Attachment

FOR STATE USE ONLY	
LEAP Vendor Number:	
CDHS Routing Number	

2011-2015 APPROVED METERED FUEL VENDOR DATA INFORMATION

1. Enter the complete vendor/business name:_____

_____ _____

2. Enter the company FEIN (Federal Identification Number):_____

3. Enter the business mailing address (including zip code):_____

_____ _____

4: Enter the name of the LEAP contact for your business_____

5. Enter email address for contact named above:_____
(You may enter more than one contact)

6. Enter the business telephone number for contact:_____

7. Enter the business fax number for contact:_____

Please place a check by the Colorado county(s) which your business serves either fully or partially:

(01)	Adams	___	(22)	Fremont	___	(43)	Montrose	___
(02)	Alamosa	___	(23)	Garfield	___	(44)	Morgan	___
(03)	Arapahoe	___	(24)	Gilpin	___	(45)	Otero	___
(04)	Archuleta	___	(25)	Grand	___	(46)	Ouray	___
(05)	Baca	___	(26)	Gunnison	___	(47)	Park	___
(06)	Bent	___	(27)	Hinsdale	___	(48)	Phillips	___
(07)	Boulder	___	(28)	Huerfano	___	(49)	Pitkin	___
(08)	Chafee	___	(29)	Jackson	___	(50)	Prowers	___
(09)	Cheyenne	___	(30)	Jefferson	___	(51)	Pueblo	___
(10)	Clear Creek	___	(31)	Kiowa	___	(52)	Rio Blanco	___
(11)	Conejos	___	(32)	Kit Carson	___	(53)	Rio Grande	___
(12)	Costilla	___	(33)	Lake	___	(54)	Routt	___
(13)	Crowley	___	(34)	La Plata	___	(55)	Saguache	___
(14)	Custer	___	(35)	Larimer	___	(56)	San Juan	___
(15)	Delta	___	(36)	Las Animas	___	(57)	San Miguel	___
(16)	Denver	___	(37)	Lincoln	___	(58)	Sedgwick	___
(17)	Dolores	___	(38)	Logan	___	(59)	Summit	___
(18)	Douglas	___	(39)	Mesa	___	(60)	Teller	___
(19)	Eagle	___	(40)	Mineral	___	(61)	Washington	___
(20)	Elbert	___	(41)	Moffat	___	(62(	Weld	___
(21)	El Paso	___	(42)	Montezuma	___	(63)	Yuma	___
						(80)	Broomfield	___

8. Please place a check by the type(s) of fuel service provided by your business:
Natural Gas:_____ Electric:_____

LOW-INCOME ENERGY ASSISTANCE PROGRAM (LEAP)
METERED FUEL VENDOR AGREEMENT

Agreement made this _____ day of _____, 20____ by and between the State of Colorado, Department of Human Services (hereinafter referred to as the State) and [Vendor name and address]

_____ _____
_____ _____ (her einafter referred to as Vendor or Contractor).

WHEREAS, Title XXVI of the Low-Income Home Energy Assistance Act of 1981 (P.L. 97-35) provides for Home Energy assistance to Eligible Households; and

WHEREAS, The parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith.

NOW, therefore it is hereby mutually agreed:

I. The following definitions shall apply in the interpretation of this Contract:

A. "Household" or "Eligible Household" is one that has applied f or energy assistance and for whom the Vendor has been notified by the County LEAP Office that payment will be made to the Vendor on behalf of the Household;

B. "Home Energy" shall include electricity, fuel oil, natural gas, coal, propane, wood, kerosene, or any other fuel used for heating a residential dwelling;

C. "County Department" means the County Department of Human/Social Services of a particular county as designated by the State (for the purposes hereof, when the County Department is so designated by the State, the Contractor may consider, interact, and deal with such County Department as the authorized agent of the State);

D. "Non-Bulk Fuel" is an energy source for home heating, which is provided by a utility company and is regulated and metered by the utility company. Normally, non-bulk fuel includes natural gas and electricity;

E. "Bulk Fuel" is an energy source for home heating which may be purchased in quantity from a fuel supplier and stored by the Household to be used as needed. Normally, bulk fuel includes wood, propane, kerosene, coal and fuel oil;

F. "Primary Heating Fuel" is the main type of fuel used to operate the primary heating source of the dwelling;

G. "Home Heating Costs" are charges directly related to the primary heating source used in a residential dwelling;

H. "Estimated Home Heating Costs" (EHHC) are the amount of heating costs incurred during the previous heating season to be used as an estimate or projection of the anticipated heating costs for the current heating season (November 1st through April 30th). Such costs shall not include payment arrearages, investigative charges, reconnection fees, or other such charges not related to fuel prices and consumption levels. Estimated home heating costs for an Applicant Household shall consist of the total actual home heating costs for the primary heating source for the prior year for the

Household's current primary residence. Vendors are required to provide actual home heating costs if available;

I. "Program Year" means from November 1st through April 30th for the Basic Program or until funds run out, whichever occurs first;

J. "Eligibility Period" means there is one eligibility period for the program year - November 1st through April 30th or until funds run out;

K. "Overpayment" means a Household received benefits in excess of the amount due that Household based on eligibility and payment determination in accordance with LEAP rules;

L. "Good Faith Efforts" are documented attempts to reach Eligible Households through phone contacts, written correspondence and/or personal visits; and to jointly establish a monthly payback schedule not to exceed the current bill plus an agreed upon fraction of all arrearages;

M. "Supportive Fuel" means an energy source needed to operate the primary heating system in a residential setting, such as electricity as a supportive fuel required to operate a natural gas furnace.

N. "Heat Related Arrearage" means any past due amounts for the primary heating fuel and/or supportive fuel.

O. "Tampering" or Tampered Account" means unlawfully or unauthorized adjustment of fuel to the household by altering equipment such as a gas or electric meter.

II. Responsibilities of the Vendor:

A. The Vendor shall implement the following provisions:

1. The Vendor will charge the Eligible Household, in the normal billing process, the difference between the actual cost of the Home Energy and the amount of the payment made by the State;

2. The Vendor will not treat a Household receiving assistance under the program adversely because of such assistance;

3. The Vendor will not discriminate, either in the cost of the goods supplied or the services provided, against the Eligible Household on whose behalf payments are made;

4. The Vendor will credit an Eligible Household's account promptly and no later than ten (10) working days after a payment is received for such Household and credit will be reflected in the next normal billing;

5. Upon notification by the County Department, the Vendor will reimburse amounts to the County Department within ten (10) working days in the case of incorrect payments or overpayments;

6. If notified by the County Department that a Household has been approved for the Basic LEAP benefit payment that the Vendor shall:

a. Initiate, continue or restore service, whichever is applicable, to the Household within 24 hours of notification and continue utility services for at least sixty (60) days after such notification, unless:

1) the Eligible Household is in a pending shutoff situation and the Basic LEAP program year benefit is an amount less than 25% of the Household's arrearage, or;

2) the Eligible Household is shut off and the Basic LEAP program year benefit amount is less than 50% of the Household's arrearage.

If (1) or (2) exist the Vendor may, at the Vendor's discretion, refuse to accept the Basic LEAP program year benefit and not be required to continue service, reinstate service, or deliver fuel.

If the Vendor refuses to accept the LEAP program year benefit, the Vendor shall notify the County within three (3) working days and send written notice to the Eligible Household advising them the payment will not be accepted and no holds/reconnect will be offered. The benefit shall be paid to the Eligible Household.

b. Make a good faith effort to establish or re-establish an installment or modified budget billing arrangement with the approved Household if the Household is in an actual or potential shut-off situation at any time during the program year. This effort should begin as soon as possible after the Vendor receives notice that the Household has been approved for the Basic LEAP program year benefit.

Good faith effort is defined as documented attempts to reach Eligible Households through phone contacts, written correspondence and/or personal visits; and to jointly establish a monthly payback schedule not to exceed the current bill plus an agreed upon fraction of all arrears;

c. If a LEAP benefit is offered on a disconnected account, <u>and</u> the current disconnect is due to tampering of gas or electric service, the Company will be required to restore service only if the LEAP payment exceeds 70% of the past due account. If a LEAP payment is offered on a tampered account and it is for less than 70% of the disconnected amount, the Company reserves the right to not accept the LEAP benefit for purposes of restoring service. If payment is not accepted for reconnect, the benefit would be provided to the client as a direct client pay. The utility may accept less than 70% but must as a condition of acceptance restore service and make arrangements on any remaining balance.

7. The Vendor will not terminate utility services of a Household approved for the Basic LEAP Program payment after the sixty day period referenced above and throughout the time the Household remains eligible unless:

a. The Household fails to enter into an installment or modified budget billing payment plan with the Vendor; or

b. The Household fails to make the required payments under an installment or modified budget billing plan or any other payment plan negotiated with the Vendor;

8. The Vendor will not terminate service or refuse service of a Household approved for the Basic LEAP program year benefit if such Household presents to the Vendor a medical certificate, signed by a licensed physician or health practitioner acting under a physician's authority, stating that termination of service would be especially dangerous to the health and safety of any member in the approved Household as prescribed in Colorado Public Utilities Commission, 4 CCR 723-3, 3407, 3408, 3409.

9. If the Vendor has been notified by the County Department that a Household has applied for the Basic Program benefit, the Vendor will not terminate services to the Household for ten (10) working days **(10-day hold)** after notice that application has

been made or until the Vendor is notified of the eligibility determination of the Household, whichever occurs first;

10. The Vendor shall maintain confidentiality of information provided by the County Department about a Household's benefit in accordance with applicable Federal and State Laws;

11. The Vendor shall return any payments that cannot be credited to an account within ten (10) working days to the County Department;

12. Assure that when a Household moves or no longer uses the originally approved Vendor, the Vendor shall report any credit balance, within ten (10) working days, due to the Household (up to the amount paid on behalf of an eligible Household, excluding any deposits made by the Household) to the county. A reasonable attempt must be made by the Vendor and the County Department office to locate the Household.

    a. If the Household is located, the Vendor will forward the LEAP credit balance directly to the Household within ten (10) working days.

    b. If the Household cannot be located within thirty (30) working days, the Vendor will keep the funds available for the Household for the remainder of the current fiscal year and at the end of the federal fiscal year (September 30) any LEAP credit balance will be forwarded by the Vendor to the Energy Outreach Colorado; 225 E. 16th Ave, Suite 200; Denver, CO 80203.

    c. Upon County Department request, the Vendor must return such credit balance to the Energy Outreach Colorado within ten (10) working days of the county request.

    d. If the Vendor has sent the LEAP credit balance funds to the Household, and a recovery is necessary, the County Department will recover from the Household, not the Vendor.

13. The Vendor shall refund any credit balances to the Eligible Household after May 31st of the current year upon the Eligible Household's request;

14. In the event that service cannot or will not be delivered by the Vendor to the Household, the Vendor shall return the total payment amount or the credit balance due to the Household, whichever is applicable, (up to the amount paid on behalf of an Eligible Household excluding any deposits made by the Household) to the County Department within ten (10) working days;

15. The Vendor shall accompany all payments returned to the County Department with a notification showing the Vendor name, the Household's name, the amount returned on behalf of the Eligible Household and the date and reason for return by the Vendor;

16. All funds due to the County Department shall be returned to the County Department no later than August 15 of the current year;

17. All other requirements of Federal and State laws and regulations shall be adhered to;

18. The Vendor shall provide all customers subject to utility shutoff or who are financially unable to purchase fuel with address and telephone number information about the Low Income Energy Assistance Program;

19. In appropriate cases the Vendor will furnish a Household with information on and provide assistance in establishing a budget-billing plan. The calculation used to establish the Household's monthly payment under such budget-billing plan shall

include any payments made on behalf of the Household by the Low Income Energy Assistance Program as well as payments to be made directly by the Household;

20. The Vendor shall establish such fiscal control and fund accounting procedures as may be necessary to assure the proper use and accounting of funds under this Agreement. All records maintained by the Vendor relating to this Agreement shall be available on reasonable notice, for inspection, audit or other examination and copying, by State and County Department representatives or their delegates. Such records shall show the amount of Home Energy delivered to each Eligible Household, the amount of payments made for Home Energy by such Eligible Households, the dollar value of credit received on behalf of each Eligible Household, the balance of available benefits and fuel costs and all documents and calculations in establishing the estimated home heating costs. All records shall be maintained for a period of 3 years following the termination of this Agreement. The State and County Department reserve the right to monitor the implementation of this Agreement by the Vendor.

21. The Vendor will provide County Departments documented actual home heating costs for the period of November 1st through April 30th for any Eligible Household using their service. Such costs, if possible, shall be based on historical usage and such costs shall be provided to the County Department within 10 days of request. If the Vendor fails to provide estimated home heating costs for an Eligible Household for the period of the prior year, the County Department shall make any payments to the Eligible Household (not the Vendor), unless the Vendor documents that such data are not available due to no meters, broken meters, no prior year's service, skips in service, or other reasons as established by the Colorado State Department of Human Services. The State and County Departments reserve the right to audit Vendor estimating procedures, and to terminate the Vendor Agreement if estimates are found to be inaccurate or inappropriate;

22. The Vendor will refer their customers to the Heat Help Line @ 1-866-432-8435 in instances where their customer is requesting a LEAP application packet;

A. Non-compliance by the Vendor with any of the above assurances of this agreement or applicable law or regulations shall be grounds for immediate termination of this agreement. Such termination shall include termination of payments on behalf of Eligible Households and immediate return of credit balances or refunds owed to the County Department. Such termination is in addition to all other legal remedies available to the County Department, including investigation or prosecution of fraud in connection with this agreement.

B. All Vendors will be required to establish an account with a financial institution to receive payments via direct deposit through electronic funds transfer (EFT).

C. All Vendors will be required to establish internet access to retrieve LEAP applicant approval information and LEAP benefit payment data from the State of Colorado, LEAP website @ www.colorado.gov/cdhs/leap.

D. Vendor credits to Eligible Household accounts shall not be made to the following Households:

    1. Households that do not pay home heating costs directly to a Vendor;
    2. Households for which a Vendor agreement has not been established;
    3. Households for which an appropriate Vendor cannot be determined or feasibly paid on behalf of an eligible Household.

E. Payments shall not be made to a landlord or other provider of shelter.

F. All funds reimbursed to the County Department by fuel Vendors shall be reissued to the Household or the appropriate Vendor or refunded to the County Department in accordance with rules of the state.

G. If the Vendor has provided 60 days of continuous service in accordance with the 60 day no shutoff provision of the LEAP Vendor agreement, and the Household moves and is no longer served by that Vendor, payment will be made to that Vendor, unless the Household owes no money on that account.

III. The State shall itself or through the County Department, as the case may be:

A. Promptly advise the Vendor of the name, address, account number, if any, and amount to credit to the account of each Eligible Household. The State will also provide vendors with a password to retrieve payroll information from the vendor website.

B. Notify all Eligible Households of the amount of Home Energy credits to be made on their behalf to the Vendor;

C. Make timely payments to the Vendor for credit to Eligible Households for Home Energy supplied in accordance with the terms of this Agreement;

D. Promptly notify the Vendor of all pertinent changes in this program caused by changes in applicable law or regulations.

IV. General Provisions:

A. The term of this Agreement shall be October 1, 2011 (or upon signed approval of the vendor agreement by the State Controller, whichever is later) through September 30, 2015;

B. This Agreement is subject to and contingent upon the continuing availability of federal funds. In the event that insufficient funds, as determined by the State or County Department, are available for this program, the State or County Department may immediately terminate this Agreement;

C. This Agreement may be terminated by either party upon 30 days prior written notice to the other party sent by certified or registered mail;

D. The Vendor may not assign this Agreement without the prior written consent of the State Department;

E. The Vendor shall comply with all applicable Federal and State law and regulations, including confidentiality of all records, termination and restoration of Home Energy service, and discrimination. The Vendor certifies that it has all licenses, insurance, etc. required by law for the provision of services hereunder;

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

2. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.

5. COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

7. BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and

shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET.CRS §§24-30-202 (1) and 24-30-202.4. [***Not Applicable to intergovernmental agreements***] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES.CRS §8-17.5-101. [***Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services***] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

* Persons signing for Vendor/Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

FUEL VENDOR (full legal name):

_____

_____
Signature of Company Executive

_____
Name and Title (Printed or Typed)

_____
Company/Business Name

_____
City Zip Code

_____
Date

STATE OF COLORADO
John W. Hickenlooper, Governor

By: _____
for Executive Director
Department of Human Services

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Vendor/Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Vendor/Contractor for such performance or for any goods and/or services provided hereunder.

APPROVED:

State Controller
David J. McDermott, CPA

By: _____
Valri Gimple, Designee

Date: _____

LEAP VENDOR AGREEMENT SIGNATURE AUTHORIZATION FORM

Company Name: _____ _____

Address: _____ _____

Type of Company (check one):

__ Sole proprietorship

__ Investor owned utility (corporation)

__ Municipal utility

__ Association

__ Limited partnership

__ Other (Specify):

I hereby authorize _____ _____, w hose title is

_____ _____, to sign the LE AP Vendor Agreement.

_____ _____

Printed Name **Date**

_____ _____

Title **Signature**

Attachment

FOR STATE USE ONLY	
LEAP Vendor Number:	
CDHS Routing Number	

2011-2015 APPROVED BULK FUEL VENDOR DATA INFORMATION

1. Enter the complete vendor/business name:_____

_____

2. Enter the company FEIN (Federal Identification Number):_____

3. Enter the business mailing address (including zip code):_____

_____

4: Enter the name of the LEAP contact for your business_____
(You may enter more than one contact)

5. Enter email address for contact named above:_____

6. Enter the business telephone number for contact:_____

7. Enter the business fax number for contact:_____

Please place a check by the Colorado county(s) which your business serves either fully or partially:

(01)	Adams	___	(22)	Fremont	___	(43)	Montrose	___
(02)	Alamosa	___	(23)	Garfield	___	(44)	Morgan	___
(03)	Arapahoe	___	(24)	Gilpin	___	(45)	Otero	___
(04)	Archuleta	___	(25)	Grand	___	(46)	Ouray	___
(05)	Baca	___	(26)	Gunnison	___	(47)	Park	___
(06)	Bent	___	(27)	Hinsdale	___	(48)	Phillips	___
(07)	Boulder	___	(28)	Huerfano	___	(49)	Pitkin	___
(08)	Chafee	___	(29)	Jackson	___	(50)	Prowers	___
(09)	Cheyenne	___	(30)	Jefferson	___	(51)	Pueblo	___
(10)	Clear Creek	___	(31)	Kiowa	___	(52)	Rio Blanco	___
(11)	Conejos	___	(32)	Kit Carson	___	(53)	Rio Grande	___
(12)	Costilla	___	(33)	Lake	___	(54)	Routt	___
(13)	Crowley	___	(34)	La Plata	___	(55)	Saguache	___
(14)	Custer	___	(35)	Larimer	___	(56)	San Juan	___
(15)	Delta	___	(36)	Las Animas	___	(57)	San Miguel	___
(16)	Denver	___	(37)	Lincoln	___	(58)	Sedgwick	___
(17)	Dolores	___	(38)	Logan	___	(59)	Summit	___
(18)	Douglas	___	(39)	Mesa	___	(60)	Teller	___
(19)	Eagle	___	(40)	Mineral	___	(61)	Washington	___
(20)	Elbert	___	(41)	Moffat	___	(62(	Weld	___
(21)	El Paso	___	(42)	Montezuma	___	(63)	Yuma	___
						(80)	Broomfield	___

8. Please place a check by the type(s) of fuel service provided by your business:
Wood:_____ Fuel Oil:_____ Other (Please Specify):_____
Propane Gas:_____ Coal:_____

LOW-INCOME ENERGY ASSISTANCE PROGRAM (LEAP)
BULK FUEL AGREEMENT

Agreement made this _____ day of _____, 20_____ by and between the State of Colorado, Department of Human Services (hereinafter referred to as the State) and **[Vendor name and address]**

_____

_____ (hereinafter referred to as Vendor or Contractor).

WHEREAS, Title XXVI of the Low-Income Home Energy Assistance Act of 1981 (P.L. 97-35) provides for Home Energy assistance to Eligible Households; and

WHEREAS, The parties hereto desire to establish an arrangement to carry out the provisions of this Act and to assure that funds available under this Act are used in accordance therewith.

NOW, therefore it is hereby mutually agreed:

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A. "Household" or "Eligible Household" is one that has applied for energy assistance and for whom the Vendor has been notified by the County LEAP Office that payment will be made to the Vendor on behalf of the Household;

B. "Home Energy" shall include electricity, fuel oil, natural gas, coal, propane, wood, kerosene, or any other fuel used for heating a residential dwelling;

C. "County Department" means the County Department of Human/Social Services of a particular county as designated by the State (for the purposes hereof, when the County Department is so designated by the State, the Contractor may consider, interact, and deal with such County Department as the authorized agent of the State);

D. "Non-Bulk Fuel" is a fuel for home heating, which is provided by a utility company and is regulated and metered by the utility company. Normally, non-bulk fuel includes natural gas and electricity;

E. "Bulk Fuel" is a fuel for home heating which may be purchased in quantity from a fuel supplier and stored by the Household to be used as needed. Normally, bulk fuel includes wood, propane, kerosene, coal and fuel oil;

F. "Primary Heating Fuel" is the main type of fuel used to provide the majority of the heat to the residence;

G. "Home Heating Costs" are charges directly related to the primary heating fuel used in a residential dwelling;

H. "Estimated Home Heating Costs" (EHHC) are the amount of heating costs incurred during the previous heating season to be used as an estimate or projection of the anticipated heating costs for the current heating season (November 1st through April 30th). Such costs shall not include payment arrearages, investigative charges, reconnection fees, or other such charges not related to fuel prices and consumption levels. Estimated home heating costs for an Applicant Household shall consist of the total actual home heating costs for the primary heating fuel for the prior year for the Household's current primary

residence. Vendors are required to provide actual home heating costs if available;

I. "Program Year" means from November 1st through April 30th for the Basic Program or until funds run out, whichever occurs first;

J. "Eligibility Period" means there is one eligibility period for the program year - November 1st through April 30th or until funds run out;

K. "Overpayment" means a Household received benefits in excess of the amount due that Household based on eligibility and payment determination in accordance with LEAP rules;

L. "Supportive Fuel" means an energy source needed to operate the primary heating system in a residential setting, such as electricity as a supportive fuel required to operate a natural gas furnace.

M. "Heat Related Arrearage" means any past due amounts for the primary heating fuel and/or supportive fuel.

II. Responsibilities of the Vendor:

A. The Vendor shall implement the following provisions:

1. The Vendor will charge the Eligible Household, in the normal billing process, the difference between the actual cost of the Home Energy and the amount of the payment made by the State;
2. The Vendor will not treat a Household receiving assistance under the program adversely because of such assistance;
3. The Vendor will not discriminate, either in the cost of the goods supplied or the services provided, against the Eligible Household on whose behalf payments are made;
4. The Vendor will credit an Eligible Household's account promptly and no later than ten (10) working days after a payment is received for such Household and credit will be reflected in the next normal billing;
5. The vendor may charge applicants for any fees that they would charge any/all customers AND that the basic LEAP benefit is for fuel charges only.
6. The Vendor will deliver an amount of fuel equal to the LEAP program year benefit awarded to the client. LEAP client benefit dollars shall only be applied to fuel delivered, and may not be applied to client arrearages.
7. Upon notification by the County Department, the Vendor will reimburse amounts to the County Department within ten (10) working days in the case of incorrect payments or overpayments;
8. If notified by the County Department that a Household has been approved for the Basic LEAP program year benefit payment that the Vendor shall: Deliver fuel to the Eligible Household as soon as possible, or within 24 hours of notification if the Household is out or in imminent danger of

running out of fuel, and continue to deliver fuel until the current LEAP program year benefit is exhausted, unless:

1. the Eligible Household is out of fuel and the benefit amount is less than 50% of the Household's arrearage. If this situation exists, the Vendor may, at the Vendor's discretion, refuse to accept the Basic LEAP program year benefit and not be required to deliver fuel.
2. If the Vendor refuses to accept the LEAP program year benefit, the Vendor shall notify the County within three (3) working days and send written notice to the Eligible Household advising them the payment will not be accepted and no fuel will be delivered. The benefit shall be paid to the Eligible Household.

9. The Vendor will not refuse service of a Household approved for the Basic LEAP benefit if such Household presents to the Vendor a medical certificate, signed by a licensed physician or health practitioner acting under a physician's authority, stating that termination of service would be especially dangerous to the health and safety of any member in the approved Household;The Vendor shall maintain confidentiality of information provided by the County Department about a Household's benefit in accordance with applicable Federal and State Laws;

10. The Vendor shall return any payments that cannot be credited to an account within ten (10) working days to the County Department;

11. Assure that when a Household moves or no longer uses the originally approved Vendor, the Vendor shall report any credit balance, within ten (10) working days, due to the Household (up to the amount paid on behalf of an eligible Household, excluding any deposits made by the Household) to the county. A reasonable attempt must be made by the Vendor and the County Department office to locate the Household.

    a. If the Household is located, the Vendor will forward the LEAP credit balance directly to the Household within ten (10) working days.

    b. If the Household cannot be located within thirty (30) working days, the Vendor will keep the funds available for the Household for the remainder of the current fiscal year and at the end of the federal fiscal year (September 30) any LEAP credit balance will be forwarded by the Vendor to the Energy Outreach Colorado; 225 E. 16th Ave, Suite 200; Denver, CO 80203.

c. Upon County Department request, the Vendor must return such credit balance to the Energy Outreach Colorado within ten (10) working days of the county request.

d. If the Vendor has sent the LEAP credit balance funds to the Household, and a recovery is necessary, the County Department will recover from the Household, not the Vendor.

12. The Vendor shall refund any credit balances to the Eligible Household after June 30th of the current year upon the Eligible Household's request;

13. In the event that service cannot or will not be delivered by the Vendor to the Household, the Vendor shall return the total payment amount or the credit balance due to the Household, whichever is applicable, (up to the amount paid on behalf of an Eligible Household excluding any deposits made by the Household) to the County Department within ten (10) working days;

14. The Vendor shall accompany all payments returned to the County Department with a notification showing the Vendor name, the Household's name, the amount returned on behalf of the Eligible Household and the date and reason for return by the Vendor;

15. All funds due to the County Department shall be returned to the County Department no later than August 15 of the current year;

16. All other requirements of Federal and State laws and regulations shall be adhered to;

17. The Vendor shall provide all customers subject to utility shutoff or who are financially unable to purchase fuel with address and telephone number information about the Low Income Energy Assistance Program;

18. The Vendor shall establish such fiscal control and fund accounting procedures as may be necessary to assure the proper use and accounting of funds under this Agreement. All records maintained by the Vendor relating to this Agreement shall be available on reasonable notice, for inspection, audit or other examination and copying, by State and County Department representatives or their delegates. Such records shall show the amount of Home Energy delivered to each Eligible Household, the amount of payments made for Home Energy by such Eligible Households, the dollar value of credit received on behalf of each Eligible Household, the balance of available benefits and fuel costs and all documents and calculations in establishing the estimated home heating costs. All records shall be maintained for a period of 3 years following the termination of this Agreement. The State and County Department reserve the right to monitor the implementation of this Agreement by the Vendor.

19. The Vendor will provide County Departments documented actual home heating costs for the period of November 1st through April 30th for any Eligible Household using their service. (The vendor may provide cost figures for fuel purchased prior to November 1st

but which was consumed between November 1st and April 30th.) Such costs, if possible, shall be based on historical usage and such costs shall be provided to the County Department within 10 days of request. If the Vendor fails to provide estimated home heating costs (EHHC) for an Eligible Household for the period of the prior year, the County Department shall make any payments to the Eligible Household (not the Vendor), unless the Vendor documents that such data are not available due to no meters, broken meters, no prior year's service, skips in service, or other reasons as established by the Colorado State Department of Human Services. The State and County Departments reserve the right to audit Vendor estimating procedures, and to terminate the Vendor Agreement if estimates are found to be inaccurate or inappropriate;

20. The Vendor will refer their customers to the Heat Help Line @ 1-866-432-8435 in instances where their customer is requesting a LEAP application packet. The County Department will supply the Vendor with applications, brochures and envelopes for the return of the applications;

    a. Non-compliance by the Vendor with any of the above assurances of this agreement or applicable law or regulations shall be grounds for immediate termination of this agreement. Such termination shall include termination of payments on behalf of Eligible Households and immediate return of credit balances or refunds owed to the County Department. Such termination is in addition to all other legal remedies available to the County Department, including investigation or prosecution of fraud in connection with this agreement.

    b. All Vendors will be required to establish an account with a financial institution to receive payments via direct deposit through electronic funds transfer (EFT).

    c. All Vendors will be required to establish internet access to retrieve LEAP applicant approval information and LEAP benefit payment data from the State of Colorado, LEAP website @ www.colorado.gov/cdhs/LEAP.

    d. Vendor credits to Eligible Household accounts shall not be made to the following Households:

        1. Households that do not pay home heating costs directly to a Vendor;

        2. Households for which a Vendor agreement has not been established;

        3. Households for which an appropriate Vendor cannot be determined or feasibly paid on behalf of an eligible Household.

21. Payments shall not be made to a landlord or other provider of shelter.

22. All funds reimbursed to the County Department by fuel Vendors shall be reissued to the Household or the appropriate Vendor or refunded to the County Department in accordance with rules of the state.

23. If the Vendor has provided fuel to an Eligible Household and the Household moves and is no longer served by that Vendor, payment will be made to that Vendor, unless the Household owes no money on that account.

III. The State shall itself or through the County Department, as the case may be:

1. Promptly advise the Vendor of the name, address, account number, if any, and amount to credit to the account of each Eligible Household via the LEAP website's vendor information. The state will also provide vendors with a password to retrieve payroll information from the vendor website.

2. Notify all Eligible Households of the amount of Home Energy credits to be made on their behalf to the Vendor;

3. Make timely payments to the Vendor for credit to Eligible Households for Home Energy supplied in accordance with the terms of this Agreement;

4. Promptly notify the Vendor of all pertinent changes in this program caused by changes in applicable law or regulations.

IV. General Provisions:

1. The term of this Agreement shall be October 1, 2011 (or upon signed approval of the vendor agreement by the State Controller, whichever is later) through September 30, 2015;

2. This Agreement is subject to and contingent upon the continuing availability of federal funds. In the event that insufficient funds, as determined by the State or County Department, are available for this program, the State or County Department may immediately terminate this Agreement;

3. This Agreement may be terminated by either party upon 30 days prior written notice to the other party sent by certified or registered mail;

4. The Vendor may not assign this Agreement without the prior written consent of the State Department;

5. The Vendor shall comply with all applicable Federal and State law and regulations, including confidentiality of all records, termination and restoration of Home Energy service, and discrimination. The Vendor certifies that it has all licenses, insurance, etc. required by law for the provision of services hereunder;

6. Payment pursuant to this Contract shall be made as earned, in whole or in part, from available state funds in an amount not to exceed the amount of funds available for each fiscal year this contract is in effect for the purchase of home heating fuel. The funds that are available for each fiscal year may be used to pay multiple contractors for the services that are described in this contract. The liability of the State, at any time, for such payments shall be limited to the unexpended amount of remaining funds.

7. This agreement supersedes any earlier Vendor Agreement signed by the parties.

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

2. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.

5. COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

7. BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.CR S §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and

shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [***Not Applicable to intergovernmental agreements***] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [***Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services***] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for Vendor/Contractor hereby swear and affirm that they are authorized to act on Vendor/Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

FUEL VENDOR (full legal name):

_____

_____
Signature of Company Executive

_____
Name and **Title** (Printed or Typed)

_____
Company/Business Name

_____
City Zip Code

_____
Date

STATE OF COLORADO
John W. Hickenlooper, Governor

By: _____
for Executive Director
Department of Human Services

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Vendor/Contractor is not authorized to begin performance until such time. If Vendor/Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Vendor/Contractor for such performance or for any goods and/or services provided hereunder.

APPROVED:

State Controller
David J. McDermott, CPA

By: _____
Valri Gimple, Designee

Date: _____

LEAP VENDOR AGREEMENT SIGNATURE AUTHORIZATION FORM

Company Name: _____

Address: _____

Type of Company (check one):

__ Sole proprietorship

__ Investor owned utility (corporation)

__ Municipal utility

__ Association

__ Limited partnership

__ Other (Specify):

I hereby authorize _____, whose title is

_____, to sign the LEAP Vendor Agreement.

_____	_____
Printed Name	**Date**
_____	_____
Title	**Signature**