

2007-2011 APPROVED BULK FUEL VENDOR DATA INFORMATION

1. Enter the complete vendor/business name: _____

2. Enter your business mailing address (include zip code).
All LEAP information will be mailed to this address:

3. Enter the name of the LEAP contact person for your business: _____
4. Enter your e-mail address: _____
5. Enter the business telephone number for your contact person: (_____) _____
6. Enter the business fax number for your contact person: (_____) _____

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) Chaffee _____ | (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 _____ |

7. Place a check by the type(s) of fuel service provided by your business:

Wood _____	Fuel Oil _____
Propane Gas _____	Coal _____

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

Agreement made this _____ day of _____, 2007 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).

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 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. "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.

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 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.
 - 6. 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;
 - 7. If notified by the County Department that a Household has been approved for the Basic LEAP program year benefit payment that the Vendor shall:
 - a. 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.
- b. Make a good faith effort to establish or re-establish a fuel payment arrangement with the Eligible Household if the Household runs out of fuel 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;
8. 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;
 9. 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;
 9. The Vendor shall return any payments which cannot be credited to an account within ten (10) working days to the County Department;
 10. 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.
11. The Vendor shall refund any credit balances to the Eligible Household after May 31st of the current year upon the Eligible Household's request;
 12. 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;
 13. 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;
 14. All funds due to the County Department shall be returned to the County Department no later than August 15 of the current year;
 15. All other requirements of Federal and State laws and regulations shall be adhered to;
 16. 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;
 17. 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.
 18. 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;

19. The Vendor will refer their customers to the Heat Help Line @ 1-800-432-8435 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.cdhs.state.co.us/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 in writing of the name, address, account number, if any, and amount to credit to the account of each Eligible Household;

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, 2007 through September 30, 2011;
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

The 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 deemed 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. INDEMNIFICATION. Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

[Applicable Only to Intergovernmental Contracts] 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, protection, 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. 2671 et seq., as applicable, as now or hereafter amended.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2. 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 or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

5. NON-DISCRIMINATION. Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW. The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall 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 will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. [Not Applicable to Intergovernmental Contracts] VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4. The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (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 or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has 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 paragraph, the State may exercise any remedy available at law or 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. 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.

10. [*Not Applicable to Intergovernmental Contracts*]. **ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-**

101. Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. 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 represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised October 25, 2006

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

FUEL VENDOR (full legal name):

STATE OF COLORADO

Bill Ritter, Governor

Signature of Company Executive

By: _____

for Executive Director
Department of Human Services

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

Company/Business Name

City

Zip Code

Date

APPROVED:

State Controller – Leslie M. Shenefelt

By: _____
Designee

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