

# NEBRASKA LOW INCOME ENERGY ASSISTANCE PROGRAM

## PROVIDER AGREEMENT

This Agreement by and between the State of Nebraska, Department of Health and Human Services (hereinafter "DHHS"), and the Provider listed below (hereinafter "Provider) for supplying home energy under the Nebraska Low Income Energy Assistance Program (hereinafter "LIHEAP").

This Agreement supersedes any previous Provider Agreement between DHHS and Provider. All previous Provider Agreements between DHHS and Provider are hereby terminated effective September 30, 2016.

### Terms and Conditions:

Provider Name \_\_\_\_\_

Doing Business As Name \_\_\_\_\_

Provider Federal I.D. Number \_\_\_\_\_

Provider Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Provider Type: (Check one)		
<input type="checkbox"/> Electricity	<input type="checkbox"/> Propane	
<input type="checkbox"/> Fuel Oil/Stove Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Coal
<input type="checkbox"/> Kerosene	<input type="checkbox"/> Wood	<input type="checkbox"/> Corn

The Provider agrees to deliver, and DHHS agrees to pay for home energy to eligible households under the terms and conditions set forth below:

### A. Definitions:

1. "Eligible Household" means a household who meets financial and other eligibility criteria for Nebraska LIHEAP.
2. "Home Energy" includes the above named fuels used for heating or cooling in a residential dwelling.

### B. Deliveries of Home Energy to Eligible Households:

1. The Provider will provide Home Energy and charge the Eligible Household, in the Provider's normal billing process, no more than the difference between: (a) the price normally charged to a non-eligible similarly situated household for the Home Energy delivered and (b) the payment to the Provider from DHHS under the terms of this agreement.

2. The Provider will not discriminate against any Eligible Household covered by this Agreement in its terms and conditions of sale, credit, deposit, delivery of price, including service charges, reconnection charges and payment plan arrangements. The Provider shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans With Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.
3. The Provider shall restrict utilization of any information related to Eligible Households to the administration of Nebraska LIHEAP and not use or disclose any information related to Eligible Households to any parties except DHHS, its agents or contractors.

#### **C. Payments in Behalf of Eligible Households:**

1. DHHS will identify to the Provider each Eligible Household on whose behalf DHHS will make payment for Home Energy and the maximum payment that the household is eligible to receive.
2. This Agreement will apply to each Eligible Household identified to the Provider unless the Provider notifies DHHS within 5 days after a household is identified that it will not accept payments on behalf of that household.
3. DHHS will make payment to the Provider for the Home Energy supplied to an Eligible Household at the rate charged by the Provider, but no more than the rate normally charged to a non-eligible similarly situated household up to the maximum amount specified for such household.
4. DHHS shall make payment to the Provider in a lump sum payment. Such payment is to remain as a credit balance until used by the household or the program expires.
5. DHHS may make payment to the Provider on behalf of an eligible household to include such things as delivery fees, deposit and outstanding bills.
6. The payment by DHHS will be made to Provider by Electronic Funds Transfer (EFT).

#### **D. Payment Records:**

1. The Provider agrees to maintain and upon request of DHHS, permit authorized representatives of DHHS, and such other Federal agencies as may require such information, to have access to such records as may be necessary to confirm the Provider's compliance with the provisions of this agreement. The Provider agrees to maintain all books, records, and other documents relevant to this agreement for a minimum of three (3) years or until litigation, claim, negotiation, audit, or other action involving the records has been completed. This will include providing DHHS up to twelve (12) months payment history made to the Provider by the household or other agencies.

#### **E. Refunds:**

1. If the household, during the course of this program, moves locally and will then use a new fuel type and go off services of the Provider, any credit balance shall be refunded to DHHS.
2. If the head of the household dies and there are no surviving members in the household, any credit balance on the account shall be returned to DHHS.
3. If DHHS has paid a deposit on behalf of the household, that deposit shall be refunded to DHHS.
4. Provider must include the account name, client ID number, payment number and the reason money could not be applied to the household's energy account with all refunded payments.
5. Refunds of LIHEAP payments should be processed and refunded within ten (10) business days of receiving notice that the LIHEAP client is no longer Provider's energy customer.
6. Refunded LIHEAP payments should be returned to:

**DHHS  
PO Box 94906  
Lincoln NE 68509-9947**

#### **F. Termination of Home Energy:**

1. The Provider will not terminate home energy service to an eligible household covered by this agreement except under the conditions set forth in the Nebraska Revised Statutes 70-1603 through 70-1614

#### **G. Rescission for Non-Performance:**

1. Notwithstanding any right under State law to rescind this Agreement for non-performance, the non-performance of a term or condition of this agreement shall not discharge the obligation of either party with respect to eligible households which have received home energy assistance under this agreement.

#### **H. Cooperation with DHHS:**

1. Provider agrees to cooperate with DHHS by providing information on fuel usage and fuel costs for LIHEAP households. At the request of DHHS or the LIHEAP customer, Provider will forward information to DHHS, at no cost to DHHS or the LIHEAP customer, documenting the LIHEAP customer's home energy costs, dwelling energy consumption data, energy delivery or service dates, and bill payment history for the previous twelve (12) months. The data will include information on heating fuel and electricity. This information will be provided electronically in the format requested by DHHS.
2. The Provider agrees to use of the following methods for reporting Annual Household Energy Cost and Usage information to DHHS:
  - a. Via an electronic Excel template provided by DHHS: or

- b. Via Secured File Transfer Protocol (FTP site, password protected, and/or encrypted data) Comma Separated Values (CSV) File format.

The Provider agrees to provide a designated IT contact if option b. is chosen.

**Please provide that information below:**

Name: \_\_\_\_\_

Position Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

- 3. Provider understands data provided to DHHS will be used for the purpose of administering the LIHEAP program and may include research, evaluation and analysis of the LIHEAP program. Information collected may be compiled, analyzed and shared with federal authorities or their agents in accordance with federal and state law.

The data for the Annual Household Energy Cost and Usage must be returned to DHHS no later than October 31, of the current year.

**I. Termination:**

- 1. DHHS may terminate the Agreement, in whole or in part, in the event federal funding is no longer available. Should funds not be appropriated, DHHS may terminate the Agreement with respect to those payments for the fiscal years for which such funds are not appropriated.

**J. Compliance with the Law:**

- 1. The Provider shall comply with all state and federal applicable law.

Agency Representative \_\_\_\_\_ Date \_\_\_\_\_

Provider Representative \_\_\_\_\_ Date \_\_\_\_\_