

**HOME ENERGY ASSISTANCE PROGRAM
PARTICIPATION AGREEMENT**

**Ohio Department of Development
Office of Community Services / Home Energy Assistance Program (OCS/HEAP)
P.O. Box 2169, Columbus, Ohio 43216**

Statement of conditions for participation in Ohio's Office of Community Services/Home Energy Assistance Program in accordance with the Low-Income Home Energy Assistance Act of 1982.

1. The Home Energy Supplier shall 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 OCS/HEAP. The actual cost of the home energy shall not exceed the customary cost charged by the industry for energy to consumers in the geographical area in which the energy is provided.

2. The Energy Supplier shall not discriminate against any eligible household in regard to the terms and conditions of sale, credit, delivery price, program participation, race, religion, color, sex, national origin, handicap or age.

3. The Energy Supplier agrees to comply with applicable state laws and regulations. Furthermore, the Energy Supplier warrants that it is not disbarred and/or suspended, and will comply with OCS/HEAP rules and guidelines which govern the implementation of the Home Energy Assistance program.

4. The Energy Supplier shall expend energy assistance payments solely for residential dwellings comprised of any individual or group of individuals who are living together as one economic unit for whom residential energy is customarily purchased in common or who make undesignated payments for energy in the form of rent.

5. The Energy Supplier shall assure that the benefit of any energy assistance payment accrues to the eligible household for which the payment is made.

- a. Energy Supplier agrees to note on customer's account the date on which the Notice of Decision/Intent to Pay was received by the supplier.
- b. Energy Supplier agrees to credit the customer's account upon payment by the OCS/HEAP.

6. Energy Supplier agrees to indemnify and to hold the OCS/HEAP and state harmless and immune from any and all claims for injury or damages arising from this Agreement and Energy Supplier's performance of the obligations or activities in furtherance of the Project which are attributable to the Energy Supplier's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Energy Supplier, or joint ventures while acting under This Agreement. Such claims shall include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. The Energy Supplier shall bear all costs associated with defending the OCS/HEAP and the State of Ohio against any claims.

If the Energy Supplier is a "Subdivision" or "Taxing Unit", as defined by Ohio Revised Code Section 5705.01, it shall maintain liability and property insurance to cover actionable legal claims for liability of loss which are the result of injury to or death of any person, damage to property (including property of OCS/HEAP) caused by the negligent acts or omissions, or negligent conduct of the Energy Supplier, to the extent permitted by law, in connection with the activities of the Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute transfer of any such liability from one to the other.

7. The Energy Supplier shall retain all books, records and other documents relevant to normal billing procedures and upon reasonable notice to energy supplier, any duly authorized representative of the Ohio Department of Development shall have full access to said materials to audit sample or otherwise evaluate energy assistance payments.

8. Should the Energy Supplier fail to perform satisfactorily any requirements of this Agreement, or upon just cause, OCS/HEAP may immediately terminate the Agreement.

9. In accordance with Executive Order 2007-01S, Energy Supplier, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code Sections 102.01 et seq., 2921.01, 2921.42, 2921.421 and 2921.43, and Section 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Energy Supplier understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

10. Energy Supplier hereby certifies, by its signature on this document, that all applicable parties listed in Divisions (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

NOTE: Residential landlord and/or residential management companies are not considered to be energy suppliers and are not eligible to be enrolled as an Energy Supplier for OCS/HEAP.

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Please check if you will be using our web-based interface (OCEAN) for accepts and rejects. A Confidentiality Agreement must be completed for each user. Please see attached.

1. Legal Name of Business/Individual:		3. Employer Identification Number (EIN) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
2. Business Trade Name, DBA Name (if different from above)		OR Social Security Number (SSN) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
4. Telephone Number:	5. Fax Number:	6. Email Address:
7. Put a "✓" in the box that applies to your business entity. <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Non-Profit <input type="checkbox"/> Individual <input type="checkbox"/> Other (Specify) _____ Note: If Sole Proprietor, individual's name must appear in block #1		8. Company Website: 9. County(ies) Served:
10. Office Address:		11. County:
12. Mailing Address:(If different from above)		13. County:
14. Type of Fuel/Service Provided: <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane/Bottle Gas <input type="checkbox"/> Coal/Wood/Pellets <input type="checkbox"/> Repair/Install Heating/Cooling Systems <input type="checkbox"/> Electric <input type="checkbox"/> Fuel Oil/Kerosene <input type="checkbox"/> Portable Heaters <input type="checkbox"/> Room Air Conditioners		
PLEASE ATTACH A COMPLETED SAMPLE COPY OF YOUR INVOICE OR INVOICES (SHOWING ACCOUNT #S)		Please enter the minimum # of gallons before you will make a delivery _____
15. Name and Title of Contact Person:	16. Phone Number:	17. Email Address:
18. CERTIFICATION: The undersigned Energy Supplier agrees to comply with the conditions listed on pages one and two as a Participant for HEAP, effective on the signature date of this agreement and represents that to the best of his or her knowledge the information given is true, correct and complete. <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 10px;"> Signature of Authorized Representative Date </div>		
For OCS Staff only		
Vendor # <div style="border: 1px solid black; width: 50px; height: 20px; display: inline-block;"></div>	Initials & Date of OCS Staff _____	Initials & Date of OCS Supervisor _____

State of Ohio

Ohio Department of Development

OCEAN Data Confidentiality Agreement for Vendors

Security and confidentiality are a matter for concern of all users of Ohio Department of Development (ODOD) information systems, including all other persons who are given limited access to ODOD confidential data for business reasons. Each person entrusted with an authorized ID to access any ODOD system holds a position of trust relative to the information it contains and must recognize and accept the responsibilities entrusted to him/her in preserving the security and confidentiality of that information. Certain information may be subject to confidentiality requirements imposed by state and/or federal law.

An authorized user's conduct, either on or off the job, may threaten the security and confidentiality of this information. Therefore, it is the responsibility of every user to know and understand the following:

1. You are being given access to ODOD's OCEAN system only for the purpose of confirming delivery of goods or services for which you are to be paid by ODOD. You must not use, or permit any other person to use, OCEAN or any information in OCEAN for any other purpose.
2. You must not seek to benefit personally, or permit others to benefit personally, from any information to which you are given access by virtue of your vendor relationship with ODOD.
3. You must not disclose the contents of any record you may access through OCEAN to any person except as necessary for you to provide the goods or services for which you are to be paid by ODOD.
4. You must not knowingly include or cause to be included in any record or report you create for ODOD any false, inaccurate, or misleading entry.
5. You must not disclose or share any security codes, *i.e.*, sign-ons, passwords, *etc.*, used to access OCEAN or otherwise to do business with ODOD.
6. You must report any violation of this Agreement to ODOD immediately to: Shawn Robinson at Shawn.Robinson@development.ohio.gov or 614-644-7737
7. You acknowledge that certain information in OCEAN may be subject to privacy protections under federal and state law, and you understand that you may be subject to civil and/or criminal penalties if you violate those laws by unauthorized use or disclosure of information you obtain from ODOD through OCEAN.
8. You understand that accounts with no activity for 90 days will be disabled. You will be required to sign a new confidentiality agreement to re-establish any account that has been disabled (except an account disabled due to invalid password entered).
9. You certify to ODOD that the email address provided below is your work account, and it is not shared or accessed by anyone other than you.

Any violation of this policy may result in termination of your OCEAN access. ODOD may exercise any remedy available to it under law to enforce this Agreement.

I have read and understand the OCEAN Data Confidentiality Agreement:

Vendor Name _____

Signed _____ (Date) _____

Name (Print) _____ (Position Title) _____

Work Address (full address) _____

Phone Number _____ Ext _____

Work E-Mail _____

*****To be filled out by company owner or above employees supervisor only*****

Please list any other companies _____
the employee listed above _____
should have access to..... _____

Authorized Approval (Print)..... _____

Authorized Approval (Sign) _____ (Date) _____

<i>For OCS Use Only:</i> User Created/updated by: _____ ODOD Approval _____
