

PENOBSCOT NATION SOCIAL SERVICES

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

FY 2021 Rules Governing the Plan

1.1 POLICY

The purpose of these rules is to establish procedures for the implementation of the Penobscot Nation’s Low-Income Home Energy Assistance Program through which federal grants are made to States and Indian Tribes to provide heating assistance to eligible households, especially those with the lowest incomes, that pay a high proportion of their incomes for home energy, primarily in meeting their immediate home energy needs.

1.2 DEFINITIONS

As used in these rules the following terms shall have the following meanings, unless the context otherwise indicates:

- A. Act - means Public Law 97-35, as amended.
- B. Bedroom – A bedroom must meet all requirements of a “sleeping room” in the 2009 International Residential Code.
- C. Camper – means a trailer, semi-trailer, truck camper, motor home, or other recreational vehicle primarily designed and originally constructed to provide temporary living quarters for recreational, camping, travel, or other use, but does not include a stationary mobile home.
- D. Completed Application – means an application that contains documentation for all sources of income and lists all household members. Applications lacking either or both are considered incomplete, but households will be given ten days to complete their application.
- E. Date of Application – means the date on which an application is completed. The date on which an applicant signs the application does not necessarily coincide with the date of application.
- F. Elderly Person – means a person who is fifty-five (55) years of age or older.
- G. Eligible Household – means a household that qualifies for LIHEAP assistance under Section 1.4.
- H. Federally Assisted Cash Assistance Program - means TANF, SSI, and Federal/State Unemployment Compensation.
- I. TANF – means Temporary Assistance for Needy Families payments under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended.
- J. SSI – means Supplemental Security Income.
- K. Penobscot Citizen – means a person who is enrolled as a member of the Penobscot Indian Nation.
- L. Individuals Vulnerable to Hypothermia – means individuals vulnerable to the effects of hypothermia (i.e., children two years and younger and elderly age fifty-five (55) and older), a condition in which prolonged exposure to low temperatures threaten survival.

M. Separate Living Quarters – means living quarters in which the occupants do not live with any other persons in the structure and which have:

1. Direct access from the outside of the building or through a common hall; or
2. Complete kitchen facilities for the exclusive use of the occupants.

N. Household - except as provided in paragraph 3 below, "household" means any of the following individuals or group of individuals:

1. An individual or group of individuals who are, as one economic unit, occupying a house, stationary mobile home, or apartment, as separate living quarters, as defined in Section 1.2(L) of these Rules;
2. A group of individuals living together as one economic unit for who fuel is customarily purchased in common.
3. The occupants of a household may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements. A household may also include:
 - a. the applicant's minor child as an additional household member when that child is in the joint custody of both parents if the applicant provides legal documentation (i.e., a divorce decree or court order) specifying that such child was in his/her physical custody at least 51% of the time during the twelve months immediately preceding the date on which the application was signed by the applicant.
 - b. Spouses or other household members who, because of employment or other reasons, may be absent from the household from time to time. Individuals fitting into this category will be excluded if the applicant provides legal documentation (i.e., a divorce decree or a legal separation papers).

Additional documentation may be required as necessary to substantiate the inclusion or exclusion of such household members during the twelve months immediately preceding the date on which the application was signed by the applicant.

4. Household does not include:
 - a. Individuals or groups of individuals who are residents of state-supported institutions;
 - b. Individuals or groups of individuals living in rooming or boarding homes, assisted living facilities, nursing homes, boarding care facilities, substance abuse treatment centers, hospitals, or college/university dormitories regardless if such institutions receive State/Federal funds or not.

O. Household Income - means total cash receipts to all household members before taxes from all sources (except through exclusions and Sections 1.4(D) and 1.2(N) (8) of these Rules). Household income includes, but is not limited to, the following:

1. Money, wages and salaries before any deductions;

2. Regular and periodic payments from membership on Penobscot Tribal Council or Penobscot Tribal Committees, Unemployment and Worker's Compensation, Strike Benefits, Training Stipends, Alimony, Child Support, Military Family Allotments, Social Security or other regular support from an absent family member or someone not living in the household;
3. Receipts from self-employment or from a business after deductions for business expenses; no deductions for business bad debts are allowable;
4. Government employee pensions, private pensions, veteran's pensions (except those specified in Assurance (2) (IV) of the Plan and Appendix A of these Rules).
5. Income from dividends, interest, rents, royalties, estates, or trusts in excess of \$1,000, except as provided for in Appendix A of these Rules.
6. Foster Care payments with the foster child or children included as members of the household;
7. Lump sum Worker's Compensation settlements/payments.
8. For determining eligibility household income does not include:
 - a. Payments or other benefits delineated in Appendix A of the Plan;
 - b. Contributions from friends and relatives in excess of \$500 that are received at unscheduled intervals.
 - c. Income in excess of \$1,000 from the sale of baskets and other craft items, hobbies, rummage/yard sales, and odd jobs such as babysitting.
 - d. Loans from private individuals or commercial institutions if the applicant provides written documentation requiring payback (i.e., a legally binding written and signed document).
 - e. Income tax refunds.
 - f. Prizes won from Bingo games.
 - g. Earnings from minor children living in the household if they are in school at least part-time as documented by the school systems in which the minor children are enrolled and are not working full-time as documented by the minor children's employers.

P. Person with Special Needs – means a person who fits any of the following:

1. A person who is currently receiving vocational rehabilitation services;
2. A person who is currently receiving social security disability benefits;
3. A person who is currently receiving developmental disability services;
4. A person who is receiving veterans benefits under 38 USC Chapter II (Compensation for Service-Connected Disability or Death) or 38 USC Chapter 15 (Pension for Non-Service-Connected Disability or Death or for Service).

Q. Housing Unit – means a dwelling that is permanently situated on a single site and is connected to all utilities (i.e., electricity, water and sewer). All eligible dwellings must fit into one of the following categories:

1. Single Family Dwelling - means a housing unit that is detached from any other living structure, has at least one bedroom, and is connected to all utilities;
2. Apartment - means a housing unit in which there is more than one living quarters. Living quarters located above or otherwise contained within a garage shall also be considered apartments.
3. Mobile Home - means a housing unit that has a HUD label. (Housing units with BOCA labels are single-family dwellings.)
4. Room - means all other housing units except for campers as defined in 1.2(B).

1.3 SERVICE AREA

The service area shall be that which is set forth in the Memorandum of Understanding between the Penobscot Indian Nation and the State of Maine.

1.4 ELIGIBILITY

A. Determination

Eligibility determinations are made each fiscal year. A household is eligible for LIHEAP assistance if it meets the eligibility criteria contained herein, and that which is set forth in Assurance (2) of the Plan. It shall also be the policy of the Penobscot Indian Nation that households shall be located in the service area each time benefits are actually made available regardless of the date of the notice of grant award.

B. Recipient Relocation

Once certified, recipients are eligible for LIHEAP assistance only as long as they reside in the service area. A recipient whose household was certified as eligible for heating assistance in any fiscal year and who relocates outside the service area shall not be eligible for additional LIHEAP assistance regardless of the date of the grant award. However, the household shall be allowed to retain the assistance it was awarded prior to relocation. (See also Section 1.6(C) (3) (d) (iii).)

C. Household Income

1. The Program Coordinator will calculate the household income according to the following procedures using a period of either the thirteen (13) weeks immediately preceding the date of application or the twelve (12) months immediately preceding the date of application, using whichever period provides a higher benefit.
 - a. The Program Coordinator will first examine the applicant's household income for the twelve-month period immediately preceding the date the application was signed by the applicant, taking into consideration the exclusions set forth in Appendix A of the Plan and Sections 1.4(D) and 1.2(N)(8) of these Rules.
 - b. If the household is found to be ineligible, the Program Coordinator will examine the applicant's household income for the thirteen (13) weeks immediately preceding the date the application

was signed by the applicant, taking into consideration the exclusions set forth in Appendix A of the Plan and Sections 1.4(D) and 1.2(N)(8) of these Rules.

2. Before any application for LIHEAP assistance can be processed, the applicant must submit proof of household income, which will be verified according to the standards set forth in Section 1.2 (O).

D. Excluded Criteria

The Penobscot Indian Nation will not establish any special LIHEAP eligibility requirements involving assets tests.

1.5 **ADMINISTRATION**

A. Responsibilities

The Penobscot Indian Nation will be responsible for all administrative and policy functions of the Low-Income Home Energy Assistance Program, including the specific administrative requirements of the Penobscot Indian Nation Plan, the Act, and other policies and interpretations that may be used by the United States Department of Health and Human Services (HHS). In addition, the Penobscot Indian Nation's responsibilities under the Low-Income Home Energy Assistance Program shall include, but shall not be limited to, the following:

1. Provide an Intake Worker, Program Coordinator and other staff necessary to service eligible households under the Low-Income Home Energy Assistance Program;
2. Ensure that applicants wishing to appeal their denial of assistance will receive a fair hearing in accordance with Section 1.8.
3. Schedule an informal conference upon request from a denied applicant in order to discuss the grounds for denial. The right to request such an informal conference in no way substitutes for or eliminates an applicant's right to request a fair hearing under Section 1.8 of these Rules.

B. Servicing Eligible Households

The Penobscot Indian Nation will maintain adequate staff to service eligible households. The Penobscot Indian Nation will be responsible for the following requirements:

1. A sufficient number of intake workers will be available for reasonable amounts of time.
2. The intake workers will make in-home visits to households with elderly and disabled persons who are physically incapable of visiting the site designated for the intake of LIHEAP applications.
3. At least one person not involved in the intake of applications will verify that applications are correct and complete and certify that applicants are or are not eligible for assistance.

C. Administrative Costs

The Penobscot Indian Nation will use for planning and administering the Penobscot Indian Nation Plan no more than 20% of the first \$20,000 of its LIHEAP allotment, plus 10% of the amount of funds exceeding \$20,000 that are payable to the Penobscot Indian Nation for LIHEAP.

D. Monitoring

The Human Services Director or his/her designee will accomplish programmatic monitoring of the Low-Income Home Energy Assistance Program using Appendix B, Program Monitoring Worksheet. He/She shall be responsible for reviewing applicant files to ensure their compliance with the LIHEAP Plan and these Rules. The content of files will vary according to whether they have been approved or disapproved and also according to whether they are heating assistance or crisis assistance applications.

1. The records for a client whose heating assistance application has been approved should contain the following information:
 - a. Intake application (Appendix C) and proof of income from all sources.
 - b. Eligibility Determination (Appendix D).
 - c. Letter of Notification (Appendix G).
 - d. For a payment made directly to the eligible household, a copy of the check request.
 - e. Copies of invoices from Suppliers where applicable.

In addition, the following items may be contained in the file:

- f. Income verification (Appendix F).
 - g. Request for further documentation (Appendix I).
2. The records for a client whose heating assistance application has been disapproved should contain the following information:
 - a. Intake application (Appendix C).
 - b. Eligibility review determination (Appendix D).
 - c. Letter of notification (Appendix G) with the reason for denial, a copy of the procedures for requesting an informal conference with the Program Coordinator (Appendix H), the fair hearing procedures (Appendix I), and the request for fair hearing form (Appendix J).

The following items may also be contained in the client file:

- d. Income verification (Appendix H).
 - e. Request for further documentation (Appendix L).
3. The record for a client who's ECIP-A application has been approved should contain the following information:
 - a. Application/checklist/certification (Appendix M).

- b. Certification (Appendix M).
- c. Letter of Notification (Appendix N).
- d. Copy of the invoice from the Supplier or a copy of the disconnection notice or rental eviction documentation, as appropriate.

The file may also contain:

- e. Completed supplier verification (Appendix O).
4. The record for a client who's ECIP-A application has been disapproved should contain the following information:
- g. Application/checklist/certification (Appendix M).
 - h. Certification (Appendix M).
 - i. Letter of notification (Appendix N) with the reason for denial, a copy of the procedures for requesting an informal conference with the Program Coordinator (Appendix J), the fair hearing procedures (Appendix L), and the request for fair hearing form (Appendix K).
5. The records for a client whose ECIP-B application has been approved should contain the following information:
- a. Application/checklist/certification (Appendix M).
 - b. Proof of ownership.
 - c. Supplier statement of the problem.
 - d. Itemized cost estimate.
 - e. Certification (Appendix M).
 - f. Letter of Notification (Appendix N).
6. The records for a client whose ECIP-B application has been disapproved should contain the following information:
- a. Application/checklist/certification (Appendix M).
 - b. Letter of notification (Appendix N) with the reason for denial, a copy of the procedures for requesting an informal conference with the Program Coordinator (Appendix H), the fair hearing procedures (Appendix I), and the request for fair hearing form (Appendix J).

If the Human Services Director or his/her designee finds any deficiencies, the file shall be returned to the Program Coordinator who shall correct any deficiencies. Each reviewed file shall contain the completed monitoring instrument and all information pertinent to the monitoring review.

E. Fiscal Controls and Accounting Procedures

The Penobscot Indian Nation employs the foregoing fiscal controls and accounting procedures:

1. A double entry ledger on a fund accounting basis is maintained. This consists of a complete self-balancing set of accounts for each fund including a "Due To Due From" account for each fund.
2. The accounting system is computer based maintaining both traceable hard copy data and complete on-line computer data files.
3. A voucher system is utilized in which each invoice is assigned a voucher number and is recorded on a voucher register before disbursement is made.
4. Financial reports are prepared monthly and are forwarded to the Chief's Office, members of the Tribal Council and administrative and departmental directors. These reports reflect the total budget and revisions to the program, expenditures for the month, expenditures year-to-date, and the unexpended fund balance
5. An audit of funds is accomplished annually for all tribal programs, including LIHEAP.

1.6 HEATING ASSISTANCE

A. Submitting Applications

In order to receive heating assistance, a household must complete an intake application and be certified as income eligible. The period for the intake of applications each program year shall be from the Monday of the first full workweek of October through the third Thursday of March.

For FY 2021:

- a. Applications shall be taken from elderly households as follows:

October 5, 2020:	10:00 a.m. - 11:00 a.m.
October 6, 2020:	9:00 a.m. - 10:00 a.m.
October 7, 2020:	1:00 p.m. - 3:00 p.m.
October 8, 2020:	2:30 p.m. - 4:00 p.m.

- Applications shall be taken from households with special needs members and households with children age two (2) or younger as follows:

October 12, 2020:	8:30 a.m. - 11:30 a.m.
October 13, 2020:	8:30 a.m. - 10:00 a.m.
October 14, 2020:	1:30 p.m. - 3:30 p.m.
October 15, 2020:	3:00 p.m. - 5:00 p.m.

- Applications shall be taken from all segments of the service population as follows:

October 19, 2020:	8:30 a.m. - 11:30 a.m.
October 20, 2020:	4:00 p.m. - 6:00 p.m.

October 21, 2020:	1:30 p.m. - 3:30 p.m.
October 22, 2020:	8:30 a.m. – 10:00 a.m.
October 26, 2020:	1:30 p.m. - 3:30 p.m.
October 27, 2020:	3:00 p.m. – 5:00 p.m.
October 28, 2020:	4:00 p.m. - 6:00 p.m.
October 29, 2020:	8:30 a.m. – 10:00 a.m.

Thereafter, applications will be taken by appointment only until Thursday, March 18, 2021. Under no circumstances will any appointments will be available after Thursday of March 18, 2021.

B. Processing Heating Assistance Applications

Once the Penobscot Indian Nation receives a Notification of Grant Award and a Letter of Credit, applications shall be certified and processed as soon as all household members and all sources of income have been verified. Failure of an applicant to report all household members and all sources of income within ten (10) days of notice (see Section 1.2(C)) will result in denial of LIHEAP assistance to that household. If at any time the Penobscot Indian Nation LIHEAP staff determines that there are insufficient program funds to serve outstanding applications from eligible households, no application shall be processed until such time as additional funds are available, except if any eligible household is experiencing a documented energy crisis as defined in Section 1.7(C), the application shall be processed immediately. Applications that cannot be processed due to funding constraints will be handled as follows:

1. Applications from households with members, who are vulnerable to hypothermia, as defined in Section 1.2(J), shall be ranked according to the length of time since they were completed, as defined in Section 1.2(C). These applications shall be the first to be processed when funding becomes available.
2. Applications from households with members who have special needs will then be prioritized in the same manner set forth in Section 1.6(B)(1) above. These applications shall be the second to be processed when funding becomes available.
3. Applications from all other households will then be prioritized in the same manner set forth in Section 1.6(B) (1) above. These applications shall be the last to be processed when funding becomes available.

C. Payment of Heating Assistance

1. Amount of Payment

The amount of heating assistance to be paid to or on behalf of an eligible applicant shall be calculated as follows:

- a. Household income shall be determined and verified as set forth in Section 1.4(C) and eligibility shall be determined utilizing the Income Guidelines, Appendix F.
- b. The amount of heating assistance to be paid to or on behalf of an eligible household shall be calculated in accordance with the Payment Matrix, Appendix E.
- c. Benefit amounts will be provided to or on behalf of homeowners, homebuyers, and renters based on the household income specifications and Appendix F.

2. Payment Recipients

In each fiscal year, payment of heating assistance will be made to or on behalf of eligible applicants in one of the following ways:

- a. If a household makes undesignated payments for home heating and electricity in the form of rental payments (including payments made to the Penobscot Housing Authority pursuant to a homebuyers agreement), LIHEAP assistance benefits will be paid to the landlord who will be required to sign an agreement with the Penobscot Indian Nation (Appendix P or Appendix Q, as appropriate). Payments to landlords will not be processed for eligible households until a W-9 form is completed by the landlord. This form is required by the Penobscot Nation Finance Department for all landlords in order to process the payment. It is the eligible household's responsibility to submit this completed form to the LIHEAP program. If, at the time of intake, the eligible household plans to allocate any portion of their benefit to rent, they will be given a W-9 form.
- b. If a household pays its home heating and/or electricity directly to a Supplier or Suppliers, the household's LIHEAP assistance benefits will be paid to a supplier who will be required to sign an agreement with the Penobscot Indian Nation (Appendices R and S).
- c. If a household does not pay for energy or electricity costs and does not make rental or mortgage payments, 100% of the household's LIHEAP assistance benefits will be paid directly to the eligible household.
- d. In the event that a landlord refuses to sign the agreement, payment of LIHEAP assistance benefits will be paid directly to the eligible household.

3. Method of Payment

The Penobscot Indian Nation will make heating assistance payments to or on behalf of eligible households according to the following procedures:

- a. For heating fuel, the Penobscot Indian Nation will make LIHEAP assistance payments to energy Suppliers who have signed a Home Energy Agreement. In no instance shall the Penobscot Indian Nation be held liable for payment of any services rendered prior to the first day of the federal fiscal year. Assistance will be made available to eligible households as soon as possible after certification of household eligibility, except if funding constraints exist as specified in Section 1.6(B). The Supplier will be given written notification of the amount of assistance to be provided to the eligible household. The Supplier will then make delivery of services to the eligible household as soon as possible. The cost of these services may not exceed the maximum benefit amount unless prior arrangements for payment have been made with the household. The Supplier will submit a dated delivery slip for the actual cost of services. Deliveries will continue to be authorized until the household's benefit amount is exhausted. However, if the cost of energy services exceeds the household's maximum benefit amount, the Supplier will bill the household for this excessive amount.
- b. For electricity, the Penobscot Indian Nation will make LIHEAP assistance payments to an electricity Supplier who has signed a Home Energy Agreement. Upon receipt of a current invoice from the household, payment will be made to the electric company as soon as possible after certification of household eligibility, except if funding constraints exist as specified in Section 1.6(B).

- c. For rental payments (including payments made to the Penobscot Housing Authority pursuant to a homebuyers agreement), the Penobscot Indian Nation will make LIHEAP assistance payments to landlords who have signed a Rental Payment Agreement. Payment will be made as soon as possible after certification of household eligibility, except if funding constraints exist as specified in Section 1.6(B).
 - d. The Penobscot Indian Nation will make LIHEAP assistance payments in the form of a check issued directly to the eligible household if:
 - i. The landlord, energy and/or electricity Supplier refused to sign a home energy agreement and no other energy Supplier is available who has signed an agreement; or
 - ii. The household's energy and electricity costs are paid for them and the household does not make rental or mortgage payments; or
 - iii. The household relocates outside the service area after it has been certified as eligible for LIHEAP assistance. In this case, the household will not be eligible for additional benefits; it will be eligible only for direct payment in the amount of any balance of the benefits for which it was previously sent a letter of notification. (See also Section 1.4(B).); or
 - iv. A household that applies for heating assistance, and has to directly purchase fuel before his/her application is certified, may be reimbursed for such purchases so long as a dated delivery slip is submitted and it can be documented by the vendor that the household made such payment.
4. Notices
- a. When a payment is made to or on behalf of a household, the Program Coordinator will provide written notification to the household of the amount of its benefits (Appendix E).
 - b. The Program Coordinator will send a notice to any household whose application for assistance is denied or whose amount or assistance will be less than indicated in a previous notice, stating:
 - i. The reason for denial or for the decreased in amount;
 - ii. The procedures for requesting an informal conference with the Program Coordinator (Appendix I).
 - iii. The household's hearing rights under Section 1.8 of these Rules; and
 - iv. Information on how to request a fair hearing (Appendix J).
5. Duplicate Payments
- Only one heating assistance benefit is allowable for each household, and such payment shall not be attributable to the same energy costs.
6. Allocation of Payment Benefit
- The benefit of any payment made to or on behalf of an eligible household shall accrue to that eligible household. Under this requirement, when a payment on behalf of a household is made to another

party, the household must realize full compensation corresponding to the amount paid to the other party.

1.7 CRISIS ASSISTANCE - HEATING (Energy Crisis Intervention Program, ECIP)

Crisis heating assistance consists of two components. ECIP-A is for emergency fuel, utility disconnections, and rental evictions. ECIP-B is for the repair or replacement of malfunctioning or inoperable heating systems in the most cost effective manner.

Applications for crisis heating assistance will be taken on an appointment basis each program year from the Monday of the first full workweek in October through the third Thursday in April.

A. Set-Aside

Fifteen percent (15%) of the Penobscot Indian Nation's LIHEAP allotment will be set aside until the third Thursday in April of each fiscal year to provide one-time emergency assistance to households who are experiencing an energy crisis. After this date, any remaining fuel assistance funds will be awarded to LIHEAP eligible households. ECIP-A applications will not be taken after this date, but ECIP-B applications will continue to be taken until the third Thursday in April of that fiscal year. These ECIP-B awards will be awarded from remaining carryover funds.

B. Eligibility

1. ECIP-A: In order to receive assistance, the household must have been certified as LIHEAP eligible, must have exhausted its heating benefits, must currently be living in the service area, must be either paying its energy and/or electricity costs directly to a Supplier or making rental payments. In order to receive assistance to avoid utility disconnection or eviction, the household must provide a copy of the disconnection notice or a copy of the notice to quit or court order. If fuel assistance is being requested, the LIHEAP worker completing the ECIP-A application will conduct a home visit to verify the fuel gauge is below one-quarter (1/4) of a tank.
2. ECIP-B: Only homeowners and homebuyers are eligible for assistance under this component. In order to receive immediate ECIP-B assistance, the homeowner/homebuyer must currently be living in the service area, must have submitted a LIHEAP application and all income and other documentation must be available for application certification. If not all documentation is available, ECIP-B funds may be set aside for the homeowner/ homebuyer until the third Thursday of April. After that date, such set-asides will be reprogrammed to heating assistance.

C. Energy Crisis

A household is considered to be experiencing an energy crisis if one of the following conditions exists:

1. The primary heating source of the household has less than one-quarter (1/4) of the fuel tank capacity remaining or less than one-quarter (1/4) cords of wood remaining;
2. The household has received a shut-off notice from the electric company.
3. The household has received a notice to quit or court order indicating eviction from the residence.
4. The primary heating system of the homeowner/homebuyer is inoperable or malfunctioning.

D. ECIP-A

1. Processing Applications

Applications for ECIP-assistance shall be acted on within 48 hours of submission, except that in a life-threatening situation, applications shall be acted on within 18 hours of submission.

2. Payments

Once all information/documentation has been received, the benefit amount shall be calculated in accordance with the Payment Matrix (Appendix E, and a voucher shall be immediately issued to the household's energy Supplier or vouchered payment will be made to the utility Supplier or landlord.

3. Notices

The Program Coordinator shall notify the household of the approval or disapproval of the request for ECIP-assistance, as follows:

- a. When an application is approved, the Program Coordinator will notify the household of the maximum benefit amount.
- b. When an application is denied or the amount of assistance will be less than indicated in a previous notice, the Program Coordinator will send notification to the household stating:
 - i. The reason for denial or for the decrease in amount;
 - ii. The procedures for requesting an informal conference with the Program Coordinator (Appendix J).
 - iii. The household's hearing rights under Section 1.8 of these Rules; and
 - iv. Information on how to request a fair hearing (Appendices J and K).

D. ECIP-B

Applications for ECIP-B assistance shall be acted on within 48 hours of submission, except that in a life-threatening situation, applications shall be acted on within 18 hours of submission.

A lifetime maximum benefit amount per housing unit is \$5,000. The Program Coordinator will manage services under this component.

1. Allowable Uses: ECIP-B funds may be used only for the repair or replacement of inoperable or malfunctioning heating systems, including:
 - a. Cleaning and tuning oil or gas heating systems;
 - b. Cleaning and tuning solid fuel heating systems;
 - c. Replacing oil or gas burners/boilers;
 - d. Replacing leaking oil tanks;
 - e. Replacing cracked heat exchangers;
 - f. Replacing or converting oil, gas, electric or solid fuel heating systems;
 - g. Sealing and insulating heating system pipes or ducts in unconditioned spaces;
 - h. Installing electrical or mechanical furnace ignition systems;

- i. Replacing or relocating thermostats and anticipator adjustment;
 - j. Baffling of the combustion chamber;
 - k. Optimizing the firing rate;
 - l. Cleaning the chimney, installing smoke alarms or fire extinguishers, or making other repairs necessary to bring the heating system into compliance with State of Maine and other applicable codes as defined by the State's Oil and Solid Fuel Board.
2. Proof of Ownership/Buyer Status: In order to verify that the applicant owns or is purchasing the housing unit for which ECIP-B assistance is being requested, the applicant shall provide a copy of the deed, mortgage, real estate tax bill, statement from the local tax assessor, town clerk or similar municipal official, or a bond for a deed. For applicants who are purchasing units constructed by the tribal Housing Department, a written statement from the Director of that Department will be accepted only if it ensures that the applicant does not have a non-routine maintenance reserve or other account that could be utilized to meet this need.
3. Processing Applications
- a. The Program Coordinator must complete the Crisis Assistance Application/Checklist (Appendix M).
 - b. For a heating system emergency, the household must submit a written assessment of the problem, a detailed description of the corrective measures needed and an itemized cost estimate from a licensed heating system specialist who has signed an agreement (Appendix T).

4. Payments

Once all information/documentation has been received and the household is eligible for assistance, work by the licensed heating Supplier may commence. Payment will be made to the Supplier within ten (10) days of satisfactory work completion and the submission of an itemized invoice.

5. Notices

The Program Coordinator shall notify the household of the approval or disapproval of the request for ECIP-B assistance, as follows:

- a. When an application is approved, the Program Coordinator will notify the household of the maximum benefit amount (Appendix N).
- b. When an application is denied or the amount of assistance will be less than indicated in a previous notice, the Program Coordinator will send notification to the household stating:
 - i. The reason for denial or for the decrease in amount;
 - ii. The procedures for requesting an informal conference with the Program Coordinator (Appendix J).

1.8 FAIR HEARING FOR DISSATISFIED HOUSEHOLDS

A. Request for Fair Hearing

The fair hearing authority for the LIHEAP Program will consist of regular and alternate members. Regular members shall be the Administrative Analyst, Grants and Contracts Director, Housing Director, Tribal Clerk,

and Health Director. Alternate members shall be the Human Resources Specialist and the Clerk of Court. Alternate members shall be utilized when regular members are unable to participate in a hearing or when a conflict of interest exists (e.g., the member is a relative of the complainant). Three members shall constitute a quorum at any meeting of the fair hearing authority.

Fair hearings may be requested under any of the following conditions:

1. An application for heating assistance is denied for reasons other than a failure on the part of the household to provide complete documentation or that an arithmetical or computational error was made in determining the amount of LIHEAP benefits.
2. An application for crisis heating assistance is denied for reasons other than a failure on the part of the household to provide complete documentation or that an arithmetical or computational error was made in determining the amount of LIHEAP benefits.
3. An application for heating assistance is acted upon later than ten (10) days from the date of application.
4. An application for ECIP-assistance is acted upon later than 48 hours from submission or, in a life-threatening situation, 18 hours from submission.
5. An application for ECIP-B assistance is acted upon later than 48 hours from submission or, in a life-threatening situation, 18 hours from submission.

B. Fair Hearing Procedures

The sequence of steps to be followed in requesting and holding fair hearings are:

1. The claimant shall submit his/her request for a fair hearing in writing on the prescribed form (Appendix I) within five (5) days from the date of the letter of notification.
2. The hearing authority shall decide if a hearing is warranted within five (5) days from the date the written request was received.
3. If the hearing is held, it shall be convened within ten (10) days from the date of the decision to hold the hearing.
4. The claimant shall be notified in writing of the date, time and location of the hearing.
5. The hearing shall be open only to the Hearing Authority, LIHEAP staff, the person designated to take minutes, and the claimant. Any other persons who have information relating to the appeal will be allowed to be present only while they present such information.
6. Failure of the claimant to appear at the fair hearing shall result in the denial of the claimant's appeal.
7. The hearing shall be conducted informally with information used as documentation being made available to the claimant.
8. The Hearing Panel shall render its decision within five (5) days from the date of the hearing.
9. Minutes of the hearing and a copy of the decision shall be filed in the claimant's file.

1.9 COORDINATION WITH WEATHERIZATION PROGRAMS AND ENERGY CONSERVATION EFFORTS

The Penobscot Indian Nation will refer individuals to and coordinate with existing federal, state, and local weatherization and energy conservation efforts in order to reduce the energy costs of households eligible for LIHEAP assistance.

1.10 OUTREACH ACTIVITIES

A. Priority Groups

The Penobscot Indian Nation will make provisions for reaching and serving those eligible for and in need of LIHEAP assistance with priority attention to outreach activities to identify and serve:

1. Those most vulnerable to the effects of cold, especially the elderly and households with children age 2 and younger;
2. Those that have special needs;
3. Those for whom access to assistance programs is made difficult by communications issues or general lack of knowledge about community service programs;
4. Lowest income individuals and families, especially those who are most seriously threatened by the increased cost of energy for residential purposes.

B. Specific Activities

1. LIHEAP notices will be delivered to households' on-reservation;
2. Posters/Notices will be placed in areas that are frequented by the general public;
3. LIHEAP notices will be placed on the tribal website (www.penobscotnation.org).

1.11 DISPOSITION OF CRISIS HEATING ASSISTANCE SET-ASIDE AND ISSUANCE OF SUPPLEMENTAL ASSISTANCE AND CARRY OVER INTO NEXT PROGRAM YEAR

Once the deadline for receiving crisis heating assistance applications has passed and all eligible households have been served, any balance remaining in the crisis heating assistance set-aside shall be combined with heating assistance funds. The LIHEAP staff, in consultation with the Finance Office, shall determine the fund balance in the LIHEAP budget. Once the fund balance has been determined, the LIHEAP staff shall determine how to utilize the remaining funds using the following as guidelines in arriving at this decision:

- Supplemental assistance may be issued to recipients of LIHEAP assistance in the current program year, the amount of such assistance to be dependent on the fund balance;
- No more than 10% of the LIHEAP allotment for the current year may be carried over into the next program year.
- Either or both options may be chosen for use of the fund balance.

Appendix A

Excluded Federal Payments and Other Benefits

I. Food

- (a) Value of food coupons under the Food Stamp Act of 1977, section 1301 of Pub. L. 95-113 (91 Stat. 968, 7 U.S.C. 2017(b)).
- (b) Value of federally donated foods distributed under section 32 of Pub. L. 74-320 (49 Stat. 774) or section 416 of the Agriculture Act of 1949 (63 Stat. 1058, 7 CFR 250.6(e) (9)).
- (c) Value of free or reduced price food for women and children under the—
 - (1) Child Nutrition Act of 1966, section 11(b) of Pub. L. 89-642 (80 Stat. 889, 42 U.S.C. 1780(b)) and section 17 of that Act as added by Pub. L. 92-433 (86 Stat. 729, 42 U.S.C. 1786); and
 - (2) National School Lunch Act, section 13(h) (3), as amended by section 3 of Pub. L. 90-302 (82 Stat. 119, 42 U.S.C. 1761(h) (3)).
- (d) Services, except for wages paid to residents who assist in providing congregate services such as meals and personal care, provided a resident of an eligible housing project under a congregate services program under section 802 of the Cranston-Gonzales National Affordable Housing Act, Public Law 101-625 (104 Stat. 4313, 42 U.S.C. 8011).

II. Housing and Utilities

- (a) Assistance to prevent fuel cut-offs and to promote energy efficiency under the Emergency Energy Conservation Services Program or the Energy Crisis Assistance Program as authorized by section 222(a)(5) of the Economic Opportunity Act of 1964, as amended by section 5(d)(1) of Pub. L. No. 93-644 and section 5(a) (2) of Pub. L. 95-568 (88 Stat. 2294 as amended, 42 U.S.C. 2809(a) (5)).
- (b) Home energy assistance payments or allowances under title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended (42 U.S.C. 8624(f)).

Note: This exclusion applies to a sponsor's income only if the alien is living in the housing unit for which the sponsor receives the home energy assistance payments or allowances.

- (c) Value of any assistance paid with respect to a dwelling unit under—
 - (1) The United States Housing Act of 1937;
 - (2) The National Housing Act;
 - (3) Section 101 of the Housing and Urban Development Act of 1965; or
 - (4) Title V of the Housing Act of 1949.

Note: This exclusion applies to a sponsor's income only if the alien is living in the housing unit for which the sponsor receives the housing assistance.

- (d) Payments for relocating, made to persons displaced by Federal or federally assisted programs which acquire real property, under section 216 of Pub. L. 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1902, 42 U.S.C. 4636).

III. Education and Employment

- (a) Grants or loans to undergraduate students made or insured under programs administered by the Secretary of Education under section 507 of the Higher Education Amendments of 1968, Pub. L. 90-575 (82 Stat. 1063).
- (b) Any wages, allowances, or reimbursement for transportation and attendant care costs, unless accepted on a case-by-case basis, when received by an eligible handicapped individual employed in a project under title VI of the Rehabilitation Act of 1973 as added by title II of Pub. L. 95-602 (92 Stat. 2992, 29 U.S.C. 795(b) (c)).
- (c) Student financial assistance for attendance costs received from a program funded in whole or in part under title IV of the Higher Education Act of 1965, as amended, or under Bureau of Indian Affairs student assistance programs if it is made available for tuition and fees normally assessed a student carrying the same academic workload, as determined by the institution, including costs for rental or purchase of any equipment, materials, or supplies required of all students in the same course of study and an allowance for books, supplies, transportation, and miscellaneous personal expenses for a student attending the institution on at least a half-time basis, as determined by the institution, under section 14(27) of Public Law 100-50, the Higher Education Technical Amendments Act of 1987 (20 U.S.C. 1087uu).

IV. Native Americans

- (a) Types of Payments Excluded Without Regard to Specific Tribes or Groups—
 - (1) Indian judgment funds that are held in trust by the Secretary of the Interior or distributed per capita pursuant to a plan prepared by the Secretary of the Interior and not disapproved by a joint resolution of the Congress under Public Law 93-134 as amended by section 4 of Public Law 97-458 (96 Stat. 2513, 25 U.S.C. 1408). Indian judgment funds include interest and investment income accrued while such funds are so held in trust. This exclusion extends to initial purchases made with Indian judgment funds. This exclusion does not apply to sales or conversions of initial purchases or to subsequent purchases.

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

- (2) All funds held in trust by the Secretary of the Interior for an Indian tribe and distributed per capita to a member of that tribe are excluded from income under Public Law 98-64 (97 Stat. 365, 25 U.S.C. 117b). Funds held by Alaska Native Regional and Village Corporations (ANRVC) are not held in trust by the Secretary of the Interior and therefore ANRVC dividend distributions are not excluded from countable income under this exclusion. For ANRVC dividend distributions, see paragraph IV. (a)(3) of this appendix.

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

- (3) Distributions received by an individual Alaska Native or descendant of an Alaska Native from an Alaska Native Regional and Village Corporation pursuant to the Alaska Native Claims Settlement Act, as follows: cash, including cash dividends on stock received from a Native Corporation, to the extent that it does not, in the aggregate, exceed \$2,000 per individual each year; stock, including stock issued or distributed by a Native Corporation as a dividend or distribution on stock; a partnership interest; land or an interest in land, including land or an interest in land received from a Native Corporation as a dividend or distribution on stock; and an interest in a settlement trust. This exclusion is pursuant to section 15 of the Alaska Native Claims Settlement Act Amendments of 1987, Public Law 100-241 (101 Stat. 1812, 43 U.S.C. 1626(c)), effective February 3, 1988.

Note: This exclusion does not apply in deeming income from sponsors to aliens.

- (4) Up to \$2,000 per year received by Indians that is derived from individual interests in trust or restricted lands under section 13736 of Public Law 103-66 (107 Stat. 663, 25 U.S.C. 1408, as amended).
- (b) Payments to Members of Specific Indian Tribes and Groups—
- (1) Per capita payments to members of the Red Lake Band of Chippewa Indians from the proceeds of the sale of timber and lumber on the Red Lake Reservation under section 3 of Public Law 85-794 (72 Stat. 958).
 - (2) Per capita distribution payments by the Blackfeet and Gros Ventre tribal governments to members which resulted from judgment funds to the tribes under section 4 of Public Law 92-254 (86 Stat. 65) and under section 6 of Public Law 97-408 (96 Stat. 2036).
 - (3) Settlement fund payments and the availability of such funds to members of the Hopi and Navajo Tribes under section 22 of Public Law 93-531 (88 Stat. 1722) as amended by Public Law 96-305 (94 Stat. 929).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

- (4) Judgment funds distributed per capita to, or held in trust for, members of the Sac and Fox Indian Nation, and the availability of such funds under section 6 of Public Law 94-189 (89 Stat. 1094).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

- (5) Judgment funds distributed per capita to, or held in trust for, members of the Grand River Band of Ottawa Indians, and the availability of such funds under section 6 of Public Law 94-540 (90 Stat. 2504).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

- (6) Any judgment funds distributed per capita to members of the Confederated Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation under section 2 of Public Law 95-433 (92 Stat. 1047, 25 U.S.C. 609c-1).

(7) Any judgment funds distributed per capita or made available for programs for members of the Delaware Tribe of Indians and the absentee Delaware Tribe of Western Oklahoma under section 8 of Public Law 96-318 (94 Stat. 971).

(8) All funds and distributions to members of the Passamaquoddy Tribe, the Penobscot Nation, and the Houlton Band of Maliseet Indians under the Maine Indian Claims Settlement Act, and the availability of such funds under section 9 of Public Law 96-420 (94 Stat. 1795, 25 U.S.C. 1728(c)).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

(9) Any distributions of judgment funds to members of the San Carlos Apache Indian Tribe of Arizona under section 7 of Public Law 93-134 (87 Stat. 468) and Public Law 97-95 (95 Stat. 1206).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

(10) Any distribution of judgment funds to members of the Wyandot Tribe of Indians of Oklahoma under section 6 of Public Law 97-371 (96 Stat. 1814).

(11) Distributions of judgment funds to members of the Shawnee Tribe of Indians (Absentee Shawnee Tribe of Oklahoma, the Eastern Shawnee Tribe of Oklahoma and the Cherokee Band of Shawnee descendants) under section 7 of Public Law 97-372 (96 Stat. 1816).

(12) Judgment funds distributed per capita or made available for programs for members of the Miami Tribe of Oklahoma and the Miami Indians of Indiana under section 7 of Public Law 97-376 (96 Stat. 1829).

(13) Distributions of judgment funds to members of the Clallam Tribe of Indians of the State of Washington (Port Gamble Indian Community, Lower Elwha Tribal Community and the Jamestown Band of Clallam Indians) under section 6 of Public Law 97-402 (96 Stat. 2021).

(14) Judgment funds distributed per capita or made available for programs for members of the Pembina Chippewa Indians (Turtle Mountain Band of Chippewa Indians, Chippewa Cree Tribe of Rocky Boy's Reservation, Minnesota Chippewa Tribe, Little Shell Band of the Chippewa Indians of Montana, and the nonmember Pembina descendants) under section 9 of Public Law 97-403 (96 Stat. 2025).

(15) Per capita distributions of judgment funds to members of the Assiniboine Tribe of Fort Belknap Indian Community and the Papago Tribe of Arizona under sections 6 and 8(d) of Public Law 97-408 (96 Stat. 2036, 2038).

(16) Up to \$2,000 of per capita distributions of judgment funds to members of the Confederated Tribes of the Warm Springs Reservation under section 4 of Public Law 97-436 (96 Stat. 2284).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

(17) Judgment funds distributed to the Red Lake Band of Chippewa Indians under section 3 of Public Law 98-123 (97 Stat. 816).

- (18) Funds distributed per capita or family interest payments for members of the Assiniboine Tribe of Fort Belknap Indian Community of Montana and the Assiniboine Tribe of the Fort Peck Indian Reservation of Montana under section 5 of Public Law 98-124 (97 Stat. 818).
- (19) Distributions of judgment funds and income derived therefrom to members of the Shoalwater Bay Indian Tribe under section 5 of Public Law 98-432 (98 Stat. 1672).
- (20) All distributions to heirs of certain deceased Indians under section 8 of the Old Age Assistance Claims Settlement Act, Public Law 98-500 (98 Stat. 2319).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

- (21) Judgment funds distributed per capita or made available for any tribal program for members of the Wyandotte Tribe of Oklahoma and the Absentee Wyandottes under section 106 of Public Law 98-602 (98 Stat. 3151).
- (22) Per capita and dividend payment distributions of judgment funds to members of the Santee Sioux Tribe of Nebraska, the Flandreau Santee Sioux Tribe, the Prairie Island Sioux, Lower Sioux, and Shakopee Mdewakanton Sioux Communities of Minnesota under section 8 of Public Law 99-130 (99 Stat. 552) and section 7 of Public Law 93-134 (87 Stat. 468), as amended by Public Law 97-458 (96 Stat. 2513; 25 U.S.C. 1407).
- (23) Funds distributed per capita or held in trust for members of the Chippewa's of Lake Superior and the Chippewa's of the Mississippi under section 6 of Public Law 99-146 (99 Stat. 782).
- (24) Distributions of claims settlement funds to members of the White Earth Band of Chippewa Indians as allottees, or their heirs, under section 16 of Public Law 99-264 (100 Stat. 70).
- (25) Payments or distributions of judgment funds, and the availability of any amount for such payments or distributions, to members of the Saginaw Chippewa Indian Tribe of Michigan under section 6 of Public Law 99-346 (100 Stat. 677).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

- (26) Judgment funds distributed per capita or held in trust for members of the Chippewa of Lake Superior and the Chippewa of the Mississippi under section 4 of Public Law 99-377 (100 Stat. 805).
- (27) Judgment funds distributed to members of the Cow Creek Band of Umpqua Tribe of Indians under section 4 of Public Law 100-139 (101 Stat. 822).
- (28) Per capita payments of claims settlement funds to members of the Coushatta Tribe of Louisiana under section 2 of Public Law 100-411 (102 Stat. 1097) and section 7 of Public Law 93-134 (87 Stat. 468), as amended by Public Law 97-458 (96 Stat. 2513; 25 U.S.C. 1407).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

- (29) Funds distributed per capita for members of the Hoopa Valley Indian Tribe and the Yurok Indian Tribe under sections 4, 6 and 7 of Public Law 100-580 (102 Stat. 2929, 2930, 2931) and section 3 of Public Law 98-64 (97 Stat. 365; 25 U.S.C. 117b).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

- (30) Judgment funds held in trust by the United States, including interest and investment income accruing on such funds, and judgment funds made available for programs or distributed to members of the Wisconsin Band of Potawatomi (Hannahville Indian Community and Forest County Potawatomi) under section 503 of Public Law 100-581 (102 Stat. 2945).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

- (31) All funds, assets, and income from the trust fund transferred to the members of the Puyallup Tribe under section 10 of the Puyallup Tribe of Indians Settlement Act of 1989, Public Law 101-41 (103 Stat. 88, 25 U.S.C. 1773h(c)).

Note: This exclusion does not apply in deeming income from sponsors to aliens.

- (32) Judgment funds distributed per capita, or held in trust, or made available for programs, for members of the Seminole Nation of Oklahoma, the Seminole Tribe of Florida, the Miccosukee Tribe of Indians of Florida and the independent Seminole Indians of Florida under section 8 of Public Law 101-277 (104 Stat. 145).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

- (33) Payments, funds, distributions, or income derived from them to members of the Seneca Nation of New York under section 8(b) of the Seneca Nation Settlement Act of 1990, Public Law 101-503 (104 Stat. 1297, 25 U.S.C. 1774f).

Note: This exclusion does not apply in deeming income from sponsors to aliens.

- (34) Per capita distributions of settlement funds under section 102 of the Fallon Paiute Shoshone Indian Tribes Water Rights Settlement Act of 1990, Public Law 101-618 (104 Stat. 3289) and section 7 of Public Law 93-134 (87 Stat. 468), as amended by Public Law 97-458 (96 Stat. 2513; 25 U.S.C. 1407).

- (35) Settlement funds, assets, income, payments, or distributions from Trust Funds to members of the Catawba Indian Tribe of South Carolina under section 11(m) of Public Law 103-116 (107 Stat. 1133).

- (36) Settlement funds held in trust (including interest and investment income accruing on such funds) for, and payments made to, members of the Confederated Tribes of the Colville Reservation under section 7(b) of Public Law 103-436 (108 Stat. 4579).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.

- (37) Judgment funds distributed under section 111 of the Michigan Indian Land Claims Settlement Act, (Pub. L. 105-143, 111 Stat. 2665).
 - (38) Judgment funds distributed under section 4 of the Cowlitz Indian Tribe Distribution of Judgment Funds Act, (Pub. L. 108-222, 118 Stat. 624).
- (c) Receipts from Lands Held in Trust for Certain Tribes or Groups—
- (1) Receipts from land held in trust by the Federal government and distributed to members of certain Indian tribes under section 6 of Public Law 94-114 (89 Stat. 579, 25 U.S.C. 459e).

Note: This exclusion applies to the income of sponsors of aliens only if the alien lives in the sponsor's household.
 - (2) Receipts derived from trust lands awarded to the Pueblo of Santa Ana and distributed to members of that tribe under section 6 of Public Law 95-498 (92 Stat. 1677).
 - (3) Receipts derived from trust lands awarded to the Pueblo of Zia of New Mexico and distributed to members of that tribe under section 6 of Public Law 95-499 (92 Stat. 1680).

V. Other

- (a) Compensation provided to volunteers by the Corporation for National and Community Service (CNCS), unless determined by the CNCS to constitute the minimum wage in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.), or applicable State law, pursuant to 42 U.S.C. 5044(f)(1).

Note: This exclusion does not apply to the income of sponsors of aliens.

- (b) Any assistance to an individual (other than wages or salaries) under the Older Americans Act of 1965, as amended by section 102(h) (1) of Pub. L. 95-478 (92 Stat. 1515, 42 U.S.C. 3020a).
- (c) Amounts paid as restitution to certain individuals of Japanese ancestry and Aleuts for losses suffered as a result of evacuation, relocation, and internment during World War II, under the Civil Liberties Act of 1988 and the Aleutian and Pribilof Islands Restitution Act, sections 105(f) and 206(d) of Public Law 100-383 (50 U.S.C. App. 1989 b and c).
- (d) Payments made on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.) under Public Law 101-201 (103 Stat. 1795) and section 10405 of Public Law 101-239 (103 Stat. 2489).
- (e) Payments made under section 6 of the Radiation Exposure Compensation Act, Public Law 101-426 (104 Stat. 925, 42 U.S.C. 2210).
- (f) The value of any child care provided or arranged (or any payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act, as amended by section 8(b) of Public Law 102-586 (106 Stat. 5035).
- (g) Payments made to individuals because of their status as victims of Nazi persecution excluded pursuant to section 1(a) of the Victims of Nazi Persecution Act of 1994, Public Law 103-286 (108 Stat. 1450).

- (h) Any matching funds from a demonstration project authorized by the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (Pub. L. 105-285) and any interest earned on these matching funds in an Individual Development Account, pursuant to section 415 of Pub. L. 105-285 (112 Stat. 2771).
- (i) Any earnings, Temporary Assistance for Needy Families matching funds, and interest in an Individual Development Account, pursuant to section 103 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Pub. L. 104-193, 42 U.S.C. 604(h) (4)).
- (j) Payments made to individuals who were captured and interned by the Democratic Republic of Vietnam as a result of participation in certain military operations, pursuant to section 606 of the Departments of Labor, Health and Human Services and Education and Related Agencies Appropriations Act of 1996 (Pub. L. 105-78).
- (k) Payments made to certain Vietnam veterans' children with spina bifida, pursuant to section 421 of the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act of 1997 (Pub. L. 104-204, 38 U.S.C. 1805(a)).
- (l) Payments made to the children of women Vietnam veterans who suffer from certain birth defects, pursuant to section 401 of the Veterans Benefits and Health Care Improvement Act of 2000 (Pub. L. 106-419 (38 U.S.C. 1833(c)).

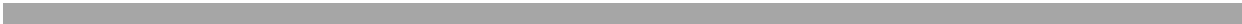
DEPARTMENT OF SOCIAL SERVICES
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
FY 2021 Program Monitoring Sheet

Date: _____
 Reviewer: _____
 File Name: _____



PART I

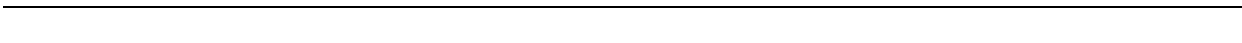
- | | | | | | | |
|--|-----|--------------------------|----|--------------------------|-----|--------------------------|
| 1 Intake application is correctly completed. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | N/A | <input type="checkbox"/> |
| Details: _____ | | | | | | |
| 2 Proof of income from all sources is provided. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | N/A | <input type="checkbox"/> |
| Details: _____ | | | | | | |
| 3 Certification, including points awarded and benefit amount is correct. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | N/A | <input type="checkbox"/> |
| Details: _____ | | | | | | |
| 4 Application was acted upon within required timeframes. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | N/A | <input type="checkbox"/> |
| Details: _____ | | | | | | |
| 5 The file contains signed income verifications from appropriate household members. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | N/A | <input type="checkbox"/> |
| Details: _____ | | | | | | |
| 6 Request for further documentation was completed, if applicable. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | N/A | <input type="checkbox"/> |
| Details: _____ | | | | | | |
| 7 Electronic voucher number(s) assigned to benefit. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | N/A | <input type="checkbox"/> |
| Details: _____ | | | | | | |
| 8 The file contains an appropriately completed Versant Maine LIAP application. | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | N/A | <input type="checkbox"/> |
| Details: _____ | | | | | | |
| 9 The file contains copies of the rental payment agreement and a completed W-9, if appropriate. (Does not apply to PN Housing Authority) | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | N/A | <input type="checkbox"/> |
| Details: _____ | | | | | | |



PART II

File Contains copy of the Letter of Notification. (For denied applications, the fair hearing and informal conference information are included).	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
Details: _____						

Additional Information: _____



Appendix C

DEPARTMENT OF SOCIAL SERVICES
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
2020-2021 Intake Application

Case #: _____

Household Composition (Include all persons living in the household) on the lease and their spouses)

Name of Applicant:

_____ Last _____ First _____ Date of Birth _____ Age _____ Social Security Number

_____ Location of Household (Street Address) _____ Telephone Number

_____ Complete Mailing Address (Street or Box Number, City, State, Zip Code) Marital Status: Si M D Se
W

Other Household Members	Birth Date	Age	Social Security #	60+	55-59	Dis-	0-2

Total number living in household: _____

II. Type of Dwelling Unit and Applicant Status

Dwelling Type: _____ Single Family; (house by itself) _____ # of bedrooms
_____ Mobile Home
_____ Apartment
_____ Room

Applicant Status: _____ Owner
_____ Renter: Landlord's Name, Address and Phone # (**Required for Renters**) _____

Is your rent based on your income? (**Required for Renters**) ___ Yes ___ No

_____ Buyer: Mortgage Holder's Name, Address and Phone #: _____

III. Heating and Electricity Information

Do you pay for your heat directly? Yes No **If yes, who is your vendor?** _____ **Initials**

What is your primary heating source? Kerosene (#1) Oil (#2) Propane Wood Natural Gas
 Electricity Other (specify): _____

How is your household electricity paid? Direct Payment Housing Authority Included in rent

If you pay directly for electricity, what is your Emera Maine Account Number? (Format Should be 0000000000000000-0)

What is the name is on your Emera Maine Account? _____

IV. Household Income and Employment (for all persons living in the household)

Your income can be calculated for the previous 12 months or the previous 3 months,
 please choose the time range you would prefer: 12 Months 3 Months

Type of Gross Income	Amount	How Received?	Total Income for:	
			12 Months	3 Months
Gross Wages:				
Name: _____				
Name: _____				
Name: _____				
Rental Income				
Alimony				
Child Support				
Self-employment				
Pension, Retirement, Annuity				
Unemployment Compensation				
Worker's Compensation (lump sum and installment payments)				
TANF				
Gross SSI:				
Name: _____				
Name: _____				
Name: _____				
Gross Social Security Disability				
Name: _____				
Name: _____				
Name: _____				
Gross Social Security:				
Name: _____				
Name: _____				
Name: _____				
VA Benefits				
Dividends/Interest				
Other Income (Specify):				
Total Household Income				

For each household member who was employed during the last 12 months, please provide the following information for each place of employment (attach additional pages as necessary):

Household Member Name	Household Member Name	Household Member Name
Employer Name	Employer Name	Employer Name
Mailing Address	Mailing Address	Mailing Address
City/State Zip	City/State Zip	City/State Zip
Telephone Number _____	Telephone Number _____	Telephone Number _____
Dates of Employment	Dates of Employment	Dates of Employment
From: _____ To: _____	From: _____ To: _____	From: _____ To: _____
Household Member Name	Household Member Name	Household Member Name
Employer Name	Employer Name	Employer Name
Mailing Address	Mailing Address	Mailing Address
City/State Zip	City/State Zip	City/State Zip
Telephone Number _____	Telephone Number _____	Telephone Number _____
Dates of Employment	Dates of Employment	Dates of Employment
From: _____ To: _____	From: _____ To: _____	From: _____ To: _____
Household Member Name	Household Member Name	Household Member Name
Employer Name	Employer Name	Employer Name
Mailing Address	Mailing Address	Mailing Address
City/State Zip	City/State Zip	City/State Zip
Telephone Number _____	Telephone Number _____	Telephone Number _____
Dates of Employment	Dates of Employment	Dates of Employment
From: _____ To: _____	From: _____ To: _____	From: _____ To: _____

If you are eligible for LIHEAP, which of the following ways do you want your benefits applied:

Fuel _____ %

Electricity _____ %

***INTAKE WORKER** : If Rent % is chosen, please give client a W-9 form so if the application is certified, a payment to the landlord can be processed in a timely manner. If the landlord is PINHA, no W-9 is required. **Initials** _____ **

** **INTAKE WORKER** : Please have applicant initial percentages as these will not change.

Page 3 of 4

**INCOME VERIFICATION, CONFIDENTIALITY WAIVER, PENALTY PROVISION,
AND OTHER MATTERS**

I CONSENT to the Penobscot Indian Nation or its authorized representatives verifying all information in this application, including household composition and sources of income for the twelve (12) months preceding the date below. I also CONSENT to the verification of home energy bills, payment and credits for my household for the same twelve-month period and through the fiscal year for which this application applies. Therefore, for the duration of this time, I WAIVE any rights which I may have to keep such information confidential. I UNDERSTAND that if I knowingly make a false or fraudulent statement that results in a payment to which I am not entitled, I will be liable to the Penobscot Indian Nation for such amount, and I may be prosecuted to the full extent of the law. I further UNDERSTAND that if I fail to report all sources of income for my household and/or all household members, my application for HEAP assistance will be automatically denied. I fully UNDERSTAND and AGREE that if I move out of this program's service area at any time during the program year, I will not be eligible to receive additional LIHEAP assistance regardless of the date on which program funding became available. LASTLY, I acknowledge receipt of the Notice to Applicants that contains important information about accessing LIHEAP services.

Applicant Signature

Intake Worker Signature

Date

Date

FOR INTAKE WORKER USE ONLY AFTER ALL DOCUMENTATION IS RECEIVED:

Intake complete and forwarded to be processed on: _____ at _____ AM/PM
Date Time

Intake Worker Signature: _____

THIS APPLICATION HAS BEEN CALCULATED AND IS READY FOR CERTIFICATION/DENIAL

Complete application forwarded to Program Coordinator on: _____ at _____ AM/PM
Date Time

Processed and calculated by: _____

Appendix D

DEPARTMENT OF SOCIAL SERVICES
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
FY 2021 Eligibility Review and Determination

A. ELIGIBILITY REVIEW

Applicant Name: _____ Number of Household Members: _____

Household includes at least one person who is: _____ elderly (age 60 or older)
 _____ elderly (age 55-59)
 _____ person with special needs
 _____ 0-2 years old

Household receives categorical assistance: _____ (specify kind of assistance: _____)

	12 Months	3 Months
Total household income from page 2 of application		
Exclusions		
Friend/Relative Contributions (up to \$500)		
Income from sale of arts and crafts, odd jobs, etc. (up to \$1,000)		
Loans		
Income tax refunds		
Bingo winnings		
Dividends, interest, rents, etc. (up to \$1,000)		
Minor children earnings		
Total Countable Household Income		

Household Income: _____ () Points*: _____

Type of Housing Unit: _____ Points: _____

Primary Heating Source: _____ Points: _____

TOTAL POINTS: _____

* A household that receives categorical assistance is eligible for LIHEAP assistance even if the total countable income exceeds the income guidelines. In the event this situation occurs, the household will receive points at the Tier 4 level.

$$\frac{\text{Total Points}}{\text{Point Value}} \times \$100 = \$ \text{LIHEAP Benefit Amount}$$

B. ELIGIBILITY DETERMINATION

I have reviewed this application and I certify that this household is:

a. Eligible for LIHEAP assistance in the amount of: \$ _____

b. Not Eligible for LIHEAP assistance because: _____

 Certifying Signature

 Date

Appendix E

**DEPARTMENT OF SOCIAL SERVICES
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
FY 2021 Program Payment Matrix**

Point Value: 1 Point = \$100.00

Heating Assistance

Points for Income/
Family Size:

Tier 1	8 Points
Tier 2	6 Points
Tier 3	4 Points
Tier 4	2 Points

Points for Housing:

Single Family: 5+ Bedrooms	8 Points
Single Family: 3-4 Bedrooms	7 Points
Single Family: 1-2 Bedrooms	6 Points
Mobile Home	5 Points
Apartment with Heat and Electric	4 Points
Apartment: Direct Payment of Heat OR Electricity/Single Family: Rental Pay No Direct Heat OR Electricity	3 Points
Apartment: Heat AND Electricity Included	2 Points
Room	1 Point
All Units With No Rent or Direct Utility Payments	0 Points

Points for Direct Payment
of Primary Fuel Source:

Kerosene (#1)	6 Points
Furnace Oil (#2)	5 Points
Electricity	4 Points
Propane/Natural Gas	3 Points
Wood	2 Points
Other	1 Point
No Direct Fuel Payment	0 Points

Crisis Assistance (ECIP-A)

Crisis Type	Tier 1	Tier 2	Tier 2	Tier 4
Kerosene, Furnace Oil, Propane, Natural Gas	\$300	\$250	\$200	\$150
Electricity	\$300	\$250	\$200	\$150
Wood/Other	\$300	\$250	\$200	\$150
Rent	\$300	\$250	\$200	\$150

Appendix F

**PENOBSCOT NATION DEPARTMENT OF SOCIAL SERVICES
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM**

FY 2021 INCOME GUIDELINES

Household Size	150% Federal Poverty Level**				60% ME Median Income*			
	Tier 1		Tier 2		Tier 3		Tier 4	
	Annual	13 Week	Annual	13 Week	Annual	13 Week	Annual	13 Week
1	\$19,140	\$4,785	\$21,631	\$5,408	\$24,121	\$6,030	\$26,612	\$6,653
2	\$25,860	\$6,465	\$28,206	\$7,052	\$30,553	\$7,638	\$34,800	\$8,700
3	\$32,580	\$8,145	\$34,782	\$8,696	\$36,984	\$9,246	\$42,988	\$10,747
4	\$39,300	\$9,825	\$41,358	\$10,339	\$43,416	\$10,854	\$51,176	\$12,794
5	\$46,020	\$11,505	\$47,934	\$11,983	\$49,847	\$12,462	\$59,364	\$14,841
6	\$52,740	\$13,185	\$54,509	\$13,627	\$56,279	\$14,070	\$67,552	\$16,888
7	\$59,460	\$14,865	\$61,085	\$15,271	\$62,710	\$15,678	\$69,088	\$17,272
8	\$66,180	\$16,545	\$67,661	\$16,915	\$69,142	\$17,285	\$70,623	\$17,656

For each additional member, add:

	\$6,720	\$1,680	\$6,576	\$1,644	\$6,432	\$1,608	*see below	*see below
--	---------	---------	---------	---------	---------	---------	------------	------------

*HHS calculated these limits for households of sizes other than 4 persons under the methodology specified in 45 CFR 96.85. This methodology calls for HHS to multiply the limit for a four-person household by the following: (1) 52 percent for one person; (2) 68 percent for two persons; (3) 84 percent for three persons; (4) 100 percent for four persons; (5) 116 percent for five persons; and (6) 132 percent for six persons. HHS did not calculate the limits for households of sizes greater than six persons; however, those limits are based on that for a four-person family times 132 percent plus 3 percentage points for each household member above six.

**Federal Poverty Level Source: LIHEAP-IM-2020-01 Dated 05/29/2020

*State Median Income Source: LIHEAP-IM-2020-02 Dated 05/29/2020

Appendix G

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

Letter of Notification

Date: _____

Dear _____ :

This letter is to advise you that your application for heating assistance has been approved. Your maximum benefit amount is up to \$ _____. This benefit amount will be provided to you as follows:

\$ _____ has been set aside for fuel. Your supplier, _____, has been notified of your benefit amount. **Please call your supplier directly when you need fuel.**

\$ _____ has been sent to Bangor Hydro-Electric Company;

\$ _____ has been sent to _____ ;

\$ _____ is enclosed in the form of check number _____ dated _____.

Because of LIHEAP regulations, this amount must be fully used before September 30, _____. If you have any questions about your benefits, please feel free to contact us. We are always interested in hearing from you with regard to any aspect of the program. We invite you to share your views with us since they may help us to improve the program.

Very truly yours,

xc: file

Appendix H

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

Income Verification

I, _____, hereby certify that I have given consent to the Penobscot Indian Nation or its authorized representatives to verify my sources of income for the purpose of determining my eligibility for heating assistance. It is expressly understood that this information is for this purpose only and will remain confidential unless otherwise indicated by me in writing.

Signature

Date

Social Security Number (optional)

.....
.....

TO: _____

DATE: _____

- First Request
- Second Request
- Third Request

The above-named person has applied for assistance under our Low-Income Home Energy Assistance Program, and in order to make an eligibility determination, we need to verify his/her **gross** income. In addition to the requested information, we would be most appreciative if you would provide computer printouts and any other pertinent information that your records may contain which may assist us in determining his/her eligibility. Please return this form to us as soon as possible. Thank you for your prompt attention to this matter.

<p>1. For the 12-month period beginning on _____ and ending on _____ (date this form was signed by applicant), his/her gross income was: \$ _____</p> <p>2. For the 13-week period beginning on _____ and ending on _____ (date this form was signed by applicant), his/her gross income was: \$ _____</p> <p>3. Computer printouts or other information is being provided as follows: _____ _____</p> <p>4. Start Date of Work: _____ End Date of Work: _____</p> <p>Provider's Signature: _____ Date: _____</p>

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

Request for Further Documentation

Date: _____

Dear _____:

In order to complete your application for HEAP assistance, it is necessary for you to provide this office with additional documentation within ten (10) days from the date of this letter. Please provide documentation as indicated below:

- | | |
|---|---|
| <input type="checkbox"/> Rent Receipt | <input type="checkbox"/> VA Benefits |
| <input type="checkbox"/> SSI | <input type="checkbox"/> Pension, Annuity |
| <input type="checkbox"/> Alimony, Child Support | <input type="checkbox"/> TANF |
| <input type="checkbox"/> Retirement | <input type="checkbox"/> Social Security Disability |
| <input type="checkbox"/> Social Security | <input type="checkbox"/> Gross Wages for: _____ |
| <input type="checkbox"/> Dividends, Interest | <input type="checkbox"/> Unemployment _____ |
| <input type="checkbox"/> Worker's Compensation | <input type="checkbox"/> Other (specify): _____ |
- _____

The above information must be submitted to this office no later than _____. Please be advised that your failure to submit this information will result in a denial of your application as set forth the LIHEAP Rules.

xc: file

PENOBSCOT NATION

Department of Human Services

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

Informal Conference Procedures

An informal conference provides an opportunity for an applicant to review his/her application with the Program Coordinator. The Program Coordinator will explain why the application was denied or not acted upon within the specified time.

An informal conference may be requested under any of the following conditions:

1. An application for heating assistance is denied for reasons other than a failure to provide complete documentation or that an arithmetical or computational error was made in determining the amount of LIHEAP benefits.
2. An application for crisis heating assistance is denied for reasons other than a failure to provide complete documentation or that an arithmetical or computational error was made in determining the amount of LIHEAP benefits.
3. An application for heating assistance is acted upon later than ten (10) days from the date of application.
4. An application for ECIP-assistance is acted upon later than 48 hours from submission or, in a life-threatening situation, 18 hours from submission.
5. An application for ECIP-B assistance is acted upon later than 48 hours from submission or, in a life-threatening situation, 18 hours from submission.

The sequence of steps to be taken in requesting and holding an informal conference are as follows:

1. The applicant shall contact the Program Coordinator by telephone or in person to schedule a date, time and a location for the conference.
2. The informal conference shall be open only to the applicant and the Program Coordinator.

The results of the proceedings shall be written by the Program Coordinator; a copy shall be filed in the applicant's file and another copy shall be made available to the applicant.

Appendix K

**PENOBSCOT NATION
Department of Human Services**

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

Fair Hearing Procedures

Fair hearings may be requested under any of the following conditions:

- An application for heating assistance is denied for reasons other than a failure to provide complete documentation or that an arithmetical or computational error was made in determining the amount of LIHEAP benefits.
- An application for crisis heating assistance is denied for reasons other than a failure to provide complete documentation or that an arithmetical or computational error was made in determining the amount of LIHEAP benefits.
- An application for heating assistance is acted upon later than ten (10) days from the date of application.
- 4. An application for ECIP-assistance is acted upon later than 48 hours from submission or, in a life-threatening situation, 18 hours from submission.
- 5. An application for ECIP-B assistance is acted upon later than 48 hours from submission or, in a life-threatening situation, 18 hours from submission.

The sequence of steps to be followed in requesting and holding fair hearings is:

1. The claimant shall request a fair hearing in writing on the Fair Hearing Form within five (5) days from the date of the letter of notification.
2. The hearing panel shall decide if a hearing is warranted within five (5) days from the date of the written request.
3. If the hearing is held, it shall be convened within ten (10) days from the date of the decision to hold the hearing.
4. The claimant shall be notified in writing of the date, time and location of the hearing.
5. The hearing shall be open only to the Hearing Panel, LIHEAP staff, the person designated to take minutes, and the claimant. Any other persons who have information relating to the appeal will be allowed to be present only while they present such information.
6. Failure of the claimant to appear at the fair hearing shall result in the denial of the claimant's appeal.
7. The hearing shall be conducted informally with information used as documentation being made available to the claimant.
8. The Hearing Panel shall render its decision within five (5) days from the date of the hearing.
9. Minutes of the hearing and a copy of the decision shall be filed in the claimant's file.

Appendix L

PENOBSCOT INDIAN NATION
Department of Human Services
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
Request for Fair Hearing

Date: _____

I hereby request a fair hearing about the following decision:

I received a letter of notification regarding my application for LIHEAP assistance that was dated:

I am available to meeting with the Hearing Panel at any of the following dates and times:

Printed Name: _____

Signature

Date

Appendix M

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

CRISIS ASSISTANCE ECIP-A: (HEATING ONLY)

Application/Checklist

Date: _____

Applicant Name: _____ Tel.No: _____

Address: _____ Case#: _____

_____ Primary Heating Source: _____

A. PREREQUISITES

1. Has the applicant's eligibility for LIHEAP been certified? _____ Yes _____ No
- If yes, date of certification _____
2. Have they already applied for ECIP-A? _____ Yes _____ No
3. Has the applicant exhausted his/her LIHEAP benefits? _____ Yes _____ No

B. ENERGY CRISIS DETERMINATION

1. Does the applicant have a fuel gauge on his/her tank? _____ Yes _____ No

If no, you need to complete the upper portion of the Supplier Verification form and deliver to energy Supplier. Enter the date that the completed Supplier Verification form was received: _____

C. VERIFICATION AND PENALTY PROVISION

I consent to the Penobscot Nation Department of Social Services verifying all information in this application. I understand that if I knowingly make a false or fraudulent statement that results in a payment to which I am not entitled, I will be liable to the Penobscot Nation Low-Income Home Energy Assistance Program for such amount, and I may be prosecuted to the full extent of the law. I further understand that the Penobscot Nation Department of Social Services is not responsible for payment of any emergency or furnace repair/replacement costs unless specifically authorized in writing.

Applicant Signature

Date

D. ELIGIBILITY CERTIFICATION

I have reviewed this request for crisis heating assistance and I certify that this household is:

_____ Eligible for crisis heating assistance as follows: _____
Maximum Crisis Benefits

_____ Not Eligible for crisis heating assistance because: _____

Crisis Type	Tier 1	Tier 2	Tier 3	Tier 4
Kerosene, Furnace Oil, Propane, Natural Gas	\$300	\$250	\$200	\$150
Electricity	\$300	\$250	\$200	\$150
Wood/Other	\$300	\$250	\$200	\$150
Rent	\$300	\$250	\$200	\$150

 Program Coordinator Date

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

CRISIS ASSISTANCE ECIP-A: (ELECTRICITY ONLY)

Application/Checklist

Date: _____

Applicant Name: _____

Tel.No: _____

Address: _____

Case#: _____

A. PREREQUISITES

1. Has the applicant's eligibility for LIHEAP been certified? _____ Yes _____ No

If yes, date of certification _____

2. Have they already applied for ECIP-A? _____ Yes _____ No

3. Has the applicant exhausted his/her LIHEAP benefits? _____ Yes _____ No

If no, application for crisis electricity assistance to be forward to Program Coordinator for denial.

B. ENERGY CRISIS DETERMINATION

1. Has the applicant received a disconnection notice? _____ Yes _____ No

If yes, please attach.

If no, application for crisis electricity assistance to be forward to Program Coordinator for denial.

C. VERIFICATION AND PENALTY PROVISION

I consent to the Penobscot Nation Department of Social Services verifying all information in this application. I understand that if I knowingly make a false or fraudulent statement that results in a payment to which I am not entitled, I will be liable to the Penobscot Nation Low-Income Home Energy Assistance Program for such amount, and I may be prosecuted to the full extent of the law. I further understand that the Penobscot Nation Department of Social Services is not responsible for payment of any emergency or furnace repair/replacement costs unless specifically authorized in writing.

Applicant Signature

Date

D. ELIGIBILITY CERTIFICATION

I have reviewed this request for crisis heating assistance and I certify that this household is:

_____ Eligible for crisis heating assistance as follows: _____
Maximum Crisis Benefits

_____ Not Eligible for crisis heating assistance because: _____

Crisis Type	Tier 1	Tier 2	Tier 3	Tier 4
Kerosene, Furnace Oil, Propane, Natural Gas	\$300	\$250	\$200	\$150
Electricity	\$300	\$250	\$200	\$150
Wood/Other	\$300	\$250	\$200	\$150
Rent	\$300	\$250	\$200	\$150

 Program Coordinator Date

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

CRISIS ASSISTANCE ECIP-A: (RENTAL ONLY)

Application/Checklist

Date: _____

Applicant Name: _____

Tel.No: _____

Address: _____

Case#: _____

A. PREREQUISITES

1. Has the applicant's eligibility for LIHEAP been certified? _____ Yes _____ No

If yes, date of certification _____

2. Have they already applied for ECIP-A? _____ Yes _____ No

3. Has the applicant exhausted his/her LIHEAP benefits? _____ Yes _____ No

If no, application for crisis rental assistance to be forward to Program Coordinator for denial.

B. ENERGY CRISIS DETERMINATION

1. Has the applicant received a formal rent eviction notice? _____ Yes _____ No

If yes, please attach.

If no, application for crisis rental assistance to be forward to Program Coordinator for denial.

C. VERIFICATION AND PENALTY PROVISION

I consent to the Penobscot Nation Department of Social Services verifying all information in this application. I understand that if I knowingly make a false or fraudulent statement that results in a payment to which I am not entitled, I will be liable to the Penobscot Nation Low-Income Home Energy Assistance Program for such amount, and I may be prosecuted to the full extent of the law. I further understand that the Penobscot Nation Department of Social Services is not responsible for payment of any emergency or furnace repair/replacement costs unless specifically authorized in writing.

Applicant Signature

Date

D. ELIGIBILITY CERTIFICATION

I have reviewed this request for crisis heating assistance and I certify that this household is:

_____ Eligible for crisis heating assistance as follows: _____
Maximum Crisis Benefits

_____ Not Eligible for crisis heating assistance because: _____

Crisis Type	Tier 1	Tier 2	Tier 3	Tier 4
Kerosene, Furnace Oil, Propane, Natural Gas	\$300	\$250	\$200	\$150
Electricity	\$300	\$250	\$200	\$150
Wood/Other	\$300	\$250	\$200	\$150
Rent	\$300	\$250	\$200	\$150

 Program Coordinator Date

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
CRISIS ASSISTANCE – ECIP B
Application Checklist

Date: _____

Applicant Name: _____ Tel. No.: _____

Address: _____ Case #: _____

_____ Primary Heating Source: _____

A. PREREQUISITES

1. Has the applicant's eligibility for LIHEAP been certified? _____ Yes _____ No

If yes, date of certification _____

2. If the applicant's eligibility has not been certified, the application cannot be approved. However, up to \$5,000 can be set aside pending household eligibility. This set-aside can be held only until April 30.

B. ENERGY CRISIS DETERMINATION

In order to receive ECIP B assistance, the applicant must have been certified as eligible for LIHEAP. If eligibility has not yet been determined, a set-aside of up to \$5,000 can be held until April 30. Only homeowners and homebuyers are eligible for this kind of assistance. A copy of the deed or an appropriate written statement from the Housing Department Director are examples of how the applicant can prove ownership. See Section 1.7 of the LIHEAP Rules for detailed information. The household must submit a written assessment from a qualified vendor specifying the nature of the problem, a description of the corrective measures needed, and an itemized cost estimate. Once all requirements have been fulfilled, the vendor may be authorized to proceed. Please remember that a lifetime maximum of \$5,000 per housing unit is available to qualified applicants.

1. Name of heating system supplier: _____

2. Has supplier agreement been signed? _____ Yes _____ No

If yes, date supplier agreement was signed: _____

If no, signed agreement needs to be obtained before assistance can be provided.

3. Has supplier submitted a current license? Yes No

If yes, what is the expiration date of the license? _____

If no, copy of supplier's license must be obtained before work can proceed.

4. Proof of ownership/buyer status has been submitted. Yes No

If yes, please specify and attach: _____

If no, applicant is not eligible for ECIP B assistance. Forward application to Program Coordinator for denial.

5. Has the applicant submitted a statement from the supplier that the primary heating system is inoperable or malfunctioning? Yes No

6. What corrective measures are necessary? What is the cost? _____

7. Has the applicant received ECIP B assistance in the past? Yes No

If yes, please explain (e.g. dates assistance was received, amount provided, etc.): _____

C. VERIFICATION AND PENALTY PROVISION

I consent to the Penobscot Nation Department of Human Services verifying all information in this application. I understand that if I knowingly make a false or fraudulent statement that results in a payment to which I am not entitled, I will be liable to the Penobscot Nation Low-Income Home Energy Assistance Program for such amount, and I may be prosecuted to the full extent of the law. I further understand that the Penobscot Nation Department of Human Services is not

responsible for payment of any emergency or furnace repair/replacement costs unless specifically authorized in writing.

Applicant Signature

Date

D. ELIGIBILITY VERIFICATION

I have received this request for crisis heating assistance and I certify that this household is:

_____ Eligible for crisis heating assistance as follows: _____

_____ Not eligible for crisis heating assistance because: _____

Program Coordinator

Date

Appendix N

**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
CRISIS ASSISTANCE – ECIP-A
Letter of Notification**

Date: _____

Dear _____ :

The following action has been taken with regard to your application for crisis assistance:

_____ Your application for ECIP A assistance has been approved in the amount of \$_____.
Please be advised that ECIP A assistance under the Low-Income Home Energy Assistance Program can be provided **only this one time**.

_____ Your application has been denied because: _____

Please find enclosed the Informal Conference Procedure, Fair Hearing Procedures and the Request for Fair Hearing form. Please review this information carefully as it sets forth important information about informal conferences and fair hearings. You may request an informal conference with me to discuss the reason for denial of your application, but in no way does it substitute for or eliminate your right to request a fair hearing under any of the conditions noted in the enclosures.

We are always interested in hearing from you with regard to any aspect of the program. We invite you to share your views since they may help us to find ways to improve the program.

Very truly yours,

xc: File

**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
CRISIS ASSISTANCE – ECIP-B
Letter of Notification**

Date: _____

Dear _____ :

The following action has been taken with regard to your application for crisis assistance:

_____ Your application for ECIP B assistance has been approved in the amount of \$ _____

_____ Your application has been denied because: _____

_____ .

Please find enclosed the Informal Conference Procedure, Fair Hearing Procedures and the Request for Fair Hearing form. Please review this information carefully as it sets forth important information about informal conferences and fair hearings. You may request an informal conference with me to discuss the reason for denial of your application, but in no way does it substitute for or eliminate your right to request a fair hearing under any of the conditions noted in the enclosures.

We are always interested in hearing from you with regard to any aspect of the program. We invite you to share your views since they may help us to find ways to improve the program.

Very truly yours,

xc: File

Appendix O

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

CRISIS ASSISTANCE -- HEATING

Supplier Verification

Date: _____

TO: _____

RE: _____

The above-referenced household has applied for emergency assistance through the crisis assistance component of the Low-Income Home Energy Assistance Program. Because this household does not have a gauge on its fuel tank, we cannot estimate how much fuel is remaining. Since you provide fuel to this household on a regular basis, we are requesting that you provide us with the information requested below, which will enable us to take action as quickly as possible.

Please forward this information to us as soon as possible in order to avoid undue hardship to this household.

Signature



******* TO BE COMPLETED BY ENERGY SUPPLIER *******

Based on the information available to me in my records, I certify that the above household has _____ gallons of fuel remaining. This represents _____ of the tank capacity.
(fraction)

Supplier Signature Date

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

Rental Payment Agreement

This agreement is entered into this ____ day of _____, 20__, by and between the Penobscot Nation Low-Income Home Energy Assistance Program and _____ (hereinafter call the "landlord") whose mailing address is _____,

WITNESSETH THAT:

WHEREAS, the Penobscot Indian Nation has received funds under PL 97-35, as amended to assist eligible households to offset the rising costs of home energy that are excessive in relation to household income; and

WHEREAS, _____, (hereinafter called the "eligible household"), whose residence is located at _____ said premises being owned and operated by the landlord; and

WHEREAS, the Penobscot Indian Nation Low-Income Home Energy Assistance Program wishes to provide this eligible household with home energy assistance benefits to assist in meeting its home energy costs;

NOW, THEREFORE, the Parties do mutually agree as follows:

1. The Penobscot Indian Nation agrees to pay the landlord the sum of \$ _____, such amount to be used to assist the eligible household in meeting its costs for home energy and otherwise in accordance with the purposes of PL 97-35, as amended;
2. The landlord agrees to apply the funds described in paragraph 1 to reduce or eliminate the eligible household's energy costs for the month immediately following receipt of said funds. To the extent that there are any funds remaining after such expenses, the landlord agrees to apply such remaining funds in the same manner for each successive month until said funds are exhausted. In the event that said funds do not cover the entire cost in any given month, the landlord shall bill the eligible household for any amount in excess of that specified in paragraph 1.

IN WITNESS THEREOF, the Penobscot Indian Nation Home Energy Assistance Program and the landlord have executed this agreement as of the date first above written.

PENOBSCOT INDIAN NATION LOW-INCOME
HOME ENERGY ASSISTANCE PROGRAM:

_____, LANDLORD:

By: _____

By: _____

Print or Type Name

Print or Type Name

Date

Date

Appendix Q

Memorandum of Agreement Between
Penobscot Nation Department of Human Services
And
Penobscot Nation Housing Authority
For
Rental Payments
Under the
Low-Income Home Energy Assistance Program (LIHEAP)

This agreement is entered into on the first day of October, ____ by and between the Penobscot Nation Department of Human Services (hereinafter called PIN-DHS) and the Penobscot Nation Housing Authority (hereinafter called PIN-HA).

WITNESSETH THAT:

Whereas, the Penobscot Nation receives funds under P.L. 97-35, as amended to assist eligible households in offsetting the rising costs of home energy that are excessive in relation to household income; and

WHEREAS, there are residents in rental units that are operated by the PIN-HA who are eligible to receive LIHEAP assistance; and

WHEREAS, PIN-DHS wishes to provide these eligible households with LIHEAP assistance;

Now, THEREFORE, the Parties do mutually agree that LIHEAP eligible occupants of rental units operated by the PIN-HA will receive LIHEAP assistance as follows:

1. After eligibility has been determined, the PIN-DHS will provide written notification to the PIN-HA that will set forth the name and physical address of the eligible person, along with the amount of the LIHEAP assistance to be paid.
2. The PIN-HA will apply the amount of the assistance to that household's rental payment for the month and will continue to do so in each successive month until the amount of LIHEAP assistance is exhausted.
3. The PIN-HA provide a written receipt to the PIN-DHS that will set forth the name and physical address of the eligible person as well as the time period covered by the amount of LIHEAP assistance.
4. If there are insufficient funds to cover the entire rental payment in any given month, the PIN-HA shall not hold the PIN-DHS liable for such amount.

This agreement will be effective through September 30, ____.

PENOBSCOT NATION DEPARTMENT OF
HUMAN SERVICES:

PENOBSCOT NATION HOUSING AUTHORITY:

BY: _____

BY: _____

Print or Type Name

Print or Type Name

Appendix R

Agreement Between
Penobscot Indian Nation
And

For
Supplying Home Energy
Under the
Low-Income Home Energy Assistance Program
(Pursuant to P.L. 97-35, as amended)

_____ (hereinafter called "Supplier"), a fuel or energy vendor doing business in the State of Maine, agrees to deliver, and the Penobscot Indian Nation agrees to pay for, home energy to eligible households under the terms and conditions set forth below:

1. For purposes of this agreement, "eligible household" means a certified applicant who has qualified for assistance under the grant received by the Penobscot Indian Nation pursuant to PL 97-35, as amended, and "home energy" means electricity, oil, gas, coal, kerosene, wood and any other fuel used primarily for heating in a residential dwelling.
2. The Penobscot Indian Nation will periodically issue in advance to the Supplier checks, attached to which will be a listing identifying the eligible households on whose behalf the Penobscot Indian Nation is making payment, along with the maximum benefit amount for each household.
3. The Supplier, upon receipt of a check, will commence to make delivery of services to eligible households only at the addresses specified on the listing. The Supplier understands that the Penobscot Indian Nation will not pay for any services provided before the date on which a household's eligibility has been certified. The Supplier also understands that the cost of services may not exceed the maximum benefit amount, and agrees to charge an eligible household, in the normal billing process, the difference between the actual cost of the home energy and the amount of payment made by the Penobscot Indian Nation under this title. The Supplier agrees to submit to the Penobscot Indian Nation, delivery slips or monthly statements, which specify the date(s) of delivery, the amount and type of home heating energy delivered, and the cost of such energy until such time as the household has exhausted its HEAP benefits. It is expressly understood that the Penobscot Indian Nation will not be held liable for payment of any amount which exceeds the household's maximum benefit amount.
4. The Supplier will not discriminate, either in the cost of goods supplied or services provided, against any eligible household covered by this agreement on whose behalf payments are made.
5. The Supplier will maintain an accounting system or supporting fiscal records adequate to allow the Penobscot Indian Nation or its designee to verify the amount of home energy delivered to eligible households covered by this agreement and the amount of payments made for home energy by such households. The Supplier's records will be maintained for at least three (3) months beyond the expiration date of this agreement as specified in Paragraph 7, and such records will be made available for inspection and photocopying by the Penobscot Indian Nation.
6. No household receiving assistance under this agreement will be treated adversely because of such assistance under applicable provisions of law or regulatory requirements.
7. This agreement is effective on October 1, _____ and shall terminate at midnight on September 30, _____. The Supplier, its successors and assigns agree that the rights of eligible households which have received

home energy under this agreement shall not be prejudiced in the event of early termination of this agreement.

8. In the case of death or relocation of an eligible household outside the service area of the Penobscot Indian Nation, the Supplier will be immediately notified by telephone and as soon as possible after notification by telephone; the Supplier will be notified in writing. As soon as telephone notification is made, the Supplier will immediately terminate deliveries to the specified household. Within thirty (30) days of written notification, the Supplier agrees to return to the Penobscot Indian Nation the unexpended amount of such household's HEAP benefits.

SUPPLIER:

PENOBSCOT INDIAN NATION:

Signature of Authorized Representative

Signature of Authorized Representative

Print Name

Print Name

Title

Title

Date

Date

Appendix S

Agreement Between
Penobscot Indian Nation
And
Versant Maine
For
Supplying Home Energy
Under the
Low-Income Home Energy Assistance Program
(Pursuant to P.L. 97-35, as amended)

Versant Maine (hereinafter called "Supplier"), a fuel or energy vendor doing business in the State of Maine, agrees to deliver, and the Penobscot Indian Nation agrees to pay for, home energy to eligible households under the terms and conditions set forth below:

1. For purposes of this agreement, "eligible household" means a certified applicant who has qualified for assistance under the grant received by the Penobscot Indian Nation pursuant to PL 97-35, as amended, and "home energy" means electricity, oil, gas, coal, kerosene, wood and any other fuel used primarily for heating in a residential dwelling.
2. The Penobscot Indian Nation will periodically issue in advance to the Supplier checks, attached to which will be a listing identifying the eligible households on whose behalf the Penobscot Indian Nation is making payment, along with the maximum benefit amount for each household.
3. The Supplier, upon receipt of a check, will commence to make delivery of services to eligible households only at the addresses specified on the listing. The Supplier understands that the Penobscot Indian Nation will not pay for any services provided before the date on which a household's eligibility has been certified. The Supplier also understands that the cost of services may not exceed the maximum benefit amount, and agrees to charge an eligible household, in the normal billing process, the difference between the actual cost of the home energy and the amount of payment made by the Penobscot Indian Nation under this title. The Supplier agrees to submit to the Penobscot Indian Nation, delivery slips or monthly statements, which specify the date(s) of delivery, the amount and type of home heating energy delivered, and the cost of such energy until such time as the household has exhausted its HEAP benefits. It is expressly understood that the Penobscot Indian Nation will not be held liable for payment of any amount which exceeds the household's maximum benefit amount.
4. The Supplier will not discriminate, either in the cost of goods supplied or services provided, against any eligible household covered by this agreement on whose behalf payments are made.
5. The Supplier will maintain an accounting system or supporting fiscal records adequate to allow the Penobscot Indian Nation or its designee to verify the amount of home energy delivered to eligible households covered by this agreement and the amount of payments made for home energy by such households. The Supplier's records will be maintained for at least three (3) months beyond the expiration date of this agreement as specified in Paragraph 7, and such records will be made available for inspection and photocopying by the Penobscot Indian Nation.
6. No household receiving assistance under this agreement will be treated adversely because of such assistance under applicable provisions of law or regulatory requirements.
7. This agreement is effective on October 1, 2020 and shall terminate at midnight on September 30, 2021. The Supplier, its successors and assigns agree that the rights of eligible households which have received

home energy under this agreement shall not be prejudiced in the event of early termination of this agreement.

8. In the case of death or relocation of an eligible household outside the service area of the Penobscot Indian Nation, the Supplier will be immediately notified by telephone and as soon as possible after notification by telephone; the Supplier will be notified in writing. As soon as telephone notification is made, the Supplier will immediately terminate deliveries to the specified household. Within thirty (30) days of written notification, the Supplier agrees to return to the Penobscot Indian Nation the unexpended amount of such household's HEAP benefits.

SUPPLIER:

PENOBSCOT INDIAN NATION:

Signature of Authorized Representative

Signature of Authorized Representative

Print Name

Print Name

Title

Title

Date

Date

Appendix T

Agreement Between
Penobscot Nation
And

For
Furnace Repair/Replacement
Under the
Low-Income Home Energy Assistance Program
(Pursuant to P.L. 97-35, as amended)

_____, (hereinafter called "Vendor"), a duly licensed heating services vendor doing business in the State of Maine, agrees to provide, and the Penobscot Nation agrees to pay for, furnace repair or replacement services to eligible households under the terms and conditions set forth below:

1. For purposes of this agreement, "eligible household" means a certified applicant who has qualified for assistance under the grant received by the Penobscot Nation pursuant to PL 97-35, as amended.
2. The Vendor agrees that no household receiving assistance under this agreement will be treated adversely because of such assistance under applicable provisions of law or public regulatory requirements.
3. The Vendor will not discriminate, either in the cost of goods supplied or services provided, against any eligible household covered by this agreement.
4. The Vendor expressly understands and agrees that the Penobscot Nation and its agents will not be held liable for payment of any supplies, materials, and labor that has not specifically been authorized.
5. The Vendor agrees to submit to the Penobscot Nation, along with a signed copy of this agreement, a copy of his/her valid State of Maine license.
6. After being contacted by a household, the Vendor agrees to expeditiously provide a written assessment of the problem, a detailed description of the corrective measures required, and an itemized cost estimate.
7. Upon verbal authorization from the LIHEAP Coordinator, the Vendor shall immediately commence to perform specifically authorized work in compliance with State of Maine and other applicable codes as defined by the State's Oil and Solid Fuel Board and in accordance with the cost estimate.
8. The Vendor will maintain an accounting system or supporting fiscal records adequate to allow the Penobscot Nation or its designee to verify the amount of services provided to eligible households covered by this agreement. The Vendor's records will be maintained until December 31, _____, and will be made available for inspection and photocopying by the Penobscot Nation.
9. The vendor shall provide the Penobscot Nation with a copy of a current, valid State of Maine license.

10. This agreement is effective on October 1, _____, and shall terminate at midnight on September 30, _____. The Supplier, its successors and assigns agree that the rights of eligible households that have received furnace repair/replacement under this agreement shall not be prejudiced in the event of early termination of this agreement.

SUPPLIER:

PENOBSCOT NATION:

Signature of Authorized Representative

Signature of Authorized Representative

Print Name

Print Name

Title

Title

Date

Date

Appendix U

**Penobscot Nation Department of Social Services
Home Energy Assistance Program (Heap)
Minimal/Zero Income Worksheet**

If you have minimal or no income, please explain how you meet your basic living needs such as food, rent or mortgage, utilities, clothing, personal care, medical, etc. You must include any financial assistance or loans received from family, friends, General Assistance, churches, etc. You will need to provide documentation to verify the date(s) and the amount (s) received from the individual(s) or organization (s) that provides assistance. This form must be completed for the income period specified on your HEAP application. Only one zero income sheet is required per household.

	Month		Month		Month	
	Amount	Who	Amount	Who	Amount	Who
	\$	Assisted	\$	Assisted	\$	Assisted
Food						
Shelter						
Electricity						
Heating						
Taxes						
Transportation						
Medical						
Other						

Do you have any overdue bills or collection notice? (Copies of bills and notices are required)

Rent/Mortgage	Electric	Heating	Propane/natural gas
Cable/TV	Telephone	Medical	Charge account/other

Have you made any bank withdrawals, received dividends or gains from an asset (sold stocks) to help meet your living expenses? Please submit copies of records to show amounts and dates received.

Bank Withdrawals:	Dividends:	Stocks:
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Date(s) and place(s) of last employment: _____

____ I am a full time student over the age of 18 living in the household

School Attending: _____

I certify the information on this worksheet is accurate and true to the best of my knowledge.

Signature of Applicant _____

Date _____

Printed Name of Applicant: _____

Signature of Primary Applicant _____

Date _____

Printed Name of Applicant: _____