DPHHS-EAP-001 Montana Department of Public Health and Human Services

(Rev. 7/2022) Human and Community Services Division - P.O. Box 202956, Helena, Montana 59620-2956

 **2022 - 2029**

 **LOW INCOME HOME ENERGY ASSISTANCE PROGRAM**

 **CONTRACTOR APPLICATION AND CONTRACT**

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| **Contractor Name:** | **Email Address:**  |
| **Mailing Address:** | **Type(s) Fuel Supplied** [ ]  **Natural Gas** [ ]  **Electric** [ ]  **Fuel Oil** [ ]  **Propane** [ ]  **Wood** [ ]  **Coal**  |
| **City, State Zip:** | **Contractor Taxpayer ID# (EIN or SSN)** |
| **Telephone #:** | **Contractor Number Issued by DPHHS:** |
| **Type of Entity: Partnership (Must use EIN) Individual/Sole Proprietor (EIN or SSN) Corporation (Must use EIN)****(A completed Form W-9 must be submitted with this contract.)** |
| THIS CONTRACT, is entered into between the MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES (the Department), whose contact information is as follows: Human and Community Services Division, Marcia Lemon, Energy and Community Services Manager, P.O. Box 202956, Helena, Montana, 59620-2956, phone: 406-447-4276, email: mlemon@mt.gov and the home energy supplier identified above (Contractor).In consideration of the forgoing recitals, covenants, terms and agreements herein contained, the Parties agree as follows:1. This Contract constitutes the basic agreement between the Parties for the purpose of providing assistance to low-income households (Eligible Customers), offsetting the cost of home energy under the Low Income Home Energy Assistance Program (LIHEAP) 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. Time is of the essence under this Contract.

3. The effective date and duration of this contract shall be October 1, 2022, through September 30, 2029, unless otherwise terminated in accordance with section 15 of this contract.4. To receive direct payments from the Department under LIHEAP, the Contractor agrees:1. To provide appropriate and timely delivery of home energy to Eligible Customers.
2. To only charge Eligible Customers the difference between the actual cost of the home energy and the amount of the payment made by the Department.
3. Not to adversely discriminate in the cost, services, or treatment provided to Eligible Customers on whose behalf a LIHEAP payment is made.
4. That any funds paid by the Department will be used only to meet Eligible Customers’ home energy needs. Resale or transfer of funds paid is prohibited.
5. Provide all cost and consumption data for Eligible Customers to the Department.
6. In consideration of the assurances given in Section 4 of this contract, the Department agrees each Federal Fiscal Year to:

a. Determine which customers are eligible for LIHEAP.b. Pay the Contractor an amount determined by ARM 37.70.601.c. Upon receipt of LIHEAP eligibility notification, pay the Contractor on a schedule determined by the Department.1. The Contractor agrees to:
2. Credit the payment amount to an Eligible Customer’s account when received and identified by the statement of remittance.
3. Use the LIHEAP payment only to pay home energy obligations an Eligible Customer incurs during the LIHEAP heating season for which the payment was issued; that is, from October 1 of one year through April 30 of the following year, or from October 1 through the end of the heating season if the Department extends the heating season beyond April 30. However, if an Eligible Customer’s primary source of home heating is a deliverable fuel, the Contractor may also use the LIHEAP payment to pay home energy obligations the Eligible Customer incurs during the period of July 1 through September 30 immediately prior to the heating season for which the payment was issued. “Deliverable fuel” means fuel that can be delivered to an Eligible Customer’s home and stored for later use, such as propane, fuel oil, kerosene, wood, or coal.
4. Return to the Department any LIHEAP-attributable credit balances in excess of $50 no later than August 31 of each year and include each Eligible Customer’s name, LIHEAP benefit issuance date, and account number with the returned funds. For the 2022-2023 heating season, return to the Department any LIHEAP-attributable credit balance in excess of $500 no later than September 30, 2023.
5. Return to the Department within ninety (90) days from the date of discontinued service any credit balance and/or line of credit in an Eligible Customer’s account that is identifiable as LIHEAP funds. Discontinued service includes changes of address, account number, fuel type, or death of Eligible Customer. Include customer’s name, LIHEAP benefit issuance date, and account number with remittance.
6. Provide, as requested and to facilitate State compliance with Federal performance measurement requirements, LIHEAP recipients’ annual fuel consumption data.
7. The mailing address for returned funds is DPHHS/HCSD, P.O. BOX 202956, HELENA, MT 59620-2956.
8. Agree not to retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify the Department if it determines a payment may be erroneous or improper, and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.
9. Report any financial fraud, abuse, or misconduct by recipients or in the administration of LIHEAP. If there is credible evidence that fraud, abuse, or misconduct has occurred, call 406-447-4276 or email mlemon@mt.govto report.
10. Cooperate with all investigations of suspected fraud, abuse, or misconduct.
11. 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 physical or mental disability 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. Contractor further agrees that affirmative steps will be taken to employ or advance in employment qualified disabled individuals. The Contractor 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.
12. The Contractor will comply with all applicable regulations and formal Department policies, including those pertaining to licensing, in performing this contract.
13. The Contractor agrees to submit timely all reports and documents required by this contract, or by federal or state law or regulations, in the form required by the Department.
14. The Contractor agrees that it will, at its own expense, indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney’s fees, to the extent caused by or arising out of Contractor’s performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.

The Department must give the Contractor notice of any allegation of liability and at the Contractor’s expense the Department shall cooperate in the defense of the matter.If the Contractor fails to fulfill its obligations as the indemnitor under this section, the Department may undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.1. The Contractor agrees not to subcontract, assign, or transfer any work contemplated under this contract without prior written approval of the Department.
2. If the Parties are delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor’s finances shall not be considered a force majeure.
3. The Parties agree that if anticipated government funds are reduced or become unavailable any time during the term of the contract, the Department is not obligated to continue performance of this contract beyond the date the federal or state funds are reduced or become unavailable.
4. If the Contractor fails to provide services called for by this contract or to provide such services within the time specified, or any extension thereof, the Department may withhold payment or, by written notice of default to the Contractor, terminate the whole or any part of the contract.
5. This contract may be terminated by either of the parties without cause; the parties seeking to terminate this contract must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective day of termination.
6. The State of Montana, the Department, the U.S. Department of Health and Human Services, and the Comptroller General of the U.S., or any of their duly authorized representatives, shall have the right of access to any books, documents, papers, and records of the Contractor which are pertinent to the services provided under this contract for purposes of making audit, excerpts, or transcripts. For purposes of verifying cost or pricing data, the State shall have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein. This right extends eight (8) years from the completion date of a program year. The Contractor's accounting procedures and practices shall conform to generally accepted accounting principles.
7. Financial records, supporting documents, statistical records, and all other records supporting the services provided by the Contractor under this contract shall be retained for a period of eight (8) years from the completion date of a program year. The Contractor agrees to make these records available at all reasonable times at the Contractor's general offices. If any litigation, claim, or audit is started before the expiration of the eight-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
8. During the term of this Contract, the Contractor, its employees, subcontractors, and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of this Contract which contains the personal information of any person.

In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon the Department’s request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information.1. The Contractor must provide the Department with written notice within five (5) work days of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. The Contractor assures the Department that the Contractor is an independent contractor providing services for the Department and that neither the Contractor nor any of the Contractor’s employees are employees of the Department under this contract, nor will be considered employees of the Department under any subsequent amendment to this contract unless otherwise expressed.

The Contractor must maintain workers’ compensation coverage for the Contractor and the Contractor’s employees as provided in Montana law (Mont. Code Ann. §§ 39‑71‑401 and 39-71-405) and as they may be subsequently amended, modified, or altered at all times during the term of this contract. Contractor must immediately inform the Department of any change in the status of Contractor’s coverage. 1. This contract is governed by the laws of the State of Montana. The parties agree that in the event of any dispute concerning this contract, venue shall be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
2. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
3. This instrument contains the entire contract between the parties and no statements, promises, or inducements made by either party or agents of either party that are not contained in this contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in written amendments.
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| *IN WITNESS THEREOF*, the parties have executed this contract on the dates set out below. |
| **CONTRACTOR**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Sign Full Name Here*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Enter Title of Person Who Signed Contract**(Owner, Partner, Manager, Bookkeeper, President/Vice President, Office Clerk)* | **MONTANA DEPARTMENT OF PUBLIC****HEALTH AND HUMAN SERVICES**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Representative, Intergovernmental Human Services Bureau*  |