MARIPOSA COUNTY RESOLUTION NO. 83-290

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approve the following document, and Vice-Chairman, GERTRUDE TABER, is hereby authorized to sign same:

EMERGENCY CRISIS INTERVENTION PROGRAM CONTRACT

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 27th day of September, 1983, by the following vote:

AYES: Barrick, Dalton, Moffitt, Taber

NOES: None

ABSENT: Erickson

ABSTAINED: None

GERTRUDE TABER, Vice-Chairman
Mariposa County Board of Supervisors

ATTEST:

/s/ ELLEN BRONSON
ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

By:
LYNN ROBINSON, Assistant County Clerk
September 16, 1983

Dear Contractor:

Enclosed are five copies of your 1983-84 Energy Crisis Intervention Program (ECIP) contract. Please have your duly authorized representative sign ALL copies in original and return them to the following address:

Office of Economic Opportunity
Attention: Contracts Coordination Unit
1600 Ninth Street, Room 340
Sacramento, California 95814

If your agency is governed by a local board of supervisors, please make sure you secure an official board resolution approving the contract and send it with the signed contracts. The resolution will be a prerequisite to the State's approval of the contract.

You will also find a Monthly Report of Expenditures Form (OEO Form 53-B) in each contract copy, indicating what your initial advance payment will be. Please sign one of these forms and return it with the contracts. Without an authorized signature, your advance cannot be released.

As you know, time is of the essence in this matter. We therefore urge you to give this contract priority attention.

Please call the Contracts Coordination Unit at (916) 323-8831 if we can be of assistance to you.

Sincerely,

Al Alforque, Manager
Contracts Coordination Unit

AA:mr
THIS AGREEMENT, made and entered into this 15th day of September, 1983, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

hereafter called the State, and

Office of Economic Opportunity

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

WHEREAS, pursuant to Title XXVI of Public Law 97-35, the Low-Income Home Energy Assistance Act of 1981, the parties hereto agree to provide Energy Crisis Intervention Program (ECIP) assistance to eligible participants throughout the State who certify that they have an emergency weather-related need for heating and/or cooling;

NOW THEREFORE, the parties hereby agree as follows:

1. Amount and Duration of Agreement

   A. The total amount payable by OEO to Contractor shall not exceed $25,914, as specified in Attachment A, Budget, attached hereto and incorporated herein by reference.

   B. The term of this Agreement shall be from October 1, 1983 through September 30, 1984.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.
2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

6. Time is the essence of this agreement.

7. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

9. **Budget Guidelines**

   A. In carrying out the intent of this program, reasonable and necessary costs, as determined by the State, shall be considered eligible for reimbursement.

   A review of Contractor program operations will be made prior to the end of the fourth month of the contract period; this and subsequent reviews will determine the Contractor's demonstrated ability to expend all available funds. An adjustment in the contract amount may be made as a result of the State's review.

   B. Contractor shall be reimbursed under the following guidelines:

      1. **Direct Payments**

      Direct Payments are those actual costs which, subject to OEO's
approval, are incurred to assist clients, including but not limited to costs for the following:

a. Disbursements to eligible households (see Attachment E. Definitions, attached hereto and incorporated herein by reference).

b. Space heaters.

c. Firewood allowance.

d. Emergency repairs to heating and cooling units.

e. Blankets.

f. Tents.

g. Purchasing of generators.

2. Direct Program Services Costs

Direct Program Services Costs are those costs which are directly attributable to the conduct of this Agreement, and which are reasonable and necessary as determined by OEO, for the purpose of delivering direct payments. Examples of allowable direct program service costs are:

a. Pro-rata office space, utilities, equipment rentals and supplies specifically required to carry out the intent of this Agreement.

b. Personnel and operating expenses directly related to the delivery of Contractor's services to clients.

c. Expenses associated with the prevention of duplicate payments.

3. Administrative Overhead

All actual, necessary and reasonable costs incurred by Contractor for non-Direct Payment activities and operations but which are not directly identifiable with or allocable under Direct Program Services are considered Administrative Overhead costs. Such costs frequently include but are not limited to expenses for required audit services, provided such expenses clearly cannot be identified as a Direct Program Services Cost, and personnel or operating expenses needed for the common administration of more than one federally-funded or OEO-administered program.

Administrative Overhead costs shall not exceed 6% of funds allocated for Direct Payments.

C. Advances

Contractor may request a one-time initial advance payment not to exceed 50% of the total amount of this Agreement. Subsequent advances may be
authorized by OEO if amendments to increase the amount of this Agreement are made, but no advance may exceed 25% of the increase to which it corresponds.

D. Progress Payments

Contractor will invoice the State monthly for accrued program expenditures made during the prior 30-day period. Reimbursement will be subject to a 10% monthly retention of Administrative Overhead and Direct Program Service Costs by OEO, which will be paid to the Contractor upon satisfactory completion of the Agreement.

10. Required Contractor Activities

A. Outreach

Contractor shall conduct outreach activities designed to assure that eligible households, especially households with elderly, disabled and/or handicapped individuals, American Indians, and migrant and seasonal farmworkers are made aware of assistance available under ECIP, and any similar energy related programs administered to the low-income. The Contractor shall wherever and whenever necessary make referrals to similar local energy programs serving the low-income.

B. Coordination

Contractor shall refer potentially eligible ECIP applicants to any local energy conservation or weatherization programs operated by Contractor or any other community-based organization or utility. Furthermore, Contractor shall coordinate its activities under this Agreement with similar and related programs administered by the Federal Government and the State.

C. ECIP Food Stamps Assessment

Contractor shall complete food stamp assessment forms for those households that meet the February 17, 1982, Department of Health and Human Services 130% Poverty Guidelines; and when the applicants are not enrolled in either Aid to Families with Dependent Children (AFDC) or Supplemental Security Income (SSI).

D. ECIP Client Referral

Contractor shall refer potential ECIP applicants to any other agency that provides ECIP services within the same county according to the following conditions:

a. Contractor shall have completely depleted all Direct Payment funds.

b. Contractor shall provide intake certification and food stamp assessment prior to referral.

c. Contractor shall maintain separate files for all referred applicants.
E. Priority Clients

Priority shall be given to the elderly, disabled and/or handicapped with medical certification or who receive the medical lifeline utility rate; American Indians; migrant and seasonal farmworkers; and persons with limited English-speaking proficiency. Priority shall also be given to those applicants who can certify the existence of an energy related emergency. Emergency payments may be made directly to the utility suppliers by the Contractor provided it is requested by the applicant in writing. Such stipulation shall be retained for audit purposes.

F. Applicant Eligibility Verification

Contractor shall assure that no household will be eligible for Energy Crisis Intervention Program Assistance under this Agreement unless it has an income at or below 130% of the February 17, 1983, Department of Health and Human Services Poverty Guidelines as set forth below:

<table>
<thead>
<tr>
<th>Persons in Households</th>
<th>Monthly Income</th>
<th>Annual Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$ 526</td>
<td>$ 6,318</td>
</tr>
<tr>
<td>2</td>
<td>708</td>
<td>8,502</td>
</tr>
<tr>
<td>3</td>
<td>890</td>
<td>10,686</td>
</tr>
<tr>
<td>4</td>
<td>1,072</td>
<td>12,870</td>
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<tr>
<td>5</td>
<td>1,254</td>
<td>15,054</td>
</tr>
<tr>
<td>6</td>
<td>1,436</td>
<td>17,238</td>
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<tr>
<td>7</td>
<td>1,618</td>
<td>19,422</td>
</tr>
<tr>
<td>8</td>
<td>1,800</td>
<td>21,606</td>
</tr>
</tbody>
</table>

(For family units with more than eight members, add $2,184 to the annual income of the family unit for each additional family member.)

In addition, Contractor shall assure that applicants are either a) enrolled in Aid to Families with Dependent Children (AFDC) or Supplemental Security Income (SSI); or b) able to establish eligibility through the ECIP food stamp assessment.

Eligibility is met when the applicant's household has been determined to be ECIP qualified and proof of a life-threatening or energy-related emergency exists. Conditions for such proof include any one of the following:

1. Proof of utility shut-off notice;
2. Proof of energy termination;

3. Insufficient funds to establish a new energy account after energy service has been involuntarily terminated;

4. Insufficient funds to pay a current utility bill. Only Senior Citizens, disabled and/or handicapped individuals will be considered eligible to receive assistance toward the payment of a current utility bill;

5. Insufficient funds to pay a delinquent utility bill. The delinquent bill must have a prior balance of at least one month;

6. Insufficient funds to pay for the cost of emergency heating and cooling units;

7. Insufficient funds to pay energy costs for a household in which a household member's medical condition requires use of a life support or climate and temperature control system;

8. Insufficient funds to pay for essential firewood;

9. Insufficient funds to pay the cost of space heating devices where no alternative source of space heating is reasonably available.

No service provided under ECIP may exceed $300.00 for any eligible household, except when a disaster is declared by the President and/or the Governor, in which case the maximum allowable payment is $450.00.

Eligible households are entitled to receive one or more payments, but the total cumulative payment to any one household not affected by an officially declared disaster may not exceed $300.00 per fiscal year. The total cumulative payment to any disaster-stricken household may not exceed $450.00 per fiscal year.

Contractor shall ensure that the applicants reside in the targeted area outlined in Attachment E, Designated Area, attached hereto and incorporated herein by reference.

G. Fair Hearings

Contractor shall inform all applicants of their right to appeal denial of benefits. Contractor shall conduct a structured fair and impartial hearing within five (5) days from the date the applicant requests a fair hearing and Contractor shall attempt to resolve the appeal at this level. If the appeal is not resolved at the local level and the applicant desires to appeal further, a written appeal form and all other supportive documents must be received by OEO within five (5) working days of the findings.
Contractor shall maintain an ample supply of Fair Hearings Forms and shall provide said forms to applicants who are denied benefits. A sample of the form to be used is identified as Attachment F, attached hereto and incorporated by reference.

H. Equitable Treatment for Owners and Renters

Contractor shall assure that owners and renters receive equitable treatment under ECIP.

I. Limitation on Use of Funds

Funds provided through this Agreement shall not be used for:

1. The purchase or improvement of land, or the purchase, construction or permanent improvement of any building or other facility.

2. Advocacy, community mobilization or community planning and education.

3. Payments in excess of the amount stated on energy bills.

J. Reporting and Record Requirements

1. Contractor shall submit monthly invoices, using Monthly Report of Expenditures, OEO Form #53E, which is attached hereto as Attachment C and incorporated herein by reference, and which is due on the fifth working day of each month regardless of the amount of expenditures accrued.

Final reimbursement shall be contingent upon receipt of Contractor's close-out package.

Contractor shall be held responsible for maintaining records on all equipment, materials, supplies or property of a non-consumable nature purchased with funds under this Agreement.

2. Each month, Contractor shall submit Monthly Activity Report (OEO Form #62) which is attached hereto as Attachment D and incorporated herein by reference, and which is due on the fifth working day of each month. This report is to be used by the grantee to quantify all activities associated with this grant, i.e., outreach activities, intake activities. Contractor shall submit an Attachment D for each month regardless of intake activity.

Contractor shall ensure the timely completion and submission of monthly activity reports in accordance with the terms of this Agreement.

3. Reimbursement of expenditures by the State are contingent upon submittal of both the Monthly Report of Expenditures (see Attachment C), and the Monthly Activity Report (see Attachment D).
4. The Annual Energy Crisis Intervention Program Close-Out Report shall be due on the 30th day following the termination date of this Agreement. Final reimbursement shall be contingent upon receipt of the Contractor's close-out package. Requests for advances or requests for reimbursement will not be honored under this Agreement until all close-out reports for the prior year have been received by OEO.

5. Contractor must maintain separate files for each individual applicant certified as being eligible to receive ECIP services. Applicant files are to include the following back-up documentation:

1. ECIP applicant intake application
2. Income verification
3. Utility bill
4. Food stamp assessment forms
5. Affidavit of insufficient funds
6. Medical certification form
7. Consent form

Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement must be retained for a period of three years. Records under audit, involving unresolved audit findings, appeals, or litigation shall be retained until the action has been completed or the dispute resolved.


A. Right to Monitor and Audit

The State and Federal governments shall have the right to audit and monitor programs funded under this Agreement by on-site visitation and inspection. They shall have total access to Contractor's books, documents, papers, information and records of any assistance performed under this Agreement for the purpose of audit and examination.

Audits may be conducted to determine whether:

a. Financial operations are conducted properly;
b. Financial statements are presented fairly;
c. The grantee has complied with laws and regulations affecting federal funds;
d. Internal procedures have been established to meet the objectives of federally assisted programs;
e. Financial reports to the government contain accurate and reliable information; and
f. Other reasons as deemed necessary.
B. Final Audit Report

Contractor shall submit to OEO within 90 days after the termination of this Agreement three copies of an audit report (including financial statements and management letters). Non-public contractors shall secure the services of an independent certified public accountant, licensed by the State of California, to perform this required audit. Public contractors may be audited by public auditors such as City, County, or State audit organizations.

The State reserves the right to review service levels and billing procedures as they affect charges against this Agreement.

Contractor shall provide necessary facilities and support services to effectively execute the terms of this Agreement.

Contractor shall maintain confidentiality of any information obtained through application forms and interviews. Without the permission of OEO, Contractor shall divulge such information only as necessary for the performance or evaluation of this Agreement and then only to persons having responsibilities under this Agreement.

C. Non-Discrimination Clause

A. During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of age, race, sex, creed, color, national origin, or religion. Furthermore, Contractor shall not discriminate against any qualified handicapped individual.

Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, age, handicap, national origin, or religion. Such action shall include, but not be limited to the following: upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship.

Contractor agrees to post notices setting forth the provisions of this Article in conspicuous places accessible to all applicants for employment.

B. Contractor shall, in all solicitations or hiring advertisements placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, handicap, age, sex or national origin.

C. Contractor shall comply with all provisions of Department of Labor Executive Order No. 11246 dated September 24, 1965 and all the rules, regulations, and relevant orders of the Secretary of Labor.
D. Improper Payments

Contractor shall be responsible for determining eligibility in accordance with guidelines set forth in this Agreement. Awards made under this Agreement by the Contractor resulting from inappropriate eligibility determinations shall be considered as disallowed expenditures.

E. Provisions for Federally Funded Grants

1. This Agreement is valid only if funds are made available for the purpose of this Agreement to the State by the United States Government for the fiscal year 1983-84. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by Federal or State statute which govern the terms or funding of this Agreement in any manner.

2. The terms and conditions of this Agreement are subject to change if State or Federal statutes that govern this Agreement are amended.

3. The State has the option to suspend, terminate or amend this Agreement under provisions of Article 2 (on page 2 of this Agreement) to reflect any reduction in funds.

F. Bonding and Insurance

Contractor shall maintain adequate bonding and full liability insurance coverage for personnel, equipment, and or compensation supported with federal funds. The indemnification secured against liabilities shall include third persons and any other loss or damage, not otherwise compensated by insurance.

G. Workers' Compensation

Contractor shall secure the payment of workers' compensation, either through the purchase of a policy or self-insurance. This requirement does not include the coverage of volunteers per California Labor Code Section 3700.

H. Suspension/Termination/Amendment Procedures

a. Suspension/Termination for Cause

The State reserves the right to suspend or terminate this Agreement in whole or in part at any time, whenever it is determined that Contractor has failed to comply with the conditions of this Agreement.

Upon such determination, the State shall promptly notify Contractor in writing of the suspension or termination and the reasons for such action. The effective date and length of any suspension shall be determined by OEO.
b. Suspension/Termination for Convenience

The State may suspend or terminate this Agreement in whole or in part when both parties agree that the continuation of this Agreement would not produce beneficial results through the further expenditure of funds. The State and Contractor shall agree upon the suspension or termination conditions. In the event this Agreement is suspended or terminated in part only, Contractor shall not incur new obligations for the suspended or terminated portions of the Agreement and shall cancel all outstanding obligations.

c. Termination Notice/Agreement to Amend

This Agreement may be terminated by either party upon 30 days written notice or may be amended as agreed in writing by both parties. In such event, Contractor shall be paid for its actual allowable costs in accordance with the terms of this Agreement up to the time the termination becomes effective.
ATTACHMENT A

September 15, 1983

**BUDGET**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Payments</td>
<td>$20,780</td>
</tr>
<tr>
<td>Direct Program Services Costs</td>
<td>$3,887</td>
</tr>
<tr>
<td>(Reasonable and necessary costs as related to Direct Payments)</td>
<td></td>
</tr>
<tr>
<td>Administrative Overhead</td>
<td>$1,247</td>
</tr>
<tr>
<td>(Reasonable and necessary cost, not to exceed 6% of Direct Payments)</td>
<td></td>
</tr>
<tr>
<td>Budget Total</td>
<td>$25,914</td>
</tr>
</tbody>
</table>
ATTACHMENT B

Title XXVI: Low-Income Home Energy Assistance Act of 1981 Definitions
(partial restatement)

1. The term "energy crisis" means a weather-related and supply fuel/utility shortage emergency.

2. A. The term "household", as defined by the Department of Health and Human Services, means any individual or group of individuals who are living together as an economic unit for whom residential energy is customarily purchased in common, or who make undesignated payments for energy in the form of rent.

   B. For purposes of subparagraph "A", one (1) or more rooms shall be treated as a housing unit when occupied as separate living quarters.

3. The term "home energy" means the energy used for heating or cooling in residential dwellings.

4. The term "poverty level" means, with respect to a household in any State, any of the levels designated under the income poverty guidelines for the nonfarm population of the United States as published by the Department of Health and Human Services.
# OEO Form 53B

**Office of Economic Opportunity**

**Monthly Report of Expenditures**

**Low Income Household Energy Assistance Program/Energy Crisis Intervention Program**

**Project Code:** 844 ECIP. **Contract No:** 83-844-136 **Report No:** __________ **Date:** __________

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**To:**

OEO/ECIP UNIT  
1600 9th St., Rm. 340  
Sacramento, CA 95814

**Advance Request:** $12,957

**From:**

Mariposa County Department of Social Welfare  
P.O. Box 7  
Mariposa, CA 95338

---

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Budget</th>
<th>Report Month</th>
<th>Adjustments</th>
<th>Total to Date</th>
<th>Balance</th>
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</thead>
<tbody>
<tr>
<td>Direct Payments</td>
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<tr>
<td>Direct Program Services</td>
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<td>Administrative Overhead</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Financial Statement Certification:**

Amounts claimed on this report constitute allowable costs in accordance with the terms of the contract.

Prepared by ___________________________  
Phone Number ___________________________  
Typed Name and Title ___________________________

Authorized Signature ___________________________  
Typed Name and Title ___________________________

---

**OEO Use Only**

<table>
<thead>
<tr>
<th>Report No.</th>
<th>(-) 10% Withheld</th>
<th>(-) Advance Liquidated</th>
<th>(=) Monthly Net Payment</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cum. Cash Requested</td>
<td>(-) 10% Withheld</td>
<td>(-) Cum. Expenditures</td>
<td>(=) Cash on Hand</td>
<td></td>
</tr>
</tbody>
</table>

---

Approved for ___________________________  
Yes: ___________________________
The Grantee shall maintain records to support the accumulated data requested for monitoring purposes by the State.

I. OUTREACH:

A. Information Requests: Group: Month ________; YTD ________
   Individual: Month ________; YTD ________
   Describe Requests:

B. Presentations Given: Group: Month ________; YTD ________
   Individual: Month ________; YTD ________

C. Describe Media Activities:

II. OTHER PROGRAM SERVICES: Describe agency's involvement in the following activities and quantify where possible; i.e., number served, organizations contacted, leaflets distributed, etc.:

A. Home Energy Assistance Outreach:

B. Energy Conservation:

C. Other Activities to Enroll Eligible Individuals:
### III. INTAKE ACTIVITIES:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Month</th>
<th>Year-to-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. No. Applications Received</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. No. Applications Certified Eligible</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. No. Applications Determined not Eligible</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. No. Fair Hearing Forms Distributed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. No. Eligible Applicants Awaiting Payment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. No. Eligible Applicants Who have Received Benefits</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### IV. GROUPS SERVED:

<table>
<thead>
<tr>
<th>Group</th>
<th>MONTHLY APPLICANTS</th>
<th>YEAR-TO-DATE ELIGIBLE APPLICANTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number Households</td>
<td>Male</td>
</tr>
<tr>
<td>ELDERLY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DISABLED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NATIVE AMERICANS</td>
<td></td>
<td></td>
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<tr>
<td>MIGRANTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LIMITED ENGLISH SPEAKING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MONTHLY TOTALS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form 62
MONTHLY ACTIVITY REPORT

Grantee's Name: ____________________________   Submittal Month: ____________________________

__________________________   Contract Number: ____________________________

V. ANNUAL INCOME OF ASSISTED HOUSEHOLDS:

<table>
<thead>
<tr>
<th>Income Range</th>
<th>Number Served</th>
<th>Year-to-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Under $2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. $2,000 - $3,999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. $4,000 - $5,999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. $6,000 - $7,999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. $8,000 - $9,999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. $10,000 - $11,999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. $12,000 - $14,999</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. $15,000 - and over</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VI. TYPE OF PAYMENTS PER HOUSEHOLD:

<table>
<thead>
<tr>
<th>Type of Payment</th>
<th>Number Served</th>
<th>Year-to-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Utility shut-off notice</td>
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<td></td>
</tr>
<tr>
<td>B. Energy termination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Establish a new energy account (after energy services have been involuntarily terminated)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Delinquent utility bill (over 1 month old)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Space heating devices (where no alternative source of heating is reasonably available)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Essential Firewood</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Essential Coal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Essential Butane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I. Emergency repairs to heating &amp; cooling units</td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. Life support or climatic and temperature control systems (medical condition)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Prepared by ____________________________   Date ____________________________   Typed Name and Title ____________________________

Authorized Signature ____________________________   Date ____________________________   Typed Name and Title ____________________________
ATTACHMENT E

Designated Area

93601
93623
93653
95306
95311
95318
95321
95325
95329
95333
95338
95340
95345
95369
95389
Fair Hearings Form

Dear Applicant:

If you have applied for benefits under California's Energy Crisis Intervention Program and you have been denied benefits or you feel you are entitled to additional benefits, you have an opportunity to appeal the decision. Your appeal must reach our office within 30 days after receiving a notice of denial.

To initiate the appeal process, please fill in your Social Security Number, name, address, and telephone number in the space provided below, and return it to:

Agency's Name and Address

Briefly explain why you are appealing:

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Initial</th>
<th>Last Name</th>
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<tbody>
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</table>

Street Address

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>Area Code</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>