

**State of Michigan**  
**Department of Licensing and Regulatory Affairs**  
**MICHIGAN PUBLIC SERVICE COMMISSION**

**MICHIGAN ENERGY ASSISTANCE PROGRAM**

**REQUEST FOR PROPOSALS**  
**MICHIGAN ENERGY ASSISTANCE PROGRAM GRANT**

<b>ESTIMATED TIMELINE</b>	
Issue Date	July 19, 2016
Inquiries Due	August 1, 2016
Pre-Proposal Conference	August 3, 2016
Proposals Due	August 10, 2016
Anticipated Start Date	October 1, 2016



**JULY 19, 2016**

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# MICHIGAN ENERGY ASSISTANCE PROGRAM GRANT REQUEST FOR PROPOSALS

## PART I: GENERAL GRANT INFORMATION

### I-A Statement of Purpose

Public Act 615 of the Michigan Public Acts of 2012 (MCL 400.1231, *et seq.*) was enacted creating the Michigan Energy Assistance Act that requires the Michigan Department of Health and Human Services (DHHS) to establish and administer the Michigan Energy Assistance Program (MEAP). The Act allows DHHS to use funds received from a federal energy assistance program and any funds collected or appropriated to fund the program.

Public Act 95 of the Michigan Public Acts of 2013 (MCL 460.9t) was enacted creating the Low-Income Energy Assistance Fund (LIEAF) charging DHHS with expending money from the fund as provided by the Michigan Energy Assistance Act. The Act allows the Michigan Public Service Commission (MPSC) to annually approve a low-income energy assistance funding factor, not to exceed \$50,000,000 to fund the LIEAF.

On July 23, 2015, the MPSC adopted a funding factor of 98 cents per meter per month for all Michigan electric utilities that have opted to participate in the funding of the LIEAF, effective for the September 2015 billing month. By July 31, 2016 the MPSC will adopt a new funding factor for 2016/2017.

The purpose of this Request for Proposals (RFP) is to obtain proposals from public or private entities or local units of government that will intervene in energy crisis situations and provide energy assistance program services that will help eligible low-income households meet home energy costs for their primary residence through payment or partial payment of bills for one or more of the following: 1) electricity; 2) natural gas; 3) propane; 4) heating oil; or 5) any other deliverable fuel used to provide heat. Energy assistance programs must include services that will enable participants to become or move toward becoming self-sufficient, including assisting participants in paying their energy bills on time, assisting participants in budgeting for and contributing to their ability to provide for energy expenses, and assisting participants in utilizing energy services to optimize on energy savings. Energy assistance benefits should be targeted to the neediest households with an emphasis placed on assisting the lowest income households that have the highest energy burden.

As set forth in the Michigan Energy Assistance Act (MCL 400.1231, *et seq.*):

(1) “Crisis” means one of the following: 1) an individual or recipient has received a past due notice on an energy bill for his or her household; 2) a residential fuel tank is estimated to contain not more than 25% of its heating fuel capacity; 3) a stated need for deliverable fuel or a nontraditional fuel source in which there is no meter or regular energy bill provided; or 4) a notice that the balance in a prepayment account is below a minimum amount.

(2) “Crisis season” refers to the period from November 1 through May 31 each year. Not more than 30% of the funds awarded for energy assistance programs shall be spent on home energy costs accrued outside the “crisis season.”

(3) “Eligible low-income household” means a household with an income of not more than 150% of the federal poverty guidelines.

(4) “Federal poverty guidelines” means the poverty guidelines published annually in the federal register by the United States Department of Health and Human Services under its authority to revise the poverty line under section 673(2) of subtitle B of title VI of the Omnibus Budget Reconciliation Act of 1981, 42 USC 9902. See the 2016 Federal Poverty Guidelines that will be in effect for the entire 2017 grant year set forth in Attachment A, Household Eligibility Verification Guidelines. Updates to the Federal Poverty Guidelines by the United States Department of Health and Human Services will be provided to selected applicants prior to the start of the 2017 grant year (October 1, 2016).

As set forth in MCL 460.9t(7) an electric utility, municipally owned electric utility, or cooperative electric utility that elects to not collect a low-income energy assistance funding factor shall not shut off service to any residential customer from November 1 to April 15 for nonpayment of a delinquent account.

As set forth in MCL 460.9r(3)(d) heating season means November 1 through March 31.

Michigan House Bill, HB 5512, was passed by the Senate and House in May of 2016; this bill will extend the sunset date of PA 615 for three years.

Through the grant award process consideration will be given to the fact that MEAP grant funds collected from a geographic area must be returned, to the extent possible, to that geographic area. Low-Income Home Energy Assistance Program (LIHEAP) funds do not carry the geographic area restriction described above. Refer to Attachment B for the 2016 list of the electric service providers in Michigan that have chosen to contribute to the LIEAF, and the 2016 list of the electric service providers that are not participating. After July 30, 2016 revised lists of electric service providers opting in and opting out of the funding factor for 2017 will be available on the Michigan Agency for Energy (MAE) website at [www.michigan.gov/energygrants](http://www.michigan.gov/energygrants). Refer to <http://www.dleg.state.mi.us/mpsc/electric/map.htm> and <http://www.dleg.state.mi.us/mpsc/gas/servarea.htm> for Michigan electric and natural gas utility service area maps, respectively.

While the grant funding sources are the LIEAF and LIHEAP, all funds carry the federal LIHEAP reporting requirements as set forth in Section IV-B, Monitoring and Reporting Program Performance.

**It is anticipated that fiscal year 2017 MEAP funding will be consistent with the 2016 grant year; however, funding levels cannot be determined until the fiscal year 2017 federal and state budgets are approved. The distribution of monies from the LIEAF and LIHEAP is contingent on the passage of, and will be consistent with, the 2017 state and federal appropriations, and approval by the State Administrative Board and the State Budget Office.**

The grant period is expected to begin October 1, 2016 and end September 30, 2017. The anticipated amount available for fiscal year 2017 (October 1, 2016 through September 30, 2017) is an amount not to exceed \$110,000,000 consisting of \$50,000,000 from the LIEAF and up to \$60,000,000 in LIHEAP funds provided by DHHS.

All distributions to selected applicants will come from the LIEAF and the LIHEAP in shares proportionate to the total share of LIEAF and LIHEAP funds designated to the MEAP; Federal LIHEAP program CFDA 93.568.

The grant(s) awarded from this solicitation will support actual expenditures incurred within the grant period that are supported by source documentation (further defined in Section II-G, Accounting). This RFP provides interested parties with sufficient information to enable them to prepare and submit a proposal, budget, budget narrative, and timeline. Refer to Part V: Information Required from Applicant.

### **I-B Eligibility Requirements**

To be eligible to receive a grant under this RFP, the applicant must be a non-profit, public or private entity or local unit of government.

### **I-C Issuing Office and Funding Source**

This RFP is issued by MAE, an agency within the Department of Licensing and Regulatory Affairs (LARA). MAE is the point of contact for this RFP for purposes of grant administration. The contact person at the MAE is:

Ninah Sasy, Grant Administrator  
Michigan Agency for Energy  
State Response Division  
Energy Grants Section  
Telephone: 517-284-8182  
Email: [MAE-Grants@michigan.gov](mailto:MAE-Grants@michigan.gov)

The MEAP grant will be funded by \$50,000,000 collected through a low-income energy assistance funding factor approved by the MPSC; and up to \$60,000,000 in LIHEAP funds provided by DHHS.

### **I-D Grant Award**

Grant award negotiations will be undertaken with the applicants whose proposals show the organization to be responsible, highly qualified, prepared to efficiently assist low-income households beginning October 1, 2016, and capable of performing the project within the established timeline. It is anticipated that one or more grants will be awarded. The approximate amount available is expected to be up to \$110,000,000.

The grants that may be entered into will be based on the RFP evaluation and selection criteria provided in Part VI and the objectives of the MAE.

### **I-E Rejection of Proposals**

The State reserves the right to reject any and all proposals received as a result of this RFP.

## **I-F Incurring Costs**

The State of Michigan is not liable for any costs incurred by an applicant prior to signing of a Grant Agreement.

## **I-G Pre-Proposal Conference**

A pre-proposal conference will be held to provide applicants with guidance and expectations when responding to the RFP. The conference will be held on **Wednesday, August 3, 2016 at 9:00 a.m.** at the offices of the Michigan Agency for Energy (MAE), 7109 W. Saginaw Highway, Lansing, MI 48917; interested parties may also attend via telephone conference. Applicants should RSVP to [MAE-Grants@michigan.gov](mailto:MAE-Grants@michigan.gov) with the names of staff attending. Additional details will be provided through the MEAP list serve prior to the pre-proposal conference. Inquiries can also be submitted electronically as outlined in Section I-H, Inquiries.

## **I-H Inquiries**

Questions that arise as a result of this RFP must be submitted no later than **5:00 PM on August 1, 2016**. Inquiries may be submitted electronically to the Issuing Office at [MAE-Grants@michigan.gov](mailto:MAE-Grants@michigan.gov) or made in writing to the Grant Administrator at the address listed in Section I-C, Issuing Office and Funding Source. All inquiries should reference “2017 MEAP Grant.”

Inquiries will be responded to and posted on the MAE website at [www.michigan.gov/energygrants](http://www.michigan.gov/energygrants).

## **I-I Changes to the RFP**

Written answers to questions that change or substantially clarify the RFP will be provided to all prospective applicants on the MAE website at [www.michigan.gov/energygrants](http://www.michigan.gov/energygrants).

## **I-J Due Date**

To be considered for a grant award, a proposal must be received in the Issuing Office no later than **5:00 PM on August 10, 2016**. Proposals must reference “2017 MEAP Grant.” **Proposals must be submitted electronically to [MAE-Grants@michigan.gov](mailto:MAE-Grants@michigan.gov)**. A confirmation will be sent by the Issuing Office within 24 hours of receipt. If a confirmation is not received, applicant must contact the Grant Administrator identified in Section I-C, Issuing Office and Funding Source. Electronic submission of PDF documents cannot exceed 15 MB. **Mailed, hand delivered, and faxed proposals will not be accepted.**

## **I-K Proposals**

To be considered, applicants must submit a complete response to this RFP using the format specified in Part V: Information Required from Applicant. The proposal must be signed by an official authorized to bind the applicant to the provisions of this RFP. For this RFP, the proposal must remain valid for at least 90 days.

## **I-L Acceptance of Proposal Content**

The contents of this RFP and the proposal of the selected applicant may become grant obligations if a grant award ensues. Failure of the selected applicant to accept these obligations may result in cancellation of the award.

## **I-M Economy of Preparation**

Using the format provided in Part V: Information Required from Applicant, proposals should be prepared providing a straight-forward, concise description of the applicant’s ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

## **I-N Prime Applicant Responsibilities**

The selected applicant will be required to assume responsibility for all services offered in their proposal whether or not they possess them within their organization. Further, the State will consider the selected applicant to be the sole point of contact with regard to grant matters, including payment of any and all charges resulting from the grant.

## **I-O Grant Payment Schedule**

Payment for any grant entered into as a result of this RFP will be made according to the following schedule:

An initial advance of 50% of the total grant award will be made to the selected applicant after a Grant Agreement is fully executed.

Two subsequent advances of 20% will be provided upon submission of a Financial Status Report/Payment Request accompanied by documentation showing that at least 50% of the prior advance has been expended.

Ten (10) percent of the total grant award will be held back pending verification and approval of monthly financial status reports as well as Interim Project Status Report.

Public Act 279 of 1984, MCL 17.52, states that the State shall take all steps necessary to assure that payment for goods or services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

**I-P News Releases**

News releases pertaining to this RFP or the service, study, or project to which it relates shall not be made without prior State approval and coordination with the Michigan Agency for Energy.

**I-Q Disclosure of Proposal Contents**

The information in all proposals and any grant resulting from the RFP are subject to disclosure under the Michigan Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231, *et seq.*

**I-R Copyrighted Materials**

The selected applicant shall agree to grant to the State a nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of all copyrightable material developed as a result of the project.

## **PART II: GENERAL PROVISIONS**

### **II-A Project Changes**

Grantee *must* obtain prior written approval for project changes from the Grant Administrator.

### **II-B Delegation**

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

### **II-C Program Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

### **II-D Share-in-Savings**

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

### **II-E Order of Spending**

#### **Reserved.II-F Purchase of Equipment**

The purchase of equipment not specifically listed in your approved MEAP budget must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

### **II-G Accounting**

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets

and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

## **II-H Records Maintenance, Inspection, Examination, and Audit**

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 24 hours of providing notice, the State and its authorized representatives or designees have the right to enter and inspect a selected applicant’s premises or any other places where grant activities are being performed, and examine selected applicant’s books and records; and copy and audit all records related to the Grant Agreement anytime during the period of the grant and for a period of seven (7) years after the latter of termination, expiration, or final payment under the Grant Agreement or any extension. Selected applicant must cooperate and provide reasonable assistance. If an audit, litigation, or other action involving the records is initiated before the end of the audit period, selected applicant must retain the records until all audit and monitoring issues are resolved. Any disqualified costs identified as a result of the monitoring review or audit will be refunded within 30 days.

If the selected applicant is a governmental or nonprofit organization and expends the minimum level specified in OMB Circular A-133 or more in total federal funds in any fiscal year, then the selected applicant is required to submit a single audit report. Any questioned costs identified must be refunded within 30 days.

The MAE will perform a close-out audit of all selected applicants at the end of the grant period. Any disqualified costs identified must be refunded within 30 days.

This section applies to selected applicant, any parent, affiliate, or subsidiary organization of selected applicant, and any subcontractor that performs grant activities in connection with this Grant Agreement.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

## **II-I Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

## **II-J Liability**

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

## **II-K Intellectual Property**

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

## **II-L Safety**

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

## **II-M General Indemnification**

Grantee must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Grant; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable).

The State will notify Grantee in writing if indemnification is sought; however, failure to do so will not relieve Grantee, except to the extent that Grantee is materially prejudiced. Grantee must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Grantee will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

## **II-N Termination**

The State may terminate the Grant Agreement without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

### **(1) Termination for Cause**

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

### **(2) Termination for Convenience**

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

### **(3) Non-Appropriation**

Selected applicant acknowledges that continuation of the Grant Agreement is subject to appropriation or availability of funds for the Grant Agreement. If funds to enable the State to effect continued payment under the Grant Agreement are not appropriated or otherwise made available (including the federal government suspending or halting the program or issuing directives preventing the State from continuing the program), the State shall have the right to terminate the Grant Agreement, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to selected applicant. The State shall give selected applicant at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding

cutoff). In the event of a termination under this section, the selected applicant shall, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Grant Agreement.

(4) Criminal Conviction

The State may terminate the Grant Agreement immediately and without further liability or penalty in the event selected applicant, an officer of selected applicant, or an owner of a 25% or greater share of selected applicant is convicted of a criminal offense incident to the application for, or performance of, a State, public or private contract or subcontract or grant; convicted of a criminal offense, including any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon selected applicant's business integrity.

(5) Approvals Rescinded

The State may terminate the Grant Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. Termination may be in whole or in part and may be immediate as of the date of the written notice to selected applicant or may be effective as of the date stated in such written notice.

(6) Transition Responsibilities

Upon termination or expiration of the Grant Agreement for any reason, selected applicant must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the grant activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such grant activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the grant activities at the rates established in the Grant Agreement; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable grant activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to selected applicant by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under the Grant Agreement as of the Grant Agreement termination date; and (e) preparing an accurate accounting from which the State and selected applicant may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). The Grant Agreement will automatically be extended through the end of the transition period.

## **II-O Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of

impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

## **II-P Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

## **II-Q Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

## **II-R Force Majeur**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

## **II-S Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

## **II-T Website Incorporation**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

## **II-U Certification Regarding Debarment**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

## **II-V Illegal Influence**

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

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of 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.
- B. 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 grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. 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.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

## **II-W Governing Law**

The Grant Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of the Grant Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from the Grant Agreement must be resolved in Michigan Court of Claims. Selected applicant consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Selected applicant must appoint agents in Michigan to receive service of process.

## **II-X Compliance with Laws**

Grantee must comply with all federal, state and local laws, rules and regulations.

## **II-Y Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

## **II-Z Assignment**

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

## **II-AA Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

## **II-BB Grantee Relationship**

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

## **II-CC Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond

within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

## **II-DD Severability**

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

## **II-EE Waiver**

Failure to enforce any provision of this Grant will not constitute a waiver.

## **II-FF Confidentiality**

### State Data

- (a) **Ownership.** The State's data ("State Data," which will be treated by selected applicant as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the grant activities; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the grant activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("PHI") collected, used, processed, stored, or generated as the result of the grant activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This section survives the termination of the Grant Agreement.
- (b) **Selected Applicant Use of State Data.** Selected applicant is provided a limited license to State Data for the sole and exclusive purpose of providing the grant activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the grant activities. Selected applicant must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in the Grant Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the grant activities, such use and disclosure being in accordance with the Grant Agreement, any applicable Statement of Work, and

applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for selected applicant's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This section survives the termination of the Grant Agreement.

- (c) Extraction of State Data. Selected applicant must, within one (1) business day of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to selected applicant), an extract of the State Data in the format specified by the State.
- (d) Backup and Recovery of State Data. Selected applicant is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Selected applicant must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- (e) Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by selected applicant that relate to the protection of the security, confidentiality, or integrity of State Data, selected applicant must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting selected applicant's obligations of indemnification as further described in the Grant Agreement, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures selected applicant will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of selected applicant's representative; a description

of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps selected applicant has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by selected applicant. This section survives the termination of the Grant Agreement.

#### Non-Disclosure of Confidential Information.

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this section survive the termination of the Grant Agreement.

- (a) **Meaning of Confidential Information.** For the purposes of the Grant Agreement, the term “Confidential Information” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of the Grant Agreement, in all cases and for all matters, State Data is deemed to be Confidential Information.
- (b) **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with the Grant Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of the Grant Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under the Grant Agreement; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor’s responsibilities; and (c) selected applicant obligates the subcontractor in a written contract to maintain the State’s Confidential

Information in confidence. At the State's request, any employee of selected applicant or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this section.

- (c) Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the Grant Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- (d) Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of the Grant Agreement or any Statement of Work corresponding to the breach or threatened breach.
- (e) Surrender of Confidential Information upon Termination. Upon termination of the Grant Agreement or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that selected applicant must return State Data to the State following the timeframe and procedure described further in the Grant Agreement. Should selected applicant or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

#### Data Privacy and Information Security

- (a) Undertaking by Selected Applicant. Without limiting selected applicant's obligation of confidentiality as further described, selected applicant is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of selected applicant, if any, comply with all of the foregoing. In no case will the safeguards of selected applicant's data

privacy and information security program be less stringent than the safeguards used by the State, and selected applicant must at all times comply with all applicable State IT policies and standards, which are available to selected applicant upon request.

- (b) **Audit by Selected Applicant.** No less than annually, selected applicant must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- (c) **Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review selected applicant's data privacy and information security program prior to the commencement of grant activities and from time to time during the term of the Grant Agreement. During the providing of the grant activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of selected applicant's data privacy and information security program. In lieu of an on-site audit, upon request by the State, selected applicant agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding selected applicant's data privacy and information security program.
- (d) **Audit Findings.** Selected applicant must implement any required safeguards as identified by the State or by any audit of selected applicant's data privacy and information security program.
- (e) **State's Right to Termination for Deficiencies.** The State reserves the right, at its sole election, to immediately terminate the Grant Agreement or a Statement of Work without limitation and without liability if the State determines that selected applicant fails or has failed to meet its obligations under this section.

## **II-GG Background Checks**

Upon request, selected applicant must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Selected applicant is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

## **II-HH Subcontracting**

Selected applicant may not delegate any of its obligations under the Grant Agreement without the prior written approval of the State. Selected applicant must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, selected applicant must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all grant activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in the Grant Agreement in any subcontract with a subcontractor. Selected applicant remains responsible for the completion of the grant activities, compliance

with the terms of the Grant Agreement, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

## **II-II No State Employees or Legislators**

No member of the Legislature or Judiciary of the State of Michigan or any individual employed by the State shall be permitted to share in the Grant Agreement, or any benefit that arises from the Grant Agreement.

## **II-JJ E-Verify Certification**

Section 291 of the fiscal year 2013 Omnibus Budget, PA 200 of 2012, requires verification that all new employees of the selected applicant and all new employees of any approved subcontractor, working under the Grant Agreement, are legally present to work in the United States. The selected applicant must perform this verification using the E-verify system (<http://www.uscis.gov/portal/site/uscis>). The selected applicant's signature on the Grant Agreement is the selected applicant's certification that verification has and will be performed. The selected applicant's signature also certifies that the selected applicant is not an Iran linked business as defined in MCL 129.312.

## **II-KK Survival**

The provisions of the Grant Agreement that impose continuing obligations, including warranties and representations, termination, transition, indemnification, and confidentiality, will survive the expiration or termination of the Grant Agreement.

## **II-LL Independent Contractor**

Selected applicant is an independent contractor and assumes all rights, obligations and liabilities set forth in the Grant Agreement. Selected applicant, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of the Grant Agreement. Selected applicant, and not the State, is responsible for the payment of wages, benefits and taxes of selected applicant's employees and any subcontractors. Prior performance does not modify selected applicant's status as an independent contractor.

## **II-MM Conflicts**

In the event of a conflict between the terms of the Grant Agreement and any federal or State laws or regulations, the federal or State laws or regulations will supersede any contrary term contained in the Grant Agreement.

## **PART III: WORK STATEMENT**

### **III-A Purpose**

The purpose of this Request for Proposals (RFP) is to obtain proposals from public or private entities or local units of government that will intervene in energy crisis situations and provide energy assistance program services that will help eligible low-income households meet home energy costs for their primary residence through payment or partial payment of bills for one or more of the following: 1) electricity; 2) natural gas; 3) propane; 4) heating oil; or 5) any other deliverable fuel used to provide heat. Energy assistance programs must include services that will enable participants to become or move toward becoming self-sufficient, including assisting participants in paying their energy bills on time, assisting participants in budgeting for and contributing to their ability to provide for energy expenses, and assisting participants in utilizing energy services to optimize on energy savings.

### **III-B Problem Statement**

Michigan has been experiencing a decrease in energy assistance funding. The current distribution system has improved since the inception of the MEAP and the program is meeting an unmet need providing low income energy assistance in the context of self-sufficiency. Improvements should continue to be made aligning implementation with program goals, program functionality, and measuring success of client participants. MEAP strives to incorporate customer accountability or provide incentives for positive actions by the customer for more responsible energy usage.

### **III-C Objectives**

(1) Provide energy assistance program services that will help eligible low-income households meet home energy costs for their primary residence through payment or partial payment of bills for natural gas, electricity, propane, heating oil, or any other deliverable fuel used to provide heat.

(2) Provide energy assistance programs that include services that will enable participants to become or move toward becoming self-sufficient, including assisting participants in paying their energy bills on time, assisting participants in budgeting for and contributing to their ability to provide for energy expenses, and assisting participants in utilizing energy services to optimize on energy savings.

(3) Substantially reduce shut offs by shifting the emphasis of crisis assistance towards prevention and accountability.

(4) Promote the discovery of innovative, cost-efficient, evidence-based methods for providing energy assistance to low-income households in Michigan.

(5) Result in a convenient, customer-friendly system for distribution of energy assistance.

(6) It is anticipated that eligible low-income households will work with a single energy assistance provider throughout the entire heating season. This, however, does not prevent

energy assistance providers from working together to resolve a low-income household's crisis/emergency. Any payment made on behalf of an energy customer must at a minimum resolve the crisis/emergency for at least 30 days.

(7) Aligning customer need with the right energy assistance program; one-time crisis assistance payment or longer-term utility affordable payment plans.

(8) LIHEAP Statute requires the following: 1) not later than 48 hours after a household applies for energy crisis benefits, provide some form of assistance that will resolve the energy crisis if such household is eligible to receive such benefits; 2) not later than 18 hours after a household applies for crisis benefits, provide some form of assistance that will resolve the energy crisis if such household is eligible to receive such benefits and is in a life-threatening situation.

(9) Grantees will be allocated (LIEAF) State and (LIHEAP) Federal funds proportionally. LIEAF funds should be used to assist TANF (Temporary Assistance for Needy Families) households. LIHEAP funds should be used for Non-TANF households; remaining LIHEAP funds may be used to assist TANF households. Grantees will have to maintain and submit their financial reports for both their State and Federal funding; a spreadsheet will be provided to track funding.

### **III-D Tasks**

(1) Provide specific services that will help eligible low-income households meet home energy costs for their primary residence through payment or partial payment of bills for natural gas, electricity, propane, heating oil, or any other deliverable fuel used to provide heat. Any payment made on behalf of an energy customer must resolve the crisis/emergency for at least 30 days.

(2) Provide energy assistance program services that will enable participants to become or move toward becoming self-sufficient, including assisting participants in paying their energy bills on time, assisting participants in budgeting for and contributing to their ability to provide for energy expenses, and assisting participants in utilizing energy services to optimize on energy savings through the organization's existing administrative framework.

(3) Collect all required household eligibility documentation, determine household eligibility, and issue energy assistance services to eligible applicants in compliance with the [Michigan LIHEAP State Plan and Program Integrity Assessment](#), MEAP Policy Manual and applicable state and federal law. See 2016 Household Eligibility Verification Guidelines (Attachment A); grantees will receive the 2017 Household Eligibility Verification Guidelines and the MEAP Policy Manual. Low-income households are not required to seek energy assistance services from DHHS prior to seeking energy assistance from selected applicant.

(4) Ensure that all household personally identifiable information (PII) and personal health information (PHI) collected, used, processed, stored or generated during the client intake process is secured and maintained in a secure manner in compliance with II-Y, Confidentiality.

(5) Implement the attached MEAP Energy Assistance Application, or ensure that the application utilized by selected applicant during the client intake process include all questions and requested information contained in the MEAP Energy Assistance Application (Attachment C).

(6) 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.

(7) Conduct outreach activities designed to ensure 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 program and any other energy related assistance programs.

(8) The standard of promptness is 10 business days, beginning with the date the signed application is received by the grantee. The standard of promptness shall not be used as a basis for denial. The application should remain pending if the applicant or group is cooperating within their ability to provide verifications. The application should be denied if applicant does not cooperate or if applicant is not responsive, after allowing 8 days to provide verifications.

(9) Establish a procedure by which applicants wishing to contest an eligibility decision or the timeliness of such a decision may be referred to the MAE for a re-evaluation of eligibility (Second Review Process).

(10) Maintain data and metrics as specified in Section IV-B, Monitoring and Reporting Program Performance.

(11) Using the MAE implemented database system, to maintain and share client/household information with MAE to ensure that the same households do not receive energy assistance from another MEAP grantee.

(12) Adhere to standardized reporting requirements uniform lists of values and parameters when submitting low-income household information to MAE, e.g. program year, grantee ID, organization ID, social security number, individual tax identification, poverty level, state, county, utility/vendor, assistance program, service type, etc., into selected applicant's low-income household tracking/database system. Grantees will be provided with MAE Shared Database Values.

(13) Ensure that not more than 30% of the funds awarded are spent on home energy costs accrued outside the crisis season. Ensure that a reasonable amount, based on data from prior years, shall be reserved until March 15 of the program year by each grantee for energy crisis intervention.

(14) Coordinate availability of this low-income energy assistance program with other program services currently provided by the selected applicant. Grantees are expected to provide referrals if they are not able to assist low-income households due to exhausting MEAP funds before the end of the grant cycle.

(15) Coordinate the proposed project with other grantees/ agencies that provide energy assistance, weatherization, and education focused on reducing energy consumption.

(16) Coordinate energy assistance payments with utility providers, municipal owned utilities, cooperatives, distributors of deliverable fuels, and other energy assistance providers to more efficiently serve the needs of low-income households.

(17) Evaluate the organization’s administrative and program structure to determine process improvements and staffing changes that are needed to handle additional client services and distribution activities beginning October 1, 2016.

(18) In compliance with R460.122(2) of the Michigan Administrative Rules, ensure that MEAP funds are not used to pay late payment fees assessed by regulated utilities and included on clients’ monthly heating bills. R460.122(2) states, “[a] utility shall not assess a late payment charge against a customer whose payments are made by the department of human services or who is participating in a shut off protection program. . . .”

(19) In compliance with R460.125 of the Michigan Administrative Rules, ensure that MEAP funds are not used to pay for unregulated service charges, such as appliance repair or appliance protection programs, that may be included in a utility’s monthly electric or gas service bill. R460.125 states, “[a] utility may include charges for unregulated services, such as appliance repair or appliance protection programs, together with charges for gas and electric service on the same monthly bill if the charges for the unregulated services are designated clearly and separately from the charges for the gas or electric service and it is noted that it is an unregulated service. Failure to pay for unregulated service charges may result in the termination of that service but not the termination [or shut off] of the gas or electric service.

(20) Ensure that all energy assistance payments are issued to an energy provider or vendor who is on the current month’s Energy Provider List. All energy providers must be registered in the State of Michigan’s Contract and Payment Express system (C&PE) ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)) and also be enrolled as an eligible provider by MDHHS. Completion of a DHS-355, Participation Agreement for Michigan's Low Income Home Energy Assistance Program, is required in order to be enrolled as an eligible LIHEAP provider.

Registration and enrollment is a requirement of all energy providers and vendors receiving payments from MEAP grantees on behalf of low-income households. Revisions or corrections to a provider's enrollment must be submitted in writing, by the provider, on a DHS-355 or their business letterhead and sent directly to the Provider Management Payments Unit.

Please mail, email or fax provider enrollment or change requests to:

Mailing Address:  
Financial Services, Accounting Division  
Provider Management Payments Unit  
235 S. Grand Avenue, Suite 1004  
Lansing, MI 48933

Email: [MDHHS-Provider-Management@michigan.gov](mailto:MDHHS-Provider-Management@michigan.gov)

Fax: (517) 241-7508

(21) If a low-income household has previously received SER assistance, ensure that the sum of the SER assistance payment and the MEAP assistance payment does not exceed the MEAP Energy Assistance Cap. Exceptions must be documented in the client file. If a low-income household has previously received MEAP assistance, ensure that the sum of the MEAP assistance payments does not exceed the MEAP energy assistance cap.

(22) Establish and implement quality control measures to ensure funds are used for the intended purpose. Quality control measures should be documented in the Grantee's work plan.

(23) Objectively evaluate the success of the program.

(24) Develop a customer satisfaction survey tool and utilize throughout grant term.

(25) The household does not have any temporary housing alternatives while the emergency is being resolved.

(27) Grantees are required to issue a 1099-Misc Form to each vendor (provider) who received \$600 or more in MEAP funds, see 'Specific Instructions.'

*State of Michigan's guide for 1099 Reporting:*

[http://inside.michigan.gov/SBO/financial\\_mgmt/Policies%20and%20Procedures/Financial%20Management%20Guide/Part V - Tax Reporting/Ch2/Chapter 2 Sec 100 1099 Reporting.pdf](http://inside.michigan.gov/SBO/financial_mgmt/Policies%20and%20Procedures/Financial%20Management%20Guide/Part_V_-_Tax_Reporting/Ch2/Chapter_2_Sec_100_1099_Reporting.pdf)

*The IRS Instructions for the 1099-MISC can be found here:*

<https://www.irs.gov/pub/irs-pdf/i1099misc.pdf>

## PART IV: PROJECT CONTROL AND REPORTS

### IV-A Project Control

The selected applicant will carry out the project under the review of the Grant Administrator. The Michigan Department of Licensing and Regulatory Affairs Grant Administrator shall have final authority over the Grant Agreement.

Along with continuous liaison with the selected applicant, the Grant Administrator will meet as needed with the selected applicant's contact person for the purpose of reviewing progress and providing necessary guidance to the selected applicant in solving problems that arise.

Prior to executing any changes to the scope of the project and/or budget, the selected applicant must inform the Grant Administrator in writing outlining the proposed changes. Changes to the Grant Agreement, including the budget, can only be made during the term of the grant.

### IV-B Monitoring and Reporting Program Performance

The selected applicant will be required to assume responsibility for monitoring and reporting. The selected applicant will monitor performance to assure that time schedules are met and projected work by time period is accomplished. If a required report's due date falls on a weekend or holiday, the report may be delivered the following business day. Selected applicant will be provided information regarding and access to a secure State data exchange gateway that must be utilized when electronically submitting required reports and requested client eligibility verification documentation.

<b>Reporting Schedule</b>		
<b>Report Due Date</b>	<b>Report Type</b>	<b>Period Covered</b>
November 30, 2016	Financial Status Report Households Served Data and Documentation	October 1 – October 31, 2016
December 29, 2016	Financial Status Report Households Served Data and Documentation	November 1 – November 30, 2016
January 31, 2017	Financial Status Report Households Served Data and Documentation	December 1 – December 31, 2016
February 28, 2017	Financial Status Report Households Served Data and Documentation	January 1 – January 31, 2017
February 28, 2017	Interim Project Status Report 1	October 1 – January 31, 2017
March 31, 2017	Financial Status Report Households Served Data and Documentation	February 1 – February 28, 2017
April 28, 2017	Financial Status Report Households Served Data and Documentation	March 1 – March 31, 2017
May 31, 2017	Financial Status Report Households Served Data and Documentation	April 1 – April 30, 2017
June 30, 2017	Financial Status Report Households Served Data and Documentation	May 1 – May 31, 2017

June 30, 2017	Interim Project Status Report 2	October 1 – May 31, 2017
July 31, 2017	Financial Status Report Households Served Data and Documentation	June 1 – June 30, 2017
August 31, 2017	Financial Status Report Households Served Data and Documentation	July 1 – July 31, 2017
September 29, 2017	Financial Status Report Households Served Data and Documentation	August 1 – August 31, 2017
October 15, 2017	Final Financial Status Report Households Served Data and Documentation	September 1 – September 30, 2017
October 15, 2017	Final Project Report	October 1, 2016– September 30, 2017

(1) **Monthly Financial Status Reports.** The selected applicant shall submit a signed and dated FSR to the Grant Administrator indicating the amount of funds expended in each line item category of the budget; a spreadsheet will be provided to track direct assistance related to TANF and non-TANF household. Monthly FSRs must include source documentation that supports all reported expenditures including, but not limited to, general ledgers, time sheets, payroll registers, invoices, check copies and bank statements, or cancelled checks. Expenses will be verified based on actual expenditures incurred within the grant period that are supported by source documentation, not budgeted amounts. Monthly FSRs will be completed on Form C-108, which will be provided to the grantee by the Grant Administrator.

(2) **Monthly Households Served Data and Documentation.** The selected applicant must submit the following:

- (a) A table (example below) that provides the number of “unduplicated” households served each month including the number of TANF<sup>1</sup> (Temporary Assistance for Needy Families) and non-TANF households served. Unduplicated household means each household served should be counted only once during the term of the grant, i.e., if a household is served in January and included in the January unduplicated households served numbers, it will not be counted again during the grant term.

Unduplicated Households Served			
Due Date	TANF	Non-TANF	Total
November 30, 2016 (Oct. 1 – Oct. 31, 2016)			
December 29, 2016 (Nov. 1 – Nov. 30, 2016)			
January 31, 2017 - (Dec. 1 – Dec. 31, 2016)			
February 28, 2017 (Jan. 1 – Jan. 31, 2017)			
March 31, 2017 – (Feb. 1 – Feb. 28, 2017)			
April 28, 2017 – (March 1 – March 31, 2017)			
May 31, 2017– (April 1 – April 30, 2017)			
June 30, 2017 – (May 1 – May 31, 2017)			
July 31, 2017 – (June 1 – June 30, 2017)			
August 31, 2017 – (July 1 – July 31, 2017)			
September 29, 2017 – (Aug. 1 – Aug. 31, 2017)			
October 15, 2017 – (Sept. 1 – Sept. 30, 2017)			

<sup>1</sup> TANF eligible clients are low-income households with: (a) a related child under age 18; (b) an unemancipated child, age 18 or under, who is a full-time high school student living with an adult caretaker; or (c) a pregnant woman living in the home.

- (b) A monthly list of all clients/households served during the reporting period. The list will include every client/household energy assistance payment as well as household demographic information made during the reporting period. Client/household lists will be submitted by selected applicants in an Excel spreadsheet that will be provided to selected applicants by the Grant Administrator.
- (c) Copies of eligibility verification documentation for clients/households randomly selected by grant staff. Selected applicant must submit a copy of the entire client file retained by the selected applicant that includes documentation that meets the requirements set forth in the MAE Manual.

Grant staff will review and perform an attribute-sampling of the monthly client lists, and request that the selected applicant provide client/household eligibility verification documentation collected during the reporting period.

(3) **Interim Project Status Reports.** The selected applicant must submit Interim Project Status Reports to the Grant Administrator no later than February 28, 2017 and June 30, 2017. The reports should include the following information at a minimum:

- (a) **Project Identification**  
Name of selected applicant, grant number and dates of current reporting period.
- (b) **Project Milestones**  
Percent (%) completion of the project objectives based on number of households served and amount of energy assistance funding spent.
- (c) **Project Progress**  
Brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period(s).
- (d) **Household Metrics**
  - (i) Total number of energy assistance payments.
  - (ii) Average household payment.
  - (iii) Number of households with earned income.
  - (iv) Number of unduplicated households receiving energy assistance.
  - (v) Number of unduplicated, TANF eligible households receiving energy assistance and amount of energy assistance provided.
  - (vi) Number of unduplicated, non-TANF eligible households receiving energy assistance and amount of energy assistance provided.

- (vii) Income levels of unduplicated households receiving energy assistance.

Poverty Level	Number of Unduplicated Households Receiving Assistance
Under 75%	0
75 - 100%	0
101 -125%	0
126 - 150%	0
Above 150%	0
<b>Total</b>	<b>0</b>

- (viii) Income levels of unduplicated households and the amount of energy assistance provided

Poverty Level	Total \$ Amount of Energy Assistance Provided
Under 75%	0
75 - 100%	0
101 -125%	0
126 - 150%	0
Above 150%	0
<b>Total</b>	<b>0</b>

\*If a household receives more than one assist then please provide the poverty level associated with the first assist.

- (ix) Number of unduplicated households that were denied energy assistance and income levels of those households.

Poverty Level	Number of Unduplicated Households Denied Energy Assistance
Under 75%	0
75 - 100%	0
101 - 125%	0
126 -150%	0
151 - 200%	0
Over 200%	0
<b>Total</b>	<b>0</b>

In regards to deliverable fuels, provide the number of households that were denied because their fuel level exceeded 25%.

- (x) Number of unduplicated households receiving energy assistance that contain at least one member age 60 or older.
- (xi) Number of unduplicated households receiving energy assistance that contain at least one member age two or younger.
- (xii) Number of unduplicated households receiving energy assistance that contain at least one member age three, four or five.

- (xiii) Number of unduplicated households receiving energy assistance that contain at least one disabled member.
- (xiv) Total number of energy assistance payments made and dollar amount of energy assistance payments by energy type.

Energy Type	Number of Energy Assistance Payments	Total \$ Amount of Energy Assistance Payments
Natural Gas	0	\$0
Propane/LP Gas	0	\$0
Fuel Oil	0	\$0
Coal	0	\$0
Non-Heat Electricity	0	\$0
Wood	0	\$0
Other	0	\$0
<b>Total</b>	<b>0</b>	<b>\$0</b>

- (xv) Total dollar amount of energy assistance payments made to energy providers and vendors.

Energy Provider	County	Number of Households Served	Total \$ Amount of Energy Assistance Payments
		0	\$0
<b>Total</b>		<b>0</b>	<b>\$0</b>

(xvi) Total dollar amount of energy assistance payments made to the unduplicated households by county.

County	Unduplicated Households Served	Total \$ Amount of Energy Assistance Payments	County	Unduplicated Households Served	Total \$ Amount of Energy Assistance Payments
Alcona	0	\$0	Lake	0	\$0
Alger	0	\$0	Lapeer	0	\$0
Allegan	0	\$0	Leelanau	0	\$0
Alpena	0	\$0	Lenawee	0	\$0
Antrim	0	\$0	Livingston	0	\$0
Arenac	0	\$0	Luce	0	\$0
Baraga	0	\$0	Mackinac	0	\$0
Barry	0	\$0	Macomb	0	\$0
Bay	0	\$0	Manistee	0	\$0
Benzie	0	\$0	Marquette	0	\$0
Berrien	0	\$0	Mason	0	\$0
Branch	0	\$0	Mecosta	0	\$0
Calhoun	0	\$0	Menominee	0	\$0
Cass	0	\$0	Midland	0	\$0
Charlevoix	0	\$0	Missaukee	0	\$0
Cheboygan	0	\$0	Monroe	0	\$0
Chippewa	0	\$0	Montcalm	0	\$0
Clare	0	\$0	Montmorency	0	\$0
Clinton	0	\$0	Muskegon	0	\$0
Crawford	0	\$0	Newaygo	0	\$0
Delta	0	\$0	Oakland	0	\$0
Dickinson	0	\$0	Oceana	0	\$0
Eaton	0	\$0	Ogemaw	0	\$0
Emmet	0	\$0	Ontonagon	0	\$0
Genesee	0	\$0	Osceola	0	\$0
Gladwin	0	\$0	Oscoda	0	\$0
Gogebic	0	\$0	Otsego	0	\$0
Grand Traverse	0	\$0	Ottawa	0	\$0
Gratiot	0	\$0	Presque Isle	0	\$0
Hillsdale	0	\$0	Roscommon	0	\$0
Houghton	0	\$0	Saginaw	0	\$0
Huron	0	\$0	Sanilac	0	\$0
Ingham	0	\$0	Schoolcraft	0	\$0
Ionia	0	\$0	Shiawassee	0	\$0
Iosco	0	\$0	St. Clair	0	\$0
Iron	0	\$0	St. Joseph	0	\$0
Isabella	0	\$0	Tuscola	0	\$0
Jackson	0	\$0	Van Buren	0	\$0
Kalamazoo	0	\$0	Washtenaw	0	\$0
Kalkaska	0	\$0	Wayne	0	\$0
Kent	0	\$0	Wexford	0	\$0
Keweenaw	0	\$0	<b>Total</b>	<b>0</b>	<b>\$0</b>

(xvii) Total dollar amount of energy assistance payments made to participating energy providers. Please attach a separate spreadsheet if additional space is needed.

Energy Provider	Number of Households Served	Total \$ Amount of Energy Assistance Payments
	0	\$0
	0	\$0
	0	\$0
	0	\$0
	0	\$0
	0	\$0
	0	\$0
	0	\$0
	0	\$0
<b>Total</b>	<b>0</b>	<b>\$0</b>

- (e) **Noteworthy Accomplishments**  
Identify and describe any milestones reached or noteworthy accomplishments completed during the period.
- (f) **Delays**  
Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
- (g) **Project Deviations**  
Statement concerning any significant deviation from the previously agreed-upon work plan developed in Part V: Information Required from Applicant.
- (h) **Attachments and Other Materials**  
Provide project materials developed and implemented during the reporting period (e.g. newspaper articles, newspaper advertisements, forms, brochures, announcements, studies, reports, analyses, audits, etc.).

(4) **Final Project Report.** The selected applicant must submit a draft of the final project report by October 15, 2017 for the period October 1, 2016 through September 30, 2017. After the Grant Administrator has determined the completeness and factual accuracy of the report, the selected applicant shall submit a final copy of the report to the Grant Administrator. The final project report shall include the following information at a minimum:

- (a) **Project Identification**  
Name of selected applicant, grant number, and dates of current reporting period.
- (b) **Project Milestones**  
Percent (%) completion of the project objectives based on number of households served and amount of direct assistance funding spent.

- (c) **Project Implementation**  
Outline of the work accomplished during the grant term.
- (d) **Program Metrics**
  - (i) Explain how the program has reduced the energy consumption of participating low-income households; include success metrics. Provide the number of unduplicated households, as well as the percentage of total unduplicated households reported, utilizing energy services to optimize energy savings. Explain how the program has encouraged and enabled households to reduce their home energy needs and thereby the need for future energy assistance.
  - (ii) Explain how the program has reduced the number of shut offs; include success metrics.
  - (iii) Meet the LIHEAP reporting requirements-a reporting form will be provided in the MEAP Manual:
    - Benefit Targeting Index for High Burden Households
    - Energy Burden Reduction Targeting Index for High Burden Households
    - Restoration of Home Energy Service
    - Prevention of Loss of Home Energy Service
  - (iv) For customers enrolled in utility affordable payment plans:
    - Provide the number of unduplicated households, as well as the percentage of total unduplicated households reported, that have made consecutive on-time payments.
    - Provide the number unduplicated households that were removed from the utility affordable payment plan.
    - Provide the number of unduplicated households that received energy assistance from another MEAP grantee or the State Emergency Relief (SER) program.
  - (v) Provide the number of households, as well as the percentage of total unduplicated households reported, that have received extensive wrap-around services as well as summary of the services offered by your agency.
  - (vi) Explain how your program assists clients with household budgeting. Provide the number of households, as well as the percentage of total unduplicated households reported, that have received assistance with household budgeting.

(vii) Please provide the following information regarding Restoration of Home Energy Services:

<i>Report all occurrences of LIHEAP Households that had:</i>	<i>All Occurrences</i>	<i>Electricity</i>	<i>Natural Gas</i>	<i>Fuel Oil</i>	<i>Propane</i>	<i>Other Fuels</i>
Energy Service Restored after disconnect						
Fuel delivered to a home that ran out of fuel						

(viii) Please provide the following information regarding Prevention of Loss of Home Energy Services.

<i>Report all occurrences of LIHEAP Households that had:</i>	<i>All Occurrences</i>	<i>Electricity</i>	<i>Natural Gas</i>	<i>Fuel Oil</i>	<i>Propane</i>	<i>Other Fuels</i>
Past due or disconnect notice						
Imminent risk of running out of fuel						

(e)

**Household Metrics**

- (i) Total number of energy assistance payments.
- (ii) Average household payment.
- (iii) Number of households with earned income.
- (iv) Number of unduplicated households receiving energy assistance.
- (v) Number of unduplicated, TANF eligible households receiving energy assistance and amount of energy assistance provided.
- (vi) Number of unduplicated, non-TANF eligible households receiving energy assistance and amount of energy assistance provided.

- (vii) Income levels of unduplicated households receiving energy assistance.

Poverty Level	Number of Unduplicated Households Receiving Assistance
Under 75%	0
75 - 100%	0
101 -125%	0
126 - 150%	0
Above 150%	0
<b>Total</b>	<b>0</b>

- (viii) Income levels of unduplicated households and the amount of energy assistance provided

Poverty Level	Total \$ Amount of Energy Assistance Provided
Under 75%	0
75 - 100%	0
101 -125%	0
126 - 150%	0
Above 150%	0
<b>Total</b>	<b>0</b>

\*If a household receives more than one assist then please provide the poverty level associated with the first assist.

- (ix) Number of unduplicated households that were denied energy assistance and income levels of those households.

Poverty Level	Number of Unduplicated Households Denied Energy Assistance
Under 75%	0
75 - 100%	0
101 - 125%	0
126 -150%	0
151 - 200%	0
Over 200%	0
<b>Total</b>	<b>0</b>

In regards to deliverable fuels, provide the number of households that were denied because their fuel level exceeded 25%.

- (x) Number of unduplicated households receiving energy assistance that contain at least one member age 60 or older.
- (xi) Number of unduplicated households receiving energy assistance that contain at least one member age two or younger.

- (xii) Number of unduplicated households receiving energy assistance that contain at least one member age three, four or five.
- (xiii) Number of unduplicated households receiving energy assistance that contain at least one disabled member.
- (xiv) Total number of energy assistance payments made and dollar amount of energy assistance payments by energy type.

<b>Energy Type</b>	<b>Number of Energy Assistance Payments</b>	<b>Total \$ Amount of Energy Assistance Payments</b>
Natural Gas	0	\$0
Propane/LP Gas	0	\$0
Fuel Oil	0	\$0
Coal	0	\$0
Non-Heat Electricity	0	\$0
Wood	0	\$0
Other	0	\$0
<b>Total</b>	<b>0</b>	<b>\$0</b>

- (xv) Total dollar amount of energy assistance payments made to energy providers and vendors within the selected applicant's geographic service area.

<b>Energy Provider</b>	<b>County</b>	<b>Number of Households Served</b>	<b>Total \$ Amount of Energy Assistance Payments</b>
		0	\$0
<b>Total</b>		<b>0</b>	<b>\$0</b>

(xvi) Total dollar amount of energy assistance payments made to the unduplicated households within the county.

County	Unduplicated Households Served	Total \$ Amount of Energy Assistance Payments	County	Unduplicated Households Served	Total \$ Amount of Energy Assistance Payments
Alcona	0	\$0	Lake	0	\$0
Alger	0	\$0	Lapeer	0	\$0
Allegan	0	\$0	Leelanau	0	\$0
Alpena	0	\$0	Lenawee	0	\$0
Antrim	0	\$0	Livingston	0	\$0
Arenac	0	\$0	Luce	0	\$0
Baraga	0	\$0	Mackinac	0	\$0
Barry	0	\$0	Macomb	0	\$0
Bay	0	\$0	Manistee	0	\$0
Benzie	0	\$0	Marquette	0	\$0
Berrien	0	\$0	Mason	0	\$0
Branch	0	\$0	Mecosta	0	\$0
Calhoun	0	\$0	Menominee	0	\$0
Cass	0	\$0	Midland	0	\$0
Charlevoix	0	\$0	Missaukee	0	\$0
Cheboygan	0	\$0	Monroe	0	\$0
Chippewa	0	\$0	Montcalm	0	\$0
Clare	0	\$0	Montmorency	0	\$0
Clinton	0	\$0	Muskegon	0	\$0
Crawford	0	\$0	Newaygo	0	\$0
Delta	0	\$0	Oakland	0	\$0
Dickinson	0	\$0	Oceana	0	\$0
Eaton	0	\$0	Ogemaw	0	\$0
Emmet	0	\$0	Ontonagon	0	\$0
Genesee	0	\$0	Osceola	0	\$0
Gladwin	0	\$0	Oscoda	0	\$0
Gogebic	0	\$0	Otsego	0	\$0
Grand Traverse	0	\$0	Ottawa	0	\$0
Gratiot	0	\$0	Presque Isle	0	\$0
Hillsdale	0	\$0	Roscommon	0	\$0
Houghton	0	\$0	Saginaw	0	\$0
Huron	0	\$0	Sanilac	0	\$0
Ingham	0	\$0	Schoolcraft	0	\$0
Ionia	0	\$0	Shiawassee	0	\$0
Iosco	0	\$0	St. Clair	0	\$0
Iron	0	\$0	St. Joseph	0	\$0
Isabella	0	\$0	Tuscola	0	\$0
Jackson	0	\$0	Van Buren	0	\$0
Kalamazoo	0	\$0	Washtenaw	0	\$0
Kalkaska	0	\$0	Wayne	0	\$0
Kent	0	\$0	Wexford	0	\$0
Keweenaw	0	\$0	<b>Total</b>	<b>0</b>	<b>\$0</b>

(xvii) Total dollar amount of energy assistance payments made to energy providers. Please attach a separate spreadsheet if additional space is needed.

<b>Energy Provider</b>	<b>Number of Households Served</b>	<b>Total \$ Amount of Energy Assistance Payments</b>
	0	\$0
	0	\$0
	0	\$0
	0	\$0
	0	\$0
	0	\$0
	0	\$0
	0	\$0
	0	\$0
<b>Total</b>	<b>0</b>	<b>\$0</b>

- (f) **Noteworthy Accomplishments**  
Accomplishments and problems experienced while carrying out project activities.
- (g) **Coordinated Efforts**  
Coordinated efforts with other organizations to complete the project.
- (h) **Project Impacts**  
Impacts, anticipated and unanticipated, experienced as a result of project implementation.
- (i) **Next Steps**  
Experience in applying the project products and anticipated “next steps.”
- (j) **Financial Summary**  
Summary of financial expenditures of grant funds; include the basis or reason for any discrepancies.
- (k) **Evaluation**  
Evaluate the success of the program. The program should be evaluated against the selected applicant’s work plan and objectives. Selected applicant should provide an honest and objective assessment of the successes and failures of the project. The evaluation should have both quantitative and qualitative components. Provide the results from your customer satisfaction survey.
- (l) **Attachments and Other Materials**  
Provide project materials developed and implemented that were not provided in project status reports (e.g. newspaper articles, newspaper advertisements, forms, brochures, announcements, studies, reports, analyses, audits, etc.).

(5) **Final Financial Status Report (FSR).** The selected applicant must submit a signed and dated final FSR to the Grant Administrator indicating the amount of funds expended in each line item category of the budget by October 15, 2017 for the period October 1, 2016 through September 30, 2017. The Final FSR must include source documentation that supports all reported expenditures including, but not limited to, general ledgers, time sheets, payroll registers, invoices, check copies and bank statements, or cancelled checks. Expenses will be verified based on actual expenditures incurred within the grant period that are supported by source documentation, not budgeted amounts. The Final FSR will be completed on Form C-108; a spreadsheet will be provided to track direct assistance related to TANF and non-TANF households.

## **PART V: INFORMATION REQUIRED FROM APPLICANT**

Applicants must submit one proposal that encompasses the work to be performed during the grant year. Grant proposals must be typed in 12 point, Times New Roman font with no more than 60 numbered, double-spaced pages. The page count does not include attachments. Electronically submitted proposals must have a scanned signature or e-signature and cannot exceed 15 MB.

Applicant must provide responses to each section below. Please follow the format identified by stating the section number and title followed by the response. Be as descriptive as possible and answer each question in its entirety; some questions have multiple components. Questions that do not apply should be answered "NA."

### **V-A Identification of Organization**

State the full name and address of the organization, the organization's federal identification number, and the organization's telephone and fax numbers.

### **V-B Authorized Negotiator**

State the name of one (1) contact person and his/her telephone number, fax number, and electronic mail address. The contact person must be authorized to be the negotiator for the proposed Grant Agreement with the State.

### **V-C Method for Addressing the Problem**

State in succinct terms the applicant's proposed method for addressing the problem presented in Section III-B, Problem Statement. Describe any significant obstacles the applicant has had meeting the needs of low-income households while providing energy assistance.

### **V-D Management Summary**

(1) Describe management procedures that will be used by the organization to complete the proposed project.

(2) Provide the date that you anticipate that your program will begin to serve low-income households with energy assistance. Describe the measures that will be taken to ensure that selected applicant will be prepared to handle additional client services and distribution activity. Include details on process improvements and staff additions that will be implemented to strengthen selected applicant's administrative and program structures.

(3) Provide the hours of operation for each grantee site. Provide the hours and days of the week that your agency will accept MEAP applications in-person and online.

(4) Explain how staff will be trained to handle additional distribution activity and how staff will be monitored.

(4) Describe the organization's quality control measures.

(5) Describe the organization's internal control over accounting, identify the type of accounting system/software the organization will use to account for grant funds, and indicate whether internal and external audits of the organization's operations are performed on an annual basis.

(6) Selected applicant must provide fiscal control and financial accounting procedures that will assure that grant funds will be accounted for and properly dispersed in a way that will allow the Issuing Office to clearly review and verify all grant related expenditures. Describe how the organization will account for grant funds, i.e., will grant funds be placed in a separate bank account, will the grant funds be assigned a unique code(s) within the organization's overall accounting system.

(7) Describe your agency's data security plan.

## **V-E Work Plan**

(1) For the grant year (October 1, 2016 through September 30, 2017), provide a clear and detailed work plan for providing energy assistance to low-income households. The plan should include the following components at a minimum:

- (a) Identify objectives and milestones for the proposed project.
- (b) Indicate the type of utility or deliverable fuel services that are eligible for the project (e.g. electric, natural gas, propane, corn, wood pellets, etc.).
- (c) Explain the services that will be provided through the energy assistance program and how the services enable low-income households to become or move toward becoming self-sufficient. Provide a detailed description of each component of the program.
- (d) Describe any partnerships you may have established or will establish to assist and encourage clients to enroll and participate in utility affordable payment plans or plans to use grant funds to enroll clients in utility affordable payment plans.
- (e) Describe in detail how applications will be taken and the steps that will be taken to ensure that the required low-income household information is collected, documented and retained in the client file. Provide a copy of the client intake form utilized by selected applicant and any other documentation that will be utilized during the intake process.
- (f) Provide a detailed explanation of how grantee will ensure that all household PII and PHI collected, used, processed, stored or generated during the client intake process will be secured and maintained in a secure manner in compliance with Section II-Y, Confidentiality.
- (g) Describe how low-income household eligibility will be determined and verified. Low-Income household verification must be consistent with state and federal law. See Attachment A for the 2016 Household Eligibility

Verification Guidelines. Selected applicant will receive the 2017 Household Eligibility Verification Guidelines from the Grant Administrator.

- (h) Provide selected applicant's household income eligibility limit in terms of percentage of poverty. Include how many times a household may receive energy assistance during a grant term, and any extenuating circumstances that are considered when processing applications.
- (i) The general cap for MEAP up to \$3,000 during the grant period; any SER energy assistance payments should be counted towards to the MEAP cap. Assistance payments beyond \$3,000 must be pre-approved by the Grant Administrator. Explain how your agency will apply the MEAP cap towards individual energy assistance payments and, if applicable, arrearage payments.
- (j) Estimate the number of eligible low-income households that will be served.
- (k) Provide an estimated average payment per household.
- (l) Provide the geographic area of the State that will be covered. Include counties that will be served, service locations and addresses within each county, staffing levels, hours of operation, and contact information.
- (m) Provide the names of the participating electric utilities that provide service within the proposed geographic area, the estimated number of households to be served within each provider's service territory, and the estimated dollar amount of grant funds that will be spent.
- (n) Provide the names of the non-participating electric utilities that provide service within the proposed geographic area, the estimated number of households to be served within each provider's service territory and the estimated dollar amount of grant funds that will be spent.
- (o) Provide the estimated number of households that use natural gas, propane, heating fuel and other heating sources within the proposed geographic area, and the estimated dollar amount of grant funds that will be spent.
- (p) Explain how payments will be made on behalf of the household. Identify the average application-to-payment time (i.e. how long it takes for payments to be processed after the application is started). Payments must be in the form of a voucher or direct payment to the utility provider, cooperative, or distributor of deliverable fuel.

(2) Explain the steps that will be taken by selected applicant to ensure that MEAP funds are not used to pay late payment fees assessed by regulated utilities and included on clients' monthly heating bills in compliance with R460.122(2) of the Michigan Administrative Rules. R460.122(2) states, "[a] utility shall not assess a late payment charge against a customer whose payments are made by the department of human services or who is participating in a shut off protection program. . . ."

(3) Explain the steps that will be taken by selected applicant to ensure that MEAP funds are not used to pay for unregulated service charges, such as appliance repair or appliance protection programs that may be included in a utility's monthly electric or gas service bill, in compliance with R460.125 of the Michigan Administrative Rules. R460.125 states, "[a] utility may include charges for unregulated services, such as appliance repair or appliance protection programs, together with charges for gas and electric service on the same monthly bill if the charges for the unregulated services are designated clearly and separately from the charges for the gas or electric service and it is noted that it is an unregulated service. Failure to pay for unregulated service charges may result in the termination of that service but not the termination [or shut off] of the gas or electric service.

(4) Explain how this plan will be coordinated with other services offered by the applicant.

(5) Describe the outreach plan for promoting and disseminating energy related assistance program information to eligible low-income households, especially households with elderly individuals or disabled individuals, or both, and households with high home energy burdens.

(6) Explain how the applicant coordinates with other agencies that provide weatherization and education focused on reducing energy consumption. Provide an estimate regarding the percentage of households that will be referred to other agencies that provide weatherization and education focused on reducing energy consumption.

(7) Provide information on programs currently administered by applicant that create opportunities for low-income customers to work toward self-sufficiency; include details on funding sources and matching dollars.

(8) Provide a timeline for completing the planned activities and tasks for the proposed project during the grant period. Selected applicant assumes the responsibility for ensuring the grant project is performed within the established timeline. A month-by-month format shall include at a minimum:

- (a) The estimated number of households to be served.
- (b) The estimated amount of funds to be spent for each household.
- (c) The required dates for all reports due to the Issuing Office

(9) Describe how the low-income energy assistance program will be evaluated internally by your agency. The program should be evaluated against the work plan developed above and the objectives, tasks, and requirements outlined throughout the RFP. The applicant should develop a clear and concise evaluation plan that will provide for an honest and objective assessment of the successes and failures of the project. The evaluation should have both quantitative and qualitative components.

(10) Describe how you will coordinate availability of this low-income energy assistance program with other program services currently provided by the selected applicant. Explain measures that will be taken if/ when you exhaust funding to ensure that clients are referred to other MEAP agencies in a timely manner.

## **V-F Current and Prior Experience and Funding Disclosure**

Current and prior experience in administering energy assistance programs for low-income households is important to the selection process. Proposals submitted should include:

- (1) A description of the organization's experience in conducting the type of work proposed. Include current activities and activities for the previous three (3) years. Include project results.
- (2) If applicant received a similar grant award from the State of Michigan in prior years for the type of project proposed, provide a summary of project accomplishments, including number of households served, noteworthy accomplishments, and problems encountered while carrying out grant responsibilities. Include a plan for addressing and resolving past problems.
- (3) Current funding source(s) and the level of funding for the current year and the previous three (3) years.
- (4) Selected applicant must provide a copy of the organization's most recent audited financial statement.

## **V-G Personnel**

Selected applicant must be able to staff a project team that clearly possesses skill and experience in providing energy assistance to low-income households. In the narrative, identify the authorized contact person and key personnel to be involved with this project by name and title and provide a brief summary of their experience, qualifications, and the work to be performed.

If other organizations will be playing a role in the proposed project, provide sufficient background information that will give the Issuing Office a reasonable understanding of each organization's qualifications.

Include a detailed organizational chart including names and titles of all individuals that will contribute to the project.

Personnel involved in providing energy assistance to low-income households will have access to Sensitive Personal Information; selected applicant shall employ a data security plan to protect this information. Selected applicant shall have each employee and volunteer, involved in collecting, handling or analyzing Sensitive Personal Information, sign an agreement stating that they agree to follow your agency's confidentiality and security standards. Include a list of personnel and the date that the confidentiality agreement was signed.

## **V-H Budget**

To enable the Issuing Office to evaluate all project costs, applicants shall submit a proposed budget and corresponding budget narrative for the grant year. The budget must follow the format outlined in Attachment D. Include only MEAP grant funds in the budget; do not include matching, leveraged, cost share or any other type of supplemental funds. The budget

narrative must identify the budget line item and number, provide a detailed description for each line, and include individual unit prices.

Selected applicant will be required to provide supporting documentation for all grant expenditures incurred during the term of the grant. Accounting records must be supported by source documentation including, but not limited to, general ledgers, time sheets, payroll registers, invoices, check copies and bank statements, or cancelled checks. Expenses will be verified based on actual expenditures incurred within the grant period that are supported by source documentation, not budgeted amounts.

(1) **Budget Changes** – Any changes to the budget must be pre-approved by the Grant Administrator. Changes in the budget of less than 5% of the total line item amount do not require a formal amendment; however, a revised budget should be submitted to the Grant Administrator for approval. The allowable transfer should be calculated as less than 5% of the total line item that the funds are being transferred from.

Changes in the budget equal to or greater than 5% of the total line item amount may be permitted only upon prior review and written approval by the Grant Administrator and LARA. A formal grant amendment must be signed by both the grantor and grantee.

(2) **Disallowed Costs** – disallowed costs include but are not limited to the following: sick pay, vacation pay, holiday pay, bonuses, overtime, tuition reimbursement/remission, vehicle allowance, seminars, conferences, meetings, subscriptions, dues, and memberships.

(3) **Administrative Costs** – administrative costs cover expenses related to general administrative functions and coordination of functions and oversight related to MEAP administrative functions. Administrative costs should include costs of goods and services required for administrative functions of the program; travel costs incurred for official business in carrying out administrative activities or the overall management of the MEAP; costs of information systems related to administrative functions; and contractual services related to sub-recipients or vendors that are solely for the performance of administrative functions. **Total administrative and indirect costs included in the budget may not exceed 8% of the total grant award.**

(4) **Energy Assistance Program Costs** – energy assistance program costs cover expenses directly related to the delivery of energy assistance under the Michigan Energy Assistance Program. Energy assistance means a program to assist eligible low-income households in meeting their home energy costs for the primary residence through payment or partial payment of bills for one or more of the following: electricity, natural gas, propane, heating oil, or any other deliverable fuel used to provide heat.

Energy assistance must include services that will enable participants to become or move toward becoming self-sufficient, including energy efficiency and financial management training and referrals to other services as well as assisting participants in paying their energy bills on time. Grantees must provide services to 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 (providers).

Self-sufficiency services should be included as separate items within either the EAP Contractual or EAP Personnel section of the budget. Self-sufficiency services include activities that

contribute towards reducing household energy need and enabling energy security. Allowable self-sufficiency expenditures include needs assessment counseling, staff time used for referrals to additional programs that may aid in self-sufficiency, as well as assisting households to enroll in utility type affordable payment plans or other payment arrangements. Examples of expenditures that are not self-sufficiency expenditures include heat or crisis benefits, energy conservation supplies or products or weatherization or home repairs.

Only intake staff and individuals that work directly with low-income households may be placed under the Energy Assistance Program Costs budget category. **Total direct program costs included in the budget must be at least 92% of the total grant award.**

(5) **Budget Requirements** – the proposed budget shall display three (3) headings identified as the: Line Item, Budget Category, and Total. The budget line items that need to be included, at a minimum, are listed below. The budget should reflect the best estimate of actual costs using whole numbers. Please refrain from using decimals or formulas. Refer to the budget example provided in Attachment D.

(a) **Personnel**

(i) *Salary* – in the budget, include the name and job title for each staff position to be paid for by the grant. Time sheets and payroll registers must be submitted for each staff position, and hours worked must be grant related.

(ii) *Fringe Benefits* – fringe benefits may not exceed 35% of each employee's salary. Fringe benefits will be reimbursed based on actual expenditures per employee up to 35%, not on budgeted amounts. Allowable benefits include: health, dental, and optical insurance, employer-paid Social Security and Medicare tax, Michigan and Federal unemployment tax, and other miscellaneous fringe benefits (life insurance, long- and short-term disability insurance, worker's compensation, and retirement program contributions up to 4%). Applicants must provide details on the organization's method of calculating fringe benefit expenses that will be charged to the grant including whether fringe benefits are calculated on an annualized basis or based on the length of the grant term.

The budget narrative must include the number of weeks the individual will work on the grant; number of hours per week a full time employee of the organization is expected to work; a description of the work to be performed by each individual; the estimated hours to be worked; actual pay rate; the fringe benefit percentage being charged to the grant for each employee; the percentage of the employee's time allocated to the grant; whether each employee is salaried-exempt, salaried-non-exempt or hourly; and any other applicable information related to the individual's duties and responsibilities in connection with this grant.

Individuals that are not on selected applicant's payroll, e.g., independent contractors, individuals receiving a Form 1099, temporary workers, etc., must be placed under the **Contractual Services** budget category. **Only employees on the selected applicant's payroll should be included in the Personnel budget category.**

(b) **Supplies, Materials, & Equipment** – specify item(s) and cost. The budget narrative should include the anticipated cost of each item, a detailed explanation of the item's purpose, and how it relates to the project being funded. Be as detailed as possible.

(c) **Contractual Services** – these services must be competitively bid.

Individuals that are not on selected applicant's payroll, e.g., independent contractors, individuals receiving a Form 1099, temporary workers, etc., must be placed under **Contractual Services**. When competitive selection is not feasible or practical, the selected applicant agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Selected applicant must provide a copy of contracts, memoranda of understanding or agreements signed by selected applicant and contractors.

Selected applicant assumes responsibility to select subcontractors on a competitive basis. A minimum of three (3) bids must be solicited and proposals must include, at a minimum: (1) name of selected applicant, grant number, and grant period; and (2) the type, number, and description of projects as described in the proposal.

Selected applicant must provide the Grant Administrator with the solicitation, list of vendor responses (including amounts), and name of the selected vendor. Selected applicant must maintain bids on file at their place of business according to Section II-B, Records Maintenance, Inspection, Examination, Audit and Monitoring. The Grant Administrator will reserve the right to request a copy of all bids for services that are competitively bid.

Selected applicant must award the project to the lowest bid unless the Grant Administrator has given prior written approval for selection of a higher bid. Selected applicant must provide a written justification for the selection of a higher bid. When awarding subcontracts, the selected applicant must ensure that preference is given to products manufactured in or services offered by Michigan-based firms.

(d) **Travel** – in the budget include the name, job title and official workstation for each staff member that will be traveling. Selected applicant must follow the State of Michigan Standardized Travel Regulations ([www.michigan.gov/dtmb/0,5552,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html)).

The State will reimburse for mileage, lodging, and meals, refer to the current State travel rates. Meals and lodging must be supported by itemized, legible receipts and reasons for travel. Itemized meal receipts must include a list of each item purchased; receipts for payments made by credit card that are not itemized will not be accepted. Mileage **must** be supported by travel log(s) with beginning and ending addresses, mileage total, and reason for travel. Grantees will be provided a travel log example. Out-of-state travel must be directly related to the grant project and approved by the Grant Administrator prior to travel. Travel expenses listed in the travel budget category are strictly for individuals listed on the budget under Personnel. Per Diem payments and alcoholic beverage reimbursements are not allowed.

(e) **Other Expenses** – this category is solely for use by organizations charging a per-case fee for work performed by subunits or internal agencies within the organization that do not require a competitive bid, i.e. contract, memorandum of understanding or any other type of signed agreement.

(f) **Energy Assistance Program Costs** – at a minimum indicate the approximate number of households to be assisted and the estimated average payment. The budget category is solely for costs incurred for delivery of energy assistance program services as set forth in Section V-H(4).

(g) **Indirect Costs** – indirect costs are costs not directly or specifically related to the grant program. Indirect costs are costs of administering the organization and must be spread over a number of products, services, or grant programs proportionately. Examples include office supplies and equipment, utilities, rent, maintenance and repair, insurance, accounting and bookkeeping services, and legal services. Non-cash expenses like depreciation, amortization, and depletion are not allowable indirect costs under this grant.

Selected applicant will be reimbursed for its proportional share of indirect costs. This means the MAE should be allocated a portion of the selected applicant's indirect costs and **not** 100% of the organization's total indirect cost.

Indirect costs should be displayed on the face of the budget on a single line item and the indirect rate should be rounded to six (6) decimal places. The budget narrative should contain a list of indirect costs, how the selected applicant determined its indirect costs, and the percentage rate calculation for reimbursable indirect costs. Selected applicant is not required to provide documentation supporting indirect costs; however, documentation verifying the costs must be retained by the selected applicant.

(6) To ensure efficient review and approval of grant expenditures, selected applicant will be provided additional guidelines to assist with calculating and determining accurate and appropriate grant expenditures.

(7) Each budget category should have a subtotal displaying the total anticipated amount to be expended, and the budget should include a subtotal for total direct project costs and a sum of total project costs.

(8) After grants are approved by the MAE, modifications of proposals and budgets may be necessary. If the MAE does not approve the total amount requested in the original proposal, selected applicant will be required to submit a revised proposal, budget and budget narrative for the purpose of entering into a Grant Agreement. New line items to the revised budget are not allowed.

(9) Selected applicant assumes the responsibility of ensuring all unexpended grant funds are returned to the State of Michigan at the end of the grant period. Failure to do so may render selected applicant ineligible for future grant awards and/or subject to legal action.

(10) Selected applicant may not commingle grant award funds with current or future grant awards. All funding sources must be managed and accounted for separately.

(11) Selected applicant must adhere to the policies and procedures set forth by MAE, with regard to energy assistance underpayments, overpayments and refunds. Selected applicant will receive a copy of the policy from the Grant Administrator.

## **V-I Additional Information and Comments**

Include in this section any other information that is believed to be pertinent but not specifically requested elsewhere in this RFP.

**V-J Certification of Proposal**

Please sign the proposal and include the following language:

I certify that all information contained in the proposal is true to the best of my knowledge and belief, and that the organization is in compliance and agreement with all sections of the Request for Proposal. Failure to comply with grant terms may result in termination.

Certified by: \_\_\_\_\_  
Authorized Signatory and Title  
Name of Organization

## **PART VI: EVALUATION AND SELECTION CRITERIA**

All proposals received shall be subject to an evaluation by the MAE and DHHS. The evaluation will be conducted to select organizations to perform the proposed grant project within the established timeline.

All proposals will receive an initial screening to ensure that the eligibility criteria are met. Proposals failing to meet the eligibility requirements described in Section I-B will be rejected automatically.

Proposals meeting the eligibility requirements will be evaluated based on the following factors:

1. Experience and Financial Stability of the Organization (20 points)
2. Management Summary (30 points):
3. Work Plan (40 points):
4. Budget and Budget Narrative (10 points):

A total of 100 points is possible.

# ATTACHMENT A

	<b>Michigan Energy Assistance Program</b>		
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	<b>2016 Household Eligibility Verification Guidelines</b>		

**A. PURPOSE**

To provide household eligibility verification guidelines for the Michigan Energy Assistance Program (MEAP) Grant funded by the Low-Income Energy Assistance Fund (LIEAF) and the Low-Income Home Energy Assistance Program (LIHEAP).

**B. POLICY**

Grantees, subcontractors, partners, agents and any other agencies distributing MEAP Grant funds (hereafter referred to as “agency” or “agencies”) must comply with the following guidelines when determining the eligibility of households applying for MEAP assistance. Additional guidelines are available in the [SER Manual](#).

1. The agency cannot require that a household be denied assistance by the DHHS local office or any other service provider as a condition of eligibility. A shut off notice is not required to be eligible for energy assistance.

2. It is anticipated that eligible low-income households will work with a single energy assistance provider throughout the entire heating season. This, however, does not prevent energy assistance providers from working together to resolve a low-income household’s crisis/emergency. Any payment made on behalf of an energy customer must resolve the crisis/emergency for at least 30 days.

3. “Crisis” means one of the following: 1) an individual or recipient has received a past due notice on an energy bill for his or her household (a shut off or disconnect notice is not required); 2) a residential fuel tank is estimated to contain not more than 25% of its heating fuel capacity; 3) a stated need for deliverable fuel or a nontraditional fuel source in which there is no meter or regular energy bill provided; or 4) a notice that the balance in a prepayment account is below a minimum amount.

4. “Crisis season” refers to the period from November 1 through May 31 each year. Not more than 30% of the funds awarded for energy assistance programs shall be spent on home energy costs accrued outside the “crisis season.”

5. “Eligible low-income household” means a household with an income of not more than 150% of the federal poverty guidelines.

6. “Federal poverty guidelines” means the poverty guidelines published annually in the federal register by the United States Department of Health and Human Services under its authority to revise the poverty line under section 673(2) of subtitle B of title VI of the Omnibus Budget Reconciliation Act of 1981, 42 USC 9902. See page 6 for Federal Poverty Guidelines.

7. If a household has previously received SER assistance, the agency must ensure that the sum of the SER payment and the MEAP assistance payment does not exceed any MEAP energy assistance cap imposed by the agency. Exceptions must be documented in the client file.

8. The agency should ensure that households applying for assistance between January 1 and September 30 have applied for the Home Heating Credit.

9. For energy provider-sponsored programs the MEAP Application must be in the account holder’s name. If the account holder is not available at the time the application is completed, the applicant must obtain the signature of the account holder and return the application before enrollment in the energy provider-sponsored program is finalized.

**2016 Household Eligibility Verification Guidelines****10. Energy Assistance Underpayments, Overpayments and Refunds**

a. The agency is responsible for correcting and resolving any overpayments or underpayments made in error to an energy provider or vendor on behalf of a low-income household regardless of when the error occurred or is discovered.

b. In the event of an underpayment, it is the responsibility of the agency to determine the amount and authorize a supplemental payment that will resolve the underpayment. The agency must provide the Michigan Agency for Energy (MAE) with supporting documentation that verifies all supplemental payments made to energy providers and vendors to resolve underpayments.

c. In the event of an overpayment, it is the responsibility of the agency to determine the amount and request that the energy provider or vendor return any overpayment to the agency. The agency must provide the MAE with supporting documentation that verifies all overpayment refunds received from energy providers and vendors.

d. If an energy provider or vendor refunds an energy assistance payment to an agency during the grant term, the refund may be used to serve additional eligible households during the grant term. However, if an energy provider or vendor refunds an energy assistance payment to an agency after the grant term has ended, the refund must be returned to the State of Michigan. Monies refunded after the grant term has ended cannot be used to provide services to additional eligible households. Any and all refunds received after the end date of the grant term must be returned to the State of Michigan.

**11. Standard of Promptness**

The standard of promptness is 10 **business** days, beginning with the date the signed application is received by the MEAP agency. The client file must include documentation for any delay in processing the application beyond the standard of promptness.

- Do not use the standard of promptness as a basis for denial of MEAP applications.
- Continue to pend an application if the household is cooperating within their ability to provide verification.
- Deny the application if the household does not cooperate.

**12. Notice of Eligibility**

A notice of eligibility **must** be sent to all MEAP applicants notifying whether the application was approved or denied. If the application is approved the notice should include any contributions the households must make to resolve the emergency. If the application is denied, the notice should include the reason for denial. All eligibility notices must include information on how to request a review of the denial.

**C. HOUSEHOLD COMPOSITION**

Determine eligibility for the household as a whole. Households are the basic unit of eligibility. Verify income, assets and potential resources of all household members. A single household consists of persons who occupy the same home. Home means the place where the members of the household keep

**2016 Household Eligibility Verification Guidelines**

their personal belongings and sleep. A home may be an apartment, a house, a mobile home, or a rented room. Consider a homeless family or group of individuals as a single household if they previously lived together in the same home and plan to do so again when they find permanent housing.

**1. Included Household Members**

- Adults and dependent children who normally live together are in the same household.
- Persons temporarily absent due to illness or employment are also in the same household.

NOTE: Household members who are absent from the home for 90 consecutive days or more are not counted as part of the household.

**2. Excluded Household Members**

Do not include the following persons in the household.

- Visitors in the home who do not normally live with the household.
- Renters who live with the MEAP household, provided a fair market rental rate is paid. Include the rental income in determining the household's eligibility.
- The household's landlord, provided the household pays fair market rent to live in the home.

See the most current Fair Market Rents online at <http://www.huduser.org/portal/datascts/fmr.html>

Verify the household's payment of fair market rent by: cancelled checks, money order carbons, or landlord's federal or state tax return showing rental income.

**D. IDENTITY VERIFICATION**

The agency must verify the identity of the applicant. The following are examples of acceptable documents for verifying identity:

- Driver's license. Include a copy of the back of the driver's license if an address change has been processed.
- State-issued identification.
- School-issued identification.
- Document indicating a client's receipt of benefits under a program which requires verification of identity (Supplemental Security Income, Retirement Survivor's Disability Insurance).
- Identification for health benefits.
- Voter registration card.
- Birth certificate/record.
- U.S. military card or draft record.
- U.S. passport.

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- Certificate of Naturalization (Department of Homeland Security (DHS) forms N-550 or N-570).
- Certificate of U.S. citizenship (DHS forms N-560 or N-561).
- Military dependent's identification card.
- Certificate of Degree of Indian Blood, or other U.S. American Indian/Alaska native tribal document.
- U.S. Coast Guard Merchant Mariner card.

**E. ELIGIBILITY REQUIREMENTS****1. Social Security Number Requirements**

As a condition of eligibility, households must:

- Provide the Social Security Number (SSN) for **all** members of the household.

**NOTE: Must retain a copy of the Social Security card for the applicant only. Do not black out any portion of the Social Security number.**

- Cooperate in obtaining an SSN.
  - ❖ Clients that do not have a Social Security card should be provided information on how to apply for an SSN (<http://www.ssa.gov/ssnumber/>) and, if necessary, the client should be provided a Social Security Administration, Application for a Social Security Card (form SS-5).
- The requirement to cooperate in obtaining an SSN is met by any of the following:
  - ❖ Completion of an SS-5, Application for a Social Security Card, and providing proof of application from the Social Security Administration (SSA).
  - ❖ A newborn is assigned an SSN via the Enumeration at Birth process, and the parent provides any of the following documents:
    - SSA-2853, Information About When You Will Receive Your Baby's Social Security Card.
    - A copy of a signed State of Michigan Certificate of Live Birth indicating that a Social Security card was requested.
    - A modified birth document, indicating a Social Security card was requested.

Applicants that provide proof of application for an SSN must be informed that they must report the SSN upon receipt. Failure to report the SSN within six months of receipt results in an overpayment.

**2. Residence and Citizenship**

Presence in Michigan, not permanent residence, is required for MEAP eligibility.

**2016 Household Eligibility Verification Guidelines****3. Citizenship/Alien Status**

A person must be a U.S. citizen or a qualified alien to be eligible.

- Qualified alien means an alien who is one of the following:
  - ❖ Amerasian.
  - ❖ Lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
  - ❖ Granted asylum under section 208 of the INA.
  - ❖ A refugee who is admitted to the U.S. under section 207 of the INA.
  - ❖ Paroled into the U.S. under section 212(d)(5) of the INA for a period of at least one year.
  - ❖ An alien whose deportation is being withheld under section 241(b)(3) or 243(h) of the INA.
  - ❖ Granted conditional entry pursuant to section 203(a)(7) of the INA.
  - ❖ A Cuban/Haitian entrant.
  - ❖ An alien who has been battered or subjected to extreme cruelty in the U.S. by a U.S. citizen or legal permanent resident spouse or parent, or by a member of the spouse or parent's family living in the same household, or is the parent or child of a battered person.
  - ❖ Nonimmigrant (student).

**4. Households with Undocumented Alien(s)**

- Undocumented aliens are not eligible, **but their presence does not disqualify the household.** The following applies to all households containing one or more undocumented aliens:
  - ❖ Any member of the household may apply.
  - ❖ Include all household members for purposes of determining eligibility for MEAP.
  - ❖ Include the income of all household members.
- **Prorate the benefit for the U.S. citizens and legal aliens only.** To determine the prorated payment:
  - ❖ Count the income of all household members, including the undocumented alien(s).
  - ❖ Include all household members when determining required payments, affordability and other eligibility requirements.
  - ❖ The portion of the final MEAP payment is prorated to remove the undocumented aliens' share. That share is the prorated amount that the households must pay toward the cost of service.

**Note:** Households must meet all other eligibility requirements.

**2016 Household Eligibility Verification Guidelines**

**5. Potential Resources**

All the adults in the household must agree to take actions within their ability to make potential resources available. Potential resource means an asset or income that may be available to a client if action is taken to make this available. Do not require the household to apply for loans, including home equity loans from financial institutions or individuals.

Pursuing a potential resource increases the household's ability to resolve their emergency with the additional income or asset. Potential resources include, but are not limited to, the following:

- Program benefits under Family Independence Program (FIP), State Disability Assistance (SDA), Refugee Assistance Program (RAP), Child Development & Care (CDC), Supplemental Security Income (SSI), Retirement Survivor's Disability Insurance (RSDI); settlements of lawsuits or insurance claims; unemployment insurance benefits and other employment-related benefits if there is the potential of benefits. Do not delay approval of the assist while the household applies for other benefits. An agreement to apply is sufficient.
- Poverty exemption from property taxes if the household is applying for home ownership services for taxes. Local taxing authorities (not the county treasurer) establish their own criteria for granting tax exemption. Generally, a request for exemption is filed after January 1 but before the last day of the board of review. The agency should not require a client to pursue this benefit at a time when requests are not being taken.
- Home heating credit.
- Assets to be received in the future, such as tax refunds and money owed to the household.
- Goods or services which the household can obtain by requesting them. Examples include home repair and weatherization services provided by a government or non-profit agency.

**6. Income Eligibility Determination**

A household is income eligible with an income of not more than 150% of the federal poverty guidelines. The following 2015 Federal Poverty Guidelines for **monthly income** will be in effect for the entire 2016 MEAP grant year:

<b>Number of Household Members</b>	<b>150% Federal Poverty Level</b>
1	1,471.25
2	1,991.25
3	2,511.25
4	3,031.25
5	3,551.25
6	4,071.25
7	4,591.25
8	5,111.25
<b>For each additional household member add:</b>	520.00

**2016 Household Eligibility Verification Guidelines**

A household does **not** have to be denied SER assistance by a DHHS office in order to be eligible for MEAP assistance. Agencies **cannot** require documentation of a denial of assistance from a DHHS office or any other service agency as a condition of eligibility.

Agencies may use MEAP funds to assist eligible households that have been denied SER benefits by DHHS.

**7. Re-Verification of Eligibility**

Household eligibility must be re-verified each time energy assistance is requested, or if a change in the household is reported. Household changes include but are not limited to the following: change of address, income, or household composition.

**F. INCOME GUIDELINES**

Household income refers to total cash receipts before taxes from all sources and for all household members.

**1. Countable Earned Income**

- Earnings from work as an employee (wages, salary, college work-study, commissions, tips).
- Earnings from self-employment (receipts from an individual's own business or from an owned or rented farm after deductions for business or farm expenses).
- Training allowances paid to persons enrolled in sheltered work-shops.
- Rental income, room and board.
- Child Development and Care (CDC) and Chore services payments to providers –paid by DHHS.

**2. Allowable Expenses for Earned Income**

Net income from employment or self-employment must be determined by deducting allowable expenses of employment from the gross amount received.

Expenses of employment are **limited** to the following:

- Apply a 25% deduction for mandatory withholding taxes to **all** gross earned income.
- Deductions required by the employer as a condition of employment.
- Deductions for health insurance (which includes dental insurance and vision insurance if payment is verified).
- Court-ordered child support paid, including arrears, not to exceed the amount ordered by the court. No deduction is made for paid, voluntary child support.
- The cost of dependent care (up to \$200 per qualifying child) for either of the following:
  - ❖ A dependent child who is less than 13 years old.
  - ❖ A person who is 13 years old or older who needs care due to a mental or physical impairment.

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Do not deduct the cost of child care if caregiver is any of the following persons:

- ❖ A member of the household.
- ❖ The spouse of the employed person or the parent of the person who needs care.
- ❖ A dependent relative of the employed person.
- ❖ A person who is not a member of the household, **if** the care can be provided reasonably and safely by one of the following persons living in the home:
  - A member of the household.
  - A responsible relative of the employed person or the person who needs care.
  - A dependent relative of the employed person.

Deductions for garnishment actions or expenses of **producing** self-employment income (such as capital expenditures, labor costs, transportation costs while on the job, materials, loan and property payments, taxes, insurance, etc.) are not allowed.

3. **Countable Unearned Income**

- FIP (Family Independence Program).
- SDA (State Disability Assistance).
- Social Security benefits – use the net amount received (net amount is the benefit amount remaining after allowable deductions).
- RSDI - Retirement Survivor's Disability Insurance.
- SSI - Supplemental Security Income.

**Note:** Do not count reimbursement of Medicare premiums.

- SSI - State Supplemental payments.
- Alimony, child support and child support participation payments.
- VA benefits, except clothing allowance or the court ordered amount for aid and attendance.
- Lump sum payments of accumulated monthly benefits.
- Payments from sick and accident insurance plans.
- Pensions and retirement benefits.
- Unemployment benefits.
- Worker's compensation.
- Strike benefits.
- Income received from the sale of property.
- Military allotments.
- Investment income, such as dividends, interest and royalties paid directly to the client.
- Income from annuities, bonds, stocks and trusts.
- Adoption subsidy payments.

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- Guardianship Assistance Program (GAP) payments.

4. **Allowable Expenses for Unearned Income**

Net unearned income must be determined by deducting all of the following from the gross amount received:

- Mandatory withholding taxes **only if** withheld from gross unearned income.
- Deductions required by the employer as a condition of employment.
- Deductions for health insurance (which includes dental insurance and vision insurance if payment is verified, and Medicare premiums when deducted from the gross Social Security benefit).
  - ❖ Medicare prescription plans or deductions other than Medicare premiums are not allowable expenses and should **not be** deducted from gross Social Security benefits.
- Court-ordered child support paid, including arrears, not to exceed the amount ordered by the court. No deduction is made for paid, voluntary child support.

5. **Excluded Income**

Do not count or verify income from the following sources:

- Federal tax return refund
- Reimbursement of Medicare premiums.
- Income in kind (not in the form of cash).
- Earned income of a dependent child when both of the following conditions are met:
  - ❖ The accumulated earnings are held in a savings account of which the dependent child who earned the money is the sole owner.
  - ❖ The accumulated earnings are not commingled with money from any other source.
- Michigan Homestead Property Tax Credit and Home Heating Credit.
- Earned Income Credit.
- All services program benefits paid by DHHS on behalf of a household member, (such as foster care and Child Development and Care payments).
- Income of the applicant's spouse when the applicant is in an emergency shelter as a victim of domestic violence.
- Reimbursement for past, current or future training-related, medical or volunteer expenses.
- Compensation awarded for a particular use (such as Victim's Compensation Award).
- Disaster relief assistance.
- Educational grants, scholarships and benefits.
- Michigan Department of Community Health family support subsidy payments.

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- WIC program benefits.
- Title VII nutrition program for the elderly.
- LIHEAP energy assistance benefits.
- Child nutrition and school lunch benefits.
- Food Assistance Program benefits. (FAP)
- A utility allowance that is part of a state or federal housing assistance program.
- Housing assistance that is paid pursuant to any state or federal law, including:
  - ❖ Title II of the Uniform Relocation and Real Property Acquisition Act of 1970.
  - ❖ U.S. Housing Act of 1937.
  - ❖ This includes Experimental Housing Allowance Program made under Annual Contribution Contracts entered into prior to January 1, 1975.
  - ❖ National Housing Act.
  - ❖ Section 101 of the Housing and Urban Development Act (HUD) of 1965.
  - ❖ Housing Choice Voucher Program (previously known as Section 8 Housing).

**NOTE:** Household members who are absent from the home for 90 consecutive days or more are excluded from the household and therefore, their income is excluded.

**6. Income Computations**

Establish the household's income computation period and determine the household's countable income for the period.

- Computation Period – the computation period is 30 days. This is referred to as the countable income period. The 30 day period begins the date the agency receives a signed application for energy assistance.
- Countable income: verify and determine all non-excluded gross income the household expects to receive during the income computation period.

**7. Documentation of Income**

Income of all household members must be thoroughly documented and verified using third-party documentation. Client must provide proof of all income for the past 30 days. The following items are examples of acceptable income verification documentation.

- Copies of checks or check stubs.
- Written statements from employers. Written statements from the department, organization or person administering the payment, which shows the monthly amount of the benefit, the amount of deductions, and confirming whether or not the deductions are mandatory.
- Written statements of persons paying money to a client member in cases where the client provides child care, chore services, room and board, or other services for pay.

**2016 Household Eligibility Verification Guidelines**

- Alimony or spousal support statements/letters.
- Interest, annuities or dividends statements/letters.
- Current award letters for unearned income that is only verified once per year such as SSI and Social Security benefits, Veterans Affairs benefits, or pension/retirement income.
- DHS-38, Verification of Employment.
- Business receipts.
- Accounting and other business records for self-employed persons.
- Electronic data exchange with reliable income sources.

**G. COVERED SERVICES**

- When a household's heat or electric service for their current residence is in past due status, in threat of shut off or is already shut off and must be restored, payment may be authorized to the energy service provider.
- Payment may be made on a prepayment account for natural gas or electric services when the balance remaining in the account does not exceed \$100.
- Deposits, special trip charges, pilot relights, pressure checks, reconnect fees, and related charges such as storage tank (pig) installation, delivery or rental can be paid if they are necessary to prevent an emergency and are required by the energy provider.

**H. SERVICES NOT COVERED**

Do not authorize energy services to pay for:

- Unauthorized or illegal use.
- Regulated utility/energy provider late fees.
- Regulated utility/energy provider unregulated services such as appliance repair or appliance protection programs.
- Bankrupt accounts.
- Cooking gas.
- Service used in businesses or nonresidential buildings or facilities such as rental units, garages, stores, or nonresidential farm uses. When a bill represents combined residential and nonresidential or business usage, pay only the residential portion if the utility can provide an approximate breakdown showing the residential use portion and the group applying for energy services pays the nonresidential costs. In the case of a client who works in their own home, if the bill is in the client's name and the service address is the same as the client's residence address, it is considered a residential bill and payment may be authorized. If the bill is in the name of the client's business, it is considered a commercial bill and payment cannot be authorized.
- Common meter/service situations. This occurs when one meter or heat/electric unit services more than one residential unit or residence. If the energy provider can verify the group's actual usage and the provider will accept the household's portion and maintain services, payment may be made in full.

**2016 Household Eligibility Verification Guidelines**

- Payments to residential landlords, residential management companies, billing service agencies, or collection agencies are not eligible to receive emergency service or MEAP funds, as they are not the actual service provider. Examples of third party billing companies who are not eligible providers include:
  - Universal Utilities
  - D & B Billing Services
  - Electrical Inspection Company
- Payment shall not be issued for energy services when the usage is in violation of the federal law.
  - Example: A client has requested assistance for an electric shut off which includes costs associated to manufacturing “medical” marijuana. The client is not eligible for MEAP since federal law, 21 U.S.C. 841(a) prohibits the manufacturing of marijuana.
- Air conditioning billing separately from residential electric service.
- Secondary household fuel types. **Payment may only be approved for the primary heating source.**

**I. CLIENT FILE**

The agency must maintain a client file for all recipients of MEAP funds. At a minimum, the file must include documents used to verify identity, residency, and income including:

1. The MEAP Application, MEAP Income Calculation Worksheet, and any check lists or other documentation used by the agency to ensure that all required client information is gathered, documented, and retained in the client file. The application must identify each member of the household as well as income sources and amounts for each member of the household being served. The application must include:
  - Full name of the client and all members of the household.
  - Social Security Number of the applicant and **all** members of the household (**must retain a copy of the Social Security card for the applicant only**). **Do not black out any portion of the Social Security number.**
  - Address.
  - City and Zip Code.
  - County.
  - Birth date of the client and all members of the household.

The household’s actual percentage of federal poverty level determined by the intake worker must be included with the household’s income calculations and noted on the application.

The client and the intake worker must sign and date the application.

2. Documents used to verify identity. Documents may be originals or copies of the original document. Facsimiles are acceptable documents for identity.
3. Documents used to determine that total household income is at or below 150% of federal poverty guidelines, including self-declarations and documented telephone conversations



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with caseworkers, and all calculations performed by the intake worker when determining the total household income. If household income is calculated using a computer program, screen prints must be available if requested. The household's actual percentage of federal poverty level determined by the intake worker must be included with the household's income calculations and noted on the application.

4. Document the energy type and dollar amount of assistance, and retain a copy of the utility bill. If the address on the utility bill is different than the address of the client, an explanation must be included in the client file. If the name on the utility bill is different than the client's name, an explanation must be included in the client file.

If a metered deliverable fuel, retain a copy of the notification that documents the amount of deliverable fuel provided and the amount of the deliverable fuel already on hand to show need.

5. Has the household received energy assistance from another agency or through a provider-sponsored program since October 1? If yes, document information for the prior services, including the date, assistance amount, utility/energy provider, and energy assistance provider.

# ATTACHMENT B

<b>2015/2016 Participating Electric Service Providers</b>	<b>Estimated \$ Amount of Low- Income Energy Assistance Funds to be Collected</b>
Alger-Delta Cooperative Electric Association	\$115,219.07
Alpena Power	\$192,133.44
Baraga, Village of	\$9,030.81
Bay City, City of	\$236,912.19
Clinton, Village of	\$16,149.90
Consumers Energy Company	\$20,970,950.58
DTE Electric Company	\$25,521,224.40
Gladstone, City of	\$34,246.71
Hillsdale Board of Public Utilities	\$70,006.38
Indiana Michigan Power Company	\$1,493,743.06
Lowell Light and Power	\$31,056.61
Marshall Electric Department	\$57,656.45
Midwest Energy Cooperative	\$379,857.02
Negaunee Department of Public Works	\$22,342.46
Newberry Water and Light Board	\$16,056.08
Niles Utility Department	\$82,426.68
Northern States Power Company-Wisconsin	\$105,332.10
Norway, City of	\$26,857.87
Petoskey, City of	\$57,879.29
Presque Isle Electric and Gas Cooperative	\$380,936.03
St. Louis, City of	\$22,682.58
Thumb Electric Cooperative	\$142,733.73
Union City Electric	\$14,566.58

**2015/2106**  
**Non-Participating Electric Service Providers**

Bayfield Electric Cooperative
Charlevoix, City of
Chelsea Department of Electric and Water
Cherryland Electric Cooperative
Cloverland Electric Cooperative
Coldwater Board of Public Utilities
Croswell Municipal Light & Power Department
Crystal Falls, City of
Daggett Electric Department
Detroit Public Lighting Department
Dowagiac, City of
Eaton Rapids City of
Escanaba, City of
Grand Haven Board of Light and Power
Great Lakes Energy Cooperative
Harbor Springs, City of
Hart Hydro, City of
Holland Board of Public Works
HomeWorks Tri-County Electric Cooperative
L'Anse, Village of
Lansing Board of Water & Light
Marquette Board of Light and Power
Ontonagon Co. Rural Electrification Association
Paw Paw, Village of
Portland, City of
Sebewaing, City of
South Haven, City of
Stephenson, City of
Sturgis, City of
Traverse City Light & Power
Upper Peninsula Power Company
Wakefield, City of
Wisconsin Public Service Corporation
Wisconsin-Electric Power Company d/b/a/ We Energies
Wyandotte Department of Municipal Service
Zeeland Board of Public Works

# ATTACHMENT C

# MEAP Application

I hereby make application for the Michigan Energy Assistance Program (MEAP). I understand that there may be a delay in processing if there is missing information. The MEAP crisis season runs from November 1 through May 31 therefore emergency assistance may not be available June 1 through October 31.

## Household Information

**Attach extra pages if you need to include additional members.** List **everyone** who lives in your home, including adults and children temporarily absent due to illness or employment. People are considered members of your household if they sleep and keep their belongings in your home. Be sure to include the date of birth and citizenship status for each member.

Name	Relationship to You <b>SELF</b>	Social Security Number	Disabled? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth	Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name	Relationship to You	Social Security Number	Disabled? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth	Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name	Relationship to You	Social Security Number	Disabled? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth	Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name	Relationship to You	Social Security Number	Disabled? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth	Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name	Relationship to You	Social Security Number	Disabled? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth	Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name	Relationship to You	Social Security Number	Disabled? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Birth	Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No

## Household Address (Service Address)

Address (Numbers & Street Name, Apt., etc.)		City
State	County	Zip Code

## Mailing Address, if different than above

Address (Numbers & Street Name, Post Office Box)		City
State	County	Zip Code

## Additional Information Needed

Home Heating Credit (HHC): Have you applied for or received the HHC (Energy Draft) in the last 6 months?	<input type="checkbox"/> Yes, month received _____ <input type="checkbox"/> No
Have you or do you currently receive benefits from Department of Health and Human Services (DHHS)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you received energy assistance from another agency or through a provider-sponsored program since October 1?	<input type="checkbox"/> Yes, who was the provider(s): _____ <input type="checkbox"/> No
How do you heat your home?	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Wood <input type="checkbox"/> No Heat Obligation <input type="checkbox"/> Fuel Oil <input type="checkbox"/> Electric Heat <input type="checkbox"/> Coal <input type="checkbox"/> Other _____

\*Electric heat sources include solar panels, boilers, radiators, or baseboard heating but DO NOT include space heaters

**Emergency Need: Check the service(s) that you are requesting and the amount needed to resolve the emergency for 30 days.**

<input type="checkbox"/> Household Heating \$ _____ If this is a prepaid account, amount in account \$ _____ *If deliverable fuel, percentage remaining in tank _____%
<input type="checkbox"/> Electricity (non-heating) \$ _____ If this is a prepaid account, amount in account \$ _____

\*Payment for deliverable fuel will not be made if, at the time of delivery, it is confirmed that you have more than 25 percent of the fuel remaining in your tank

**Electric (non-heat) Provider Information**

Name and address of company/energy provider		Account number
Service address	Name on account	
<b>Has your electricity been turned off?</b>	<input type="checkbox"/> Yes, date service was turned off: _____	<input type="checkbox"/> No
<b>Have you received a past due or shut off notice for your electricity?</b>	<input type="checkbox"/> Yes, when is service scheduled to be turned off: _____	<input type="checkbox"/> No

**Household Heating Provider Information**

Name and address of company/energy provider		Account number
Service address	Name on account	
<b>Has your heat been turned off or have you run out of your only heating fuel source?</b>	<input type="checkbox"/> Yes, date heat was turned off or when fuel ran out: _____	<input type="checkbox"/> No
<b>Have you received a past due or shut off notice for your heat or are you at risk of running out of your household heating fuel?</b>	<input type="checkbox"/> Yes, number of days until fuel runs out or date service is scheduled to be shut off: _____	<input type="checkbox"/> No

**Household Income**

<b>Does your household have any income?</b>	<input type="checkbox"/> Yes, Total monthly Income:\$ _____ <input type="checkbox"/> No
---------------------------------------------	-----------------------------------------------------------------------------------------

Please check **all** sources of income that your household expects to receive in the next 30 days

- Social Security
- Disability benefits
- Employment/earned income
- Supplemental Security Income (SSI)
- Self-employment income
- Worker's Compensation
- Pension/retirement benefits
- Unemployment
- Money from family/friends
- Veteran's Benefits/ Military Allotments
- Child Support
- Other (ex: lottery winnings) please list: \_\_\_\_\_
- Tribal payments (Energy Assistance/LIHEAP, tribal GA, casino/gambling profit sharing, land claims, etc.)
- Rental income or a land contract, mortgage or other payment payable to a household member

Person with income	Type of income (if employed, name of employer)	Gross Monthly Income (Amount before taxes and expenses)	How often received? (Weekly, biweekly, monthly, etc.)

Have there been any changes or do you expect a change in your household income in the next 30 days?	<input type="checkbox"/> No <input type="checkbox"/> Yes, Please briefly explain below:
-----------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------

**Income Expenses**

Check all expenses that apply to your household and the following information. **Attach proof** for each.

<input type="checkbox"/> <b>Health Insurance Premium</b>	Amount \$	How often paid?	Covers what time period?
<input type="checkbox"/> <b>Court ordered child support</b>	Amount \$	How often paid?	Covers what time period?
<input type="checkbox"/> <b>Actual child care costs paid by an employed household member, not DHHS</b>	Amount \$		
<input type="checkbox"/> <b>Unusual employment related expenses</b>	Amount \$	Explain Expense	

**Signature Requirement**

Please sign below after reading the following information, otherwise this application will be considered incomplete

- **I understand I have eight calendar days to provide all verifications requested and failure to provide the above information may result in denial of my application.** I understand giving false information can result in referral to the prosecutor for fraud. I understand that my application may be one of those chosen for a complete investigation. An agency or department representative may call at my home and may contact other people in order to verify my eligibility for assistance.
- I authorize the assisting agency or provider to release my name and address to the local weatherization operator as part of the Weatherization Referral system. I authorize the department to release case and payment information to the Department of Health and Human Services, its affiliates and/or contracted agencies, for the purpose of research, study and evaluation of the Low Income Home Energy Assistance Program (LIHEAP) and the Michigan Energy Assistance Program (MEAP).
- I authorize my energy company to release by phone, fax, email or their computer web site all available information about my account.
- **UNDER PENALTIES OF PERJURY, I SWEAR OR AFFIRM THAT THIS APPLICATION HAS BEEN EXAMINED BY OR READ TO ME. IF I AM A THIRD PARTY APPLYING ON BEHALF OF ANOTHER PERSON, I SWEAR THAT THIS APPLICATION HAS BEEN EXAMINED BY OR READ TO THE APPLICANT. TO THE BEST OF MY KNOWLEDGE, THE FACTS ARE TRUE AND COMPLETE.**

Signature of applicant or head of household	Date	Signature of spouse	Date
Address (Numbers & Street Name, Apt., etc.)		Signature of agency representative	Date
Current phone number	Identification of applicant or authorized representative		

**Request for Review**

If you believe any action of the agency is incorrect, or if the decision to approve or deny your application is not made within 10 (ten) days of the application date, you have the right to a hearing. A request for a hearing must be in writing, signed by you or your authorized representative, and received by the agency making the eligibility determination within 90 days following the date of this form.

# ATTACHMENT D

**BUDGET**  
**Selected Applicant's Name**

Line Item	Budget Category	TOTAL
<i>Administrative Expenses</i>		
1	<b>ADMINISTRATIVE PERSONNEL (Grant Administration Staff)</b>	
2	<i>Salary</i>	
3	Employee 1 (Job Title)	0
4		<i>Total Salary</i> <u>0</u>
5	<i>Fringe Benefits</i>	
6	Employee 1 (Job Title)	0
7		<i>Total Fringe Benefits</i> <u>0</u>
8	<b>Total Administrative Personnel</b>	<b><u>0</u></b>
9	<b>ADMINISTRATIVE SUPPLIES, MATERIALS, AND EQUIPMENT</b>	
10		0
11	<b>Total Administrative Supplies, Materials, &amp; Equipment</b>	<b><u>0</u></b>
12	<b>ADMINISTRATIVE CONTRACTUAL SERVICES</b>	
13		0
14	<b>Total Administrative Contractual Services</b>	<b><u>0</u></b>
15	<b>ADMINISTRATIVE TRAVEL (Grant Administration Staff)</b>	
16		0
17	<b>Total Administrative Travel</b>	<b><u>0</u></b>
18	<b>Total Administrative Expenses</b>	<b><u>0</u></b>
<i>Energy Assistance Program Expenses (EAP)</i>		
19	<b>EAP PERSONNEL INTAKE STAFF</b>	
20	<i>Salary</i>	
21	Employee 1 (Job Title)	0
22		<i>Total Salary</i> <u>0</u>
23	<i>Fringe Benefits</i>	
24	Employee 1 (Job Title)	0
25		<i>Total Fringe Benefits</i> <u>0</u>
26	<b>Total EAP Personnel Intake Staff</b>	<b><u>0</u></b>
27	<b>EAP PERSONNEL SELF-SUFFICIENCY STAFF</b>	
28	<i>Salary</i>	
29	Employee 1 (Job Title)	0
30		<i>Total Salary</i> <u>0</u>
31	<i>Fringe Benefits</i>	
32	Employee 1 (Job Title)	0
33		<i>Total Fringe Benefits</i> <u>0</u>
34	<b>Total EAP Personnel Intake Staff</b>	<b><u>0</u></b>
35		0
36	<b>Total EAP Supplies, Materials, &amp; Equipment</b>	<b><u>0</u></b>
37	<b>EAP CONTRACTUAL SERVICES</b>	
38		0
39	<b>Total EAP Contractual Services</b>	<b><u>0</u></b>
40	<b>EAP TRAVEL (Grant Administration Staff)</b>	
41		0
42	<b>Total EAP Travel</b>	<b><u>0</u></b>
43	<b>EAP OTHER</b>	
44		0
45	<b>Total EAP Travel</b>	<b><u>0</u></b>
46	<b>DIRECT ASSISTANCE</b>	
47	Payments to Energy Providers	<u>0</u>

48		<b>Total Direct Assistance</b>	<u>0</u>
49		<i>Total Energy Assistance Program Expenses</i>	<b>0</b>
50	<b>Total Direct Cost</b>		0
51	<b>Indirect Cost (0.0000)</b>		0
52	<b>TOTAL PROJECT COST</b>		<u><u>0</u></u>