



**CABINET FOR HEALTH AND FAMILY SERVICES  
DEPARTMENT FOR COMMUNITY BASED SERVICES  
Commissioner's Office  
COA ACCREDITED AGENCY**

**Matthew G. Bevin**  
Governor

275 East Main Street, 3W-A  
Frankfort, KY 40621  
Phone (502) 564-3703  
Fax (502) 564-6907  
[www.chfs.ky.gov](http://www.chfs.ky.gov)

**Adam M. Meier**  
Secretary

June 1, 2018

Mr. Mark Mitchell  
Legislative Research Commission  
Capitol Annex, Room 172  
Frankfort, Kentucky 40601

Dear Mr. Mitchell:

Enclosed is the preliminary Low Income Home Energy Assistance Program (LIHEAP) Block Grant state plan for Federal Fiscal Year 2019. The plan is submitted in accordance with KRS 45.351.

If you have any questions or related needs, please contact Elizabeth Caywood at 502/564-3703, extension 3792.

Sincere,

A blue ink handwritten signature, appearing to read "Adria Johnson", with a long, sweeping underline.

Adria Johnson  
Commissioner

Enclosure

**Low Income Home Energy  
Assistance Program (LIHEAP)**

**FFY 2019**

**Model State Plan**

## DETAILED MODEL PLAN (LIHEAP)

Program Name: Low Income Home Energy Assistance  
Grantee Name: Kentucky  
Report Name: DETAILED MODEL PLAN (LIHEAP)  
Report Period: 10/01/2018 to 09/30/2019  
Report Status: Saved

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## Mandatory Grant Application SF-424

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

August 1987, revised 05/92,02/95,03/96,12/98,11/01  
OMB Clearance No.: 0970-0075  
Expiration Date: 09/30/2020

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

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

#### 7. APPLICANT INFORMATION

**\* a. Legal Name:** Commonwealth of Kentucky

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):** 61-0600439      **\* c. Organizational DUNS:** 927049767

#### \* d. Address:

|                    |                             |                             |              |
|--------------------|-----------------------------|-----------------------------|--------------|
| <b>* Street 1:</b> | 275 East Main Street, #5W-A | <b>Street 2:</b>            |              |
| <b>* City:</b>     | Frankfort                   | <b>County:</b>              | Franklin     |
| <b>* State:</b>    | KY                          | <b>Province:</b>            |              |
| <b>* Country:</b>  | United States               | <b>* Zip / Postal Code:</b> | 40601 - 2321 |

#### e. Organizational Unit:

**Department Name:** Department for Community Based Services      **Division Name:** Division of Family Support

#### f. Name and contact information of person to be contacted on matters involving this application:

|  |                                  |                                       |                             |
|--|----------------------------------|---------------------------------------|-----------------------------|
| <b>Prefix:</b>                           | <b>* First Name:</b> Vickie      | <b>Middle Name:</b>                   | <b>* Last Name:</b> Bowling |
| <b>Suffix:</b>                           | <b>Title:</b> LIHEAP Coordinator | <b>Organizational Affiliation:</b>    |                             |
| <b>* Telephone Number:</b> (502)564-3440 | <b>Fax Number:</b> 502-564-4021  | <b>* Email:</b> Vickie.Bowling@ky.gov |                             |

**\* 8a. TYPE OF APPLICANT:**  
A: State Government

**b. Additional Description:**

**\* 9. Name of Federal Agency:**

|                                    |   |                                   |
|------------------------------------|---|-----------------------------------|
|                                    | <b>Catalog of Federal Domestic Assistance Number:</b> | <b>CFDA Title:</b>                |
| <b>10. CFDA Numbers and Titles</b> | 93568   | Low-Income Home Energy Assistance |

**11. Descriptive Title of Applicant's Project**  
N/A

**12. Areas Affected by Funding:**  
Statewide

#### 13. CONGRESSIONAL DISTRICTS OF:

|                       |                            |
|-----------------------|----------------------------|
| <b>* a. Applicant</b> | <b>b. Program/Project:</b> |
|-----------------------|----------------------------|



|  |                            |  |                       |
|--|----------------------------|--|-----------------------|
| Attach an additional list of Program/Project Congressional Districts if needed.  |                            |  |                       |
| <b>14. FUNDING PERIOD:</b>   |                            | <b>15. ESTIMATED FUNDING:</b>                    |                       |
| a. Start Date:<br>10/01/2018   | b. End Date:<br>09/30/2019 | * a. Federal (\$):<br>\$0                        | b. Match (\$):<br>\$0 |
| <b>* 16. IS SUBMISSION SUBJECT TO REVIEW BY STATE UNDER EXECUTIVE ORDER 12372 PROCESS?</b>   |                            |  |                       |
| a. This submission was made available to the State under the Executive Order 12372   |                            |  |                       |
| Process for Review on :  |                            |  |                       |
| b. Program is subject to E.O. 12372 but has not been selected by State for review.   |                            |  |                       |
| c. Program is not covered by E.O. 12372.   |                            |  |                       |
| <b>* 17. Is The Applicant Delinquent On Any Federal Debt?</b>  |                            |  |                       |
| <input type="radio"/> YES  |                            |  |                       |
| <input checked="" type="radio"/> NO  |                            |  |                       |
| Explanation:   |                            |  |                       |
| <b>18. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b> |                            |  |                       |
| <b>**I Agree <input checked="" type="checkbox"/></b>   |                            |  |                       |
| <b>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</b>   |                            |  |                       |
| 18a. Typed or Printed Name and Title of Authorized Certifying Official   |                            | 18c. Telephone (area code, number and extension) |                       |
|  |                            | 18d. Email Address                               |                       |
| 18b. Signature of Authorized Certifying Official   |                            | 18e. Date Report Submitted (Month, Day, Year)    |                       |
| Attach supporting documents as specified in agency instructions.   |                            |  |                       |

## Section 1 - Program Components

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

August 1987, revised 05/92,02/95,03/96,12/98,11/01  
OMB Clearance No.: 0970-0075  
Expiration Date: 09/30/2020

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

Department of Health and Human Services  
Administration for Children and Families  
Office of Community Services  
Washington, DC 20201

August 1987, revised 05/92, 02/95, 03/96, 12/98, 11/01  
OMB Approval No. 0970-0075  
Expiration Date: 09/30/2020

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

### Section 1 Program Components

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

| 1.1 Check which components you will operate under the LIHEAP program.<br>(Note: You must provide information for each component designated here as requested elsewhere in this plan.) |                           | Dates of Operation |            |
|---|---------------------------|--------------------|------------|
|   |                           | Start Date         | End Date   |
| <input checked="" type="checkbox"/>   | Heating assistance        | 11/05/2018         | 12/14/2018 |
| <input type="checkbox"/>  | Cooling assistance        |                    |            |
| <input checked="" type="checkbox"/>   | Crisis assistance         | 01/07/2019         | 03/29/2019 |
| <input checked="" type="checkbox"/>   | Weatherization assistance | 07/02/2018         | 06/28/2019 |

**Provide further explanation for the dates of operation, if necessary**

\*Cooling assistance is offered only when the state receive emergency cooling funds, or it is determined that weather climate dictates that a cooling program is necessary for the health and safety of the citizens of the commonwealth.

\*\*Any LIHEAP funding used for Weatherization not exhausted by June 30th, (the end of the state fiscal year) is carried forward into the next year's contract with Kentucky Housing Corporation and must be depleted between, July 1st through September 30th.

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

| 1.2 Estimate what amount of available LIHEAP funds will be used for each component that you will operate: The total of all percentages must add up to 100%. | Percentage ( % ) |
|---|------------------|
| Heating assistance  | 35.00%           |
| Cooling assistance  | 0.00%            |
| Crisis assistance   | 41.30%           |
| Weatherization assistance   | 13.50%           |
| Carryover to the following federal fiscal year  | 0.00%            |
| Administrative and planning costs   | 10.00%           |

|  |                |
|--|----------------|
| Services to reduce home energy needs including needs assessment (Assurance 16) | 0.10%          |
| Used to develop and implement leveraging activities                            | 0.10%          |
| <b>TOTAL</b>   | <b>100.00%</b> |

Alternate Use of Crisis Assistance Funds, 2605(c)(1)(C)

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

|                          |                           |                                     |   |
|--------------------------|---------------------------|-------------------------------------|---|
| <input type="checkbox"/> | Heating assistance        | <input type="checkbox"/>            | Cooling assistance  |
| <input type="checkbox"/> | Weatherization assistance | <input checked="" type="checkbox"/> | Other (specify:) Funds may be used to extend Crisis through April 30th or obligated for heating assistance for the next program year. |

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

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

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

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

|                  | Program Name | Heating  | Cooling  | Crisis   | Weatherization                                     |
|------------------|--------------|--|--|--|--|
| Other(Specify) 1 |              | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

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

If Yes, explain:

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

Benefit amounts in every LIHEAP component are determined based on each household's income, percent of poverty, family size, and primary type of heating source. In no component is the determination of benefits based on a household being categorically eligible. Benefit amounts in the weatherization program are determined by the Dwelling Needs Evaluation and based on measures recommended by the National Energy Audit Tool (NEAT) and Manufactured Home Energy Audit (MHEA).

SNAP Nominal Payments

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

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

1.7b Amount of Nominal Assistance: \$0.00

1.7c Frequency of Assistance

|                          |                       |
|--------------------------|-----------------------|
| <input type="checkbox"/> | Once Per Year         |
| <input type="checkbox"/> | Once every five years |
| <input type="checkbox"/> | Other - Describe:     |

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

Determination of Eligibility - Countable Income

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

|                                     |              |
|-------------------------------------|--------------|
| <input checked="" type="checkbox"/> | Gross Income |
| <input type="checkbox"/>            | Net Income   |

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

|                                     |       |
|-------------------------------------|-------|
| <input checked="" type="checkbox"/> | Wages |
|-------------------------------------|-------|

|                                     |   |  |
|-------------------------------------|---|--|
| <input checked="" type="checkbox"/> | Self - Employment Income  |  |
| <input checked="" type="checkbox"/> | Contract Income   |  |
| <input checked="" type="checkbox"/> | Payments from mortgage or Sales Contracts   |  |
| <input checked="" type="checkbox"/> | Unemployment insurance  |  |
| <input checked="" type="checkbox"/> | Strike Pay  |  |
| <input checked="" type="checkbox"/> | Social Security Administration (SSA ) benefits  |  |
| <input type="checkbox"/>            | Including MediCare deduction  | <input checked="" type="checkbox"/> Excluding MediCare deduction |
| <input checked="" type="checkbox"/> | Supplemental Security Income (SSI )   |  |
| <input checked="" type="checkbox"/> | Retirement / pension benefits   |  |
| <input type="checkbox"/>            | General Assistance benefits   |  |
| <input checked="" type="checkbox"/> | Temporary Assistance for Needy Families (TANF) benefits   |  |
| <input type="checkbox"/>            | Supplemental Nutrition Assistance Program (SNAP) benefits   |  |
| <input type="checkbox"/>            | Women, Infants, and Children Supplemental Nutrition Program (WIC) benefits                          |  |
| <input type="checkbox"/>            | Loans that need to be repaid  |  |
| <input checked="" type="checkbox"/> | Cash gifts  |  |
| <input type="checkbox"/>            | Savings account balance   |  |
| <input checked="" type="checkbox"/> | One-time lump-sum payments, such as rebates/credits, winnings from lotteries, refund deposits, etc. |  |
| <input checked="" type="checkbox"/> | Jury duty compensation  |  |
| <input checked="" type="checkbox"/> | Rental income   |  |
| <input type="checkbox"/>            | Income from employment through Workforce Investment Act (WIA)                                       |  |
| <input type="checkbox"/>            | Income from work study programs   |  |
| <input checked="" type="checkbox"/> | Alimony   |  |
| <input checked="" type="checkbox"/> | Child support   |  |
| <input checked="" type="checkbox"/> | Interest, dividends, or royalties   |  |
| <input checked="" type="checkbox"/> | Commissions   |  |
| <input checked="" type="checkbox"/> | Legal settlements   |  |
| <input checked="" type="checkbox"/> | Insurance payments made directly to the insured   |  |
| <input type="checkbox"/>            | Insurance payments made specifically for the repayment of a bill, debt, or estimate                 |  |
| <input type="checkbox"/>            | Veterans Administration (VA) benefits   |  |

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Earned income of a child under the age of 18   |
| <input type="checkbox"/> | Balance of retirement, pension, or annuity accounts where funds cannot be withdrawn without a penalty. |
| <input type="checkbox"/> | Income tax refunds   |
| <input type="checkbox"/> | Stipends from senior companion programs, such as VISTA   |
| <input type="checkbox"/> | Funds received by household for the care of a foster child   |
| <input type="checkbox"/> | Ameri-Corp Program payments for living allowances, earnings, and in-kind aid                           |
| <input type="checkbox"/> | Reimbursements (for mileage, gas, lodging, meals, etc.)  |
| <input type="checkbox"/> | Other  |

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

## Section 2 - HEATING ASSISTANCE

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

August 1987, revised 05/92,02/95,03/96,12/98,11/01  
OMB Clearance No.: 0970-0075  
Expiration Date: 09/30/2020

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

#### Section 2 - Heating Assistance

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

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

| Add | Household size      | Eligibility Guideline  | Eligibility Threshold |
|-----|---------------------|------------------------|-----------------------|
| 1   | All Household Sizes | HHS Poverty Guidelines | 130.00%               |

**2.2 Do you have additional eligibility requirements for HEATING ASSISTANCE?**  Yes  No

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

**Do you require an Assets test ?**  Yes  No

**Do you have additional/differing eligibility policies for:**

|   |   |
|---|---|
| Renters?                                      | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Renters Living in subsidized housing ?        | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Renters with utilities included in the rent ? | <input type="radio"/> Yes <input checked="" type="radio"/> No |

**Do you give priority in eligibility to:**

|                                       |   |
|---------------------------------------|---|
| Elderly?                              | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Disabled?                             | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Young children?                       | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Households with high energy burdens ? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Other?                                | <input type="radio"/> Yes <input type="radio"/> No            |

**Explanations of policies for each "yes" checked above:**

Total liquid assets cannot exceed:

1. \$2,000;
2. \$3,000, if at least one person in the household is a) age sixty (60) or older; or b) disabled; or
3. \$4,000, if a member of the household has an illness which requires liquid resources to be accessed regularly for living and medical expenses.

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

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

In the Subsidy Component, the highest level of assistance will be provided to households with the lowest incomes relative to federal poverty guidelines and the highest heating season energy costs. Once eligibility is established, payment to a household's fuel provider is made for the full benefit amount.

For each of the seven primary heating fuels (natural gas, electric, fuel oil, propane, kerosene, wood, and coal) an average cost for unit of fuel will be identified prior to the opening of the Subsidy application period. Based on this unit fuel cost information, an average cost will be calculated. Benefits will be structured so that the lowest poverty level households receive the highest benefits relative to fuel type. Please see the attached benefit matrix for more information.

Applicants who are 60 and above or who have disabilities and who receive a fixed income may pre-register. This pre-registration process is an option for each local Community Action Agency. During the pre-registration process, no benefits are issued until Subsidy begins.

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

- Income
- Family (household) size

|  |     |                 |      |
|--|-----|-----------------|------|
| <input checked="" type="checkbox"/> Home energy cost or need:  |     |                 |      |
| <input checked="" type="checkbox"/> Fuel type  |     |                 |      |
| <input type="checkbox"/> Climate/region  |     |                 |      |
| <input type="checkbox"/> Individual bill   |     |                 |      |
| <input type="checkbox"/> Dwelling type   |     |                 |      |
| <input type="checkbox"/> Energy burden (% of income spent on home energy)  |     |                 |      |
| <input type="checkbox"/> Energy need   |     |                 |      |
| <input type="checkbox"/> Other - Describe:   |     |                 |      |
| Northern Kentucky, Ky River Foothills, Blue Grass Community Action Partnership, and Louisville Metro participated in a Pilot Program for Crisis. Instead of requiring a disconnect notice, these agencies accepted a past due/late notice. This was an effort to assist households before they received a disconnect notice and potentially reduce the chance of harm to their credit. |     |                 |      |
| Benefit Levels, 2605(b)(5) - Assurance 5, 2605(c)(1)(B)  |     |                 |      |
| 2.6 Describe estimated benefit levels for FY 2018:   |     |                 |      |
| Minimum Benefit  | S34 | Maximum Benefit | S274 |
| 2.7 Do you provide in-kind (e.g., blankets, space heaters) and/or other forms of benefits? <input checked="" type="radio"/> Yes <input type="radio"/> No   |     |                 |      |
| If yes, describe.  |     |                 |      |
| Benefits are provided in the form of space heaters, blankets, sleeping bags, utility payments, fuel delivery, heating system repairs necessary to obtain heat, and emergency lodging. Space heaters are loaned on a temporary basis when the household's heating system is in need of a repair.  |     |                 |      |
| If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.  |     |                 |      |

### Section 3 - COOLING ASSISTANCE

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

August 1987, revised 05/92,02/95,03/96,12/98,11/01  
OMB Clearance No.: 09 70-0075  
Expiration Date: 09/30/2020

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

### Section 3 - Cooling Assistance

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

**3.1 Designate The income eligibility threshold used for the Cooling componentet:**

| Add | Household size      | Eligibility Guideline  | Eligibility Thres hold |
|-----|---------------------|------------------------|------------------------|
| 1   | All Household Sizes | HHS Poverty Guidelines | 130.00%                |

**3.2 Do you have additional eligibility requirements for COOLING ASSITANCE?**  Yes  No

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

**Do you require an Assets test ?**  Yes  No

**Do you have additional/differing eligibility policies for:**

- |  |   |
|--|---|
| <b>Renters?</b>                                      | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| <b>Renters Living in subsidized housing ?</b>        | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| <b>Renters with utilities included in the rent ?</b> | <input type="radio"/> Yes <input checked="" type="radio"/> No |

**Do you give priority in eligibility to:**

- |  |   |
|--|---|
| <b>Elderly?</b>                              | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <b>Disabled?</b>                             | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <b>Young children?</b>                       | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <b>Households with high energy burdens ?</b> | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <b>Other?</b>                                | <input type="radio"/> Yes <input type="radio"/> No            |

**Explanations of policies for each "yes" checked above:**

Please see description in Section 3.4.

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

An applicant must meet the all the regular program requirements regarding income, household size, and gross income to receive a cooling benefit.

Benefits can also be provided in the form of air condition units. To be eligible for an air conditioner, the household must meet the eligibility requirements for cooling. The household must not have or have access to an air conditioner and must meet one of the following requirements:

1. Have a member with a health condition or disability that requires cooling to prevent further deterioration as verified by a physician's statement on letterhead (Examples: persons with heart disease, asthma, severe respiratory conditions).
2. Have a member who is 65 years or older; or
3. Have a member who is under the age of six.

A household may receive both, the benefit amount and an air conditioner, if they meet the eligibility requirements.

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

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

- Income
- Family (household) size
- Home energy cost or need:



|   |                 |                 |                 |       |
|---|-----------------|-----------------|-----------------|-------|
| <input checked="" type="checkbox"/> Fuel type   |                 |                 |                 |       |
| <input type="checkbox"/> Climate/region   |                 |                 |                 |       |
| <input type="checkbox"/> Individual bill  |                 |                 |                 |       |
| <input type="checkbox"/> Dwelling type  |                 |                 |                 |       |
| <input type="checkbox"/> Energy burden (% of income spent on home energy)   |                 |                 |                 |       |
| <input type="checkbox"/> Energy need  |                 |                 |                 |       |
| <input checked="" type="checkbox"/> Other - Describe:   |                 |                 |                 |       |
| Medical need is an requirement to be eligible for an air conditioner.   |                 |                 |                 |       |
| Benefit Levels, 2605(b)(5) - Assurance 5, 2605(c)(1)(B)   |                 |                 |                 |       |
| <b>3.6 Describe estimated benefit levels for FY 2018:</b>   |                 |                 |                 |       |
| <table border="1"> <tr> <td>Minimum Benefit</td> <td>\$50</td> <td>Maximum Benefit</td> <td>\$175</td> </tr> </table>   | Minimum Benefit | \$50            | Maximum Benefit | \$175 |
| Minimum Benefit   | \$50            | Maximum Benefit | \$175           |       |
| <b>3.7 Do you provide in-kind (e.g., fans, air conditioners) and/or other forms of benefits?</b> <input checked="" type="radio"/> Yes <input type="radio"/> No          |                 |                 |                 |       |
| If yes, describe.<br>Air conditioners are provided as described in Section 3.4.   |                 |                 |                 |       |
| If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here. |                 |                 |                 |       |

## Section 4 - CRISIS ASSISTANCE

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

August 1987, revised 05/92,02/95,03/96,12/98,11/01  
OMB Clearance No.: 0970-0075  
Expiration Date: 09/30/2020

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

#### Section 4: CRISIS ASSISTANCE

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

##### 4.1 Designate the income eligibility threshold used for the crisis component

| Add | Household size      | Eligibility Guideline  | Eligibility Threshold |
|-----|---------------------|------------------------|-----------------------|
| 1   | All Household Sizes | HHS Poverty Guidelines | 130.00%               |

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

A household is considered to be in crisis if they meet basic LIHEAP eligibility criteria and:

1. The household has a past due/disconnect notice, if electric or natural gas is the primary heating source; or
2. The household is within four (4) days of running out of fuel if coal, wood, kerosene, fuel oil or propane is the primary heat source.

##### 4.3 What constitutes a life-threatening crisis?

Life-threatening means, at the time of application, a household is or will be without heat or cooling within 18 hours and temperatures are at a dangerous level as determined by the National Weather Service.

##### Crisis Requirement, 2604(c)

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

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

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

4.6 Do you have additional eligibility requirements for CRISIS ASSISTANCE?  Yes  No

##### 4.7 Check the appropriate boxes below and describe the policies for each

Do you require an Assets test ?  Yes  No

Do you give priority in eligibility to :

Elderly?  Yes  No

Disabled?  Yes  No

Young Children?  Yes  No

Households with high energy burdens?  Yes  No

Other?  Yes  No

##### In Order to receive crisis assistance:

Must the household have received a shut-off notice or have a near empty tank?  Yes  No

Must the household have been shut off or have an empty tank?  Yes  No

Must the household have exhausted their regular heating benefit?  Yes  No

Must renters with heating costs included in their rent have received an eviction notice ?  Yes  No

Must heating/cooling be medically necessary?  Yes  No

|  |  |   |
|--|--|---|
| Must the household have non-working heating or cooling equipment?  | <input type="radio"/> Yes <input checked="" type="radio"/> No  |   |
| Other? See Below   | <input checked="" type="radio"/> Yes <input type="radio"/> No  |   |
| <b>Do you have additional / differing eligibility policies for:</b>  |  |   |
| Renters?   | <input type="radio"/> Yes <input checked="" type="radio"/> No  |   |
| Renters living in subsidized housing?  | <input type="radio"/> Yes <input checked="" type="radio"/> No  |   |
| Renters with utilities included in the rent?   | <input type="radio"/> Yes <input checked="" type="radio"/> No  |   |
| <b>Explanations of policies for each "yes" checked above:</b>  |  |   |
| <ul style="list-style-type: none"> <li>Households must meet the basic eligibility criteria.</li> <li>Completed applications will be processed in the order accepted to the extent of available funds.</li> <li>Applicants shall have no more than five (5) days to complete the application from the date the application was started.</li> <li>All households must be responsible for home heating costs directly or as an undesignated portion of the rent.</li> <li>In special circumstances, benefits may be provided if it will prevent the removal of a child from a household, or if it will enable a child to return to the household. Households must meet the same income and assets criteria as for regular LIHEAP.</li> <li>Each eligible household, including those living in subsidized housing, except those at 0 - 74% of poverty, will be required to make a co-payment as a percent of the amount needed to relieve the crisis. Households residing in subsidized housing will be responsible for a higher co-payment due to receiving a utility allowance. The co-payment amount will be based on the household's percent of poverty as indicated below:</li> </ul> |  |   |
| Percent of Poverty   | Copayment Percentage of Benefit for Households Residing in Nonsubsidized Housing   | Copayment Percentage of Benefit for Households Residing in Subsidized Housing |
| 0-74%  | 0%   | 0%  |
| 75-100%  | 10%  | 15%   |
| 101-130%   | 15%  | 20%   |
| <b>Determination of Benefits</b>   |  |   |
| <b>4.8 How do you handle crisis situations?</b>  |  |   |
| <input checked="" type="checkbox"/>  | Separate component   |   |
| <input type="checkbox"/>   | Fast Track   |   |
| <input type="checkbox"/>   | Other - Describe:  |   |
| <b>4.9 If you have a separate component, how do you determine crisis assistance benefits?</b>  |  |   |
| <input checked="" type="checkbox"/>  | Amount to resolve the crisis.  |   |
| <input checked="" type="checkbox"/>  | Other - Describe:<br>The maximum amount of benefits that any household may receive throughout the Crisis component may not exceed \$250 for gas or electric. If program funding is enhanced through a federal or state award, the cabinet may approve a subsequent increase to the benefit amount. For the past several years the maximum benefit for gas or electric has been maintained at \$400. The maximum benefit for bulk fuels are two (2) tons of coal, 2 cords of wood, or 200 gallons of propane, fuel oil or kerosene. |   |
| Crisis Requirements, 2604(c)   |  |   |
| <b>4.10 Do you accept applications for energy crisis assistance at sites that are geographically accessible to all households in the area to be served?</b>  |  |   |
| <input checked="" type="radio"/> Yes <input type="radio"/> No Explain.   |  |   |
| Prior to the program opening, locations are determined in each county where applications are taken and sites are listed on outreach material and media articles.   |  |   |
| For those applicants unable to go to a location for the application process, the applicant can designate an authorized representative to apply on the applicant's behalf. Other alternative methods consist of the Community Action Agencies conducting home visits, visiting elderly communities to ensure they receive assistance, or conducting telephone interviews. If an application is taken via a phone interview, the client then provides verification and signatures on application forms and returns by mail.  |  |   |

**4.11 Do you provide individuals who are physically disabled the means to:**

**Submit applications for crisis benefits without leaving their homes?**  
 Yes  No If No, explain.

**Travel to the sites at which applications for crisis assistance are accepted?**  
 Yes  No If No, explain.

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

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

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

Winter Crisis      \$250.00 maximum benefit

Summer Crisis      \$0.00 maximum benefit

Year-round Crisis      \$0.00 maximum benefit

**4.13 Do you provide in-kind (e.g. blankets, space heaters, fans) and/or other forms of benefits?**  
 Yes  No If yes, Describe

Benefits are provided in the form of electric space heaters, blankets, sleeping bags, utility payments, fuel delivery, heating system repairs necessary to obtain heat, and emergency lodging. Electric space heaters are loaned on a temporary basis to allow time for, the delivery of fuel, repair of a heating system, reconnection of utility service, or location of additional resources to alleviate the household's crisis situation.

**4.14 Do you provide for equipment repair or replacement using crisis funds?**  
 Yes  No

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

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

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

**4.16 Do any of the utility vendors you work with enforce a moratorium on shut offs?**  
 Yes  No

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

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

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

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 SF - 424 - MANDATORY**

Section 5: WEATHERIZATION ASSISTANCE

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

5.1 Designate the income eligibility threshold used for the Weatherization component

| Add | Household Size      | Eligibility Guideline  | Eligibility Threshold |
|-----|---------------------|------------------------|-----------------------|
| 1   | All Household Sizes | HHS Poverty Guidelines | 200.00%               |

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

5.3 If yes, name the agency. Kentucky Housing Corporation

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

WEATHERIZATION - Types of Rules

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

- Entirely under LIHEAP (not DOE) rules
- Entirely under DOE WAP (not LIHEAP) rules
- Mostly under LIHEAP rules with the following DOE WAP rule(s) where LIHEAP and WAP rules differ (Check all that apply):
  - Income Threshold
  - Weatherization of entire multi-family housing structure is permitted if at least 66% of units (50% in 2- & 4-unit buildings) are eligible units or will become eligible within 180 days
  - Weatherize shelters temporarily housing primarily low income persons (excluding nursing homes, prisons, and similar institutional care facilities).
  - Other - Describe:

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

- Income Threshold
- Weatherization not subject to DOE WAP maximum statewide average cost per dwelling unit.
- Weatherization measures are not subject to DOE Savings to Investment Ratio (SIR) standards.
- Other - Describe:
 

Weatherization not subject to the DOE WAP average Health and Safety cost limitation per dwelling.

LIHEAP funding may be used to re-weatherize units, in which work was performed and billed on or before September 30, 2012.

LIHEAP funding may be used on energy-saving measures that SIR at a .80 or greater in the client completion report.

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

5.6 Do you require an assets test?  Yes  No

5.7 Do you have additional/differing eligibility policies for:

Renters  Yes  No

Renters living in subsidized housing?  Yes  No

5.8 Do you give priority in eligibility to:

Elderly?  Yes  No

Disabled?  Yes  No

Young Children?  Yes  No

|   |   |
|---|---|
| House holds with high energy burdens?   | <input checked="" type="radio"/> Yes <input type="radio"/> No   |
| Other? See Below  | <input checked="" type="radio"/> Yes <input type="radio"/> No   |
| <p>If you selected "Yes" for any of the options in questions 5.6, 5.7, or 5.8, you must provide further explanation of these policies in the text field below.</p> <p>Priority is given to households containing elderly, disabled, or children. Eligible households with young children who have been identified by CHFS, Division of Protection and Permanency as being at risk of being removed from the home, if the housing conditions are substandard and in need of weatherization, will be given emergency priority and will receive service immediately. Priority is also given to households identified as having a high energy burden. A high energy burden is defined as 15% or more of the household income and those residing in high energy consuming dwellings.</p> |   |
| <b>Benefit Levels</b>   |   |
| 5.9 Do you have a maximum LIHEAP weatherization benefit/expenditure per household? <input type="radio"/> Yes <input checked="" type="radio"/> No  |   |
| 5.10 If yes, what is the maximum? \$0   |   |
| <b>Types of Assistance, 2605(c)(1), (B) &amp; (D)</b>   |   |
| 5.11 What LIHEAP weatherization measures do you provide? (Check all categories that apply.)   |   |
| <input checked="" type="checkbox"/> Weatherization needs assessments/audits   | <input checked="" type="checkbox"/> Energy related roof repair  |
| <input checked="" type="checkbox"/> Caulking and insulation   | <input checked="" type="checkbox"/> Major appliance Repairs     |
| <input checked="" type="checkbox"/> Storm windows   | <input checked="" type="checkbox"/> Major appliance replacement |
| <input checked="" type="checkbox"/> Furnace/heating system modifications/ repairs   | <input checked="" type="checkbox"/> Windows/sliding glass doors |
| <input checked="" type="checkbox"/> Furnace replacement   | <input checked="" type="checkbox"/> Doors                       |
| <input checked="" type="checkbox"/> Cooling system modifications/ repairs   | <input checked="" type="checkbox"/> Water Heater                |
| <input checked="" type="checkbox"/> Water conservation measures   | <input checked="" type="checkbox"/> Cooling system replacement  |
| <input checked="" type="checkbox"/> Compact florescent light bulbs  | <input type="checkbox"/> Other - Describe:                      |
| <p>If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.</p>  |   |

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

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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**Section 6: Outreach, 2605(b)(3) - Assurance 3, 2605(c)(3)(A)**

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

- Place posters/flyers in local and county social service offices, offices of aging, Social Security offices, VA, etc.
- Publish articles in local newspapers or broadcast media announcements.
- Include inserts in energy vendor billings to inform individuals of the availability of all types of LIHEAP assistance.
- Mass mailing(s) to prior-year LIHEAP recipients.
- Inform low income applicants of the availability of all types of LIHEAP assistance at application intake for other low-income programs.
- Execute interagency agreements with other low-income program offices to perform outreach to target groups.
- Other (specify):

The Division of Family Support sends a memorandum to each of the local Department for Community Based Services (DCBS) offices notifying field staff of the dates, times, and locations of the agencies, in order for recipients to apply. This information is posted in the lobby or waiting rooms of each DCBS office.

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

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

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

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | Joint application for multiple programs |
| <input checked="" type="checkbox"/> | Intake referrals to/from other programs |
| <input type="checkbox"/>            | One - stop intake centers               |
| <input checked="" type="checkbox"/> | Other - Describe:                       |

Community Action Agencies are the service providers for the LIHEAP program and they administer other energy assistance programs, i. e., the Weatherization Assistance Program and privately fuel funded energy assistance programs. Each local Community Action Agency will coordinate the various available energy assistance programs and make referrals, when appropriate, to other agencies and programs.

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



**Section 8 - Agency Designation,, 2605(b)(6) - Assurance 6**

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

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

|                                     |                             |
|-------------------------------------|-----------------------------|
| <input type="checkbox"/>            | Administration Agency       |
| <input type="checkbox"/>            | Commerce Agency             |
| <input type="checkbox"/>            | Community Services Agency   |
| <input type="checkbox"/>            | Energy / Environment Agency |
| <input type="checkbox"/>            | Housing Agency              |
| <input checked="" type="checkbox"/> | Welfare Agency              |
| <input type="checkbox"/>            | Other - Describe:           |

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

If you selected "Welfare Agency" in question 8.1, you must complete questions 8.2, 8.3, and 8.4, as applicable.

**8.2 How do you provide alternate outreach and intake for HEATING ASSISTANCE?**

Community Action Agencies will be the service providers for Heating Assistance. The agencies provide outreach and intake throughout the state for all components of the program.

**8.3 How do you provide alternate outreach and intake for COOLING ASSISTANCE?**

Same as 8.2.

**8.4 How do you provide alternate outreach and intake for CRISIS ASSISTANCE?**

Same as 8.2.

| <b>8.5 LIHEAP Component Administration.</b>                             | <b>Heating</b>            | <b>Cooling</b>            | <b>Crisis</b>             | <b>Weatherization</b>     |
|---|---------------------------|---------------------------|---------------------------|---------------------------|
| <b>8.5a Who determines client eligibility?</b>                          | Community Action Agencies | Community Action Agencies | Community Action Agencies | Community Action Agencies |
| <b>8.5b Who processes benefit payments to gas and electric vendors?</b> | Community Action Agencies | Community Action Agencies | Community Action Agencies |                           |
| <b>8.5c who processes benefit payments to bulk fuel vendors?</b>        | Community Action Agencies | Community Action Agencies | Community Action Agencies |                           |
| <b>8.5d Who performs installation of weatherization measures?</b>       |                           |                           |                           | Community Action Agencies |

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

**8.6 What is your process for selecting local administering agencies?**

The Cabinet for Health and Family Services (CHFS or Cabinet), Department for Community Based Services (DCBS), has been the single state agency responsible for administering the Low Income Home Energy Assistance Program since FY 1982, as well as administering other federal and state energy programs in preceding years.

Under contract with CHFS, Community Action Kentucky, Inc. (CAK), subcontracts with twenty- two (22) Community Action Agencies and on a local government to operate locally the LIHEAP program. CAK has operated the Crisis Component since FFY 1986 and the Subsidy Component since 1990 and has received federal funds for the administration of energy assistance programs both prior to and after the date of enactment of the Low Income Home Energy Assistance Act. CAK has and will continue to subcontract with local community action agencies to provide assistance in all 120 counties of the State.

**8.7 How many local administering agencies do you use? 23**

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

- Yes  
 No

**8.9 If so, why?**

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

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

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

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

**9.1 Do you make payments directly to home energy suppliers?**

Heating       Yes    No

Cooling       Yes    No

Crisis       Yes    No

Are there exceptions?    Yes    No

**If yes, Describe.**

Payments will be authorized to the energy provider, including landlords where heating is included as an undesignated portion of the rent, by one party check upon delivery of fuel, restoration or continuation of service, household receipt of blankets, sleeping bags or emergency lodging. The only exception would be if the landlord or vendor refuses to accept payment or a voucher.

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

At the time of application, all households that are determined eligible for assistance receive a written notification advising them of the amount of assistance for which they are eligible and to whom the payment will be made.

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

All vendors are required to sign a vendor agreement. Contingent on signing the agreement, the vendor will be required to comply with the Kentucky Administrative Regulation, 921 KAR 4:116. Section 10 and section 2605(b)(7) of the Low Income Home Energy Assistance Act of 1981 as amended.

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

All vendors are required to sign a vendor agreement. The vendor agrees to comply with the Kentucky Administrative Regulation, 921 KAR 4:116. Also, Community Action Agencies are required by contractual agreement to monitor vendors once within a 5 year period.

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

Yes    No

**If so, describe the measures unregulated vendors may take.**

For unregulated fuel sources (wood, coal, propane, fuel oil, kerosene) payment will not be made until the fuel has been delivered or provided and the vendor has submitted documentation that the consumer accepted the fuel.

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

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

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

**Program Monitoring, Fiscal Monitoring**

**Program Monitoring:** CAK will monitor the local Community Action Agencies' LIHEAP program at least once during the program year to assure the appropriate delivery of services and documentation of case actions and billings. Monitoring reports will be completed for each monitoring visit and will include a description of any corrective action to be taken. CAK will follow-up on all corrective action plans and report the resolution to DCBS. A copy of each monitoring report, including corrective actions, if necessary, will be forwarded to DCBS for review.

DCBS will review CAK's monitoring plan to ensure sufficiency of activities. At a minimum, DCBS will receive and review monitoring reports, single audit reports and corrective action plans. DCBS has engaged the CHFS Office of Inspector General to perform quality reviews of CAK and all Kentucky Community Action Agencies audit reports.

DCBS, Division of Administration and Financial Management (DAFM), Contract Performance Branch, will monitor CAK during the year to assure that the operation of the program is in compliance with all contract requirements and the federal statute.

Kentucky Housing Corporation (KHC) receives an audit of their Weatherization Assistance Program (including LIHEAP funded Weatherization) as part of the Statewide Audit of the Commonwealth, performed by Kentucky's Auditor of Public Accounts. DCBS reviews the Statewide Audit for any findings related to this program.

KHC will monitor the local Community Action Agencies' Weatherization program at least once during the program year. The purpose of the monitoring is to assess program compliance with the Kentucky Weatherization Assistance Program (WAP) requirements. Monitoring reports completed for each CAA will include a description of concerns, observations or findings, which will require a corrective action plan. A copy of each monitoring report, including corrective action plans will be provided to DCBS for review. See the attached monitoring tool and checklist utilized by KHC.

The DAFM Contract Performance Section monitors DCBS contractors for compliance with contractual provisions and federal/state laws. The Contract Performance Section prioritizes the annual monitoring of all contractors whose funding totals require the contractor to undergo an annual audit performed in accordance with 2 CFR, Part 200, Subpart F. All DCBS contractors receive on-site monitoring no less than once every three years or are monitored more frequently upon request of DCBS program staff.

**Fiscal Monitoring:** Methods and procedures are in place for properly charging the costs of administration under the plan and are maintained in accordance with Federal requirements as specified in 45 CFR 205.150 and 45 CFR Part 95, Subpart E, including identifying costs applicable to each of the separate federal programs. Revisions in such methods and procedures are submitted by CHFS on a timely basis for approval by the Department of Health and Human Services.

Procedures for determining reasonableness, allowability and allocability of costs are in accordance with provision of P.L. 97-35, as amended, 45 CFR Parts 75 and 96 as applicable, 2 CFR, Part 200, Subpart E and federal agency implementing regulations, as applicable and applicable state laws including KRS 273.410 through 273.468 and 45.350 through 45.359. These requirements are applicable to subcontractors who will be required to report to CAK in a manner that meets CAK's reporting requirements to the Cabinet.

**Audit Process**

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

Yes  No

10.3. Describe any audit findings rising to the level of material weakness or reportable condition cited in the A-133 audits, Grantee monitoring assessments, inspector general reviews, or other government agency reviews of the LIHEAP agency from the most recently audited fiscal year.

No Findings

| Finding | Type      | Brief Summary  | Resolved?   | Action Taken                |
|---------|-----------|--|-------------|-----------------------------|
| 1       | financial | Southern KY CAA had a finding regarding controls over financial process to ensure funding was reconciled properly.       | In Progress | staffing/management changes |
| 2       | reporting | Pennyrile Allied Community Services, Inc. There was a lack of the grant director's approval for items charged to grants. | In Progress | procedure/policy changes    |
| 3       | reporting | Pennyrile: Indirect costs were not charged in accordance with the Agency's indirect cost plan.                           | In Progress | procedure/policy changes    |
| 4       | financial |  | In Progress | training changes            |

|   |           |   |             |                          |
|---|-----------|---|-------------|--------------------------|
|   |           | Pennyrile: documentation of verification of low income status could not be located in the file. |             |                          |
| 5 | financial | Pennyrile: the allocation of insurance expense to the grant was not supported.                  | In Progress | procedure/policy changes |
| 6 | other     | Bell-Whitley CAA had vendor disclosure statements not signed by 5 Board Members.                | Yes         | procedure/policy changes |
| 7 | reporting | Bell-Whitley CAA had a case file not created. The case was a denial for excess income.          | Yes         | training changes         |

**10.4. Audits of Local Administering Agencies**

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

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

**Compliance Monitoring**

**10.5. Describe the Grantee's strategies for monitoring compliance with the Grantee's and Federal LIHEAP policies and procedures: Select all that apply**

**Grantee employees:**

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

DCBS, Division of Administration and Financial Management (DAFM), Contract Performance Branch, will monitor CAK usually in the third quarter of the calendar year (July-Sep) to assure that the operation of the program is in compliance with all contract requirements and the federal statute. DAFM monitored Community Action Kentucky on May 16, 2018. Please see the attached monitoring tool for FY 2018.

**Local Administering Agencies / District Offices:**

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

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

CAK monitors the local Community Action Agencies which operate LIHEAP, at least once during the program year to assure the appropriate delivery of services and documentation of case actions for each monitoring visit. This will include a description of corrective actions to be taken. By contractual agreement, CAK will follow up on all corrective action plans and report the resolution to DCBS. Please see the attached monitoring tool and schedule.


**10.7. Describe how you select local agencies for monitoring reviews.**

**Site Visits:**

All Community Action Agencies are monitored annually.

**Desk Reviews:**

Desk reviews are completed annually on financial data for every Community Action Agency.

|  |  |
|--|--|
| <p>10.8. How often is each local agency monitored ?</p> <p>Annually</p>  |  |
| <p>10.9. What is the combined error rate for eligibility determinations? OPTIONAL</p>  |  |
| <p>10.10. What is the combined error rate for benefit determinations? OPTIONAL</p>   |  |
| <p>10.11. How many local agencies are currently on corrective action plans for eligibility and/or benefit determination issues? 1</p>  |  |
| <p>10.12. How many local agencies are currently on corrective action plans for financial accounting or administrative issues? 1</p>  |  |
| <p>If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here. </p> |  |

**Section 11 - Timely and Meaningful Public Participation, , 2605(b)(12) - Assurance 12, 2605(c)(2)**

|  |   |
|--|---|
| U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES<br>ADMINISTRATION FOR CHILDREN AND FAMILIES   | August 1987, revised 05/92,02/95,03/96,12/98,11/01<br>OMB Clearance No.: 0970-0075<br>Expiration Date: 09/30/2020 |
| <b>LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)<br/>                 MODEL PLAN<br/>                 SF - 424 - MANDATORY</b> |   |

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

**11.1 How did you obtain input from the public in the development of your LIHEAP plan?**  
 Select all that apply.

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

**11.2 What changes did you make to your LIHEAP plan as a result of this participation?**  
 No changes will be made to the LIHEAP plan in FFY 2019.

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

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

|   | Date | Event Description   |
|---|------|---|
| 1 |      | The LIHEAP Public Hearing will be held in the summer of 2018, by the Legislative Research Commission, Special Subcommittee on Energy, in Frankfort, Ky. |

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

**11.5 Summarize the comments you received at the hearing(s).**  
 Public hearing will be held July 2018.

**11.6 What changes did you make to your LIHEAP plan as a result of the comments received at the public hearing(s)?**  
 The public hearing will be held July 2018.

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

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

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

August 1987, revised 05/92, 02/95, 03/96, 12/98, 11/01  
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#### Section 12: Fair Hearings, 2605(b)(13) - Assurance 13

**12.1 How many fair hearings did the grantee have in the prior Federal fiscal year? 0**

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

**12.3 Describe any policy and/or procedural changes made in the last Federal fiscal year as a result of fair hearings?**

N/A

**12.4 Describe your fair hearing procedures for households whose applications are denied.**

An opportunity for a hearing is made available in accordance with Community Action Agency appeal procedures as stated in the LIHEAP manual. A hearing will be granted to any individual requesting a hearing because his claim for assistance is denied or not acted upon in a timely manner.

Requests for a hearing must be in writing. The Community Action Agency may assist the claimant in submitting the request. Time allowed for claimants to file for a hearing is thirty (30) days from the date of the notice of the eligibility decision.

If dissatisfied with the Community Action Agency decision, the claimant may further appeal to CAK. If dissatisfied with the decision of CAK, the claimant may appeal through the CHFS.

Hearings are conducted at a reasonable time, date and place. Adequate preliminary written notice is given. The hearings are conducted by an impartial official or designee of the agency who has not been directly involved in the initial determination of the action in question. The claimants, or their representatives, are given adequate opportunity to examine the contents of the case files, all documents, and records to be used at the hearing; to present the case themselves or with the aid of an authorized representative; to bring witnesses; to establish all pertinent facts and circumstances; to advance arguments without undue interference; and to question or refute testimony or evidence, including the opportunity to confront and cross-examine adverse witnesses.

Recommendations or decisions of the hearing officer are based exclusively on evidence and other material introduced at the hearing. The transcript or recording of testimony and exhibits, all papers and requests filed in the proceeding, and the recommendation or decision of the hearing officer constitute the exclusive record. This record is made available to the claimants or representatives at an accessible place at a reasonable time.

Decisions by the hearing authority will specify the reasons for the decision and identify the supporting evidence and regulations.

When a hearing decision is appealed, any individual involved in making the original hearing decision may not take part in making the decision on the appeal.

Final administrative action will be taken within ninety (90) days from the date of the request for a hearing and the claimant is notified in writing of the action.

When the decision is adverse to the claimant, the notice will inform the claimant of the right to appeal to the appeal board and to judicial review.

When the decision is favorable to the claimant, the agency shall promptly make payment.

Subject to provisions for safeguarding public assistance information, all hearing decisions of the agency are accessible to the public.

**Weatherization:** The CAAs are responsible for resolving all client complaints, including applicant denials, project deferrals, and work quality issues.

Each agency establishes a clear, objective, and prompt dispute resolution process that includes mediation and arbitration should internal procedures fail to remedy a complaint. Clients must be informed at time of application of their right to file a grievance. Agencies will also be responsive to requests for information regarding the dispute resolution process. Clients may withdraw a grievance at any time with the understanding that they may re-enter the process at the point they withdrew if a complaint is not resolved.

KHC approves and monitors the agency's dispute process and is available for technical assistance and consultation. KHC will also review complaints and ensure all complaints have been resolved.

**12.5 When and how are applicants informed of these rights?**



All claimants are informed at the time of application and at the time of any action affecting their claim of their right to a hearing, the method of obtaining it and their right to be represented by others or to represent themselves.

**12.6 Describe your fair hearing procedures for households whose applications are not acted on in a timely manner.**

Same as Section 12.4.

**12.7 When and how are applicants informed of these rights?**

Same as Section 12.5.

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

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

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

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

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

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

Every Community Action Agency is given the opportunity to provide counseling to help reduce the households' energy bills. The agencies that do utilize LIHEAP funds for Assurance 16 will provide energy reduction solutions and education, including but not limited to the completion of and follow up on Weatherization applications. The CAAs will provide services based on the needs in their area, assisting households with a thorough and long-term plan to reduce a households energy usage and energy burden.

The following are examples from the three agencies that provided services during the past LIHEAP season: (1) Northern KY CAA offered Financial Literacy and Home Ownership Classes, Homebuyer Education classes, workshops, one-on-one counseling by certified Financial Literacy and HUD counseling staff, basic Budget and Credit counseling and energy saving tip sheets. (2) Lexington Fayette CAC offered information/material to applicants to help the household to be more conscious of actions they can take to reduce energy consumption and save money. The intake worker will screen the applicant by asking questions regarding energy costs such as: What temperature do you set your thermostat at night? What temperature do you set thermostat during the day? Do you change your filter on monthly basis? Do you turn off lights when you leave the room? The intake worker will record the answers in the database used for the LIHEAP program. Applicants are asked to sign an Energy Counseling form confirming they have discussed and received printed materials regarding energy conservation. (3) Louisville Metro CAA partnered with a utility company and other organizations to connect clients with energy conservation programs, bill management, workshops, and to distributes weatherization materials. Louisville Metro CAA also completed outreach i.e. radio, TV announcements, printed energy tips and information.

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

An assurance is written into the contract with CAK, and the subcontracts between CAK and the Community Action Agencies, that a Community Action Agency may use up to 5% of the crisis allocation to provide services to encourage households to reduce their energy cost.

The cost of developing and providing such services does not count toward the maximum benefit level for any single household. CAK assists all Community Action Agencies interested in providing such services in developing plans for the use of such funds for review and approval by DCBS prior to the provision of services. Final approval of such plans shall be given by DCBS.

The CAAs also budget and monitor expenses to ensure that no more than 5% is used for counseling.

**13.3 Describe the impact of such activities on the number of households served in the previous Federal fiscal year.**

Through LIHEAP assistance and the education and information provided through budget/energy counseling, it is anticipated that households can learn of energy saving steps that can assist with keeping home energy costs lower and more affordable.

**13.4 Describe the level of direct benefits provided to those households in the previous Federal fiscal year.**

Three Community Action Agencies participated in energy counseling during the Crisis component.

**13.5 How many households applied for these services? N/A**

13.6 How many households received these services? 15,000

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

## Section 14 - Leveraging Incentive Program ,2607A

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

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

#### Section 14:Leveraging Incentive Program, 2607(A)

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

Yes  No

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

DCSB will work with the Community Action Agencies explaining all information needed to complete the leveraging report. A solicitation packet will be provided to each CAA which includes the Action Transmittal instructions, link to the Federal Statutes and Regulations, and the resource form. The Grantee is available to answer any questions, if needed.

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

| Resource | What is the type of resource or benefit ?   | What is the source(s) of the resource ?  | How will the resource be integrated and coordinated with LIHEAP?  |
|----------|---|--|---|
| 1        | Winter Care Program   | This is a utility customer contribution fuel fund program.   | Administered by Community Action Council for Lexington-Fayette Bourbon, Harrison & Nicholas counties to supplement LIHEAP benefits when LIHEAP benefits are insufficient to meet the need of the household.   |
| 2        | Winterhelp  | This is a utility customer contribution program that receives donations from the community and a matching percentage from the local utility company to be distributed to households in the Louisville/Jefferson County area. | One time payments are made to the vendor, Louisville Gas and Electric, for customers who are facing a utility crisis and the maximum crisis benefits in LIHEAP are exhausted or LIHEAP is not available.  |
| 3        | Columbia Gas Energy Assistance Program  | This program provides cash benefits and discounts on heating bills to Columbia Gas low income customers.   | This resource serves households that are eligible for and receive LIHEAP Subsidy. An agreement between Columbia Gas of Kentucky and Community Action Council specifies eligibility criteria, benefit levels, period of operation and how LIHEAP resources are integrated. |
| 4        | Delta Gas Energy Assistance Program   | Cash benefits for low-income Delta customers which provides a credit to their Delta Gas account for the 5 heating months (Nov-Mar).  | Resource serves households that are eligible for and receive LIHEAP Subsidy. An agreement between Delta Natural Gas and Community Action Council specifies eligibility criteria, benefit levels, period of operation and how LIHEAP resources are integrated.             |
| 5        | Salvation Army, United Way, Schools Ministerial Associations, Churches, and other Non-profit organizations. | Private cash donations or in-kind donations.   | Funds will be used to supplement LIHEAP or used when LIHEAP funds are expended.   |
| 6        | Demand Side Management  | Demand Side Management (DSM) programs are utility sponsored energy efficiency programs to lower the current demand for energy.   | Enhances low income households by providing weatherization services.  |
| 7        | Distribution of fans, air conditioners, and payments toward utility bill.                                   | Private cash donations or in-kind donation by community action agencies, utility companies, city and county government and civic organizations   | Funds will be used to supplement LIHEAP or used when LIHEAP funds are expended.   |
|          |   | Weatherization services  |   |

|    |  |   |   |
|----|--|---|---|
| 8  | Project Warm and other similar resources | provided by local nonprofit organizations and utility companies.  | Provides weatherization activities , energy audits, window replacements, insulation materials to low income households.   |
| 9  | Affordable Energy Corporation            | Provides year round, monthly cash benefits to LG&E customers.   | All clients must participate in energy education, conservation and weatherization services.   |
| 10 | Certificate for Financial Need (CFN)     | Governed by the Public Service Commission and administered by the CAAs to either give a 30 day extension or a reconnection of services for natural gas and electric households. | Clients must meet the criteria for LIHEAP and agree to apply for the weatherization program, if applicable.   |
| 11 | Miscellaneous Leveraging Activities      | Waivers of utility applications, reconnect fees, late payment charges, security deposits, reimbursement for energy efficient appliances, and reduced cost for fuel              | Clients must meet the criteria for LIHEAP assistance.   |
| 12 | Columbia Gas Warm Wise                   | Replacement of furnaces with more energy efficient furnaces   | By replacing old furnaces with low energy efficient ratings with more energy efficient furnaces, the consumption of gas for the operation of a furnace will be reduced leading to lower utility costs which should result in less dependence on LIHEAP. |

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

## Section 15 - Training

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

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

#### Section 15: Training

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

**a. Grantee Staff:**

Formal training on grantee policies and procedures

How often?

Annually

Biannually

As needed

Other - Describe:

Employees are provided with policy manual

Other-Describe:

**b. Local Agencies:**

Formal training conference

How often?

Annually

Biannually

As needed

Other - Describe:

On-site training

How often?

Annually

Biannually

As needed

Other - Describe:

Employees are provided with policy manual

Other - Describe

CAK may conduct teleconferences when applicable.

**c. Vendors**

Formal training conference

How often?

Annually

Biannually

As needed

Other - Describe:

|   |
|---|
| <input checked="" type="checkbox"/> Policies communicated through vendor agreements   |
| <input type="checkbox"/> Policies are outlined in a vendor manual   |
| <input type="checkbox"/> Other - Describe:  |
| 15.2 Does your training program address fraud reporting and prevention?<br><input checked="" type="radio"/> Yes<br><input type="radio"/> No                             |
| If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here. |

**Section 16 - Performance Goals and Measures, 2605(b)**

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

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

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

**16.1 Describe your progress toward meeting the data collection and reporting requirements of the four required LIHEAP performance measures. Include timeframes and plans for meeting these requirements and what you believe will be accomplished in the coming federal fiscal year.**

Community Action Kentucky is in the process of updating their database to collect the required data before the beginning of FFY 2019 season. Also, Community Action Kentucky will request the performance measures data from the appropriate fuel vendors in order to compile the data for 2019 Performance Measures Report.

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



**Section 17 - Program Integrity, 2605(b)(10)**

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES  
ADMINISTRATION FOR CHILDREN AND FAMILIES

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**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM(LIHEAP)  
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Section 17: Program Integrity, 2605(b)(10)

17.1 Fraud Reporting Mechanisms

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

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

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

- Printed outreach materials
- Addressed on LIHEAP application
- Website
- Other - Describe:

Posters which include the Office of Inspector General's Fraud Hotline number are posted in community action agencies. Also, it is addressed on the client's denial notification.

17.2. Identification Documentation Requirements

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

| Type of Identification Collected                 | Collected from Whom?     |           |                          |           |                                     |           |
|--|--------------------------|-----------|--------------------------|-----------|-------------------------------------|-----------|
|  | Applicant Only           |           | All Adults in Household  |           | All Household Members               |           |
| Social Security Card is photocopied and retained | <input type="checkbox"/> | Required  | <input type="checkbox"/> | Required  | <input type="checkbox"/>            | Required  |
|  | <input type="checkbox"/> | Requested | <input type="checkbox"/> | Requested | <input checked="" type="checkbox"/> | Requested |
| Social Security Number (Without actual Card)     | <input type="checkbox"/> | Required  | <input type="checkbox"/> | Required  | <input checked="" type="checkbox"/> | Required  |
|  | <input type="checkbox"/> | Requested | <input type="checkbox"/> | Requested | <input type="checkbox"/>            | Requested |
| Government-issued identification card            | <input type="checkbox"/> | Required  | <input type="checkbox"/> | Required  | <input type="checkbox"/>            | Required  |

(i.e.: driver's license, state ID, Tribal ID, passport, etc.)  Requested  Requested  Requested

|    | Other                       | Applicant Only Required  | Applicant Only Requested | All Adults in Household Required | All Adults in Household Requested | All Household Members Required | All Household Members Requested     |
|----|-----------------------------|--------------------------|--------------------------|----------------------------------|-----------------------------------|--------------------------------|-------------------------------------|
| 1  | SSA Award Letter            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>       | <input checked="" type="checkbox"/> |
| 2  | SSA Benefit Check           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>       | <input checked="" type="checkbox"/> |
| 3  | HUD forms                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>       | <input checked="" type="checkbox"/> |
| 4  | Medicare Card               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>       | <input checked="" type="checkbox"/> |
| 5  | Military ID Card            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>       | <input checked="" type="checkbox"/> |
| 6  | School ID or School Records | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>       | <input checked="" type="checkbox"/> |
| 7  | SSA Print out               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>       | <input checked="" type="checkbox"/> |
| 8  | Work or State ID Card       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>       | <input checked="" type="checkbox"/> |
| 9  | Wage Stubs                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>       | <input checked="" type="checkbox"/> |
| 10 | ID card from health benefit | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/>          | <input type="checkbox"/>       | <input checked="" type="checkbox"/> |

**b. Describe any exceptions to the above policies.**

Any household member who does not have a SSN must be advised to apply for one at the Social Security Office. Documentation consisting of a signed and dated statement from a SSA representative, a SS-5, or a receipt of application for a SSN (SSA-5028) will be accepted.

A child under two years of age that has not applied for a SS card will be exempt.

**17.3 Identification Verification**

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

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

**17.4. Citizenship/Legal Residency Verification**

What are your procedures for ensuring that household members are U.S. citizens or aliens who are qualified to receive LIHEAP benefits? Select all that apply.

- Clients sign an attestation of citizenship or legal residency
- Client's submission of Social Security cards is accepted as proof of legal residency
- Noncitizens must provide documentation of immigration status
- Citizens must provide a copy of their birth certificate, naturalization papers, or passport
- Noncitizens are verified through the SAVE system
- Tribal members are verified through Tribal enrollment records/Tribal ID card
- Other - Describe:

**17.5. Income Verification**

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

|   |
|---|
| <input checked="" type="checkbox"/> Require documentation of income for all adult household members   |
| <input checked="" type="checkbox"/> Pay stubs   |
| <input checked="" type="checkbox"/> Social Security award letters   |
| <input checked="" type="checkbox"/> Bank statements   |
| <input checked="" type="checkbox"/> Tax statements  |
| <input checked="" type="checkbox"/> Zero-income statements  |
| <input checked="" type="checkbox"/> Unemployment Insurance letters  |
| <input checked="" type="checkbox"/> Other - Describe: <ul style="list-style-type: none"> <li>• Most recent DCBS award letter for K-TAP, State Supplementation or Kinship Care;</li> <li>• Pension statement;</li> <li>• Internal Revenue Service records;</li> <li>• Veterans Administration records;</li> <li>• Railroad Retirement records;</li> <li>• Court support records;</li> <li>• Union records;</li> <li>• SSA verification forms;</li> <li>• College financial aid award documents;</li> <li>• Contracts for sale of property;</li> <li>• Statement from absent parent or copy of checks from absent parent for support payments; and</li> <li>• Statement from individual providing income to the consumer.</li> <li>• Employer statement or contract;</li> <li>• Records maintained by individual on self-employment income;</li> <li>• Contracts;</li> <li>• Records of income and expenses on farm and /or rental income.</li> </ul> |
| <input type="checkbox"/> Computer data matches:   |
| <input type="checkbox"/> Income information matched against state computer system (e.g., SNAP, TANF)  |
| <input type="checkbox"/> Proof of unemployment benefits verified with state Department of Labor   |
| <input type="checkbox"/> Social Security income verified with SSA   |
| <input type="checkbox"/> Utilize state directory of new hires   |
| <input type="checkbox"/> Other - Describe:  |
| <b>17.6. Protection of Privacy and Confidentiality</b>  |
| Describe the financial and operating controls in place to protect client information against improper use or disclosure. Select all that apply.   |
| <input checked="" type="checkbox"/> Policy in place prohibiting release of information without written consent  |
| <input checked="" type="checkbox"/> Grantee LIHEAP database includes privacy/confidentiality safeguards   |
| <input checked="" type="checkbox"/> Employee training on confidentiality for:   |
| <input type="checkbox"/> Grantee employees  |
| <input checked="" type="checkbox"/> Local agencies/district offices   |
| <input checked="" type="checkbox"/> Employees must sign confidentiality agreement   |
| <input checked="" type="checkbox"/> Grantee employees   |
| <input checked="" type="checkbox"/> Local agencies/district offices   |
| <input checked="" type="checkbox"/> Physical files are stored in a secure location  |
| <input checked="" type="checkbox"/> Other - Describe: <p>Per contractual agreement CAK and the CAA's are required to maintain confidential information acquired from the applicants or provided by the Cabinet consistent with the requirements of KRS 194A.060, Confidentiality of Records and Reports, KRS 205.175 Confidential treatment of information and records, and KRS 205.177 Information may be shared by state and local governmental agencies.</p>   |
| <b>17.7. Verifying the Authenticity</b>   |
| What policies are in place for verifying vendor authenticity? Select all that apply.  |
| <input type="checkbox"/> All vendors must register with the State/Tribe.  |
| <input checked="" type="checkbox"/> All vendors must supply a valid SSN or TIN/W-9 form   |
| <input checked="" type="checkbox"/> Vendors are verified through energy bills provided by the household   |

|  |
|--|
| <input checked="" type="checkbox"/> Grantee and/or local agencies/district offices perform physical monitoring of vendors  |
| <input type="checkbox"/> Other - Describe and note any exceptions to policies above:   |
| <b>17.8. Benefits Policy - Gas and Electric Utilities</b>  |
| What policies are in place to protect against fraud when making benefit payments to gas and electric utilities on behalf of clients? Select all that apply.  |
| <input checked="" type="checkbox"/> Applicants required to submit proof of physical residency  |
| <input checked="" type="checkbox"/> Applicants must submit current utility bill  |
| <input checked="" type="checkbox"/> Data exchange with utilities that verifies:  |
| <input checked="" type="checkbox"/> Account ownership  |
| <input type="checkbox"/> Consumption   |
| <input checked="" type="checkbox"/> Balances   |
| <input checked="" type="checkbox"/> Payment history  |
| <input checked="" type="checkbox"/> Account is properly credited with benefit  |
| <input type="checkbox"/> Other - Describe:   |
| <input type="checkbox"/> Centralized computer system/database tracks payments to all utilities   |
| <input checked="" type="checkbox"/> Centralized computer system automatically generates benefit level  |
| <input checked="" type="checkbox"/> Separation of duties between intake and payment approval   |
| <input checked="" type="checkbox"/> Payments coordinated among other energy assistance programs to avoid duplication of payments   |
| <input checked="" type="checkbox"/> Payments to utilities and invoices from utilities are reviewed for accuracy  |
| <input checked="" type="checkbox"/> Computer databases are periodically reviewed to verify accuracy and timeliness of payments made to utilities   |
| <input type="checkbox"/> Direct payment to households are made in limited cases only   |
| <input checked="" type="checkbox"/> Procedures are in place to require prompt refunds from utilities in cases of account closure   |
| <input checked="" type="checkbox"/> Vendor agreements specify requirements selected above, and provide enforcement mechanism   |
| <input type="checkbox"/> Other - Describe:   |
| <b>17.9. Benefits Policy - Bulk Fuel Vendors</b>   |
| What procedures are in place for averting fraud and improper payments when dealing with bulk fuel suppliers of heating oil, propane, wood, and other bulk fuel vendors? Select all that apply.     |
| <input checked="" type="checkbox"/> Vendors are checked against an approved vendors list   |
| <input checked="" type="checkbox"/> Centralized computer system/database is used to track payments to all vendors  |
| <input checked="" type="checkbox"/> Clients are relied on for reports of non-delivery or partial delivery  |
| <input type="checkbox"/> Two-party checks are issued naming client and vendor  |
| <input type="checkbox"/> Direct payment to households are made in limited cases only   |
| <input type="checkbox"/> Vendors are only paid once they provide a delivery receipt signed by the client   |
| <input checked="" type="checkbox"/> Conduct monitoring of bulk fuel vendors  |
| <input type="checkbox"/> Bulk fuel vendors are required to submit reports to the Grantee   |
| <input checked="" type="checkbox"/> Vendor agreements specify requirements selected above, and provide enforcement mechanism   |
| <input checked="" type="checkbox"/> Other - Describe:  |
| During Crisis, Community Action Kentucky is required to provide the Cabinet a bulk fuel pricing report that compares fuel prices from local vendors with the US Energy Information Administration. |
| CAA's are responsible for obtaining pricing from vendors in writing prior to the start of LIHEAP and any subsequent changes in fuel pricing should also be done in writing during LIHEAP season.   |
| <b>17.10. Investigations and Prosecutions</b>  |
| Describe the Grantee's procedures for investigating and prosecuting reports of fraud, and any sanctions placed on clients/staff/vendors found to have committed fraud. Select all that apply.      |

|   |
|---|
| <input checked="" type="checkbox"/> Refer to state Inspector General  |
| <input type="checkbox"/> Refer to local prosecutor or state Attorney General  |
| <input type="checkbox"/> Refer to US DHHS Inspector General (including referral to OIG hotline)   |
| <input type="checkbox"/> Local agencies/district offices or Grantee conduct investigation of fraud complaints from public   |
| <input type="checkbox"/> Grantee attempts collection of improper payments. If so, describe the recoupment process   |
| <input type="checkbox"/> Clients found to have committed fraud are banned from LIHEAP assistance. For how long is a household banned?   |
| <input type="checkbox"/> Contracts with local agencies require that employees found to have committed fraud are reprimanded and/or terminated   |
| <input checked="" type="checkbox"/> Vendors found to have committed fraud may no longer participate in LIHEAP   |
| <input checked="" type="checkbox"/> Other - Describe:<br>CAK and local CAA's are required to document instances of fraud and abuse that occur during the program. Agencies are required to: <ol style="list-style-type: none"> <li>1. Complete the Fraud and Abuse Report on each suspected case of fraud and abuse.</li> <li>2. Submit a copy of the initial report to CAK at the time the fraud is initially suspected, and the local investigation of the case has begun.</li> <li>3. Submit a final report, even if the investigation reveals that there were no problems.</li> <li>4. File a copy of each Fraud &amp; Abuse Report in the consumer's folder.</li> <li>5. Submit the report to the Cabinet for further investigation, if needed.</li> </ol> |
| If any of the above questions require further explanation or clarification that could not be made in the fields provided, attach a document with said explanation here.   |

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

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

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

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.**
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.**
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.**
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.**
- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.**

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

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

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

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

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

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

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

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

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

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

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

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. **The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.**
6. **The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment,**



**Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.**

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

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

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

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

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

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

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

**Section 19: Certification Regarding Drug-Free Workplace Requirements**

**Section 19: Certification Regarding Drug-Free Workplace Requirements**

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

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

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

identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

**Controlled substance** means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

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

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

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

#### Certification Regarding Drug-Free Workplace Requirements

##### Alternate I. (Grantees Other Than Individuals)

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs;and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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

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

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

**Place of Performance (Street address, city, county, state, zip code)**

275 East Main Street  
\* Address Line 1

3W-A  
Address Line 2

Address Line 3

Frankfort  
\* City

KY  
\* State

40621  
\* Zip Code

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

**Alternate II. (Grantees Who Are Individuals)**

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

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other

designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

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

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

Section 20: Certification Regarding Lobbying

Section 20: Certification Regarding Lobbying

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any

person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

## Assurances

### Assurances

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

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

**(B) intervene in energy crisis situations;**

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

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

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

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

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

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

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

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

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



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

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

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

(3) conduct outreach activities designed to assure that eligible households, especially households with elderly individuals or disabled individuals, or both, and households with high home energy burdens, are made aware of the assistance available under this title, and any similar energy-related assistance available under subtitle B of title VI (relating to community services block grant program) or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 before the date of the enactment of this Act;(4) coordinate its activities under this title with similar and related programs administered by the Federal Government and such State, particularly low-income energy-related programs under subtitle B of title VI (relating to community services block grant program), under the supplemental security income program, under part A of title IV of the Social Security Act, under title XX of the Social Security Act, under the low-income weatherization assistance program under title IV of the Energy Conservation and Production Act, or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 before the date of the enactment of this Act;(5) provide, in a timely manner, that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, taking into account family size, except that the State may not differentiate in implementing this section between the households described in clauses 2(A) and 2(B) of this subsection;

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

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

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

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

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

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

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

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

(8) provide assurances that,

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

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

(9) provide that--

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

(B) the State will pay from non-Federal sources the remaining costs of planning

and administering the program assisted under this title and will not use Federal funds for such remaining cost (except for the costs of the activities described in paragraph (16));

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

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

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

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

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

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

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

(16) use up to 5 percent of such funds, at its option, to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance, including needs assessments, counseling, and assistance with

energy vendors, and report to the Secretary concerning the impact of such activities on the number of households served, the level of direct benefits provided to those households, and the number of households that remain unserved.

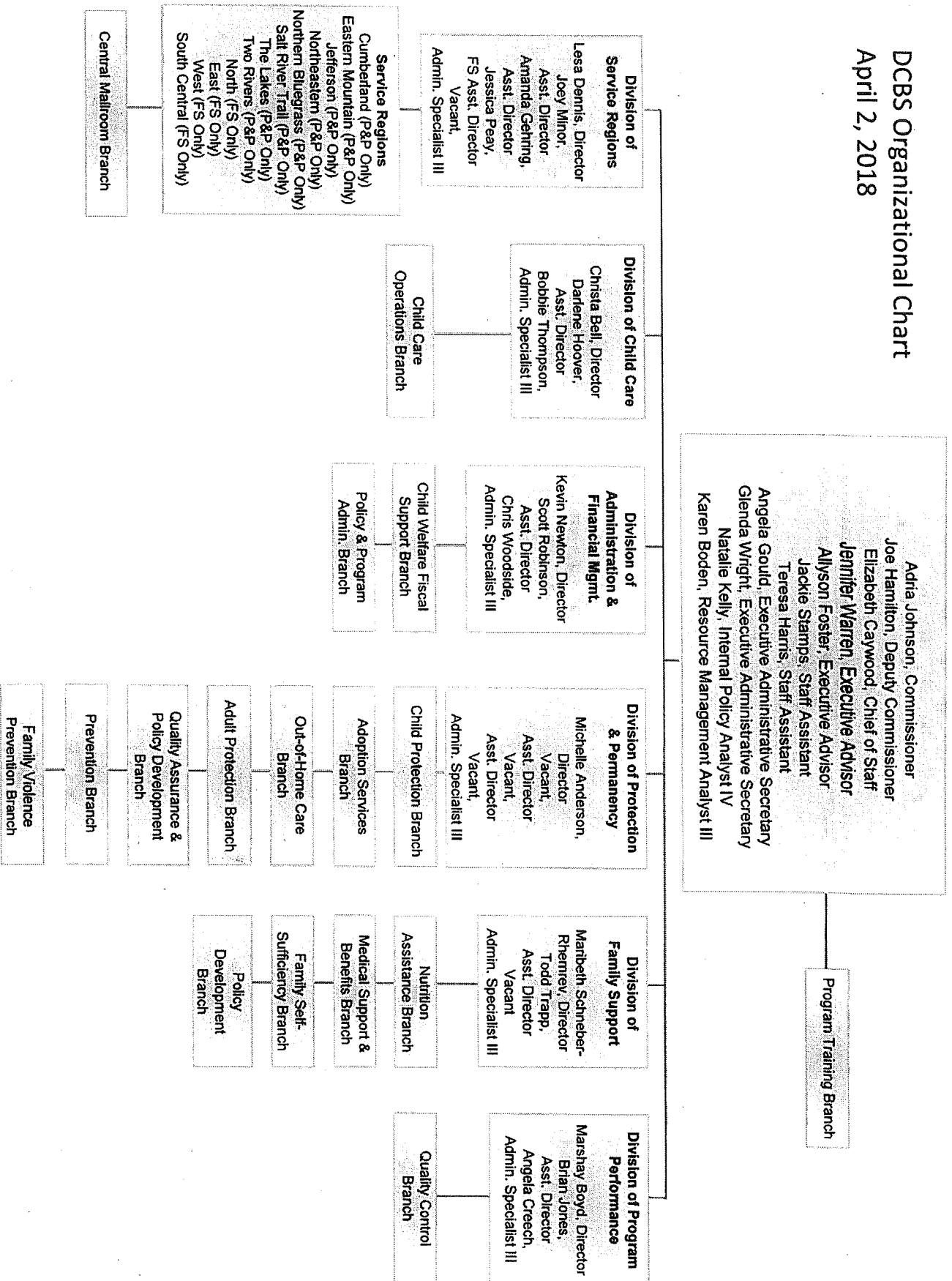
## Plan Attachments

| PLAN ATTACHMENTS  |
|---|
| The following documents must be attached to this application .  |
| <ul style="list-style-type: none"><li>• Delegation Letter is required if someone other than the Governor or Chairman Certified this Report.</li></ul> |
| <ul style="list-style-type: none"><li>• Heating component benefit matrix, if applicable</li></ul>   |
| <ul style="list-style-type: none"><li>• Cooling component benefit matrix, if applicable</li></ul>   |
| <ul style="list-style-type: none"><li>• Minutes, notes, or transcripts of public hearing(s).</li></ul>  |

# **ORGANIZATION CHARTS**

# DCBS Organizational Chart

## April 2, 2018



## Division of Family Support

Address:  
275 East Main St., 3E-1  
Frankfort, KY 40621

**Director's Office**  
Maribeth Schreiber-Rhemrev (3661)  
Todd Trapp, Assistant Director (3692)  
Melissa Beasley, SNAP E&T Grant Manager (3786)  
Rachel McCall, Administrative Support (3690)

Fax Numbers:  
(502) 564-4021  
(502) 564-9810  
(502) 564-0405  
Conf Rm. Ext. 3699

**Family Self-Sufficiency Branch**  
Tonya Reese, Br Manager (3664)  
Nicole (Ursula) Johnson (3665)  
Vacant, Admin Spec III (----)

**Technical Support Section**  
Heather Mingus, Supervisor (3927)  
Samuel Crossfield (3884)  
Endia Harvey (3647)  
Dylan Drown (3657)  
Vacant, FSS III (----)  
Vacant, FSS III (----)

**K-TAP Program Assistance Section**  
Vacant, Supervisor (---)  
Marie Braden (3652)  
Beverly Druin (3921)  
Amber Doss (----)  
Lisa Fields (3682)  
Erin Kridder (3648)  
Kim Pass (3882)  
Esther Willhoyte (3696)  
Vacant, PA III (----)

**Med. Support and Benefits Branch**  
Pat Walden, Br Manager (3694)  
Vacant, Admin Spec III (----)

**Case Processing Section**  
Deborah Wisdom, Supervisor (3680)  
Staci Justice (3701)  
Brian Minch (3782)  
Becky Murphy (3678)  
Sonya Roark (3703)  
Amanda Shafer (3667)  
Donna Skaggs (3710)  
Sheree Umboltz (3688)  
Monica Jones (859)987-4655, ext 125  
Samantha Miley (3686)  
Vacant, Program Coordinator (----)  
Vacant, PAPS (----)

**Medicaid Program Assistance Section**  
Laura Sanders, Supervisor (3687)  
Jeremy Armstrong (3641)  
Lora Clubb (3886)  
Joe Quillen (3704)  
Laura Presley (3883)  
Keri Reynolds (3684)  
Rana Ross (3653)  
Justin Shaw (3663)  
Jadena Todd (3925)  
Rachael Roehrig (3923)  
Vacant, MMSS I (----)  
Vacant, MMSS II (----)

**Nutrition Assistance Branch**  
Wendy Cumpston, Br Mgr (3659)  
Vacant, Admin Spec III (----)  
Phyllis Wilson (3668) - SAFE  
LeeAnn May (3658) - SAFE  
Nicole Rodgers (3676) - SAFE

**Claims Management Section**  
Claire Osbourne, Supervisor (3655)  
Nicole Beall (3649)  
Vanessa Hughes (3671)  
Nyoka Johnson (3889)  
April Neace (3672)  
Patty Rawlings (3879)  
Travis Sims (3709)  
Tara Brewer (3650)  
Vacant, PIO I (----)

**Nutrition Program Assistance Section**  
Carver Ealy, Supervisor (3662)  
Afton Baxter (3970)  
Amanda Bowen-Munson (3887)  
Leigh Ann Dixon (3660)  
Kimberly Tyler (3926)  
Rhonda Wilson (3698)

**Policy Development Branch**  
Krista Quarles, Br Mgr (3681)  
Vacant, Admin Spec III (----)

**Program Support Section**  
Vacant, Supervisor (---)  
Shelly Carter (3707)  
Joey Holt (3706)  
Clarizza Singayao (3689)  
Barbara Staines (3674)  
Ann Supplee (3675)  
Vacant, PA III (----)

**Community Support Section**  
Jessica Martin, Supervisor (3679)  
Vickie Bowling (3683)  
Sharon Vinyard (3693)  
Jennifer Miller (3677)  
Brian Isaacs (3888)  
Vacant, PA II (----)  
Vacant, PA III (----)



**KENTUCKY  
PERSONNEL  
CABINET**

**MATTHEW G. BEVIN  
GOVERNOR**

501 HIGH STREET, 3RD FLOOR  
FRANKFORT, KENTUCKY 40601  
PHONE (502) 564-7430  
FAX (502) 564-7603  
WWW.PERSONNEL.KY.GOV

**THOMAS B. STEPHENS  
SECRETARY**

**MEMORANDUM**

**PERSONNEL MEMO 17-13**

**TO:** Constitutional Officers  
Cabinet Secretaries  
Agency Heads  
HR Administrators

**FROM:** Thomas B. Stephens, Secretary

*TBS*

**DATE:** October 4, 2017

**RE:** Annual State Certification for Drug-Free Workplace Federal Grants  
October 1, 2017 - September 30, 2018

Attached is your agency's copy of the Kentucky State Certification for Federal Grants under the provisions of the Drug-Free Workplace Act for Federal Fiscal Year 2017. Your agency may be required to submit a copy of this certification when applying for federal funding. The certification is valid from October 1, 2017 through September 30, 2018.

If you have any questions or concerns, please feel free to contact Rosemary G. Holbrook at (502) 564-6761 or via email at [rosemaryg.holbrook@ky.gov](mailto:rosemaryg.holbrook@ky.gov).

Thank you for your continued cooperation.

Attachments: Annual Certification for Drug-Free Workplace Federal Grants  
Agency Federal Funding Source 2017-2018

**Kentucky State Government  
Annual Multiple Agency Certification Regarding  
Drug-Free Workplace Requirements  
Federal Fiscal Year 2017/2018  
October 1, 2017 - September 30, 2018**

Pursuant to Executive Order 96-611 issued by the Governor of the Commonwealth of Kentucky on May 15, 1996, (attached as Appendix A) I, Thomas B. Stephens, Secretary, Personnel Cabinet, do hereby certify, on behalf of the Executive Branch of Kentucky State Government, that all of its agencies are in compliance with the Drug-Free Workplace Act of 1988, and it has:

- I. Published a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition (attached as Appendix B);
  
- II. Established an ongoing drug-free awareness program to inform employees about:
  - A. The dangers of drug abuse in the workplace;
  - B. The grantee's policy of maintaining a drug-free workplace;
  - C. Available drug counseling, rehabilitation, and employee assistance programs; and
  - D. The penalties that may be imposed upon employees for drug abuse violations;
  
- III. Made it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (I);
  
- IV. Notified each employee in the statement required by paragraph (I) that as a condition of employment under the grant the employee will:
  - A. Abide by the terms of the statement; and
  - B. Notify the employer of any criminal drug statute conviction for a violation in the workplace no later than five days after the conviction;
  
- V. Established a policy which the employer will notify the granting agency in writing, within ten days after receiving notice under subparagraph (IV)(B) from an employee or otherwise receiving actual notice of such conviction;
  
- VI. Established a policy under which the employer will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted; as required by 41 U.S.C. § 8104;


VII. Made a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs I through VI.

Commonwealth of Kentucky, State Government  
**Organization Name**

---

Thomas B. Stephens - Personnel Cabinet  
**Name and Title of Authorized Representative**

---

  
**Signature**

---

October 1, 2017  
**Date**

---



PAUL E. PATTON  
GOVERNOR

EXECUTIVE ORDER

96-611

May 15, 1996

Secretary of State  
Frankfort  
Kentucky

RELATING TO DRUG-FREE WORKPLACE POLICY  
COMMONWEALTH OF KENTUCKY

WHEREAS, in 1988, the United States Congress enacted the Anti-Drug Abuse Act (Public Law 100-690) which requires recipients of federal grants to certify that they have met the requirements designed to promote a drug-free workplace; and

WHEREAS, the Commonwealth of Kentucky has maintained a policy of prohibiting the manufacture, distribution, possession, and use of controlled substance drugs in the workplace and of enforcing such prohibition through disciplinary action against offenders while providing a program of rehabilitation and counseling through its Employee Assistance program and through the State-supported health insurance programs; and

WHEREAS, the unlawful manufacture, distribution, possession and use of controlled substances in the workplace constitutes a serious hazard to the health, safety and welfare of State employees as well as to the health, safety and welfare of the public they serve; and

WHEREAS, it is deemed appropriate that the Secretary of the Personnel Cabinet notify State employees of the penalties, programs and reporting requirements of the Anti-Drug Abuse Act of 1988;

NOW, THEREFORE, I, PAUL E. PATTON, Governor of the Commonwealth of Kentucky, do hereby order and direct the Secretary of the Personnel Cabinet to issue written notice to each employee of the Commonwealth of Kentucky, advising of the requirements of the Anti-Drug Abuse Act of 1988, of the range of penalties that may be imposed for violations, and of the rehabilitation and counseling programs that are available.

The Secretary of the Personnel Cabinet is authorized and directed to certify compliance with the Anti-Drug Abuse Act of 1988 to the appropriate federal grantor agency upon issuance of notice to State employees.

This Order is effective upon execution.

PAUL E. PATTON  
Governor

JOHN Y. BROWN III  
Secretary of State

APPENDIX A



# EMPLOYEE HANDBOOK

*\*Revised: September 30, 2016*

Issued by:

**Personnel Cabinet**

**Department of Human Resources Administration**

501 High Street, 3<sup>rd</sup> Floor  
Frankfort, Kentucky 40601

Phone: (502) 564-7571

Fax (502) 564- 1823

[www.personnel.ky.gov](http://www.personnel.ky.gov)

<https://khris.ky.gov>

*\*This handbook is reviewed annually, but is subject to change at any time based on the necessity for updates.*

APPENDIX B

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This handbook is not a contract nor do the statements contained in it have the force of law. Personnel laws and regulations may modify or supersede any or all statements in this handbook. For more information, employees should see their human resource administrator and refer to the current edition of 18A of the Kentucky Revised Statutes and Title 101 of the Kentucky Administrative Regulations.

The Employee Handbook is always available electronically on the Personnel Cabinet's website. If another format is needed, a request may be submitted to the Department of Human Resources Administration, through the agency human resource administrator.

## Drug-Free Workplace

The federal statute governing drug-free workplace requirements for federal grant recipients requires recipients of federal funds to certify that they have met requirements designed to promote a drug-free workplace (41 U.S.C. § 8103). In compliance with this Act, and at the discretion of the Governor, all state employees are notified that:

- The unlawful manufacture, distribution, dispensation, possession or use of any controlled substance is strictly prohibited in the workplace and any employee found to be in violation will be subject to disciplinary action by the Appointing Authority for misconduct which may include sanctions up to and including dismissal from state service, in accordance with the State law.
- The Personnel Cabinet will continue to improve drug-free awareness programs through employee assistance and, in cooperation with State agencies, to eradicate the dangers that drugs in the workplace create for our employees. State-supported health insurance provides coverage for employees referred to or seeking treatment for drug and alcohol related problems.
- Compliance with drug-free workplace requirements is a condition of continued employment with State Government. Each employee is obligated, on pain of disciplinary action, to report any conviction he or she receives as a result of a violation of any criminal drug statute occurring in the workplace within five (5) days of such conviction. Such a report is to be made to the employee's Appointing Authority and is required by federal law and the agency is obligated to report such conviction to the federal grantor within ten (10) days after it receives notice.
- Employees found to be in violation of drug-free workplace requirements may face disciplinary action up to and including dismissal or may be required to satisfactorily participate in a drug abuse assistance or treatment program.

Employees who have questions concerning this directive are encouraged to contact their supervisor or the Kentucky Employee Assistance Program at (502) 564-5788. For more information please check our website at <https://personnel.ky.gov/Pages/Substance-Abuse.aspx>.

### **LEGAL REFERENCES:**

KRS 18A.043

41 U.S.C. § 8103



# KENTUCKY PERSONNEL CABINET

**MATTHEW G. BEVIN**  
GOVERNOR


501 HIGH STREET, 3RD FLOOR  
FRANKFORT, KENTUCKY 40601  
PHONE (502) 564-7430  
FAX (502) 564-7603  
WWW.PERSONNEL.KY.GOV

**THOMAS B. STEPHENS**  
SECRETARY

## MEMORANDUM

PERSONNEL MEMO 17-09

**TO:** All State Employees

**FROM:** Thomas B. Stephens, Secretary 

**DATE:** August 22, 2017

**RE:** Drug-Free Workplace

The federal statute governing drug-free workplace requirements for federal grant recipients requires recipients of federal funds to certify that they have met requirements designed to promote a drug-free workplace (41 U.S.C. § 8103). In compliance with this Act, and at the discretion of the Governor, all state employees are notified that:

A. The unlawful manufacture, distribution, dispensation, possession, or use of any controlled substance is strictly prohibited in the workplace, and any employee found to be in violation will be subject to disciplinary action by the appointing authority for misconduct which may include sanctions up to and including dismissal from state service, in accordance with state law.

B. The Personnel Cabinet will continue to improve drug-free awareness programs through employee assistance and, in cooperation with state agencies, to eradicate the dangers that drugs in the workplace create for our employees. State-supported health insurance provides coverage for employees referred to or seeking treatment for drug and alcohol-related problems.

C. Compliance with drug-free workplace requirements is a condition of continued employment with state government for all state employees. Each employee is obligated to report any conviction he or she receives as a result of a violation of any criminal drug statute occurring in the workplace within five (5) days of such conviction. Such a report is to be made to the employee's appointing authority and is required by federal law. Failure of any employee to report his or her conviction to the appointing authority may result in disciplinary action. The agency is obligated to report such conviction to the federal grantor within ten (10) days after it receives notice.

D. Employees found to be in violation of drug-free workplace requirements may face disciplinary action up to and including dismissal or may be required to satisfactorily participate in a drug abuse assistance or treatment program.

Feel free to contact your supervisor or the Personnel Cabinet's Kentucky Employee Assistance Program at (502) 564-5788 with any questions concerning this directive.

**STATE AGENCIES' FEDERAL FUNDING SOURCES 2017/2018**  
(As of September 30, 2017)

**STATE AGENCY**

**FEDERAL FUNDING AGENCY**

**General Government Cabinet**

**Department of Agriculture**

U.S. Department of Agriculture  
U.S. Environmental Protection Agency  
U.S. Department of Defense

**Department of Military Affairs**

U.S. Department of Defense  
U.S. Department of Transportation  
U.S. Department of Health & Human Services  
U.S. Department of Homeland Security  
- Federal Emergency Management Agency  
U.S. Department of Justice

**Department for Local Government**

U.S. Department of Housing & Urban Development  
- Appalachian Regional Commission  
- Community Development Block Grant  
- Neighborhood Stabilization Program  
U.S. Department of the Interior  
- Land & Water Conservation Fund  
U.S. Department of Transportation  
- Recreational Trails Program  
Delta Regional Authority

**Council on Postsecondary Education**

U.S. Department of Education  
U.S. Department of Agriculture

**Kentucky Commission on Human Rights**

U.S. Department of Housing & Urban Development  
Equal Employment Opportunity Commission

**Kentucky Infrastructure Authority**

U.S. Environmental Protection Agency

**Kentucky Department of Veterans' Affairs**

U.S. Department of Veterans' Affairs  
U.S. Department of Health & Human Services

**Office of the Governor**

U.S. Department of Defense  
U.S. Department of Education  
U.S. Department of Health & Human Services

**Early Childhood Advisory Council**

U.S. Department of Health & Human Services  
U.S. Department of Education

**Office of Homeland Security**

U.S. Department of Homeland Security

**State Board of Elections**

U.S. Department of Health & Human Services  
- Administration for Children & Families  
- Administration on Developmental Disabilities  
U.S. Election Assistance Commission

**STATE AGENCIES' FEDERAL FUNDING SOURCES 2017/2018**  
(As of September 30, 2017)

**Secretary of State**

U.S. Department of Defense  
- Federal Voting Assistance Program

**Kentucky Communications Network Authority**

U.S. Department of Commerce

**Office of Attorney General**

**Office of Medicaid Fraud & Abuse Control**  
**Office of Victims Advocacy**  
**Office of Prosecutors Advisory Council**  
**Office of Child Abuse & Human Trafficking**  
**Prevention and Prosecution**  
**Department of Criminal Investigations**

U.S. Department of Health & Human Services  
U.S. Department of Justice  
U.S. Department of Transportation  
  
U.S. Department of Justice  
U.S. Social Security Administration  
U.S. Executive Office of the President (CFDA  
95.011)

**Transportation Cabinet**

U.S. Department of Defense  
U.S. Department of Homeland Security  
Federal Emergency Management Agency  
U.S. Department of Transportation\*  
- Federal Aviation Administration  
- Federal Highway Administration\*  
- Federal Motor Carrier Safety Administration  
- Federal Railroad Administration  
- Federal Transit Administration  
- National Highway Traffic & Safety  
Administration  
(\*Includes ARRA & Federal Lands Highway)

**Economic Development Cabinet**

U.S. Small Business Administration  
U.S. Department of Treasury

**Finance & Administration Cabinet**

**Kentucky Higher Education Assistance Authority**

U.S. Environmental Protection Agency

**Commonwealth Office of Technology**

U.S. Department of Education

**Department of Revenue**

U.S. Department of Agriculture  
U.S. Department of Commerce  
U.S. Department of Interior  
Tennessee Valley Authority

U.S. Department of Treasury  
- Internal Revenue Service

**STATE AGENCIES' FEDERAL FUNDING SOURCES 2017/2018**  
(As of September 30, 2017)

Office of Employment and Training

U.S. Department of Health & Human Services  
U.S. Department of Labor

**Office of the Secretary**

U.S. Department of Education – RSA  
U.S. Department of Labor

**Kentucky Environmental Education Council**

U.S. Environmental Protection Agency

**Energy & Environment Cabinet**

U.S. Environmental Protection Agency  
U.S. Department of Interior  
U.S. Department of Energy  
U.S. Department of Defense  
U.S. Department of Homeland Security  
U.S. Department of Agriculture  
U.S. Department of Transportation  
U.S. Department of Labor

**Labor Cabinet**

U.S. Department of Labor

**Public Protection Cabinet**

U.S. Department of Justice  
U.S. Department of Health & Human Services

**Cabinet for Health and Family Services**

U.S. Department of Agriculture  
U.S. Department of Health and Human Services  
U.S. Department of Energy  
U.S. Department of Education  
Corporation for National and Community Service  
U.S. Environmental Protection Agency  
U.S. Department of Labor  
U.S. Social Security Administration  
U.S. Department of Justice  
U.S. Department of Defense

**Justice and Public Safety Cabinet**

**Office of the Secretary**

U.S. Department of Justice

**Department of Criminal Justice Training**

U.S. Department of Transportation –  
Governor's Highway Safety Program  
U.S. Department of Health and Human Services –  
Kentucky Prescription Drug Overdose  
Prevention Program

**Department of Corrections**

U.S. Department of Education  
U.S. Department of Health & Human Services  
- Substance Abuse and Mental Health Services  
Administration  
U.S. Department of Justice

**STATE AGENCIES' FEDERAL FUNDING SOURCES 2017/2018**  
(As of September 30, 2017)

**Department of Public Advocacy**

U.S. Department of Health and Human Services  
U.S. Department of Education  
U.S. Social Security Administration  
U.S. Department of Justice

**Department of Juvenile Justice**

U.S. Department of Justice

**Kentucky State Police**

U.S. Department of Agriculture Food and  
Nutrition Service  
U.S. Department of Homeland Security  
U.S. Department of Justice  
U.S. Department of Transportation\*  
U.S. Department of Health & Human Services  
U.S. Executive Office of the President  
- Office of National Drug Control Policy  
U.S. Department of Commerce  
U.S. Department of Treasury  
U.S. Executive Office of the President  
(CFDA#95.001)  
(\*Includes NHTSA, MCSAP & FHWA)

**STATE AGENCIES' FEDERAL FUNDING SOURCES 2017/2018**  
(As of September 30, 2017)

**Tourism, Arts & Heritage Cabinet**

**Department of Fish and Wildlife**

U.S. Department of the Interior  
U.S. Department of Agriculture  
U.S. Department of Homeland Security  
U.S. Department of Defense

**Kentucky Arts Council**

National Endowment for the Arts  
U.S. Department of Agriculture

**Kentucky Heritage Council**

U.S. Department of the Interior  
- National Park Service

**Kentucky Historical Society**

Institute of Museum and Library Services  
National Endowment for the Humanities  
National Archives and Records Administration  
- National Historical Publications and Records  
Commission

**Kentucky Department of Parks**

U.S. Department of Transportation  
- Federal Highway Administration  
U.S. Department of Homeland Security  
Federal Emergency Management Agency  
U.S. Department of the Interior  
- National Park Service

**Education and Workforce Development Cabinet**

**Department of Education**

U.S. Department of Education  
U.S. Department of Health & Human Services  
U.S. Department of Agriculture

**Educational Professional Standards Board**

U.S. Department of Education

**Kentucky Dept. for Libraries & Archives**

Institute for Museum & Library Services  
National Archives and Records Administration  
- National Historical Publications and Records  
Commission

**Kentucky Educational Television (KET)**

U.S. Department of Agriculture

**Department of Workforce Investment**

Office for the Blind

Office of Vocational Rehabilitation

U.S. Department of Education - RSA  
U.S. Department of Health & Human Services  
U.S. Department of Education - RSA

# **Monitoring Schedule and Monitoring Tools**

## 2017-2018 LIHEAP Program Compliance Review Schedule

| <b>FEBRUARY</b>  |                   |
|--|-------------------|
| Blue Grass Community Action Partnership                        | February 6, 2018  |
| Community Action Council – Lexington                           | February 12, 2018 |
| Multi-Purpose Community Action Agency                          | February 23, 2018 |
| Central Kentucky Community Action Council                      | February 26, 2018 |
| <b>MARCH</b>   |                   |
| Audubon Area Community Services                                | March 6, 2018     |
| Community Action of Southern KY                                | March 7, 2018     |
| Northern Kentucky Community Action Commission                  | March 12, 2018    |
| Kentucky River Foothills Development Council                   | March 15, 2018    |
| Daniel Boone Community Action Agency                           | March 19, 2018    |
| KCEOC Community Action Partnership                             | March 20, 2018    |
| <b>APRIL</b>   |                   |
| LKLP Community Action Council                                  | April 3, 2018     |
| Middle Kentucky Community Action Partnership                   | April 4, 2018     |
| Big Sandy Area Community Action Program                        | April 10, 2018    |
| Gateway Community Action Agency                                | April 11, 2018    |
| Northeast Kentucky Community Action Agency                     | April 17, 2018    |
| Licking Valley Community Action Program                        | April 18, 2018    |
| West Kentucky Allied Services                                  | April 24, 2018    |
| Pennyrile Allied Community Services                            | April 25, 2018    |
| Lake Cumberland Community Action Agency                        | April 30, 2018    |
| <b>MAY</b>   |                   |
| Louisville Metro – Office of Resilience and Community Services | May 2, 2018       |
| Tri-County Community Action Agency                             | May 8, 2018       |
| Harlan County Community Action Agency                          | May 14, 2018      |
| Bell-Whitley Community Action Agency                           | May 15, 2018      |



**Low Income Home Energy Assistance Program (LIHEAP)  
2017-2018 Compliance Review  
Section I: Programmatic Review**

**Agency:** \_\_\_\_\_

**Contract Year:** \_\_\_\_\_

**Date of On-Site Visit:** \_\_\_\_\_

**Agency Staff Participating:** \_\_\_\_\_

**CAK Review Staff:** \_\_\_\_\_

**Subcontract Number:** \_\_\_\_\_

|  | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|----------|
| 1. Are there any outstanding corrective action plans from previous LIHEAP monitoring? If yes, please describe and offer a timeline of when they will be completed. |     |    |     |          |
| 2. List each county served, office address, days open, and the LIHEAP office hours for each county office.   |     |    |     |          |
| a. How are the office locations and hours advertised to the public?  |     |    |     |          |
| 3. Who is the Program Director/Coordinator?  |     |    |     |          |
| a. What percentage of time does the Program Director/Coordinator charge directly to the LIHEAP Program?  |     |    |     |          |
| b. Does Program Director/Coordinator have a copy of the current LIHEAP Manual?   |     |    |     |          |
| 4. Who is the Program Financial Manager/Director?  |     |    |     |          |
| a. What percentage of time does the Financial Manager/Director charge directly to the LIHEAP Program?  |     |    |     |          |

|  | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|----------|
| b. Does Program Financial Manager/Director have a copy of the current LIHEAP Manual?   |     |    |     |          |
| 5. Does the agency have written internal management policies and procedures for local program operations that are consistent with agency policies and that comply with the program requirements?<br><u>Provide supporting documentation</u><br>Does the Internal Management Manual include:<br>a. Crowd control? Describe the agency policies and procedures.<br>b. Policies/procedures to assure applicants are served on a first come, first served basis. Describe the agency policies and procedures.<br>c. Procedures for high volume days and the last day of the programs? Describe the agency policies and procedures.<br>d. Process to assure that all applicants for the day are served? Describe the agency policies and procedures.<br>e. Process followed if an applicant is turned away for any reason? Describe the agency policies and procedures; are those applicants given any preference when they return. |     |    |     |          |

|   | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|----------|
| f. Process to assure that persons who are working may apply for LIHEAP. Describe the agency policies and procedures.  |     |    |     |          |
| g. Policies to assure persons who cannot go to the application location may apply for LIHEAP. Describe agency policies and procedures.  |     |    |     |          |
| h. Policies to assure persons who cannot apply on the scheduled date may apply for LIHEAP. Describe the agency policies and procedures.   |     |    |     |          |
| 6. Does each LIHEAP Worker have a copy of the LIHEAP Program Manual and the Agency Internal Management Manual?  |     |    |     |          |
| 7. Did the agency create or modify any CHFS approved forms for either the Subsidy or Crisis Component?<br>a. If so, was prior approval obtained from CAK? Provide supporting documentation.                           |     |    |     |          |
| 8. Describe the agency's procedures for soliciting, accepting, and processing applications from homebound applicants.   |     |    |     |          |
| 9. Describe the process followed to determine the responsibility of home energy costs?<br>a. If the utility bill is not in the name of the LIHEAP applicant, how is the responsibility of home energy costs verified? |     |    |     |          |

|   | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|----------|
| 10. Describe the process followed when one or all of the household members claim zero income. |     |    |     |          |
| 11. Describe the process used to calculate income for:  |     |    |     |          |

|   | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|----------|
| a. Fixed Income   |     |    |     |          |
| b. Irregular Income   |     |    |     |          |
| c. Wages when hours worked are constant   |     |    |     |          |
| d. Wages when hours worked are not constant   |     |    |     |          |
| 12. If a paper application is taken or if the disposition of the application is determined after the initial application, describe the process to provide written notification to the applicant outlining the approval or denial of LHEAP applications. |     |    |     |          |
| Does the notification provide:  |     |    |     |          |
| a. The specific reason for denial   |     |    |     |          |
| b. The name, address, and phone number of a staff person to contact   |     |    |     |          |
| c. Language describing the right to a fair hearing  |     |    |     |          |
| 13. Describe the process to provide the Notice of Appeal Rights to the applicant.   |     |    |     |          |
| a. Is the Notice of Appeal explained to the applicant at the initial application?   |     |    |     |          |
| 14. Does the agency maintain an application log or sign-in sheet? Provide supporting documentation.   |     |    |     |          |
| a. If an application log or sign-in sheet is not maintained, describe how the agency determines the order in which applicants will be served.   |     |    |     |          |

|  | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|----------|
| <p>15. Does the agency use vouchers and/or fax transmittals?</p>   |     |    |     |          |
| <p>a. If vouchers are used, describe the agency's policies and procedures for issuing and paying vouchers, including signature requirements, policies for small tanks, etc.</p>  |     |    |     |          |
| <p>b. If transmittals are used, describe the agency's policies and procedures for issuing and paying vouchers, including signature requirements, policies for small tanks, etc.</p>  |     |    |     |          |
| <p>c. Does the agency use CASTINET or IRIS Vouchers and Transmittals?</p>  |     |    |     |          |
| <p>d. Do vouchers contain the following statement for the consumer's signature "I understand that by my signature, I am accepting the fuel provided and that the fuel is of the correct quantity and quality"? For the vendor's signature "I understand that payment will not be made for this fuel unless the consumer has signed this form, accepting delivery".</p> |     |    |     |          |
| <p>e. Do vouchers and/or fax transmittals include a statement that they will be honored by the agency a maximum of 60 days from the date of the voucher or until May 15, <u>whichever comes first</u>?</p>   |     |    |     |          |

|   |  | YES | NO | N/A | COMMENTS |  |  |  |  |  |  |
|---|--|-----|----|-----|----------|--|--|--|--|--|--|
| f. Describe agency policies and procedures for vouchers/transmittals submitted after the sixty (60) day time frame but before May 15.   |  |     |    |     |          |  |  |  |  |  |  |
| g. Describe the agency policies and procedures for vouchers/transmittals received after May 15.   |  |     |    |     |          |  |  |  |  |  |  |
| 16. Describe the agency's policies and procedures for applicants that are undocumented non-citizens but are parents of eligible children in the household.  |  |     |    |     |          |  |  |  |  |  |  |
| 17. Are job openings for Subsidy and Crisis listed with the Kentucky Department of Employment Services? Provide supporting documentation.   |  |     |    |     |          |  |  |  |  |  |  |
| 18. Describe trainings attended by LIHEAP staff.  |  |     |    |     |          |  |  |  |  |  |  |
| a. List the staff attending, name of training/conference location, and dates.   |  |     |    |     |          |  |  |  |  |  |  |
| b. List the dates that agency staff were trained and staff attending.   |  |     |    |     |          |  |  |  |  |  |  |
| 19. Did the agency request approval in writing from CAK at least 45 days in advance for all out of state travel? Provide supporting documentation which includes a copy of the request to and the approval from CAK. If NO, skip to 20. |  |     |    |     |          |  |  |  |  |  |  |
| Did the agency's written request identify   |  |     |    |     |          |  |  |  |  |  |  |
| a. The individual training  |  |     |    |     |          |  |  |  |  |  |  |
| b. Justification for the travel   |  |     |    |     |          |  |  |  |  |  |  |

|  | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|----------|
| c. How it directly relates to attendee's job duties  |     |    |     |          |
| d. Funding source that will be used for each person's expenses   |     |    |     |          |
| e. Did the agency's approved out of state attendee provide a report and copies of attendee provide a report and copies of conference materials to CAK within seven working days of the conference? Provide supporting documentation.   |     |    |     |          |
| 20. If volunteers are used to assist in program operation, please describe how volunteers are utilized.<br>a. Describe how volunteers are trained.   |     |    |     |          |
| 21. If temporary/seasonal employees are used to assist in program operation, please describe how temporary/seasonal staff are utilized.<br>a. Describe how temporary/seasonal staff are trained.   |     |    |     |          |
| 22. Does the agency have written policy and procedures for the investigation and resolution of consumer complaints? Provide supporting documentation.<br>a. Describe the policies and procedures for investigating and resolving complaints.<br>b. Is a Complaint File maintained for both program components?<br>c. Are complaints recorded on the Complaint Form and include a synopsis of the case and progress made in the resolution? |     |    |     |          |



|   | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|----------|
| d. Describe the steps taken to ensure that complaints are resolved in a timely manner.  |     |    |     |          |
| e. What is the record retention time frame for complaints?  |     |    |     |          |
| f. Provide the total number of complaints and the resolution by county, name, and number.   |     |    |     |          |
| g. Describe the process used to properly maintain and safeguard complain files.   |     |    |     |          |
| 23. Does the agency have written policies and procedures for requesting a hearing and filing an appeal? Provide supporting documentation. |     |    |     |          |
| a. Describe the policies and procedures for requesting a hearing and/or filing an appeal.   |     |    |     |          |
| b. Provide the total number of hearing and/or appeal requests received by county.   |     |    |     |          |
| c. Were requests and disposition of hearings/appeals submitted in writing to CAK? Provide supporting documentation.                       |     |    |     |          |
| 24. Does the agency have written policies and procedures for Confidentiality? Provide supporting documentation.                           |     |    |     |          |
| a. Does it protect the privacy of records containing confidential information?  |     |    |     |          |
| 25. Does the agency have written confidentiality policies for vendors? Provide supporting documentation.                                  |     |    |     |          |

|  | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|----------|
| 26. Does the agency have written policies consistent with KRS 45A.340, Conflicts of Interest of Public Officers and Employees? Provide supporting documentation.     |     |    |     |          |
| 27. Does the agency have written policies consistent with KRS 45A.455, Gratuities and Kickbacks - Use of Confidential Information? Provide supporting documentation. |     |    |     |          |
| 28. Does the agency have written policies regarding lobbying activities to ensure compliance with Section 1352, Title 31, US Code? Provide supporting documentation. |     |    |     |          |
| 29. Does the agency have written policies and procedures regarding Consumer Fraud and Abuse? Provide supporting documentation.                                       |     |    |     |          |
| b. Describe policies and procedures.   |     |    |     |          |
| c. Is a separate Fraud and Abuse File maintained?  |     |    |     |          |
| d. Are on-site visits made when fraud is suspected?  |     |    |     |          |
| e. Is a Fraud and Abuse Report completed on each suspected case?   |     |    |     |          |
| f. Is a copy placed in the case record?  |     |    |     |          |
| g. Is a copy of the initial report and the final report submitted to CAK?  |     |    |     |          |
| 30. Does the agency have written policies and procedures regarding Agency Fraud and Abuse? Provide supporting documentation.   |     |    |     |          |

|  |     |    |     | COMMENTS |
|--|-----|----|-----|----------|
|  | YES | NO | N/A |          |
| a. Are these policies included in the agency's Internal Management Policies and Procedures Manual?   |     |    |     |          |
| b. Describe policies and procedures.   |     |    |     |          |
| 31. Does the agency have written policies certifying the agency is a drug free workplace? Provide support documentation.   |     |    |     |          |
| a. Did the agency publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited from the workplace and the specific actions that will be taken for violation of such prohibition?               |     |    |     |          |
| b. Do policies include the establishment of an on-going drug free awareness program to inform employees of the danger of drug abuse in the workplace; the agency's policy of maintaining a drug free workplace; available drug counseling, rehabilitation, and employee assistance programs? |     |    |     |          |
| c. Provide documentation that employees are aware of drug free workplace policies.   |     |    |     |          |
| 32. Does the agency have written Whistleblower Protection Policies? Provide supporting documentation.  |     |    |     |          |

|   | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|----------|
| 33. Does the agency have non-discrimination policies in place and abide by the KRS 344 Kentucky Civil Rights Act? (non-discrimination because of race, religion, color, national origin, sex, or age)             |     |    |     |          |
| 34. Does the agency have posted in conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination contract?<br>a. Where are they posted? |     |    |     |          |

**Low Income Home Energy Assistance Program (LIHEAP)  
2017-2018 Compliance Review  
Section II: Vendor Information**

Agency: \_\_\_\_\_ Subcontract Number: \_\_\_\_\_  
 Contract Year: \_\_\_\_\_  
 Date of On-Site Visit: \_\_\_\_\_  
 Agency Staff Participating: \_\_\_\_\_  
 CAK Review Staff: \_\_\_\_\_

|  | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|----------|
| 1. Does the agency have written policies and procedures for the procurement of vendors and the vendor selection process? Provide a copy of the policies and procedures.  |     |    |     |          |
| 2. Did the agency's Board of Directors approve the written policies and procedures for the procurement of services and the vendor selection process prior to the solicitation of vendors for the current program year? |     |    |     |          |
| a. When were the policies for the procurement of vendors and the vendor selection process approved by the Board of Directors? Provide supporting documentation.  |     |    |     |          |
| b. Is the Board Statement of Vendor Selection Approval signed, dated, and maintained on file with the agency? Provide supporting documentation.  |     |    |     |          |
| 3. Describe the agency's process for the recruitment/procurement of vendors. Provide copies of newspaper ads that include posting date, etc.   |     |    |     |          |

|  | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|----------|
| <p>b. Was a vendor meeting conducted in each county? Describe the method used to inform vendors of these meetings. Provide supporting documentation.</p>                   |     |    |     |          |
| <p>6. Describe the process used to inform vendors they must provide fuel at the established price. Provide supporting documentation.</p>                                   |     |    |     |          |
| <p>7. Describe the agency's vendor selection process and the procedures followed to be placed on the Approved Vendor List.</p>   |     |    |     |          |
| <p>a. Is the vendor required to provide a price for a specific amount of fuel including any and all delivery charges prior to being placed on an approved vendor list?</p> |     |    |     |          |
| <p>8. Do vendors notify the agency in writing via US mail, fax, or email with changes in pricing?</p>  |     |    |     |          |
| <p>9. Did all vendors sign the Vendor Agreement prior to being placed on the Approved Vendor List? Provide copy of the Approved Vendor List and Vendor Agreements.</p>     |     |    |     |          |
| <p>10. Did all vendors complete and sign appropriate vendor documents, prior to being placed on the Approved Vendor List, that discloses the following:</p>                |     |    |     |          |
| <p>a. Official Name of Vendor</p>  |     |    |     |          |
| <p>b. Business Address of the Vendor</p>   |     |    |     |          |
| <p>c. Set price for delivered fuel, expressed in common units, if applicable</p>   |     |    |     |          |

|   | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|----------|
| <p>13. Each Bulk Fuel Vendor shall be monitored once within a five year period to assure that LIHEAP recipient customers are treated the same as non-LIHEAP customers in terms of service delivery and price. Describe the agency's current plan for monitoring bulk fuel vendors and report the number of vendors, percentage of monitoring completed, and any findings found from those visits.</p> |     |    |     |          |

|  | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|----------|
| c. Describe the agency's pre-registration and application process. This includes the application sites and process, including the appointment and scheduling process, documentation required, and the process followed from the time the applicant walks in the door to their departure. |     |    |     |          |
| d. List the beginning and ending dates for pre-registration.   |     |    |     |          |
| e. On what date were benefits applied?   |     |    |     |          |
| 3. On what date did the Subsidy program begin?   |     |    |     |          |
| a. If the program began before or after the official Subsidy start date, provide a detailed explanation.   |     |    |     |          |
| 4. On what date was the last Subsidy application taken?  |     |    |     |          |
| a. If any applications were taken after the official Subsidy end date, provide the number and a detailed explanation.  |     |    |     |          |
| 5. How many applications were in pending status at the close of business on the official Subsidy end date?   |     |    |     |          |
| a. On what date was the last pending application processed?  |     |    |     |          |
| 6. How many Subsidy applications were taken?   |     |    |     |          |
| 7. How many Subsidy applications were approved?  |     |    |     |          |
| 8. How many Subsidy applications were denied? (Excluding applications that were voided.)   |     |    |     |          |



**Low Income Home Energy Assistance Program (LIHEAP)  
2017-2018 Compliance Review  
Section IV: Crisis Component**

Agency: \_\_\_\_\_ Subcontract Number: \_\_\_\_\_  
 Contract Year: \_\_\_\_\_  
 Date of On-Site Visit: \_\_\_\_\_  
 Agency Staff Participating: \_\_\_\_\_  
 CAK Review Staff: \_\_\_\_\_

|   | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|----------|
| 1. Did agency perform a local area fuel price survey for each bulk fuel type prior to the opening of the Crisis component? Provide supporting documentation.  |     |    |     |          |
| a. On what date was the survey conducted?   |     |    |     |          |
| b. Describe the process followed to conduct the survey.   |     |    |     |          |
| c. Was a fair and reasonable price for fuel established? Describe the methodology used to determine a fair and reasonable price.  |     |    |     |          |
| 2. Describe outreach activities designed to assure that eligible households, especially elderly and/or disabled individuals and families with children under the age of six, are made aware of the Crisis component. Provide supporting documentation for newspaper ads, etc. |     |    |     |          |
| a. Did advertising include office hours and locations?  |     |    |     |          |

|   | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|----------|
| <p>10. Describe the agency's policies and procedures for taking applications for the Crisis component. Include the applicant process, documentation required, appointments and scheduling process, and the process followed from the time the applicant walks in the door to their departure</p>  |     |    |     |          |
| <p>11. Describe the agency's process to determine when a household is in a home heating crisis situation for the following:</p>   |     |    |     |          |
| <p>a. Bulk Fuel</p>   |     |    |     |          |
| <p>b. Metered Utility</p>   |     |    |     |          |
| <p>c. Heating costs are an undesignated portion of rent</p>   |     |    |     |          |
| <p>d. Pre-Pay Electric</p>  |     |    |     |          |
| <p>12. Describe the agency's process to determine the minimum amount necessary to alleviate the heating crisis.</p>   |     |    |     |          |
| <p>13. Describe the agency's process to ensure that families approved for the Crisis component are provided energy assistance benefits within eighteen (18) hours of being determined eligible if the household is in a life threatening situation and within forty-eight (48) hours if the household is not in a life threatening situation as defined in the LHEAP manual</p> |     |    |     |          |
| <p>14. Did the agency purchase bulk supplies of fuel, blankets, or space heaters? If NO, skip to 16.</p>  |     |    |     |          |
| <p>a. Describe agency policies and procedures for purchasing bulk supplies of fuel, blankets, or space heaters.</p>   |     |    |     |          |

**Low Income Home Energy Assistance Program (LIHEAP)  
2017-2018 Compliance Review  
Section V: Certificate of Financial Need**

Agency: \_\_\_\_\_ Subcontract Number: \_\_\_\_\_  
 Contract Year: \_\_\_\_\_  
 Date of On-Site Visit: \_\_\_\_\_  
 Agency Staff Participating: \_\_\_\_\_  
 CAK Review Staff: \_\_\_\_\_

|  | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|----------|
| 1. Describe the application process for a CFN, including eligibility requirements, documentation required, etc.  |     |    |     |          |
| 2. Describe the agency's Certificate of Financial Need policies and procedures for a thirty (30) day extension of service, including when the bill is not in the name of the LIHEAP applicant. |     |    |     |          |
| a. Are policies consistent with 807 KAR 5:006?   |     |    |     |          |
| b. Provide the county and the number of thirty (30) day extensions issued for each county.   |     |    |     |          |
| 3. Describe the agency's Certificate of Financial Need policies and procedures for a Hardship Reconnection of Service, including when the bill is not in the name of the LIHEAP applicant.     |     |    |     |          |
| a. Are policies consistent with 807 KAR 5:006?   |     |    |     |          |
| b. Provide the county and the number of thirty (30) day extensions issued for each county.   |     |    |     |          |

|  | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|----------|
| <p>b. Was the Audit Engagement Letter for Program Year 2017-2018 provided to CAK and CHFS no later than ninety (90) days prior to the agency's fiscal year end? Provide supporting documentation.</p>  |     |    |     |          |
| <p>c. Was the 2016-2017 Program Year audit provided to CAK and CHFS no later than nine months after the agency's fiscal year end? Provide supporting documentation.</p>  |     |    |     |          |
| <p>5. Does the agency have a written procedure to ensure separation of financial duties?</p>   |     |    |     |          |
| <p>a. Does the agency have separate individuals for authorizing, recording, and the custody of funds? Provide copies of supporting documentation.</p>  |     |    |     |          |
| <p>b. Does the agency have a minimum of two fiscal staff involved with LIHEAP?</p>   |     |    |     |          |
| <p>c. If not, describe how the agency ensures that LIHEAP funds are being appropriately monitored and managed.</p>   |     |    |     |          |
| <p>6. Does the agency have a record retention plan? How long are records kept? Provide supporting documentation.</p>   |     |    |     |          |
| <p>7. Provide documentation of Directors and Officers Liability insurance; workers compensation insurance; employee liability insurance; and other such liability insurance to provide adequate coverage against losses and liabilities.</p> |     |    |     |          |
| <p>8. Did the agency submit invoices to CAK by the designated deadline?</p>  |     |    |     |          |
| <p>9. Does the LIHEAP expenditures reported independently by the agency's fiscal system and CASTINET compare?</p>  |     |    |     |          |

|  | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|----------|
| <p>a. If the agency does not have an indirect cost plan, describe the process of applying shared costs (rent, utilities, water, depreciation, repairs, maintenance, or any cost that is not program specific).</p> |     |    |     |          |
| <p>b. Was CHFS provided a copy of the agency's indirect cost plan? Provide supporting documentation.</p>   |     |    |     |          |
| <p>15. Did the agency make appropriate payments to vendors within three days of receipt of payment from CAK? Provide supporting documentation.</p>   |     |    |     |          |

**Low Income Home Energy Assistance Program (LIHEAP)**  
**2017-2018 Compliance Review**  
**Section VI: Financial**

Agency: \_\_\_\_\_ Subcontract Number: \_\_\_\_\_  
 Contract Year: \_\_\_\_\_  
 Date of On-Site Visit: \_\_\_\_\_  
 Agency Staff Participating: \_\_\_\_\_  
 CAK Review Staff: \_\_\_\_\_

|  | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|----------|
| 1. Provide copies of the <u>first Subsidy invoice</u> and the first <u>Crisis invoice</u> . Copies of supporting documentation for all costs included on the invoice <b>MUST</b> be provided. Supporting documentation includes, but is not limited to: payroll; individual invoices; indirect costs, including procedures for billing, etc. |     |    |     |          |
| 2. Did the agency place advance payment in an interest bearing account? If not verify exemption. Provide supporting documentation.   |     |    |     |          |
| 3. How does the agency ensure that LIHEAP funds are not co-mingled with other state or federal funds and that LIHEAP costs are not charged to other programs?  |     |    |     |          |
| 4. Did the agency expend \$750,000 or more in federal funds?<br>a. Was a 2 CFR Part 200 Subpart F-Audit report completed by an independent auditor, as mandated by CFR 200?  |     |    |     |          |

|   | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|----------|
| b. Was the Audit Engagement Letter for Program Year 2017-2018 provided to CAK and CHFS no later than ninety (90) days prior to the agency's fiscal year end? Provide supporting documentation.  |     |    |     |          |
| c. Was the 2016-2017 Program Year audit provided to CAK and CHFS no later than nine months after the agency's fiscal year end? Provide supporting documentation.  |     |    |     |          |
| 5. Does the agency have a written procedure to ensure separation of financial duties?   |     |    |     |          |
| a. Does the agency have separate individuals for authorizing, recording, and the custody of funds? Provide copies of supporting documentation.  |     |    |     |          |
| b. Does the agency have a minimum of two fiscal staff involved with LIHEAP?   |     |    |     |          |
| c. If not, describe how the agency ensures that LIHEAP funds are being appropriately monitored and managed.   |     |    |     |          |
| 6. Does the agency have a record retention plan? How long are records kept? Provide supporting documentation.   |     |    |     |          |
| 7. Provide documentation of Directors and Officers Liability insurance; workers compensation insurance; employee liability insurance; and other such liability insurance to provide adequate coverage against losses and liabilities. |     |    |     |          |
| 8. Did the agency submit invoices to CAK by the designated deadline?  |     |    |     |          |
| 9. Does the LIHEAP expenditures reported independently by the agency's fiscal system and CASTINET compare?  |     |    |     |          |

|  | YES | NO | N/A | COMMENTS |
|--|-----|----|-----|----------|
| <p>10. Describe the agency's procedures for the reconciliation of CASTINET and the agency's financial records. Provide copies of supporting documentation for the reconciliation of the agency's financial records and CASTINET for the first <b>Subsidy invoice</b> and the first <b>Crisis invoice</b>. The reconciliation of CASTINET and the agency's financial records will be a desk review conducted by CAK Financial Director.</p> |     |    |     |          |
| <p>a. Are records reconciled at least once monthly?</p>  |     |    |     |          |
| <p>b. Are they reviewed by management in a timely manner? Provide supporting documentation.</p>  |     |    |     |          |
| <p>11. Describe the agency's process for vendor billing to assure that all vouchers, fax transmittals, and/or P.O.'s that have been paid have proper documentation and signatures.</p>   |     |    |     |          |
| <p>a. Does the agency have separate individuals that requests and approves payment?</p>  |     |    |     |          |
| <p>12. What is the ratio between salary and fringe?</p>  |     |    |     |          |
| <p>13. Describe the agency's financial policies and procedures if a voucher has been voided.</p>   |     |    |     |          |
| <p>14. Does the agency have an approved indirect cost allocation rate and plan? Provide supporting documentation.</p>  |     |    |     |          |



|   | YES | NO | N/A | COMMENTS |
|---|-----|----|-----|----------|
| a. If the agency does not have an indirect cost plan, describe the process of applying shared costs (rent, utilities, water, depreciation, repairs, maintenance, or any cost that is not program specific). |     |    |     |          |
| b. Was CHFS provided a copy of the agency's indirect cost plan? Provide supporting documentation.   |     |    |     |          |
| 15. Did the agency make appropriate payments to vendors within three days of receipt of payment from CAK? Provide supporting documentation.   |     |    |     |          |

**Kentucky Housing Corporation  
Low Income Home Energy Assistance Program (LIHEAP)  
Weatherization  
FY 2017 Monitoring Tool**

Contract Number: 1600001952

Agency Name: Kentucky Housing Corporation

Monitor(s): \_\_\_\_\_

Date(s) of Monitoring: \_\_\_\_\_

Information Provided by: \_\_\_\_\_

Contact Information: \_\_\_\_\_

(Name and Title)

(Phone Number and Email Address)

| Monitoring Items  | Service Activities |    |     | Documentation/Verification |
|---|--------------------|----|-----|----------------------------|
|   | Yes                | No | N/A |                            |
| 1. Agency operates a weatherization program utilizing LIHEAP funding in accordance with the Department of Energy (DOE) Low Income Weatherization Assistance Program, the Weatherization Program Manual and Annual State Weatherization Plan. 2.00 a |                    |    |     |                            |
| 2. Agency prioritizes as an emergency for service delivery those eligible households containing children identified by the Cabinet as being at risk for removal. 2.00 b   |                    |    |     |                            |
| 3. Agency prioritizes all other households according to procedures contained in the Annual State Weatherization Plan. 2.00 c  |                    |    |     |                            |
| 4. Agency will not use funds and resources provided under this contract to: 2.00 d  |                    |    |     |                            |
| A. Perform services on a building that has been designated for acquisition or clearance by federal, state or local program within twelve (12) months from the date Weatherization of the unit would be scheduled to be completed;                   |                    |    |     |                            |
| B. Perform services on a dwelling unit that has previously received services except:  |                    |    |     |                            |
| 1. Those dwelling units that have been damaged by fire, flood, or act of God, and repair of the damage to those measures previously installed as a service is not paid for by insurance;  |                    |    |     |                            |
| 2. Those units that received services prior to October 1, 1994 may receive further services in accordance with the program guidance; and  |                    |    |     |                            |
| 3. Perform service on dwelling units or buildings under new construction.   |                    |    |     |                            |

## Kentucky Housing Corporation Low Income Home Energy Assistance Program (LIHEAP) Weatherization FY 2017 Monitoring Tool

Agency Name: Kentucky Housing Corporation Contract Number: 1600001952

| Monitoring Items  | Yes        | No        | N/A        | Documentation/Verification        |
|---|------------|-----------|------------|-----------------------------------|
| <b>5.</b> Agency assures professional licenses maintained in accordance with KRS 227A.010-150 for Electric and KRS 198B.650-689 for HVAC, meeting all requirements which include:<br>2.00 E 1-2<br><b>A.</b> Service delivery personnel and private contractors attend all appropriate training; and,<br><b>B.</b> Service delivery personnel, agency staff and private contractors, where applicable, successfully complete and are certified in all trainings and/or certifications identified in the Annual State Weatherization Plan. |            |           |            |                                   |
| <b>6.</b> Agency uses only trained staff or private contractors approved to perform: 2.00 F<br><b>A.</b> Needs assessments;<br><b>B.</b> Install and inspect materials;<br><b>C.</b> Evaluate and repair energy systems; and<br><b>D.</b> Complete post inspection of completed dwellings.  |            |           |            |                                   |
| <b>7.</b> Agency assures services provided to rental unit comply with the Annual State Weatherization Plan. 2.00 G  |            |           |            |                                   |
| <b>8.</b> Agency reimburses the Cabinet for all costs associated for any unit reported as completed under terms of this contract and that has been identified by the Cabinet as not being in compliance with the program guidance's, procedures and material specifications and standards. 2.00 H   |            |           |            |                                   |
| <b>9.</b> Agency assures that all competitive sealed bidding procedures are consistent with the procurement standards in 2 CFR Part 200, 45 CFR 75 and KRS 45A.365. 2.00 I  |            |           |            |                                   |
| <b>10.</b> Agency retains reasonable and allowable administrative costs not to exceed 10% of the total contract. 2.00 J   |            |           |            |                                   |
| <b>11.</b> Agency assists families in achieving a healthful dwelling environment to include:<br>2.01 A<br><b>A.</b> A safe, efficient heating system;   |            |           |            |                                   |
| <b>Monitoring Items</b>   | <b>Yes</b> | <b>No</b> | <b>N/A</b> | <b>Documentation/Verification</b> |

**Kentucky Housing Corporation**  
**Low Income Home Energy Assistance Program (LIHEAP)**  
**Weatherization**  
**FY 2017 Monitoring Tool**

Agency Name: Kentucky Housing Corporation Contract Number: 1600001952

|   |     |    |     |                                   |
|---|-----|----|-----|-----------------------------------|
| <p><b>B.</b> Maximum practicable energy conservation I the dwellings of low-income persons in order to aid those persons least able to afford higher energy cost; and</p> <p><b>C.</b> To conserve energy.</p>  |     |    |     |                                   |
| <p><b>12.</b> Agency assures weatherization activities: 201 B</p> <p><b>A.</b> Increase the energy efficiency of low income eligible dwellings at or below 200% of poverty;</p> <p><b>B.</b> Reduce heating cost; and</p> <p><b>C.</b> Improve the health of the occupant and the safety of the dwellings.</p>                    |     |    |     |                                   |
| <b>Reporting Requirements</b>   |     |    |     |                                   |
| <p><b>13.</b> Agency provides the Cabinet with data for the purpose of completing the LIHEAP estimated Household Report for FY 2015-2016 by August 15, 2016. 2.02</p> <p><b>14.</b> Agency provides the Cabinet with data for the purpose of completing the final LIHEAP estimated Household Report by November 1, 2016. 2.02</p> |     |    |     |                                   |
| <p><b>15.</b> The data includes: 2.02</p> <p><b>A.</b> Total number of households assisted;</p> <p><b>B.</b> Total number of households that applied for LIHEAP funded Weatherization, by the following poverty levels:</p>   |     |    |     |                                   |
| <p>1. 0% - 74%;</p> <p>2. 75% - 100%;</p> <p>3. 101% - 125%;</p> <p>4. 126% - 150%; and</p> <p>5. Over 150%.</p>  |     |    |     |                                   |
| <p><b>C.</b> Total number of households assisted with at least one member who is elderly;</p>   |     |    |     |                                   |
| <p><b>D.</b> Total number of households assisted with disabled;</p>   |     |    |     |                                   |
| <p><b>E.</b> Total number of households assisted with young children under six (6);</p>   |     |    |     |                                   |
| <p><b>F.</b> Total number of households assisted with children ages 0-2 years of age; and</p>   |     |    |     |                                   |
| <p><b>G.</b> Total number of households assisted with children ages 3-5 years of age.</p>   |     |    |     |                                   |
| <b>Monitoring Items</b>   | Yes | No | N/A | <b>Documentation/Verification</b> |

**Kentucky Housing Corporation  
 Low Income Home Energy Assistance Program (LIHEAP)  
 Weatherization  
 FY 2017 Monitoring Tool**

Agency Name: Kentucky Housing Corporation Contract Number: 1600001952

|  |  |  |  |  |  |
|--|--|--|--|--|--|
| 16. Agency provides to the Cabinet a written monitoring report, within eight (8) weeks of monitoring any subcontractors, which shall include a description of any problems identified and the corrective actions to be taken. 2.02 |  |  |  |  |  |
| 17. Agency follows up on all corrective actions and reports the resolution to the Cabinet. 2.02  |  |  |  |  |  |
| 18. Agency provides data for the purpose of completing the Half-Year Block Grant Status Report as required by KRS 273.448. 2.02  |  |  |  |  |  |
| 19. Agency provides data for the purpose of completing the LIHEAP Performance Measures Data Form. 2.02   |  |  |  |  |  |
| 20. Agency provides data and reports upon request by the Cabinet pertaining to all programs funded under this contract. 2.02   |  |  |  |  |  |

Comments/Observations

|  |            |           |                               |
|--|------------|-----------|-------------------------------|
| Agency Name  |            |           |                               |
| Date(s) of Review:   |            |           |                               |
| Director of Agency   |            |           |                               |
| Weatherization Director  |            |           |                               |
| Finance Director   |            |           |                               |
| Other Agency Representatives   |            |           |                               |
| Present  |            |           |                               |
| KHC Compliance Representatives   |            |           |                               |
| Present  |            |           |                               |
|  |            |           |                               |
|  | <b>Yes</b> | <b>No</b> | <b>Supporting Information</b> |
| <b>Financial Review</b>  |            |           |                               |
| Does agency utilize a separate line item accounting system or separate bank accounts for various funding sources? (Obtain chart of accounts detailing Weatherization and LIHEAP cost codes or view evidence of separate bank accounts) |            |           |                               |
| List the month of the invoice being reviewed   |            |           |                               |
| Does the agency use separate budget line items for materials and labor expenditures?   |            |           |                               |
| Does the general ledger report for the month support the dollar amounts billed?  |            |           |                               |
| Are receipts and or other supporting documentation provided for the expenditures listed on the monthly expenditure report?   |            |           |                               |
| Do Personnel Activity Reports (PARs) support the labor and program support hours billed?   |            |           |                               |
| Do PARs contain detail of service provided?  |            |           |                               |

|  |            |           |                               |
|--|------------|-----------|-------------------------------|
| Agency Name  |            |           |                               |
| Date(s) of Review:   |            |           |                               |
| Director of Agency   |            |           |                               |
| Weatherization Director  |            |           |                               |
| Finance Director   |            |           |                               |
| Other Agency Representatives   |            |           |                               |
| Present  |            |           |                               |
| KHC Compliance Representatives   |            |           |                               |
| Present  |            |           |                               |
| Are labor hours recorded on the Personnel Activity Reports traceable to a specific client?   |            |           |                               |
| Does this agency leverage a DSM program with the weatherization program funds?   |            |           |                               |
| If yes, were materials for the DSM program purchased with separate funds?  |            |           |                               |
| <b>Service Provision</b>   |            |           |                               |
| What is the agency's process for serving referrals from the cabinet? (WX subcontract, Duties of the Service Provider, item 8; State Plan, V.3)   |            |           |                               |
| List the number of eligible households that have been served in which there are children who have been identified by the Cabinet for Health and Family Services as being at risk for removal. Did agency adhere to policies and procedures in providing service? (WX subcontract, Duties of the Service Provider, item 8; State Plan, V.3) |            |           |                               |
| Does the agency make approvals no more than once per month and no less than once every six months? (WX subcontract, Duties of the Service Provider, item 2; State Plan, V)   |            |           |                               |
|  | <b>Yes</b> | <b>No</b> | <b>Supporting Information</b> |

|   |     |    |                        |
|---|-----|----|------------------------|
| Agency Name   |     |    |                        |
| Date(s) of Review:  |     |    |                        |
| Director of Agency  |     |    |                        |
| Weatherization Director   |     |    |                        |
| Finance Director  |     |    |                        |
| Other Agency Representatives  |     |    |                        |
| Present   |     |    |                        |
| KHC Compliance Representatives  |     |    |                        |
| Present   |     |    |                        |
|   | Yes | No | Supporting Information |
| Does this agency prioritize by individual county or by one list for the entire service area? (State Plan, section V)  |     |    |                        |
| Were any funds used to perform services on units that have been weatherized since October 1, 1994?  |     |    |                        |
| How does the agency verify this? Does the agency have a process in place by which to search addresses of previously weatherized units? (WX subcontract, Duties of the Service Provider, item 13; State Plan, section V.1.2) |     |    |                        |
| Does the agency solicit, accept, and process applications from homebound applicants? What is their process? (WX Subcontract, Duties of the Service Provider, item 10)   |     |    |                        |
| Does the agency have a written Hazard Communication Program? (WX Manual, Section 13.34)   |     |    |                        |
| <b>Training Requirements</b>  |     |    |                        |
| List the current WX staff   |     |    |                        |
| Is current CPR certification on file for all employees? (WX Subcontract, Duties of the Service Provider, items 18c)   |     |    |                        |





|  |  |  |  |
|--|--|--|--|
| Agency Name  |  |  |  |
| Date(s) of Review:   |  |  |  |
| Director of Agency   |  |  |  |
| Weatherization Director  |  |  |  |
| Finance Director   |  |  |  |
| Other Agency Representatives   |  |  |  |
| Present  |  |  |  |
| KHC Compliance Representatives   |  |  |  |
| Present  |  |  |  |
|  |  |  |  |
| Asbestos training (required for all wx workers) (WX Subcontract, Duties of the Service Provider, items 18, 32; State Plan, section V.7, pg 17) |  |  |  |
| Is ASHRAE training on file for DNEs and crew leaders?  |  |  |  |
| <b>Insurance</b>   |  |  |  |
| Does the agency maintain Directors and Officers Liability Insurance (Errors and Omissions)?  |  |  |  |
| Worker's Comp Insurance?   |  |  |  |
| Employer Liability Insurance?  |  |  |  |
| Pollution Liability coverage (\$500,000)?  |  |  |  |
| \$1,000,000 liability for damage to persons or properties in connection with WX activities? (\$800K for LIHEAP)                                |  |  |  |
| \$1,000,000 for all vehicles purchased with WX funds? (\$800K for LIHEAP)  |  |  |  |
| <b>Fair Housing</b>  |  |  |  |
| Does the agency have a Title VI Coordinator?   |  |  |  |
| Has the agency completed a Title VI Self Survey?   |  |  |  |



## Approved Contractor List

|   |  |
|---|--|
| <b>Agency Name</b>  |  |
| <b>Date of Review</b>   |  |
| <b>Recruitment Process</b>  |  |
| Does the service provider recruit and advertise for private contractors at least annually? Describe the method and frequency of advertisement used. (Master File, section V.8.1.A.)                             |  |
| <b>Approval Process</b>   |  |
| Type of Contractor  |  |
| Location of Contractor:   |  |
| Did service provider obtain a Weatherization Contractor Application (WX10)? (Master File, section V.8.1, pg 42)   |  |
| Date WX10 submitted:  |  |
| Did service provider obtain, sign and retain the Non-Financial Agreement (WX12)? (Master File, section V.8.1., pg 42)   |  |
| Did service provider review the WX10 and verify in writing all information using the Contractors Work Reference (WX11)? (Master File, section V.8.1., pg 42)  |  |
| Contractor's status from the Excluded Parties list within the last 12 months or prior to contract award: (WX Subcontract, Duties of the Service Provider, Purchasing and Procurement, Debarment and Suspension) |  |
| Does the agency have documentation in the file that displays the contractor's non-debarment status? (WX Subcontract, Duties of the Service Provider, Purchasing and Procurement, Debarment and Suspension)      |  |
| Is there a subcontractor hold harmless statement on file for this contractor which indemnifies KHC?   |  |
| <b>Insurance and licensing</b>  |  |
| Does service provider have Certificates of Insurance on file for this contractor?   |  |
| List amount of coverage:  |  |
| Requirements:   |  |



**Approved Contractor List**

# Inventory

|  |                          |                          |                               |
|--|--------------------------|--------------------------|-------------------------------|
| <b>Agency Name</b>   | DBCA                     |                          |                               |
| <b>Date of review</b>  | 6/15/2015                |                          |                               |
|  | <b>Yes</b>               | <b>No</b>                | <b>Supporting Information</b> |
| Does the agency have a written process for inventory control? (LIHEAP contract, Duties of Service Provider, item 48)   | <input type="checkbox"/> | <input type="checkbox"/> |                               |
| Is the inventory stored in a secure area?  | <input type="checkbox"/> | <input type="checkbox"/> |                               |
| Does the written procedure identify the specific staff person(s) responsible for inventory oversight? (LIHEAP contract, Duties of the Service Provider, item 48) | <input type="checkbox"/> | <input type="checkbox"/> |                               |
| Does the written procedure describe the process for purchasing items that will be inventoried? (LIHEAP contract, Duties of the Service Provider, item 48)        | <input type="checkbox"/> | <input type="checkbox"/> |                               |
| Does the written procedure detail who has access to the materials? (LIHEAP contract, Duties of the Service Provider, item 48)                                    | <input type="checkbox"/> | <input type="checkbox"/> |                               |
| Does the written procedure detail the process for the addition of materials into the inventory? (LIHEAP contract, Duties of the Service Provider, item 48)       | <input type="checkbox"/> | <input type="checkbox"/> |                               |
| Does the written procedure detail the process for removing items from the inventory? (LIHEAP contract, Duties of the Service Provider, item 48)                  | <input type="checkbox"/> | <input type="checkbox"/> |                               |
| Can the agency provide inventory control sheets for all materials in stock?  | <input type="checkbox"/> | <input type="checkbox"/> |                               |
| How often is an updated inventory completed?   | <input type="checkbox"/> | <input type="checkbox"/> |                               |
| Does the agency maintain an ongoing record of previous physical inventory counts?  | <input type="checkbox"/> | <input type="checkbox"/> |                               |

# Weatherization Monitoring Tools



## Low Income Energy Assistance Program (LIEEAP) FY 2017 Monitoring Tool-Subcontractors

Agency Name: Community Action Kentucky, Inc.

Contract Number: 1600001953

Monitor(s): \_\_\_\_\_

Date(s) of Monitoring: \_\_\_\_\_

Person(s) Interviewed: \_\_\_\_\_

Contact Information: \_\_\_\_\_

### Community Action KY's Monitoring of Subcontracts

Subcontractor: \_\_\_\_\_

Agency Site: \_\_\_\_\_

Date(s) of Monitoring: \_\_\_\_\_

Monitoring Period (FY): \_\_\_\_\_

Date Monitoring Report Provided to CHFS: \_\_\_\_\_

Name(s) of Staff Conducting Monitoring: \_\_\_\_\_

*Review a minimum of four (4) subcontractors*

| LIEEAP Service Standards  | Standards Met |    |     | Non-Compliance Issue(s) | Issue(s) Resolved |    |     |
|---|---------------|----|-----|-------------------------|-------------------|----|-----|
|   | Yes           | No | N/A |                         | Yes               | No | N/A |
| 1. Program Operation: 1.00 Purpose & Background<br>A. Subsidy Component; and<br>B. Crisis Component                     |               |    |     |                         |                   |    |     |
| 2. Office Locations and Hours 2.00 II.4 A   |               |    |     |                         |                   |    |     |
| 3. Eligibility Determination 2.00 II.4 B  |               |    |     |                         |                   |    |     |
| 4. Homebound Applicants 2.00 II.4 D   |               |    |     |                         |                   |    |     |
| 5. Applicant Disposition Notifications 2.00 II.4 E  |               |    |     |                         |                   |    |     |
| 6. Written grievance process 2.00 II.4 F  |               |    |     |                         |                   |    |     |
| 7. Purchase and Dispersal of Bulk Supplies (if applicable) 2.00 II.4 K  |               |    |     |                         |                   |    |     |
| 8. Issuance of Certificates of Need 2.00 II.4 N   |               |    |     |                         |                   |    |     |
| 9. Outreach Activities 2.00 II.4 P  |               |    |     |                         |                   |    |     |
| 10. Vendor Agreements and Attachments 2.00 II.22  |               |    |     |                         |                   |    |     |
| 11. Selection of vendors for provision of material and services follows procurement standards/guidelines. 2.00 II.5 A-C |               |    |     |                         |                   |    |     |
| 12. Conflict of Interest/Ethics Standards Provisions 2.00 II.6 A-C  |               |    |     |                         |                   |    |     |
| 13. Participation in Training 2.00 II.15 A-D  |               |    |     |                         |                   |    |     |
| 14. Confidentiality 2.00 II.19  |               |    |     |                         |                   |    |     |

## Low Income Energy Assistance Program (LIEAP) FY 2017 Monitoring Tool-Subcontractors

Agency Name: Community Action Kentucky, Inc.

Contract Number: 1600001953

|     | LIEAP Service Standards  | Standards Met |    |     | Non-Compliance Issue(s) | Issue(s) Resolved |    |     |
|-----|--|---------------|----|-----|-------------------------|-------------------|----|-----|
|     |  | Yes           | No | N/A |                         | Yes               | No | N/A |
| 15. | Financial Management 2.00 11.20  |               |    |     |                         |                   |    |     |
| 16. | Ensure LIEAP funds are not placed into an interest bearing account. 2.04 2 D |               |    |     |                         |                   |    |     |

Comments/Observations

**SIGNATORY  
AUTHORITY**



COMMONWEALTH OF KENTUCKY  
OFFICE OF THE GOVERNOR

MATTHEW G. BEVIN  
GOVERNOR

700 CAPITOL AVENUE  
SUITE 100  
FRANKFORT, KY 40601  
(502) 564-2611  
FAX: (502) 564-2517

July 7, 2017

J. Jenelle George, Acting Director  
Office of Community Services  
330 C Street, SW  
Washington, D.C. 20201

Dear Ms. George:

As Governor of the Commonwealth of Kentucky, I delegate authority to the Commissioner of the Department for Community Based Services to serve as the official signatory for the Community Services Block Grant (CSBG) State Plan and Application, the Low Income Home Energy Assistance Program (LIHEAP) State Plan, and associated federal assurances, reports, and other submittals requiring my signature.

This letter also serves as notification that the state administrating agency for CSBG in Kentucky is the Cabinet for Health and Family Services, Department for Community Based Services.

If you have questions regarding this matter, please contact Krista Quarles at (502) 564-3440.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew G. Bevin".

Matthew G. Bevin  
Governor

# **Benefit Matrix**

LIHEAP Benefit Matrix

*Non-Subsidized Housing*

| Poverty Level | Electric | Natural Gas | Propane | Coal  | Wood  | Fuel Oil |
|---------------|----------|-------------|---------|-------|-------|----------|
| 00 – 33%      | \$182    | \$206       | \$274   | \$182 | \$196 | \$263    |
| 34 – 65%      | \$154    | \$175       | \$241   | \$154 | \$168 | \$228    |
| 66 – 98%      | \$126    | \$143       | \$209   | \$126 | \$140 | \$193    |
| 99 – 130%     | \$98     | \$112       | \$160   | \$98  | \$112 | \$158    |

*Subsidized Housing*

| Poverty Level | Electric | Natural Gas | Propane | Coal | Wood | Fuel Oil |
|---------------|----------|-------------|---------|------|------|----------|
| 00 – 33%      | \$34     | \$39        | \$53    | \$34 | \$36 | \$49     |
| 34 – 65%      | \$57     | \$64        | \$92    | \$57 | \$62 | \$88     |
| 66 – 98%      | \$74     | \$84        | \$118   | \$74 | \$80 | \$113    |
| 99 – 130%     | \$77     | \$88        | \$122   | \$77 | \$84 | \$116    |

# Contracts

**2018 LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)  
WEATHERIZATION SERVICES AGREEMENT**

**WEATHERIZATION ASSISTANCE**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **Community Action Kentucky, Inc.**, a Kentucky non-profit corporation (“CAK”), and **Kentucky Housing Corporation**, a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky (“KHC”), for services related to the operation of a service program entitled Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance for Low Income Persons, (“the LIHEAP Weatherization Program”) which is fully federally funded through the Low Income Home Energy Assistance Act of 1981 Title XXVI of Public Law 97-35, as amended by Title 45 CFR, Part 96, Subpart H, as amended. The United States Department for Health and Human Services allocates LIHEAP funding to Kentucky through the Kentucky Cabinet for Health and Family Services (“CHFS”), which has entered into an agreement with KHC to administer the LIHEAP program. Pursuant to that agreement, the United States Department of Energy (“DOE”) Low Income Weatherization Assistance Program (“LIWAP”) rules apply to this agreement.

Weatherization activities increase the energy efficiency of low income eligible dwellings at or below 200% of poverty, reduce heating costs, and improve the health and safety of the dwelling. Services include but are not limited to an evaluation of the dwelling, heat systems, and a computerized energy audit. Benefits include but are not limited to repair/replacement of a heating system; testing for gas leaks, carbon monoxide, and other health and safety issues; checking combustible appliances such as stoves, furnaces, and water heaters; installing insulation; refrigerator replacement; sealing air infiltration; installing fire and carbon monoxide detectors, and energy savings devices.

KHC intends to enter into contracts with Service Providers throughout Kentucky to directly perform the weatherization services. Individuals or entities that subcontract with the Service Providers shall be referred to as subcontractors.

In order to most efficiently provide oversight and management of weatherization services provided directly by Service Providers, the parties mutually agree as follows:

**DUTIES OF COMMUNITY ACTION KENTUCKY**

1. In accordance with state and federal law, CAK in coordination with KHC shall be responsible for oversight of performance and services performed by Service Providers who shall operate and perform the work required under the LIHEAP Weatherization Program.
2. CAK shall provide technical assistance and act as a clearing house for information for Service Providers concerned with low income energy issues.
3. CAK shall ensure that Service Providers submit a copy of the draft and final single agency-wide audit reports to CAK for review and that audit resolution procedures are immediately implemented.



CAK shall provide copies of audit, audit findings, audit resolution procedures, and final audit reports to KHC.

4. CAK shall forward necessary documentation to KHC to facilitate KHC's reporting requirements to state and federal agencies. Significant to this responsibility is the data that CAK will administer through the management of the CASTiNET database which ensures timely reporting from field offices.
5. CAK shall provide ongoing assistance to Service Providers and serve as the focal point for information exchange with clients, vendors, and subcontractors through the agency's widely available 800 number and website.
6. CAK shall maintain a toll-free hotline for referral and problem resolution purpose and inform the public of its availability. Costs associated with utilizing the toll-free hotline for LIHEAP Weatherization activities will be an eligible and allocable expense under the administrative fees paid to CAK.
7. CAK shall report in writing all requests for hearings and the disposition of such hearings to the attention of KHC's Weatherization Program.
8. CAK shall, upon request from KHC, provide technical assistance to Service Providers that are underperforming in regard to expenditure of funds or have programmatic or compliance issues, and submit an action plan to KHC detailing how the identified agency will raise their overall performance to meet these thresholds within thirty (30) days. CAK shall evaluate the production capability of the service provider based on money spent and completions.
9. CAK shall provide assistance to Service Providers, who are required to submit one invoice per month to KHC for prior month expenditures.
10. CAK shall, upon request from KHC, provide assistance in review of invoices from Service Providers and assist with follow-up until invoices are in a form which is satisfactory to KHC. Compensation for reviewing invoices will be an eligible and allocable expense within the budget authorized as administrative fees paid to CAK. If the cost of reviewing invoices reaches a level that exceeds the administrative fee budget, CAK and KHC will negotiate additional compensation and/or a reduction in workload.
11. CAK shall participate in and attend Demand Side Management (DSM) collaborative meetings.
12. **CAK** is responsible for receiving and disseminating information contained in all KHC eGrams, via which pertinent information is disseminated. KHC shall not be liable for any professional or financial losses incurred by CAK due to CAK having failed to read or receive KHC eGrams.

## **DUTIES OF KENTUCKY HOUSING CORPORATION**

1. KHC shall be the grant applicant and administrator of the LIHEAP Weatherization Program.
2. KHC shall review and approve monthly invoice reimbursement requests and issue payments to Service Providers. KHC shall provide CAK with copies of draw coversheets and other invoice documentation necessary for CAK to fulfill its roles of Service Provider financial monitoring, performance oversight, auditing and technical assistance.
3. KHC shall provide CAK access to and training on the KY GREEN invoicing system.
4. KHC shall complete compliance monitoring of CAK and the Service Providers, which includes programmatic, fiscal, and contractual activities and evaluate performance.
5. KHC shall account for a complete inventory of equipment purchased with program funds.
6. KHC shall work with the Cabinet for Health and Family Services to comply with all federal terms and conditions of the LIHEAP Weatherization Program.
7. KHC shall prepare and submit reports as required by the Cabinet for Health and Family Services.
8. KHC shall be responsible for identifying expenditures on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget's final guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
9. KHC shall correspond and communicate with the Cabinet for Health and Family Services Representatives.

## **ADMINISTRATIVE FEES**

For payment, CAK may utilize the amount of administrative funds up to and including \$\_\_\_\_\_.00 paid by KHC to CAK under this Agreement. The total amount paid to CAK shall not exceed \$\_\_\_\_\_.00. Any payment by KHC shall be explicitly conditioned upon receipt and approval by KHC of a satisfactory and detailed budget plan. Such plan shall specify CAK's expenditures of administrative funds and technical assistance funds. Failure by CAK to provide KHC with a satisfactory and appropriately detailed budget plan in a timely fashion shall result in nonpayment by KHC.

## **RECORDKEEPING PROVISIONS**

**INSPECTION OF RECORDS:** The parties recognize the duty to maintain records which may be reviewed by the United States Comptroller General or the appropriate Inspector General appointed under Sections 3 or 8G of the Inspector General Act of 1978. The parties further recognize that the United States

Comptroller General may interview any officer or employee of KHC, CAK, or the Service Providers regarding activities funded under the Program.

**RETENTION OF RECORDS:** The parties agree to maintain all records pertaining to this Agreement for a period of not less than three (3) years after all matters pertaining to this Agreement (e.g., audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Agreement).

**AVAILABILITY OF FUNDS:** The parties agree that programs supported with temporary federal funds made available under the Program exist only while such funding is available. The prior weatherization program created under state funding and administered by CAK and KHC shall not be affected by expenditure of the total sum of Program funds.

**SEGREGATION AND TRACEABILITY OF FUNDS:** The parties recognize that Weatherization Program funds may not be comingled with funds from any other source for reasons other than that of making payments for costs allowable under the Program. CAK shall ensure that Generally Accepted Accounting Principles (GAAP) is implemented to fully account for, trace, and report in a timely manner on all Program funds.

#### **PURCHASING AND PROCUREMENT**

**PURCHASING APPROVAL:** The Service Provider shall submit purchase requests to CAK by the tenth (10<sup>th</sup>) day of each month. CAK shall submit purchase requests to KHC by the fifteenth day of each month. KHC shall review and approve or deny purchase requests within thirty (30) days of CAK's request in order to avoid delay in the provision of services.

#### **LEGAL DUTIES AND OBLIGATIONS**

**CIVIL RIGHTS OBLIGATIONS:** All parties shall comply with Title VI of the Civil Rights Act of 1964, (prohibiting race, color and national origin discrimination including language access for persons with limited English proficiency), Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination against persons with a disability), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education, training and employment programs), the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services) and KRS Chapter 344, the Kentucky Civil Rights Act.

**CONFLICT OF INTEREST:** The parties certify that they are legally entitled to enter into this Agreement, and by holding and performing this Agreement will not be violating either any conflict of interest statute, KRS 45A.330-45A.340, 45A.990, KRS 164.390, or KRS 11A.040 of the Executive Branch Code of Ethics. Service Providers will be required to maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts, and shall provide a copy of such written conflict of interest policies to CAK or KHC upon request. No person, employee, agent, consultant, officer, director or elected official or appointed official of a Service Provider who exercises or has exercised any function or responsibilities with respect to activities assisted with DOE Weatherization

program funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a weatherization-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. CAK may seek an exception from KHC to the provisions of this Section on a case-by-case basis when Service Providers present documentation to CAK demonstrating that the exception will serve to further the purposes of the Weatherization Program and the effective and efficient administration of eligible program activities. The documentation provided by the Service Providers shall include an opinion by its attorney that granting such an exception would not violate local, state, or federal law.

**CERTIFICATION OF LOBBYING ACTIVITIES:** CAK shall disclose any lobbying activities in accordance with Section 1352, Title 31, U.S. Code. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

**CONFIDENTIALITY:** CAK certifies that they will comply with the provisions of the Privacy Act of 1974 and instruct their employees to use the same degree of care as they use with their own data to keep confidential information concerning Service Providers, client data, the business of CAK, the subcontractors or private contractors, KHC, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by any party in writing to the other. CAK shall comply with all Federal and State Regulations and Statutes related to confidentiality that are applicable to CAK, including the Health Insurance Portability and Accountability Act ("HIPAA"). CAK shall maintain as confidential any information acquired from the applicants or provided by Service Providers or KHC consistent with the requirements of KRS 194B.060, KRS 205.175 and KRS 205.177.

**GOVERNING LAW AND REGULATIONS:** All questions as to the execution, validity, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

**CONFLICTING STATE AND FEDERAL REQUIREMENTS:** The parties agree that where any requirements of the Commonwealth of Kentucky conflict with requirements imposed on weatherization projects by the Cabinet for Health and Family Services, the federal law shall control. Any apparent

inconsistency between Federal statutes and regulations and awards pursuant to this Agreement must be referred to the KHC Award Administrator for guidance.

**FALSE CLAIMS ACT:** CAK agrees that any individual or entity failing to comply with the applicable state and federal laws governing use of Federal funds by submitting a false claim shall be reported to the applicable authority.

**ENVIRONMENTAL IMPACT REQUIREMENTS:** In accordance with the LIHEAP Weatherization Program, recipients, grantees, and sub grantees will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1980 ("NEPA").

**HISTORIC PRESERVATION:** Prior to the expenditure of any Federal funds to alter any structure or site, recipients, grantees, and sub grantees shall comply with the requirements of Section 106 of the National Historic Preservation Act ("NHPA"), consistent with DOE's 2009 letter of delegation of authority. In order to fulfill the requirements of Section 106, recipients, grantees, and sub grantees must contact the State Historic Preservation Officer ("SHPO"), and, if applicable, the Tribal Historic Preservation Officer ("THPO") to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.neshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>. Section 110(k) of the NHPA applies to federally funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. Recipients will be considered in compliance with Section 106 of the NHPA only after recipients have submitted adequate background documentation, when necessary, to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the recipient that it does not object to its Section 106 finding or determination.

**DATA BREACH:** In the event of a data breach, CAK shall notify KHC in the most expedient manner possible, and without unreasonable delay but in no event later than seventy two (72) hours from the determination of a security breach relating to the data in either CAK's or the Service Provider's possession. CAK agrees to comply with all provisions of KRS 61.931-.934, including that CAK shall implement, maintain, and update security and breach investigation procedures which are appropriate to the nature of the information disclosed, at least as stringent as the security and breach investigations procedures and practices in KRS 61.932(1), and reasonably designed to protect the data from unauthorized access, use, modification, disclosure, manipulation or destruction. In the event of CAK committing an unauthorized disclosure of data listed in KRS 61.931(6)(a) through (f), CAK shall provide to KHC a copy of any and all reports and investigations relating to such investigations or notifications that are required by federal law or regulation.

#### **MANDATORY DOE REQUIREMENTS**

**FEDERAL STEWARDSHIP:** The parties recognize that DOE will exercise normal Federal stewardship in overseeing the project activities performed under this Agreement. These stewardship activities include but are not limited to: conducting site visits, reviewing performance and financial reports, providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which

develop during the Agreement period, assuring compliance with terms and conditions, and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

**PUBLICATIONS:** The parties are encouraged to publish or otherwise make publicly available the results of work conducted under this Agreement. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material based on any project performed under this Agreement. The disclaimer shall state: "This report was prepared as an account of work sponsored by any agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumed any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United State Government or any agency thereof. The views and opinions of the authors expressed herein do not necessarily state or reflect those of the United State Government or any agency thereof."

**DECONTAMINATION AND/OR DECOMMISSIONING COSTS:** The federal government shall not be responsible for or have any obligation to the recipients, grantees, and sub-grantees for (i) Decontamination and/or Decommissioning ("D&D") of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

## **GENERAL TERMS AND CONDITIONS**

**ATTACHMENTS:** Any Attachment(s) as referenced in this Agreement is/are incorporated into this Agreement and is/are binding on all Parties. If an Attachment(s) is/are in conflict with this Agreement and its contract clause(s), this Agreement and its contract clauses shall prevail.

**SEVERABILITY:** It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, if the remainder of the Agreement is capable of performance.

**FORCE MAJEURE:** Nor party shall be liable for public utility performance (e.g., Postal service; telephone; water company) or for the consequence of public utility non-performance. Events or conditions beyond the reasonable control of the parties, such as natural disasters, fires, floods, elements, transportation crashes, or utility failures shall not be construed as non-performance, nor shall reductions be applied as a result of such events. Each party must inform the others in writing with proof of receipt within five (5) business days of the existence of a Force Majeure event or otherwise waive this right as a defense.

**OBLIGATION OF GOOD FAITH:** Each party shall be obligated to act in good faith in the performance and enforcement of its obligations herein, and shall deal fairly, honestly and reasonably with the other parties, having due regard for all relevant facts and circumstances.

**ENFORCEABILITY:** If CAK fails to comply with all applicable federal and state requirements governing the use of LIHEAP funds, KHC may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. KHC agrees that CAK has a right to a hearing regarding any such claimed failure to comply. This provision is in addition to all other remedies available to the parties under applicable state and federal laws. Either party shall have the right to sue under state and federal laws for breach of this Agreement.

**CANCELLATION:** Each party has the right to terminate and cancel this Agreement upon thirty (30) days written notice via registered or certified mail outlining the reasons for cancellation. The non-cancelling party has the right of appeal.

**NOTICES:** Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Agreement shall be in writing. Such notices shall be served upon:

Community Action Kentucky  
101 Burch Court  
Frankfort, KY 40601

Davey King  
Kentucky Housing Corporation  
1231 Louisville Road  
Frankfort, KY 40601

**EFFECTIVE DATE OF AGREEMENT:** The effective date of the Agreement is July 1, 2017. The term of Agreement is for twelve calendar months, up to and including June 30, 2018.

**EXPECTATIONS FOR QUALITY OF WORK:** By signing this Agreement, CAK acknowledges that they understand the expectations for the quality of work to be delivered is to be equal to, and align with, the Kentucky Weatherization Field Guide and the National Renewable Energy Lab (NREL) Standard Work Specifications ("SWS"). Further, CAK acknowledges this verbiage and understanding is to be passed to any subcontractor in practicality and in all written agreements.

BY: \_\_\_\_\_  
Roger McCann, Executive Director  
Community Action Kentucky  
Date \_\_\_\_\_

BY: \_\_\_\_\_  
Davey King, Managing Director HCA  
Date \_\_\_\_\_

Kentucky Housing Corporation



**2018 LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)  
WEATHERIZATION GRANT AGREEMENT**

PROJECT NUMBER: LH18-\_\_-\_\_

AGREEMENT: LHWX-\_\_

**WEATHERIZATION ASSISTANCE**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between **Kentucky Housing Corporation**, a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky (“KHC”), and \_\_\_\_\_, a \_\_\_\_\_ (“Service Provider”), for the operation of a service program entitled Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance for Low Income Persons, (“the LIHEAP Weatherization Program”) which is fully federally funded through the Low Income Home Energy Assistance Act of 1981 Title XXVI of Public Law 97-35, as amended by Title 45 CFR, Part 96, Subpart H, as amended. The United States Department for Health and Human Services allocates LIHEAP funding to Kentucky through the Kentucky Cabinet for Health and Family Services (“CHFS”), which has entered into an agreement with KHC to administer the LIHEAP program. Pursuant to that agreement, the United States Department of Energy (“DOE”) Low Income Weatherization Assistance Program (“LIWAP”) rules apply to this agreement.

Weatherization activities increase the energy efficiency of low income eligible dwellings at or below 200% of poverty, reduce heating costs, and improve the health and safety of the dwelling. Services include but are not limited to an evaluation of the dwelling, heat systems, and a computerized energy audit. Benefits include but are not limited to repair/replacement of a heating system; testing for gas leaks, carbon monoxide, and other health and safety issues; checking combustible appliances such as stoves, furnaces, and water heaters; installing insulation; refrigerator replacement; sealing air infiltration; installing fire and carbon monoxide detectors, and energy savings devices.

KHC has entered into an agreement with Community Action Kentucky, Inc. to assist in providing oversight of performance and services performed by Service Provider.

Individuals or entities that subcontract with the Service Provider shall be referred to as subcontractors.

In order to most efficiently provide weatherization services, the parties mutually agree as follows:

**DUTIES OF SERVICE PROVIDER**

1. Service Provider shall assist families in achieving a healthful dwelling environment to include a safe, efficient heating system and maximum practicable energy conservation in the dwellings of low-income persons in order to aid those persons least able to afford higher energy cost and to conserve energy.
2. Service Provider shall prioritize as an emergency for service delivery those eligible households containing children identified by the Cabinet as being at risk for removal.
3. Service Provider shall prioritize all other households according to procedures contained in the Annual State Weatherization Plan.
4. Service Provider shall operate the LIHEAP Weatherization Program in accordance with the budget agreed upon by CAK and KHC.

5. Service Provider shall provide CAK and KHC with a weatherization budget. Service Provider shall request written approval from KHC by email at [wxinvoice@kyhousing.org](mailto:wxinvoice@kyhousing.org), with a copy to CAK at [wxinvoice@capky.org](mailto:wxinvoice@capky.org), for any variation in cost category totals as reflected in its total budget. If Service Provider will exceed the allocation in a budget category, the Service Provider shall submit a budget modification to KHC by email at [wxinvoice@kyhousing.org](mailto:wxinvoice@kyhousing.org), with a copy to CAK at [wxinvoice@capky.org](mailto:wxinvoice@capky.org), for review and approval. A copy of the KHC approval shall also be submitted to CAK. No more than one modification per quarter will be accepted by KHC. Additional budget modifications may be approved for submission by KHC.
6. Service Provider shall adhere to procedures and eligibility guidelines contained in the most recent version of KHC's Kentucky Weatherization Program Manual for the Regular Weatherization Program, Kentucky Weatherization Program Field Guide, the approved State Plans, and any program and/or financial guidance issued by the Department of Energy (DOE), Finance and Administration Cabinet (FAC), KHC, or CAK.
7. Service Provider shall ensure that weatherization activities increase the energy efficiency of low income eligible dwellings at or below 200% of poverty, reduce heating costs, and improve the health of the occupant and the safety of the dwellings.
8. Service Provider shall obtain and maintain all necessary and appropriate licenses, registrations, and certifications required for performance under this Agreement and provide copies upon request to CAK or KHC.
9. Service Provider shall ensure that employees, subcontractors and subcontractor employees obtain and maintain all necessary and appropriate licenses, registrations, and certifications required for performance under this Agreement and provide copies upon request to CAK or KHC.
10. Service Provider shall maintain copies of all employee, subcontractor, and subcontractor employee licenses, registrations, and certifications. Service Provider shall provide copies upon request to CAK or KHC.
11. Service Provider must obtain and maintain verification of subcontractors' approval through [sam.gov](http://sam.gov) and provide copies upon request to CAK or KHC.
12. Service Provider shall maintain in each county a minimum of one (1) office, open and accessible to the public, Monday through Friday excluding legal holidays, to accept applications. If a Service Provider believes that maintaining such an office is not possible, the Service Provider shall submit a request for an exception to this requirement to CAK for consideration. The request must explain why the Service Provider is not able to deliver the service and propose alternative solutions to ensure appropriate client outreach.
13. Service Provider shall evaluate and determine eligibility for all households as prescribed in the Program Year FFY2017 Regular State Plan, Plan Summary, and the WAP Manuals.
14. Service Provider shall solicit, accept, and process applications from homebound applicants.
15. Service Provider shall provide written notification to the applicant outlining the disposition of WAP applications. All notices shall contain the name, address, and phone number of a staff person and detail the right to a fair hearing.

16. Service Provider shall provide a written grievance process and right to appeal in a fair and timely manner.
17. Service Provider shall not use funds and resources provided under this Agreement to:
  - a. Perform services on a building that has been designated for acquisition or clearance by federal, state, or local programs within twelve (12) months from the date weatherization of the unit would be scheduled to be completed;
  - b. Perform services on a dwelling unit that has previously received services except:
    - 1) Those dwelling units that have been damaged by fire, flood, or act of God, and repair of the damage to those measures previously installed as a service is not paid for by insurance;
    - 2) Those units that received services prior to October 1, 1994, may receive further services in accordance with the program;
    - 3) Perform services on dwelling units or buildings under new construction. New construction shall be defined so as to exclude householder repairs or remodeling on an existing building.
  - c. Carry out activities that are not a bona fide component of the Program if such use will interfere with work being conducted on the project for which these resources were originally acquired. First preference of such other use shall be given to other projects for which LIHEAP funds were used to finance the equipment, materials or other resources; second preference shall be given to projects sponsored by other Federal awarding agencies.
  - d. Pay for any service, equipment, or employment which does not have its express and direct purpose the weatherization of dwelling units. Included within this prohibition is using any weatherization funds and resources to pay for legal services for litigation or for the purpose of preparing or considering litigation against any agency, including CAK and KHC.
18. Service Provider shall maintain an average regular weatherization cost per dwelling for materials, labor and program support of no more than \$7,262 for LIHEAP PY18.
19. Service Provider shall ensure the amount of administrative funds requested shall not exceed the percentage of program operation funds drawn to date, compared to the total agency allocation.
20. Service Provider shall maintain a minimum annual average of thirty percent (30%) or greater of all expenditures for installed materials.
21. Service Provider shall adhere to and maintain documentation of training requirements specified by CAK and KHC which include:
  - a. Provide that new service delivery personnel and private contractors be scheduled to attend training arranged by or approved by CAK and KHC. KHC will ensure that local training is available promptly to all new personnel within a reasonable time frame determined by KHC. Temporary Work permits will be available where timely training for otherwise qualified individuals are not available;

- b. Ensure that existing staff and previously employed private contractors will operate under automatic temporary permits as issued by KHC, if KHC determines that such permits are necessary. KHC will evaluate training needs and employee qualifications and will provide training required in a manner that does not conflict with the ongoing weatherization;
  - c. Ensure all staff, subcontractors, and subcontractor employees successfully complete a basic First Aid/CPR course and maintains a current First Aid/CPR certification.
22. Service Provider shall use only trained staff or private contractors qualified to perform dwelling needs assessments, install and inspect materials, evaluate and repair energy systems, and complete post inspection of completed dwellings.
  23. Service Provider shall ensure that all tasks performed on client homes meet the applicable specifications, objectives and desired outcomes outlined in the Standard Work Specifications for Home Energy Upgrades (SWS) and Weatherization Program Notice (WPN) 14-4. By signing this Agreement, the signatory acknowledges they have read and understand the expectations for work quality.
  24. Service Provider shall ensure that the language in Item 23 immediately above is incorporated into and flows through any and all sub-agreements and ensure that all subcontractors comply with these requirements.
  25. If Service Provider provides weatherization services to a building containing rental units, such services shall meet the requirements of 10 CFR Section 440.22 and the State Weatherization plans.
  26. Service Provider shall utilize the CASTiNET Reporting System for Federal and State reporting purposes.
  27. Service Provider shall utilize electronic reporting to the extent possible for all Weatherization Program activity under the terms of this Agreement.
  28. Service Provider shall permit prompt access by CAK, KHC, CHFS, FAC, the Auditor of Public Accounts, or any of their duly authorized representatives to any Service Provider's books, documents, papers, records, or other information pertinent to this Agreement for the purpose of financial audit or monitoring review.
  29. Service Provider shall submit data and reports to CAK and KHC when requested. Reports shall be submitted in a format compatible with KHC's reporting requirements so that the data may be used to meet state and federal reporting standards. All reports shall be submitted electronically or as otherwise directed by CAK and KHC.
  30. Service Provider shall submit a copy of the draft and final single agency-wide audit reports, audit findings, and audit resolution procedures to CAK for review, and ensure that audit resolution procedures are immediately implemented.
  31. Service Provider shall report in writing to CAK all requests for hearing and the disposition of such hearings.
  32. Service Provider shall submit one invoice per month to KHC by email at [wxinvoice@kyhousing.org](mailto:wxinvoice@kyhousing.org) for prior month expenditures with a copy to CAK at [wxinvoice@capky.org](mailto:wxinvoice@capky.org). At no time should more than 60 days elapse between submissions of

invoices. If KHC requests corrections to the invoice, a copy of corrected invoices shall be submitted to KHC by email at [wxinvoice@kyhousing.org](mailto:wxinvoice@kyhousing.org) with a copy to CAK at [wxinvoice@capky.org](mailto:wxinvoice@capky.org). This shall include, but not be limited to, submission of an electronic copy of the invoice, all Completed Dwelling Reports, Section 106 Historic Preservation Review documentation, and additional documentation as required. KHC approval for invoices will be contingent on a thorough review of all support documentation submitted and reconciliation of costs back to the invoice. Where KHC identifies a significant difference in program operations costs requested on the invoice and the total of such costs on the Completed Dwelling Reports, or any costs not justified by proper supporting documentation, KHC may deny these costs until acceptable justification is submitted to KHC and CAK.

33. Service Provider shall submit year-end invoice to KHC by email at [wxinvoice@kyhousing.org](mailto:wxinvoice@kyhousing.org), with a copy to CAK at [wxinvoice@capky.org](mailto:wxinvoice@capky.org), on a date that will be determined by KHC for LIHEAP PY17 LIHEAP Weatherization Program, or as otherwise determined by KHC or CHFS and marked "final".
34. Service Provider shall, upon request, submit supporting documentation to CAK and KHC for all travel, liability insurance, pollution insurance, subcontracts, and equipment.
35. Service Provider shall conduct outreach activities to assure that eligible households, especially households with elderly and/or disabled individuals and families with children under the age of six (6) years old, are made aware of the assistance available under this Agreement. Service Provider shall submit all new outreach materials to KHC for approval prior to dissemination with a copy to CAK. A copy of KHC approval shall also be submitted to CAK.
36. Service Provider shall ensure that any individual in the employ of the Service Provider or subcontractors and subcontractors employees must not be prohibited or debarred from providing services or participating in any state or federal government program, including KHC's Suspension and Debarment Policy. In the event of any such prohibition or debarment, the Service Provider shall immediately notify CAK.
37. Service Provider shall ensure all personnel, including subcontractors and subcontractor employees, performing tasks on any and all weatherization work sites shall have participated in Lead Safe Work Practices (LSWP) training, complete Energy Related Mold and Moisture-Impacts for Weatherization training and any other trainings designated by CAK or KHC.
38. Service Provider shall permit and cooperate with all federal or state compliance investigations, including any conducted by KHC.
39. Service Provider shall designate an individual who shall have signatory authority for signing agreements, subcontracts, and other documents in the absence of the Executive Director. The Executive Director shall provide written notice to CAK with the name of the individual(s) designated to sign in the Executive Director's absence.
40. Service Provider shall develop a corrective action plan and submit to KHC if KHC identifies the Service Provider as underperforming regarding expenditure of funds or if Service Provider is identified as having programmatic or compliance issues. The corrective action plan shall identify how the agency will raise overall performance to meet thresholds within thirty (30) days.

Failure of the Service Provider to resolve identified issues may result in either the withholding or loss of funds. KHC may determine that funds allocated to the agency in excess of its performance

capacity may be diverted to an alternative agency. Such reallocation of funds shall be performed to the satisfaction of KHC. When funds are reallocated, Service Provider's vehicles, equipment, and material may be reallocated to the alternative agency as well. Reallocation will be based on projected production capacity above their existing allocations. The parties and CAK shall use reasonable efforts to avoid any underperformance issues so that clients in areas serviced by Service Provider do not lose the ability to access weatherization services.

41. Service Provider shall provide CAK with a copy of all requests submitted to KHC and a copy of KHC response or approval upon receipt.
42. Service Provider shall ensure that Generally Accepted Accounting Principles (GAAP) are implemented to fully account for, trace, and report in a timely manner on all Program funds.
43. Service Provider shall ensure that the Service Provider and its subcontractors are in compliance with the insurance coverage requirements described in this Agreement and in the most current Weatherization Program Manual and maintains current copies of Certificates of Insurance for all required insurance coverage at their primary office location.
44. **Service Provider** is responsible for receiving and disseminating information contained in all KHC eGrams, via which pertinent information is disseminated. KHC shall not be liable for any professional or financial losses incurred by Service Provider due to Service Provider having failed to read or receive KHC eGrams.
- 45.

#### **DUTIES OF KENTUCKY HOUSING CORPORATION**

1. KHC shall be the grant applicant and administrator of the LIHEAP Weatherization Program.
2. KHC shall review and approve monthly invoice reimbursement requests and issue payments to Service Provider.
3. KHC shall complete compliance monitoring of CAK and the Service Provider, which includes programmatic, fiscal, and contractual activities and evaluate performance.
4. KHC shall account for a complete inventory of equipment purchased with program funds.
5. KHC shall work with the Cabinet for Health and Family Services to comply with all federal terms and conditions of the LIHEAP Weatherization Program.
6. KHC shall prepare and submit reports as required by the Cabinet for Health and Family Services.
7. KHC shall be responsible for identifying expenditures on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget's final guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. KHC shall correspond and communicate with the Cabinet for Health and Family Services Representatives.

## ALLOCATION TO SERVICE PROVIDER

### LIHEAP WEATHERIZATION PROGRAM:

|                     |                 |
|---------------------|-----------------|
| Admin               | \$ _____        |
| Program Operations  | \$ _____        |
| Health & Safety     | \$ _____        |
| Liability Insurance | \$ _____        |
| <b>TOTAL</b>        | <b>\$ _____</b> |

**Individual allocation realignments approved by KHC that do not affect the total allocation will not require a modification to this Agreement.**

## RECORDKEEPING PROVISIONS

**INSPECTION OF RECORDS:** The parties recognize the duty to maintain records which may be reviewed by the United States Comptroller General or the appropriate Inspector General appointed under Sections 3 or 8G of the Inspector General Act of 1978. The parties further recognize that the United States Comptroller General may interview any officer or employee of KHC, CAK, or the Service Provider regarding activities funded under the Program.

**RETENTION OF RECORDS:** The parties agree to maintain all records pertaining to this Agreement for a period of not less than three (3) years after all matters pertaining to this Agreement (e.g., audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Agreement).

**AVAILABILITY OF FUNDS:** The parties agree that programs supported with temporary federal funds made available under the Program exist only while such funding is available. The prior weatherization program created under state funding and administered by CAK and KHC shall not be affected by expenditure of the total sum of Program funds.

**SEGREGATION AND TRACEABILITY OF FUNDS:** The parties recognize that Weatherization Program funds may not be comingled with funds from any other source for reasons other than that of making payments for costs allowable under the Program. Service Provider shall ensure that Generally Accepted Accounting Principles (GAAP) is implemented to fully account for, trace, and report in a timely manner on all Program funds.

## INSURANCE AND LIABILITY

**INSURANCE:** During the term of this Agreement, Service Provider shall maintain directors' and officers' liability insurance, workers' compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions in the performance of this Agreement. Specific minimum insurance coverages for Service Provider shall be a) \$1,000,000 for liability insurance to cover any damage to persons

or property in connection with weatherization activities performed; b) \$1,000,000 for comprehensive coverage on all vehicles purchased with weatherization funds; and c) \$500,000 for pollution liability which includes legal, medical, and cleanup costs to cover pollutants which may be disturbed during weatherization activities. Service Provider shall require subcontractors to maintain worker's compensation and minimum general liability coverages as provided in the most current Weatherization Program Manual.

To the extent any Service Provider or any subcontractor is not self-insured, each shall name CAK and KHC as an additional insured on any policy of coverage, with the exception of the workers compensation and any reinsurance. Notice of coverage shall be sent in writing to the attention of the Weatherization Program to:

Community Action Kentucky  
101 Burch Court  
Frankfort, KY 40601

And

Kentucky Housing Corporation  
1231 Louisville Road  
Frankfort, KY 40601

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to CAK and KHC.

CAK and KHC shall be notified within five (5) business days of any cancellation or interruption of insurance coverage. If insurance coverage expires at any time during the term of this Agreement, the Service Provider or subcontractor shall promptly provide a new Certificate of Insurance evidencing coverage as required herein for not less than the remainder of the term of this Agreement.

**TRANSFER OF LIABILITY:** Service Provider shall ensure that any liability for equipment and vehicles received pursuant to this Agreement is transferred to the agency or entity receiving such equipment and vehicles.

**INDEMNIFICATION:** Service Provider and Subcontractors shall indemnify and hold CAK and KHC harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges, and expenses, including reasonable attorney fees, which may be imposed upon or incurred by CAK and KHC as a result of the Service Provider's or subcontractor's breach of this Agreement.

**REIMBURSEMENT:** The Service Provider or subcontractor shall reimburse CAK and KHC for all costs associated for any unit reported as completed under terms of this Agreement and that has been identified by CAK or KHC as not being in material compliance with program guidance, procedures, and material specifications and standards. The Service Provider or subcontractor will be given a reasonable period of time under the circumstances, up to thirty days, to repair the project in order to bring it into compliance with the contractual terms. Failure to make such reasonable and necessary repair may result in a demand for reimbursement.

**HOLD HARMLESS:** The Service Provider or Subcontractor shall hold CAK and KHC harmless and indemnify CAK and KHC for any harm, damages, claims, expenses, penalties, or interest which results from the Service Provider's or subcontractor's performance of weatherization services.

## **PURCHASING AND PROCUREMENT**



**PURCHASING APPROVAL:** The Service Provider shall submit purchase requests to CAK by the tenth (10<sup>th</sup>) day of each month. CAK shall submit purchase requests to KHC by the fifteenth day of each month. KHC shall review and approve or deny purchase requests within thirty (30) days of CAK's request in order to avoid delay in the provision of services.

**PURCHASING AUTHORITY:** While certain expenditures require prior authorization by KHC, Service Provider are permitted to use Regular weatherization funds to purchase the following without prior approval as long as the purchase is made in compliance with KHC's Procurement Manual requirements: each equipment item costing less than five thousand dollars (\$5,000), and all materials and supplies as described in the Kentucky Weatherization Field Guide. All materials purchased shall be used in weatherization projects. All vehicles and equipment will be the property of the Service Provider, who will assume responsibility and liability of such vehicles and equipment. All equipment will be tagged and inventoried by KHC, with the Service Provider reporting to CAK the use and location of this equipment.

#### **PROCUREMENT REQUIREMENTS:**

Service Provider shall:

1. Follow KHC's Procurement Manual. Any Agreement found to be in material violation of KHC procurement standards may be determined to be void.
2. Not split purchasing of items to avoid or circumvent procurement requirements.
3. Obtain prior approval from KHC for purchases of vehicles and equipment in amounts over five thousand dollars (\$5,000). Requests for approval shall be promptly reviewed and answered by KHC, within not more than thirty (30) days of receipt thereof;
4. Use bulk purchasing methods for vehicles, equipment, and weatherization project materials when such methods are fiscally sound.

The parties recognize that Weatherization Program purchasing requirements may change during the course of this Agreement and that modifications will be addressed as needed.

**SURPLUS:** All Service Provider owned property and supplies valued at over five thousand dollars (\$5,000) and no longer needed for weatherization services may be declared surplus and disposed of upon prior approval from KHC. All computer equipment shall be sanitized prior to disposal.

**LOCAL PURCHASE OF EQUIPMENT, SUPPLIES AND MATERIALS:** Where possible and not cost-prohibitive, Service Provider agree that supplies, equipment and materials less than \$1,000 should be purchased locally.

**GREEN AND ENVIRONMENTALLY FRIENDLY MATERIALS AND CONSTRUCTION TECHNIQUES:** The parties agree that where fiscally possible, the Service Provider and subcontractors will attempt to use "green" or environmentally friendly materials and construction techniques, as such become available.

**BIDDING:** The parties agree that all bidding and procurement procedures are consistent with federal procurement standards, including those established in the Office of Management and Budget's final guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards, 45 CFR 74 or 92, KRS 45A.365, and as further required by KHC. Any Agreement found to be in material violation of these procurement codes shall be voidable.

**DEBARMENT AND SUSPENSION:** Service Provider shall not enter into any contract with any parties debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities, and adhere to all debarment and suspension requirements under federal law, and shall check with the federal General Services Administration listing of debarred, suspending or otherwise prohibited contractors (at SAM.gov) before entering into any contract. In addition, Service Provider shall consult KHC's suspended and debarred contractor list and shall not hire any contractor on such list.

## **PAYMENT**

**PAYMENT:** Invoices shall be submitted to KHC for payment. KHC will make payments to Service Provider within thirty (30) working days of receipt of an approved invoice or of acceptance of goods and/or services in accordance with KRS 45.453, KRS 45.454, and KRS 44.010.

## **LEGAL DUTIES AND OBLIGATIONS**

**CIVIL RIGHTS OBLIGATIONS:** All parties shall comply with Title VI of the Civil Rights Act of 1964, (prohibiting race, color and national origin discrimination including language access for persons with limited English proficiency), Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination against persons with a disability), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education, training and employment programs), the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services) and KRS Chapter 344, the Kentucky Civil Rights Act.

**CONFLICT OF INTEREST:** The parties certify that they are legally entitled to enter into this Agreement, and by holding and performing this Agreement will not be violating either any conflict of interest statute, KRS 45A.330-45A.340, 45A.990, KRS 164.390, or KRS 11A.040 of the Executive Branch Code of Ethics. Service Provider shall maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts, and shall provide a copy of such written conflict of interest policies to CAK or KHC upon request. No person, employee, agent, consultant, officer, director or elected official or appointed official of a Service Provider who exercises or has exercised any function or responsibilities with respect to activities assisted with DOE Weatherization program funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a weatherization-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. CAK may seek an exception from KHC to the provisions of this Section on a case-by-case basis when Service Provider present documentation to CAK demonstrating that the exception will serve to further the purposes of the Weatherization Program and the effective and efficient administration of eligible program activities. The documentation provided by the Service Provider shall include an opinion by its attorney that granting such an exception would not violate local, state, or federal law.

**CERTIFICATION OF LOBBYING ACTIVITIES:** Service Provider shall disclose any lobbying activities in accordance with Section 1352, Title 31, U.S. Code. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be

included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

**COMPLIANCE WITH FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS:** Service Provider shall obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed pursuant to this Agreement.

**CONFIDENTIALITY:** Service Provider certifies that they will comply with the provisions of the Privacy Act of 1974 and instruct their employees to use the same degree of care as they use with their own data to keep confidential information concerning client data, the business of CAK, the subcontractors or private contractors, KHC, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by any party in writing to the other. Service Provider shall comply with all Federal and State Regulations and Statutes related to confidentiality that are applicable to the Service Provider, including the Health Insurance Portability and Accountability Act ("HIPAA"). Service Provider shall have an appropriate agreement with its subcontractors extending all these confidentiality requirements to all Subcontractors and subcontractors' employees. Service Provider and any subcontractors shall maintain as confidential any information acquired from the applicants or provided by CAK or KHC consistent with the requirements of KRS 194B.060, KRS 205.175 and KRS 205.177. Service Provider and subcontractors shall not release such information to any person, partnership, corporation or association without the written approval of CAK and KHC. Written approval by CAK and KHC is not required for release to state and federal investigatory authorities.

**GOVERNING LAW AND REGULATIONS:** All questions as to the execution, validity, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

**CONFLICTING STATE AND FEDERAL REQUIREMENTS:** The parties agree that where any requirements of the Commonwealth of Kentucky conflict with requirements imposed on weatherization projects by the Cabinet for Health and Family Services, the federal law shall control. Any apparent inconsistency between Federal statutes and regulations and awards pursuant to this Agreement must be referred to the KHC Award Administrator for guidance.

**FALSE CLAIMS ACT:** CAK and the Service Provider agree that any individual or entity failing to comply with the applicable state and federal laws governing use of Federal funds by submitting a false claim shall be reported to the applicable authority.

**ENVIRONMENTAL IMPACT REQUIREMENTS:** In accordance with the LIHEAP Weatherization Program, recipients, grantees, and sub grantees will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1980 ("NEPA").

**HISTORIC PRESERVATION:** Prior to the expenditure of any Federal funds to alter any structure or site, recipients, grantees, and sub grantees shall comply with the requirements of Section 106 of the National Historic Preservation ACT ("NHPA"), consistent with DOE's 2009 letter of delegation of authority. In order to fulfill the requirements of Section 106, recipients, grantees, and sub grantees must contact the State Historic Preservation Officer ("SHPO"), and, if applicable, the Tribal Historic Preservation Officer

("THPO") to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>. Section 110(k) of the NHPA applies to federally funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. Recipients will be considered in compliance with Section 106 of the NHPA only after recipients have submitted adequate background documentation, when necessary, to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the recipient that it does not object to its Section 106 finding or determination.

**DATA BREACH:** In the event of a data breach, the Service Provider shall notify KHC in the most expedient manner possible, and without unreasonable delay but in no event later than seventy two (72) hours from the determination of a security breach relating to the data in either CAK's or the Service Provider's possession. Service Provider agrees to comply with all provisions of KRS 61.931-.934, including that Service Provider shall implement, maintain, and update security and breach investigation procedures which are appropriate to the nature of the information disclosed, at least as stringent as the security and breach investigations procedures and practices in KRS 61.932(1), and reasonably designed to protect the data from unauthorized access, use, modification, disclosure, manipulation or destruction. In the event of the Service Provider committing an unauthorized disclosure of data listed in KRS 61.931(6)(a) through (f), Service Provider shall provide to KHC a copy of any and all reports and investigations relating to such investigations or notifications that are required by federal law or regulation.

#### **MANDATORY DOE REQUIREMENTS**

**FEDERAL STEWARDSHIP:** The parties recognize that DOE will exercise normal Federal stewardship in overseeing the project activities performed under this Agreement. These stewardship activities include but are not limited to: conducting site visits, reviewing performance and financial reports, providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the Agreement period, assuring compliance with terms and conditions, and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

**PUBLICATIONS:** The parties are encouraged to publish or otherwise make publicly available the results of work conducted under this Agreement. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material based on any project performed under this Agreement. The disclaimer shall state: "This report was prepared as an account of work sponsored by any agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumed any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United State Government or any agency thereof. The views and opinions of the authors expressed herein do not necessarily state or reflect those of the United State Government or any agency thereof."

**DECONTAMINATION AND/OR DECOMMISSIONING COSTS:** The federal government shall not be responsible for or have any obligation to the recipients, grantees, and sub-grantees for (i) Decontamination and/or Decommissioning ("D&D") of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

#### **GENERAL TERMS AND CONDITIONS**

**ATTACHMENTS:** Any Attachment(s) as referenced in this Agreement is/are incorporated into this Agreement and is/are binding on all Parties. If an Attachment(s) is/are in conflict with this Agreement and its contract clause(s), this Agreement and its contract clauses shall prevail.

**SEVERABILITY:** It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, if the remainder of the Agreement is capable of performance.

**FORCE MAJEURE:** Nor party shall be liable for public utility performance (e.g., Postal service; telephone; water company) or for the consequence of public utility non-performance. Events or conditions beyond the reasonable control of the parties, such as natural disasters, fires, floods, elements, transportation crashes, or utility failures shall not be construed as non-performance, nor shall reductions be applied as a result of such events. Each party must inform the others in writing with proof of receipt within five (5) business days of the existence of a Force Majeure event or otherwise waive this right as a defense.

**OBLIGATION OF GOOD FAITH:** Each party shall be obligated to act in good faith in the performance and enforcement of its obligations herein, and shall deal fairly, honestly and reasonably with the other parties, having due regard for all relevant facts and circumstances.

**ENFORCEABILITY:** If a Service Provider fails to comply with all applicable federal and state requirements governing the use of LIHEAP funds, KHC may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. KHC agrees that the service provider has a right to a hearing regarding any such claimed failure to comply. This provision is in addition to all other remedies available to the parties under applicable state and federal laws. Either party shall have the right to sue under state and federal laws for breach of this Agreement.

**CANCELLATION:** Every party has the right to terminate and cancel this Agreement upon thirty (30) days written notice via registered or certified mail outlining the reasons for cancellation. The non-cancelling party has the right of appeal.

**NOTICES:** Unless otherwise instructed, all notices, consents, and other communications required or permitted by the Agreement shall be in writing. Such notices shall be served upon:

Davey King  
Kentucky Housing Corporation  
1231 Louisville Road  
Frankfort, KY 40601

Community Action Kentucky  
101 Burch Court  
Frankfort, KY 40601

And shall be served upon the Service Provider at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROVISION OF SERVICES DATES:** As Service Provider is engaged in the ongoing provision of weatherization services, the parties recognize that this service provision should not be interrupted. For this reason, Service Provider may continue such service provision without violating Kentucky law. The parties recognize that the provision of weatherization services is necessary for the health and safety of the citizens of this Commonwealth and that failure to continue such service provision would create an emergency in the Commonwealth.

**EFFECTIVE DATE OF AGREEMENT:** The effective date of the Agreement is July 1, 2017. The term of Agreement is for twelve calendar months, up to and including June 30, 2018.

**EXPECTATIONS FOR QUALITY OF WORK:** By signing this Agreement, Service Provider acknowledges that they understand the expectations for the quality of work to be delivered is to be equal to, and align with, the Kentucky Weatherization Field Guide and the National Renewable Energy Lab (NREL) Standard Work Specifications (“SWS”). Further, Service Provider acknowledges this verbiage and understanding is to be passed to any subcontractor in practicality and in all written agreements.

BY: \_\_\_\_\_  
Davey King, Managing Director HCA  
Kentucky Housing Corporation

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Executive Director  
\_\_\_\_\_

\_\_\_\_\_  
Date