will pay one-half the Certified Customer's overdue balance owed Vendor. Vendor's obligation hereunder is subject to any overriding policy of the Department of Telecommunications and Energy.

Agreement to Supply Utility Services To Certified Clients Of the DHCD Low Income Home Energy Assistance Program

Page Two

6. Agency and Vendor agree to abide by all established procedures as set forth in DHCD/DCS "Administrative Guidance for Program Operators" and subsequent relevant guidance and the provisions of the contract between DHCD/DCS and the Agency for the season.

7. Agency will promptly notify Vendor of the eligibility of each Certified Customer in writing within seven (7) days of certification of eligibility.

8. If requested by Agency, Vendor will provide at no cost to the Agency, a record of annual energy consumption and cost for Certified customers, within a timeframe specified by the Agency.

9. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth of Massachusetts from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, and Subcontractors.

10. The Vendor agrees to allow representatives of the Agency and the Commonwealth of Massachusetts (including without limitation DHCD), upon reasonable notice, access to all of its books and records pertaining to the Vendor's accounts with Certified Customers, for the purpose of monitoring the Vendor's compliance with Program requirements and with the Agreement.

11. The Agency will terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.

12. All amendments to this Agreement shall be in writing and signed by both Vendor and Agency, and must receive prior written approval by DHCD/DCS.

AGENCY:	_____ *Signature*	**Vendor:**	_____ *Signature*
Name:	_____	**Name:**	_____
Title	_____	**Title:**	_____
Date:	_____	**Date:**	_____

AGENCY LETTERHEAD

Agreement for the Delivery of Kerosene To Certified Clients Of the DHCD Low Income Home Energy Assistance Program

Agreement for the delivery of kerosene pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS, hereafter) Low Income Home Energy Assistance Program (the Program, hereafter) made this _____ day of _____, 2_____, by and between _____ _____(hereafter Agency), and _____ _____(hereafter Vendor).

In consideration of the mutual promises hereafter stated, the Agency and Vendor agree as follows:

1. Vendor will, in each case where a delivery to one of its customers certified as eligible under the Program (hereafter Certified Customer) is authorized by Agency:

   - charge the Certified Customer in accordance with the vendor's established billing practice, submitting a bill to the Agency at the posted price per gallon charged to non-eligible similarly situated customers, including those discounts for Certified Customers who are members of an established co-operative;

   - apply payments received against current deliveries only, and not to bills incurred prior to November 1st of the program year;

   - bill the Certified Customer no more than the total accounts receivable less payments received from the Agency;

   - not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment, or other credit plans;

   - make current deliveries to Certified Customers regardless of debt arrearage status, or will hold harmless the Agency for arranging kerosene delivery by another kerosene vendor; and

   - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.

2. If requested by Agency, the Vendor will provide, at no cost to the Agency or the Certified Customer, an annual kerosene cost and consumption record for each Certified Customer, within a time frame as specified by the Agency.

3. The Vendor will make deliveries in accordance with established business practice, and accordingly secure the Certified Customer's signature on the metered delivery ticket. If the customer is not available, the Vendor agrees that a Vendor representative will sign/initial the ticket. With each delivery, Vendor will provide a copy of the metered delivery ticket to the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency, will be required on Saturdays, Sundays, or Holidays. Except in the case of emergency, the Agency agrees to give the Vendor twenty-four (24) hours advance notice of requested delivery. Minimum delivery authorized shall be one hundred (100) gallons unless otherwise agreed on by Vendor and Agency and Subject to the Certified Customer's maximum benefit level.

Agreement for the Delivery of Kerosene To Certified Clients Of the DHCD Low Income Home Energy Assistance Program
Page Two

4. The Vendor will submit a metered delivery slip (or legible copy) showing Certified Customer's name and address, date of delivery, number of gallons delivered, Vendor's posted price on date of delivery, total delivery cost, and signed by the Certified Customer or authorized Vendor representative in accordance with industry practice, or will submit a computerized invoice showing Certified Customer name and address, date of delivery, number of gallons delivered, posted price on that day, and total cost of the delivery, by the 15th of the month for the preceding month's billing. Within thirty (30) days of date on which the invoice is received by the Agency, the Agency will mail payment to the Vendor unless the agency has not received funds from DHCD/DCS sufficient to cover such payment. Vendor will submit final billing by July 15th of the program year.

5. Agency and Vendor agree to abide by all established procedures as set forth in DHCD/DCS' "Administrative Guidance for Program Operators" and subsequent relevant guidance and the provisions of the contract between DHCD/DCS and the Agency for the season, which documents are available at the Agency.

6. Agency will promptly notify Vendor of the eligibility of each Certified Customer in writing within seven (7) days of certification of eligibility.

7. The Vendor agrees to deliver kerosene to certified customer as authorized by the agency and to deliver kerosene within a reasonable period from the time of delivery authorization.

8. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth of Massachusetts from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or sub-contractors.

9. The Vendor agrees to allow representatives of the Agency and the Commonwealth of Massachusetts (including without limitation DHCD), upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Vendor Monitoring procedures by DHCD/DCS and the Agency will include examination, during site visits to Vendor, of delivery tickets/invoices for both the Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.

10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.

11. Any amendments to this Agreement must be in writing, signed by both Vendor and Agency, and must receive prior written approval by DHCD/DCS.

AGENCY:	_____ *Signature*	**Vendor:**	_____ *Signature*
Name:	_____	**Name:**	_____
Title	_____	**Title:**	_____
Date:	_____	**Date:**	_____

Agreement For Delivery of Firewood To Certified Clients Of The DHCD Low Income Home Energy Assistance Program

Agreement for the delivery of firewood pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS, hereafter) Low Income Home Energy Assistance Program (the Program, hereafter) made this _____ day of _____, 2_____, by and between _____ _____(hereafter Agency), and _____ _____(hereafter Vendor).

In consideration of the mutual promises hereafter stated, the Agency and Vendor agree as follows:

1. Vendor will, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer, hereafter) is authorized by the Agency:

   - charge the Certified Customer in accordance with the Vendor's established billing practice, submitting a bill to the Agency at the cubic-foot price charged to non-certified similarly situated customers;

   - deliver wood that has been cut and aged for a minimum of one year, with the understanding that wood cut and aged less than one year may be delivered if agreed to in writing by the Certified Customer and Vendor;

   - apply payments received against current deliveries only, and not to arrearages incurred prior to November 1st of the program year;

   - bill the customer no more than the total accounts receivable less payments received from the Agency;

   - not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;

   - make current deliveries to Certified Customers regardless of debt arrearage status or will hold harmless the Agency for arranging wood deliveries by another vendor;

   - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.

2. If requested by Agency, the Vendor will provide, at no cost to the Agency or the Certified Customer, a record of annual wood consumption and cost for each Certified Customer, within a time frame specified by the Agency.

3. The Vendor will make deliveries in accordance with established business practice, and accordingly secure the Certified Customer's signature on the delivery ticket. If the customer is not available, Vendor agrees that a Vendor Representative will sign/initial the ticket. No deliveries except those agreed to by the Vendor and the Agency will be required on Saturdays, Sundays or holidays except in the case of an emergency.

4. Vendor will submit a bill for delivery of wood showing Certified Customer name and address, date of delivery, number of cubic feet of wood delivered, age of wood, cut/split condition, Vendor's posted price on date of delivery, total cost of delivery, signed by the Certified Customer <u>and</u> authorized Vendor Representative, to the Agency by the 15th of

Agreement For Delivery of Firewood To Certified Clients Of The DHCD Low Income Home Energy Assistance Program - Page Two

the month for the preceding month's billing. Within thirty (30) days of date on which the bill is received by the Agency, the Agency will mail payment to the Vendor unless the agency has not received funds from DHCD/DCS sufficient to cover such payment. Vendor will submit final billing by July 15th of the program year.

5. The Agency and the Vendor agree to abide by all established procedures as set forth in DHCD/DCS' "Administrative Guidance for Program Operators" and subsequent guidance and the provisions of the contract between DHCD/DCS and the Agency for the season, all of which documents are available at the Agency.

6. Agency will promptly notify Vendor of the eligibility of each Certified Customer in writing within seven (7) days of certification of eligibility.

7. The Vendor agrees to deliver firewood to Certified Customers as authorized by the agency and except in emergency circumstances requiring immediate delivery to deliver wood within a reasonable period from the time of delivery authorization.

8. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth of Massachusetts from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or sub-contractors.

9. The Vendor agrees to allow representatives of the Agency and the Commonwealth of Massachusetts (including without limitation DHCD), upon reasonable notice, access to all of its books and records for the purpose of verification compliance with this Agreement. Vendor monitoring procedures by DHCD/DCS and the Agency will include examination, during site visits to Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.

10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.

11. Any amendments to this Agreement must be in writing, signed by both Vendor and Agency, and must receive prior written approval by DHCD/DCS.

AGENCY:	_____ *Signature*	**Vendor:**	_____ *Signature*
Name:	_____	**Name:**	_____
Title	_____	**Title:**	_____
Date:	_____	**Date:**	_____

Agreement For Delivery of Coal To Certified Clients Of The DHCD Low Income Home Energy Assistance Program

Agreement for the delivery of coal pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS, hereafter) Low Income Home Energy Assistance Program (the Program, hereafter) made this _____ day of _____, 2_____, by and between _____ _____(hereafter Agency), and _____ _____(hereafter Vendor).

In consideration of the mutual promises hereafter stated, the Agency and Vendor agree as follows:

1. Vendor will, in each case where a delivery to one of its customers certified as eligible under the program (hereafter Certified Customer) is authorized by Agency:

- charge the Certified Customer in accordance with the Vendor's established billing practice, submitting a bill to the Agency at the tonnage price charged to non-eligible similarly situated customers;
- apply payments received against current deliveries only, and not to arrearages incurred prior to November 1st of the program year;
- bill the customer no more than the total accounts receivable less payments received from the Agency;
- not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
- make current deliveries to Certified Customers regardless of debt arrearage status or will hold harmless the Agency for arranging coal deliveries by another vendor; and,
- not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.

2. If requested by Agency, the Vendor will provide, at no cost to the Agency or the Certified Customer, a record of annual coal consumption and cost for each Certified Customer, within a timeframe specified by the Agency.

3. The Vendor will make deliveries in accordance with established business practice, and accordingly secure the Certified Customer's signature on the delivery ticket. If the customer is not available, the Vendor agrees that a Vendor representative will sign/initial the ticket. With each delivery Vendor will leave a copy of the delivery ticket with the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency will be required on Saturdays, Sundays, or holidays. Except in the case of emergency, the Agency agrees to give the vendor twenty-four (24) hours advance notice of requested delivery.

4. Vendor will submit a bill for delivery of coal showing Certified Customer name and address, date of delivery, number of tons delivered, type of coal, Vendor's posted price on date of delivery, the total cost of the delivery, and signed by Certified Customer and authorized Vendor Representative, to the Agency by the 15th of the month for the preceding month's

Agreement For Delivery of Coal To Certified Clients Of The DHCD Low Income Home Energy Assistance Program - Page Two

billing. Within thirty days of date on which the bill is received by the Agency, the Agency will mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. Vendor will submit final billing by July 15th of the program year.

5. The Agency and the Vendor agree to abide by all established procedures as set forth in DHCD/DCS "Administrative Guidance for Program Operators" and subsequent guidance and the provisions of the contract between DHCD/DCS and the Agency for the season, all of which documents are available at the Agency.

6. Agency will promptly notify Vendor of the eligibility of each Certified Customer in writing within seven (7) days of certification of eligibility.

7. The Vendor agrees to deliver coal to Certified Customers as authorized by the Agency and to deliver coal within a reasonable period from the time of delivery authorization.

8. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth of Massachusetts from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or sub-contractors.

9. The Vendor agrees to allow representatives of the Agency and the Commonwealth of Massachusetts (including without limitation DHCD), upon reasonable notice, access to all of its books and records for the purpose of verification compliance with this Agreement. Vendor monitoring procedures by DHCD/DCS and the Agency will include examination, during site visits to Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.

10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.

11. Any amendments to this Agreement must be in writing, signed by both Vendor and Agency, and must receive prior written approval by DHCD/DCS.

AGENCY:	_____ *Signature*	**Vendor:**	_____ *Signature*
Name:	_____	**Name:**	_____
Title	_____	**Title:**	_____
Date:	_____	**Date:**	_____

Agreement For Delivery of Corn To Certified Clients Of The DHCD Low Income Home Energy Assistance Program

Agreement for the delivery of corn pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS, hereafter) Low Income Home Energy Assistance Program (the Program, hereafter) made this _____ day of _____, 2_____, by and between _____ _____(Agency, hereafter), and _____ _____(Vendor, hereafter).

In consideration of the mutual promises hereafter stated, the Agency and Vendor agree as follows:

1. Vendor will, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer, hereafter) is authorized by the Agency:

   - charge the Certified Customer in accordance with the Vendor's normal billing practice, submitting a bill to the Agency at the price charged to non-eligible similarly situated customers;

   - apply payments received against current deliveries only, and not to arrearages incurred prior to November 1st of the program year;

   - bill the customer no more than the total accounts receivable less payments;

   - not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment, or other credit plans;

   - make current deliveries to Certified Customers regardless of debt arrearage status or will hold harmless the Agency for arranging corn deliveries by another vendor; and,

   - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.

2. If requested by Agency, the Vendor will provide, at no cost to the Agency or the Certified Customer, a record of annual corn consumption and cost for each Certified Customer, as specified by the agency.

3. The Vendor will make deliveries in accordance with established business practice, and accordingly secure the Certified Customer's signature on the delivery ticket. If the customer is not available, the Vendor agrees that a Vendor representative will sign/initial the ticket. With each delivery, the Vendor will leave a copy of the delivery ticket with the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency will be required on Saturdays, Sundays, or holidays. Except in the case of emergency, the Agency agrees to give the Vendor twenty-four (24) hours advance notice of requested delivery.

4. Vendor will submit for delivery of corn showing Certified Customer name, date of address, date of delivery, number of pounds delivered, Vendor's posted price on date of delivery, the total cost of the delivery, and signed by Certified Customer <u>and</u> authorized Vendor representative, to the Agency by the 15th of the month for the preceding month's

Agreement For Delivery of Corn To Certified Clients Of The DHCD Low Income Home Energy Assistance Program - Page Two

billing. Within thirty (30) days of date on which the bill is received by the Agency, the Agency will mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. Vendor will submit final billing by July 15th of the program year.

5. The Agency and the Vendor agree to abide by all established procedures as set forth in DHCD/DCS "Administrative Guidance for Program Operators" and subsequent guidance and the provisions of the contract between DHCD/DCS and the Agency for the season, all of which documents are available at the Agency.

6. Agency will promptly notify Vendor of the eligibility of each Certified Customer in writing within seven (7) days of certification of eligibility.

7. The Vendor agrees to deliver corn to Certified Customers as authorized by the Agency and to deliver corn within a reasonable period from the time of delivery authorization.

8. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth of Massachusetts from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or sub-contractors.

9. The Vendor agrees to allow representatives of the Agency and the Commonwealth of Massachusetts (including without limitation DHCD), upon reasonable notice, access to all of its books and records for the purpose of verification compliance with this Agreement. Vendor monitoring procedures by DHCD/DCS and the Agency will include examination, during site visits to Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.

10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.

11. Any amendments to this Agreement must be in writing, signed by both Vendor and Agency, and must receive prior written approval by DHCD/DCS.

AGENCY:	_____ *Signature*	**Vendor:**	_____ *Signature*
Name:	_____	**Name:**	_____
Title	_____	**Title:**	_____
Date:	_____	**Date:**	_____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 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.

Signature

Director
Title

Department of Housing and Community Development
Organization

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.
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.

_____

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 pint 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 grantee 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 grantee 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 grantees other than individuals, Alternate I applies.

4. For grantees who are individuals, Alternate II applies.

5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee 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 grantee's 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 grantee 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. Grantees' 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 grantee 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 grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grantees Other Than Individuals)

The grantee 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 grantee's 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 grantee's 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 grantee 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 (Street address, city, county, state, zip code)

_____

_____

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

Alternate II. (Grantees Who Are Individuals)

(a) The grantee 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]

Margin-Over-Rack Agreement For Delivery of Home Heating Oil To Certified Clients Of The DHCD Low Income Home Energy Assistance Program

Agreement for the delivery of #2 residential heating oil pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS, hereafter) Low Income Home Energy Assistance Program (the Program, hereafter) made this _____ day of _____, 2_____, by and between _____ _____(hereafter Agency), and _____ _____(hereafter Vendor).

In consideration of the mutual promises hereafter stated, the Agency and Vendor agree as follows:

1. Vendor will, in each case where a delivery to one of its customers certified as eligible under the Program (hereafter Certified Customer) is authorized by Agency:

   - submit a bill to the Agency at the posted price per gallon charged to non-certified similarly situated customers, including those discounts for Certified Customers who are members of an established co-operative;

   - apply payments received against current deliveries only, and not bills incurred prior to November 1st of the program year;

   - until the Certified Customer's benefits under the Program are exhausted or until April 30th of the contract year, whichever occurs earlier, bill the Certified Customer directly only for total accounts receivable covering bills incurred prior to November 1st and/or other non-heating oil expenses not eligible for payment under the Program. The Certified Customer will not be billed in any amount for gallons of oil delivered under the Program and paid for by the Agency pursuant to this Agreement.

   - not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;

   - make current deliveries to Certified Customers regardless of debt arrearage status, or will hold harmless the Agency for arranging oil delivery by another oil vendor; and

   - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.

2. If requested by Agency, the Vendor will provide, at no cost to the Agency or Certified Customer, an annual oil cost and consumption record for each Certified Customer, within a time frame specified by the Agency.

3. The Vendor will make deliveries in accordance with established business practice and within a delivery schedule negotiated with the Certified Customer, and accordingly secure the Certified Customer's signature on the metered delivery ticket. If the customer is not available, representative will sign/initial the ticket. With each delivery, Vendor will provide a copy of the metered delivery ticket to the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency, will be required on Saturdays,

Margin-Over-Rack Agreement For Delivery of Home Heating Oil To Certified Clients Of The DHCD
Low Income Home Energy Assistance Program - Page Two

Sundays, or Holidays. Except in the case of emergency the Agency agrees to give the Vendor twenty-four (24) hours advance notice of requested delivery. Minimum delivery authorized shall be one hundred (100) gallons unless otherwise agreed on by Vendor and Agency and subject to the Certified Customer's maximum benefit level.

4. The Vendor will submit a metered delivery slips (or legible copy) the 15th of the month for the preceding month's billing showing Certified Customer's name and address, date of delivery, number of gallons delivered, Vendor's posted price with adjustments for oil co-op, established discount and/or pre-paid discount prices on date of delivery, total delivery cost, and signed by the Certified Customer or authorized Vendor representative in accordance with industry practice, or will submit a computerized invoice showing Certified Customer name and address, date of delivery, number of gallons delivered, posted price on that day with adjustments for oil co-op, established discount and/or pre-paid discount prices, and total cost of the delivery, by the 15th of the month for preceding month's billing. Within thirty (30) days of the date on which the invoice is received by the Agency, the Agency will mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. Vendor will submit final billing by July 15th of the program year.

5. For each and every gallon of oil delivered to a Certified Customer under the Program, the Agency will reimburse the Vendor the amount which equals the lesser of the Vendor's posted price on the date of delivery with adjustments for oil-cop, established discount and/or pre-paid discount prices or the price calculated adding a margin of twenty-eight and one-half (28.5) cents to a weekly average rack price based on "Oil Price Information Service (OPIS) Rack Fax" for _____ as calculated by DHCD.

   Balance billing of the differential between retail gallons delivered and gallons paid for by the Agency is not allowed.

6. The Agency and Vendor agree that in the event of unusual oil market volatility resulting in significant changes in the wholesale pricing of #2 home heating oil, DHCD/DCS may, at its discretion, suspend temporarily or otherwise the pricing method set forth in paragraph 5 above, in order to provide emergency relief to participating vendors. Such suspension may include, without limitation, an adjustment or change in the method of calculating the rack price to which the margin is added. The Agency will notify the Vendor concerning any such suspension following written notification to the Agency from DHCD/DCS.

7. Agency will promptly notify Vendor of the eligibility of each Certified Customer in writing within seven (7) days of certification of eligibility.

8. Except in the case of an emergency, the Vendor agrees to deliver #2 heating oil to Certified Customers as authorized by the Agency within a delivery schedule negotiated with the Certified Customer.

9. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or sub-contractors.

Margin-Over-Rack Agreement For Delivery of Home Heating Oil To Certified Clients Of The DHCD
Low Income Home Energy Assistance Program - Page Three

10. The Vendor agrees to allow representatives of the Agency and the Commonwealth of Massachusetts (including without limitation DHCD), upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Vendor Monitoring procedures by DHCD/DCS and the Agency will include examination, during site visits to Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.

11. The Agency may terminate this Agreement in writing and cease immediately making any further payments under the program to the Vendor in the event that the Vendor violates any material provision of this Agreement.

12. Any amendments to this Agreement must be in writing, signed by both Vendor and Agency, and must receive prior written approval by DHCD/DCS.

AGENCY:	_____	**Vendor:**	_____
	Signature		***Signature***
Name:	_____	**Name:**	_____
Title	_____	**Title:**	_____
Date:	_____	**Date:**	_____

OMB Control No. 0970-0060

LIHEAP Household Report--Federal Fiscal Year 2005--Long Format

Expiration Date: 10/31/2006

Grantee Name: Commonwealth of Massachusetts/DHCD Contact Person Theresa Brewer Phone: (617) 573-1438 Date: 8/26/2005

The LIHEAP Household Report--Long Format is for use by the 50 States, District of Columbia, and insular areas with annual LIHEAP allotments of $200,000 or more. This Federal Report provides data on both LIHEAP recipient and applicant households for Federal Fiscal Year (FFY) 2005, the period of October 1, 2004 - September 30, 2005. The Report consists of the following sections: (1) Recommended Long Format for LIHEAP **Assisted Households and (2) Recommended Format for LIHEAP Applicant Households. Data on assisted households are included in the Department's annual LIHEAP Report to Congress. The data are also used in** measuring targeting performance under the Government Performance and Results Act of 1993. As the reported data are aggregated, the information in this report is not considered to be confidential.

There are two types of data: (1) required data which must be reported under the LIHEAP statute and (2) requested data which are optional, in response to House Report 103-483 and Senate Report 103-251. Both the *LIHEAP Household Report--Long Format (the Excel file name is hhsrptst.xls) and the instructions on completing the Report (the Word file name is hhrptins.doc) can be downloaded at the Office of Community Services'* LIHEAP web site at: www.acf.hhs.gov/programs/liheap/forms.htm#HHREPORT. The spreadsheet is page protected in order to keep the format uniform. The items requiring a response are not page protected. However, other areas of the spreadsheet can not be modified. For example, the number of assisted and applicant households can not be entered. Each total will be calculated automatically for each type of assistance by a formula when the poverty level data are entered.

Do the data below include estimated figures? No [X] Yes [ ] Mark "X" in the second column for each type of assistance that has at least one estimated data entry.

1. RECOMMENDED LONG FORMAT FOR LIHEAP ASSISTED HOUSEHOLDS

REQUIRED DATA											REQUESTED DATA	
Type of assistance	Mark "X" to indicate estimated	Number of assisted households	2004 HHS Poverty Guideline interval, based on gross income and household size.					At least one member who is				
			Under 75% poverty	75%-100% poverty	101%-125% poverty	126%-150% poverty	Over 150% poverty	60 years or older	Disabled	Age 5 years or under	Age 2 years or under	Age 3 years through 5 years
Heating	X	134,604	23,838	32,459	25,073	22,375	30,859	46,047	27,394	27,449	14,987	17,626
Cooling	n/a	0										
Winter/year round crisis	x	11,192	3,418	2,562	1,812	1,414	1,986	1,814	2,096	3,261	1,796	2,118
Summer crisis	n/a	0										
Other crisis (specify)	n/a	0										
Weatherization	x	8,829	683	1,671	1,682	1,909	2,884	5,458	1,893	752	389	511

2. RECOMMENDED FORMAT FOR LIHEAP APPLICANT HOUSEHOLDS (regardless of whether assisted)

REQUIRED DATA

Type of assistance	Mark "x" to indicate estimated data	Number of applicant households	2004 HHS Poverty Guideline interval, based on gross income and household size					
			Under 75% poverty	75%-100% poverty	101%-125% poverty	126%-150% poverty	Over 150% poverty	Income data unavailable
Heating	X	159,794	26,635	33,513	25,754	23,448	36,472	13972
Cooling	n/a	0						0
Winter/year round crisis	x	11,194	3,418	2,562	1,812	1,414	1,986	2
Summer crisis	n/a	0						
Other crisis (specify)	n/a	0						
Weatherization	x	8,829	683	1,671	1,682	1,909	2,884	0

This is a preliminary (Year to Date) report. An updated report will be submitted to U.S. HHS prior to the December 15, 2005 deadline.

Note: Include any notes below for section 1 or 2 (indicate which section, type of assistance, and item the note is referencing):