

2008 - 2015 LOW INCOME ENERGY ASSISTANCE PROGRAM CONTRACTOR APPLICATION AND CONTRACT

CONTRACTOR INFORMATION	CORRECTIONS
Contractor Name:	
Mailing Address:	
City, State Zip:	
Telephone #:	
Type(s) Fuel Supplied:	
Contractor Taxpayer ID# (EIN or SSN):	
Type of Entity: <input type="checkbox"/> Partnership (Must use EIN) <input type="checkbox"/> Individual/Sole Proprietor (EIN or SSN) <input type="checkbox"/> Corporation (Must use EIN) (A completed Form W-9 must be submitted with this contract.)	
Contractor Number Issued by DPHHS:	

THIS CONTRACT, is entered into by and between the MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES (hereinafter referred to as the "Department"), and the home energy supplier identified above, (hereinafter referred to as the "Contractor").

WITNESSETH THAT, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The purpose of this contract shall be to assist low income households (Eligible Customers) to offset the cost of home energy under the Low Income Energy Assistance Program (LIEAP) as provided for in P.L. 98-558, Title VI, as amended, and Administrative Rules of Montana (ARM) 37.70.101 through 37.70.902.
2. The effective date and duration of this contract shall be October 1, 2008 through September 30, 2015.
3. To receive direct payments from the Department under LIEAP, the Contractor agrees:
 - a. To provide appropriate and timely delivery of home energy to Eligible Customers.
 - b. To charge the Eligible Customers the difference between the actual cost of the home energy and the amount of the payment made by the Department.
 - c. Not to adversely discriminate in the cost, services or treatment provided to the Eligible Customer on whose behalf a LIEAP payment is made.
 - d. That any funds paid by the Department will be used only to meet an Eligible Customer's home energy needs. Resale or transfer of funds paid to any other party is prohibited.
4. In consideration of the assurances given in Section 3 of this contract, the Department agrees each Federal Fiscal Year to:
 - a. Determine which customers are eligible for LIEAP.
 - b. Pay the Contractor an amount determined by ARM 37.70.601.
 - c. Upon receipt of LIEAP eligibility notification, pay the Contractor on a schedule determined by the Department.
5. The Contractor agrees to:
 - a. Credit the payment amount to the eligible customer's account when received and identified by the statement of remittance.
 - b. Utilize the Department payment first as the primary means of retiring the home energy obligations of the eligible customer incurred during the period October 1 through September 30 of each federal fiscal year. Eligible early deliverable fuel clients may retire home energy obligations for July 1 through September 30 of the previous federal fiscal year.
 - c. Return to the Department any LIEAP-attributable credit balances in excess of \$50 as of the eligible customer's first billing date after the end of each heating season (usually April 30, unless extended by Department written notification). Such return shall be within ninety (90) days of that date and include customer's name and account number.
 - d. Return to the Department within ninety (90) days from the date of discontinued service, which includes, but is not limited to, changes of address, account number, fuel type or death of eligible client, any credit balance and/or line of credit in an eligible customer's account that is identifiable as LIEAP funds. Include customer's name and account number with remittance.
 - e. The mailing address for returned funds is DPHHS/HCS, P.O. BOX 202956, HELENA, MT 59620.
6. The Contractor will comply with the Civil Rights Act of 1964. The Contractor agrees that no person shall, on the grounds of race, color, national origin, creed, sex, religion, political ideas, marital status, age or handicap be excluded from employment or participation in, be denied benefits, or be otherwise subject to discrimination under any program or activity connected with the implementation of this contract, and further agrees that affirmative steps will be taken to employ or advance in employment qualified handicapped individuals. The Contractor further agrees that all hiring done in connection with this contract shall be on the basis of merit qualification genuinely related to competent performance of the particular occupational task.

LOCAL LOW INCOME ENERGY ASSISTANCE PROGRAM CONTRACTOR APPLICATION AND CONTRACT

CONTRACTOR INFORMATION

Contractor Name:

Mailing Address:

City, State Zip:

Telephone #:

Type(s) Fuel Supplied:

Contractor Taxpayer ID# (Employers Identification Number or Social Security Number):

THIS CONTRACT, is entered into by and between _____
(hereinafter referred to as the "Agency"), and the home energy supplier identified above, (hereinafter referred to as the "Contractor").

WITNESSETH THAT, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The purpose of this contract shall be to assist low income households (Eligible Customers) to offset the cost of home energy under the Low Income Energy Assistance Program (LIEAP) as provided for in P.L. 98-558, Title VI, as amended, and Administrative Rules of Montana (ARM) 37.70.101 through 37.70.902.
2. The effective date and duration of this contract shall be October 1, 20____ through September 30, 20____.
3. A cord of wood under this contract is defined as a stack of wood four (4) feet wide by four (4) feet high by eight (8) feet long. A ton of coal under this contract is defined as a two thousand (2,000) pound ton.
4. To receive direct payments from the Agency under LIEAP, the Contractor agrees:
 - a. To provide appropriate and timely delivery of home energy to Eligible Customers;
 - b. To charge the Eligible Customers the difference between the actual cost of the home energy and the amount of the payment made by the Agency.
 - c. Not to adversely discriminate in the cost, services or treatment provided to the Eligible Customer on whose behalf a LIEAP payment is made.
 - d. That any funds paid by the Agency will be used only to meet an Eligible Customer's home energy needs. Resale or transfer of funds paid to any other party is prohibited.
5. In consideration of the assurances given in Section 4 of this contract, the Montana Department of Public Health and Human Services (hereinafter referred to as the "Department") agrees each Federal Fiscal Year to:
 - a. Determine which customers are eligible for LIEAP.
 - b. Pay the Contractor an amount determined by ARM 37.70.601.
 - c. First pay the Contractor within thirty (30) days of receipt of LIEAP eligibility notification by the Agency. Payments may be scheduled by the Agency and the authorized benefit may not be received at one time.
6. The Contractor agrees to:
 - a. Credit the payment amount to the eligible customer's account when received and identified by the statement of remittance.
 - b. Utilize the Department payment first as the primary means of retiring the home energy obligations of the eligible customer incurred during the period October 1, 20____ through September 30, 20____. Eligible early deliverable fuel clients may retire home energy obligations for July 1 through September 30 of the previous federal fiscal year.
 - c. Return to the Agency any LIEAP-attributable credit balance in excess of \$50 as of the eligible customer's first billing date after the end of the heating season (usually April 30, unless extended by the Department through written notification to the Agency). Such return shall be within ninety (90) days of that date and include the customer's name and account number.
 - d. Return to the Agency within ninety (90) days from the date of discontinued service, which includes changes of address, account number, or fuel type, any credit balance and/or line of credit in an eligible customer's account that is identifiable as LIEAP funds. Include customer's name and account number with remittance.
7. _____, will be the Agency's liaison.
8. The Contractor will comply with the Civil Rights Act of 1964. The Contractor agrees that no person shall, on the grounds of race, color, national origin, creed, sex, religion, political ideas, marital status, age or handicap be excluded from employment or participation in, be denied benefits, or be otherwise subject to discrimination under any program or activity connected with the implementation of this contract, and further agrees that affirmative steps will be taken to employ or advance in employment qualified handicapped individuals. The Contractor further agrees that all hiring done in connection with this contract shall be on the basis of merit qualification genuinely related to competent performance of the particular occupational task.

