

# NEBRASKA LOW INCOME ENERGY ASSISTANCE PROGRAM PROVIDER AGREEMENT



This Agreement by and between the State of Nebraska, Department of Health and Human Services, and the below named provider for supplying home energy under the Nebraska Low Income Energy Assistance Program.

The below named "Provider" agrees to deliver, and the Department of Health and Human Services agrees to pay for home energy to eligible households under the terms and conditions set forth below.

Provider Name		Provider Federal I.D. Number	
Provider Address			
City	State	Zip Code	Telephone Number

Provider Type: (Check one)

- |                                      |   |
|--------------------------------------|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Propane            |
| <input type="checkbox"/> Coal        | <input type="checkbox"/> Fuel Oil/Stove Oil |
| <input type="checkbox"/> Kerosene    | <input type="checkbox"/> Wood               |
| <input type="checkbox"/> Natural Gas |   |

Terms and Conditions:

**A. Definitions:**

1. "Eligible Household" means a household who meets financial and other eligibility criteria for the Nebraska Low Energy Assistance Program as determined by the agency under its program guidelines.
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 providers 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 the agency 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.
3. The provider shall restrict utilization of any information related to eligible households to the administration of the Nebraska Low Income Energy Assistance Program and not use or disclose any information related to eligible households to any parties except the agency, its agents or contractors.

**C. Payments In Behalf of Eligible Households:**

1. The agency will identify to the provider each eligible household on whose behalf the agency will make payment for home energy and the maximum payment for each such household.
2. This agreement will apply to each eligible household identified to the provider unless the provider notifies the agency within 5 days after a household is identified that it will not accept payments on behalf of that household.
3. The agency 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. The agency 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. The agency may make payment to the provider on behalf of an eligible household to include such things as delivery fees, deposit and outstanding bills.

**D. Payment Records:**

1. The provider agrees to maintain and upon request of the agency, permit authorized representatives of the Department of Health and Human Services, 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.

**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 the household at that time.
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 the Department of Health and Human Services.
3. If the agency has paid a deposit on behalf of the household, that deposit shall be refunded to the Department of Health and Human Services.

**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. Enforcement of this Agreement by Eligible Households:**

1. Eligible households in whose behalf payments are made under this agreement are third party beneficiaries under this agreement.

**H. 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.

**I. Effective Period:**

1. This agreement is in effect as long as block grant funds are received by the Nebraska Low Income Energy Assistance Program.

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

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