

ATTACHMENT II

Community Action Agency
Participating Agency Agreement

Home Energy Savings – Braided IHWAP Initiative

January 1, 2024

INTRODUCTION

The Home Energy Savings – Braided IHWAP Initiative ("**Program**") is sponsored by ComEd, Nicor Gas, North Shore Gas and Peoples Gas (the "**Utilities**"), and managed by Resource Innovations, Inc. ("**Company**"). The Program provides financial assistance ("**Incentives**") to install eligible energy efficiency measures ("**Braided Retrofits**") in existing single-family or multi-family homes with household incomes at or below 200% of Federal Poverty Level ("**Income Eligible**") per IHWAP guidelines. Customers must meet the minimum income qualifications and be current residential delivery service customers of ComEd, and/or residential customers with natural gas service from Nicor Gas, North Shore Gas or Peoples Gas ("**Customers**"). The Program will be offered in coordination with the Illinois Home Weatherization Assistance Program ("**IHWAP**"). A detailed description of the Program is provided in **Exhibit 1 – Program Description**.

This Participating Agency Agreement ("**Agreement**") between Resource Innovations, Inc. ("**Company**") and DuPage County Human Services ("**Agency**") sets forth the terms and conditions governing Agency's participating in the Program. By signing this Agreement, Agency is agreeing to comply with and be bound by these terms. The Agreement may be extended or modified by written consent of the parties via an addendum.

COMPANY ROLE

Company is the Program Implementer. The Program Implementer is the designated representative of the Utilities. Company and its subcontractor, the Illinois Association of Community Action Agencies ("**IACAA**"), are responsible for developing an Agency network and administrative process to support delivery of Braided Retrofit services to Income Eligible customers. Company and IACAA will provide Program oversight, process incentive requests from the Agency, conduct quality assurance trainings, and provide general support to the Agency for successful participation in the Program.

AGENCY ROLE

To qualify as an agency authorized to participate in the Program, Agency must complete **Exhibit 2 – Applicant Information Forms**. Company reserves the right to deny applications at its sole discretion.

Agency is responsible for Program promotion and marketing in collaboration with Company and/or the Utilities, Customer enrollment, intake and scheduling of the assessment, completing the in-home assessment, scoping and specifying Braided Retrofit projects, managing installation of energy efficiency measures, combustion safety testing, following Program-provided safety protocols and coordinating quality assurance and control activities with Company and/or its designated representative. Agency shall be responsible for the proper disposal of all materials, including any hazardous material when applicable.

The Program offers eligible Customers Braided Retrofits at no-cost to the Customer. Agency will conduct an assessment of eligible Customer homes, develop a work order with eligible Program measures and obtain a signed customer authorization form. Agency is responsible for entering all required project details and submitting Program required documentation in the Data Collection Tool (DCT) provided by the Program. Upon completion of the project, Agency will submit the signed customer authorization form, invoices, and final inspection report to Company via the DCT. Invoices will include Program eligible measures and measure-level costs from the measure catalog approved by IHWAP.

Agency shall treat all customers fairly and attempt in good faith to deliver promised services in a timely, respectful, and responsible manner. Failure to adhere to generally accepted principals of professional conduct may result in Agency being excluded from participation in the Program.

Agency shall conduct themselves in a professional, respectful, and reasonable manner when interacting with any Utility, Company, Customer, or affiliated Program staff. Agency shall not engage in behavior that adversely

impacts the Utilities or Company, tarnishes their service marks, and/or diminishes the profession or service in the eyes of the public. Failure to adhere to generally accepted principals of professional courtesy may result in Agency being excluded from participation in the Program.

"Subcontractors" are service providers, installation contractors, or any other individual or entity engaged by Agency to perform Program work on behalf of Agency pursuant to this Agreement. If Agency uses a third-party Subcontractor for any of the Braided Retrofit measure installations, Agency must complete **Exhibit 2b – Subcontractor Information**.

Agency shall be fully responsible for all work performed by any Subcontractor and its employees, their compliance with all applicable terms and conditions of the Program and this Agreement, compliance with any plans or specifications, the professional interaction of Subcontractor and its employees with Customers, the required quality of the work, the costs of any subcontracted work and to ensure that there is no gap between the work of individual Subcontractors in any instance. Agency shall be solely responsible to pay all Subcontractors for their respective work on each project and shall promptly pay each Subcontractor amounts owed to such Subcontractor.

ACCEPTABLE PRACTICE

Agency must comply with the Program standards, processes and procedures outlined in the following exhibits to the Agreement.

- Exhibit 1 – Program Description
- Exhibit 3 – Illinois Home Weatherization Assistance Program (IHWAP) – Program Operations Manual
- Exhibit 4 – Safety Guidelines
- Exhibit 6 - Illinois Home Weatherization Assistance Program (IHWAP) – Field Standards Manual

Exhibits 1, 3, 4, and 6 form the basis of **"Acceptable Practice"** for the Program that Agency must comply with to participate in the Program and to receive payment of incentives offered by the Program. Company reserves the right to exclude Agency from participating in the Program if Agency does not comply with the Acceptable Practices. Company may also withhold Incentive payments from Agency with Braided Retrofit projects that do not comply with Acceptable Practice.

MANDATORY ORIENTATION

A management-level representative employed by Agency must attend a Program Orientation Meeting provided by Company. Company may deny payment of Incentives to Agency or exclude Agency from participation in the Program if this requirement is not met. The Program Orientation Meeting will include training on the Program Terms and Conditions and Acceptable Practice as outlined in Exhibits 1, 3, 4, and 6 of the Agreement.

MARKETING

Company will collaborate with the Utilities to provide Program collateral, customer education and promotional materials, and website content to support Agency marketing and Customer enrollment efforts (**"Program Marketing Materials"**). Agency may only use approved Program Marketing Materials provided by the Program for the express purpose of promoting the Program and subject to Agency's compliance with promotional guidelines provided in writing to Agency, if any. Agencies may propose to create supplemental marketing tactics for use in promoting the Program, subject to review and pre-approval in writing by Company before public release or use. Company will respond to requests for pre-approval of such marketing tactics within ten business days of receipt. Company reserves the right to exclude Agency from participation in the Program for failure to secure written pre-approval of marketing tactics from Company.

Agency must submit all supplemental marketing tactics for pre-approval to Company contact:

Melanie Mancuso
773.870.1208
mmancuso@resource-innovations.com

NAME AND LOGO USE

Agency agrees to allow their company's business name and contact information to appear on participating agency lists that might be offered on the Program website and on other Program marketing materials.

For purposes of this Agreement, the "**Marks**" means any trademarks, service marks, corporate and program names, logos, designs of a Utility or its programs, including all intellectual property rights therein that are now or hereafter owned, claimed, adopted, acquired, or used by a Utility, its parent, subsidiaries, affiliated or related companies. Agency shall not use a Utility's Marks or any other intellectual property capital of a Utility or its programs (including the Program Marketing Materials) without prior written consent of Company and the Utilities. Each Utility reserves all ownership rights in its respective Marks.

Failure to comply with the marketing and use of Marks requirements is grounds for suspension from the Program. If Agency is suspended from the Program or upon termination of this Agreement, Agency shall immediately cease all use of Marks and Program Marketing Materials.

INCENTIVE PAYMENTS

The Utilities fund eligible Customer projects as outlined in the Customer Eligibility section of Exhibit 1. Company will issue incentive payments to Agency for approved projects after Company receives payment from the Utilities. Incentive payments will be made directly to Agency by Company. Agency is solely liable for payment of costs associated with performance of the Work. Agency must request payment of Incentives by submitting the completed project via the Program-provided tool. Payment of any incentives is contingent upon Agency's compliance with Acceptable Practices. Company reserves the right to make final determination of customer eligibility, qualifying measures, Program compliance and final incentive amounts.

To be considered for payment, projects submitted by Agency must:

- Be submitted within 30 days following the project completion date, or by Friday, **December 20, 2024**, whichever comes first.
- Have an electric and/or natural gas customer account number provided by the Utility(ies).
- Include eligible measures at the agreed upon cost-share with the IHWAP grants.
- Measure-level eligibility is contingent upon the equipment fuel and corresponding utility account(s), as detailed in Exhibit 1 – Program Description.

Project submissions are accepted on a first-come, first-served basis until **December 20, 2024**, or until Program funds are no longer available. Once total funding available for the Program is exhausted within the Program Term, no further Incentive payments will be made for any Work completed in that Program Term. Agency must adhere to the Budget provided to Agency by Company to ensure available incentive funding for all projects prior to commencing work.

Company may withhold payment to Agency based on any failure to comply with any term, requirement, guideline, or expectation set forth in this Agreement, including without limitation, Acceptable Practices or for any of the following reasons:

1. Agency fails to submit project documentation or deliverables in accordance with Program documentation submission requirements or such submission, or a part thereof, is incomplete or inaccurate;
2. Nonconforming or defective work has not been corrected in a timely fashion;
3. Failed inspection, including inspections performed by OCA
4. Company has reasonable suspicion that Agency is involved in fraudulent activity.

If the Program identifies payment has been made to Agency which it is not entitled, Company, without prejudice to any other right or remedy, may, at any time and without notice to Contractor, set off or deduct from payments it owes to Agency against any liability for which Company determines Agency is liable to Company.

Neither Company nor the Utilities shall be responsible for any taxes that may be imposed on Agency, its subcontractors or customers as a result of receiving Incentives through the Program.

AGENCY INCENTIVE ALLOCATIONS

This Agreement includes the Agency's initial incentive allocation ("**Budget**") as provided in the Budgets by Agency Table in Exhibit 5. Agency agrees to make every effort to utilize the full Budget for eligible projects participating in the Program, while managing participation within the Budget. Company is not responsible for Agency expenditures beyond the Budget, unless otherwise agreed to in writing by Company and Agency.

Company and Agency will monitor Agency's progress to the Budget during the Term of this Agreement. Company and Agency will reconcile monthly, at a minimum, actual expenditures against the Budget. When the Agency has forecasted a complete spend of the Budget, which the Company deems reasonable to achieve, an additional allocation to the Agency may be provided, at Company's discretion.

Company and Agencies participating in the Program will go through a mid-year fund utilization review which may result in a redistribution of funds among participating agencies and a change in Agency's Budget and savings goals. Once finalized, relevant agencies will sign a "Reallocation Notice" and will be responsible for the revised Budget and achieving savings goals as provided in the Reallocation Notice.

In the event Company and/or Agency forecast the Agency spending less than the Budget, and the Agency is unable to develop or achieve a reasonable plan of action to address the shortfall, Company may reallocate any or all of the remaining Budget away from the Agency to ensure the Company's goals are achieved.

AGENCY REPORTING EXPECTATIONS

Agency will submit completed projects via the Program-provided tool, known as the Data Collection Tool (DCT), for incentive processing and payment. Agency will also report the below key reporting data and information to Company on an agreed-upon schedule. Agency will provide the information to Company either via the Program-provided tool or via a mechanism established between Agency and Company.

Key reporting data and information:

- Project pipeline (e.g., number of planned assessments for month/year, number of assessments completed that are pending project scheduling, and number of scheduled project installations)
- Scheduled assessment and installation appointments

- Completed projects pending submittal data (e.g., installed but not yet inspected, inspected but not yet submitted).
- Number of deferrals provided on a quarterly basis via email to Company
- ICC re/certification docket numbers to be provided for all contractors to Company via the Data Collection Tool before **June 1, 2024**.

TECHNICAL CREDENTIALS

Agency must hold the IHWAP-required technical credentials, as outlined in the most current version of the IHWAP Program Operations Manual issued by the Illinois Department of Commerce and Economic Opportunity.

Agency is responsible for maintaining records that demonstrate obtainment of the required technical credentials by its designated employee and will provide copies to Company upon request. Agency must notify the Program within 5 business days of a change in the status of staff that provided for Agency's compliance with technical credential requirements. Company reserves the right to exclude Agency from participation in the Program and deny Incentive payments for failure to meet the technical credential requirements of the Program.

Agency shall comply with, and cause its Subcontractors to comply with, as applicable, the requirements applicable to installers of energy efficiency measures under Section 16-128B of the Public Utilities Act ("Act") [220 ILCS 5/16-128B]¹ and 83 Ill. Adm. Code 462 ("Part 462")² and provide evidence of certification and good standing upon request by Company. Per the requirement, "An entity is only required to seek certification pursuant to Code Part 462 if the entity performs, while installing energy efficiency measures, electrical connections other than connections of class 2 circuits as defined in the National Electric Code effective August 24, 2016." Incentive payment may be contingent upon Agency and/or Subcontractor(s) completing the required certification.

COMPLIANCE WITH LAWS

Agency and its Subcontractors, at their own expense, shall maintain any relevant licenses required by federal, state, county, or municipal governments or any other agencies for work in the trades undertaken in the Program. Agency shall abide by all local, state, and federal guidelines, applicable laws, building codes, and regulations; and perform work in accordance with the Program standards. Agency shall be fully responsible for their own employees and/or subcontractors, including but not limited to direction, supervision, discipline, training, compensation, tax withholdings, benefits, insurance, classification, and verification of work status.

The Agreement is subject to federal and state laws and regulations regarding nondiscrimination. As a material term of this Agreement, Agency agrees to comply with all such applicable laws and regulations. The terms and provisions of the Equal Opportunity Clause, Sections 60-1.4, 250.4 and 741.4 of Chapter 60 of Title 41 of the Code of Federal Regulations, regarding "Nondiscrimination in Employment by Government Contractors and Subcontractors" are incorporated by reference and made a part of this Agreement. In addition, Agency agrees to comply with the provisions of 29 CFR Part 470. Upon request, Agency shall supply Company with a certificate demonstrating compliance with the foregoing.

Agency shall comply with all applicable provisions of and regulations under the Occupational Safety and Health Act of 1970, as amended, and all laws, rules and regulations applicable to the hiring of disabled veterans, veterans of the Vietnam era, Uniformed Services member, and individuals with physical or mental disabilities.

¹ 220 ILCS 5/ Public Utilities Act. (ilga.gov)

² PART 462 CERTIFICATION FOR ENERGY EFFICIENCY INSTALLERS : Sections Listing (ilga.gov)

INSURANCE

Agency shall procure and maintain, at its expense, the following insurance coverage that shall continue in effect for all claims arising during the term of this Agreement:

- Worker's Compensation as required by applicable statutory code for all applicable federal and state laws.
- Employers Liability Insurance at a minimum of the amounts required by IHWAP. Agency and its underwriter shall provide a waiver of subrogation against Company and the Utilities.
- Comprehensive General Liability Insurance with a minimum combined single limit per occurrence and in the aggregate of the amounts required by IHWAP. Such insurance shall be primary as respect to Company over any other insurance available to Company. Agency and its underwriter shall name Company and the Utilities as additional insureds and waive all rights of subrogation against Company and the Utilities.
- Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment, in amounts satisfactory to Company, minimum combined single limit per occurrence and in the aggregate of the amounts required by IHWAP.

Agency shall furnish Company with certificate or policies, satisfactory to Company, as evidence that above insurance is in force prior to conducting the Work. Coverage afforded under the policies will not be canceled, allowed to expire or the limits in any manner reduced until at least thirty (30) days after written notice to Company.

WARRANTY

Agency shall provide the property owner associated with the work with a written warranty on labor and materials for a minimum period as established by IHWAP protocols. Equipment and materials installed shall carry manufacturer's warranty, plus any extended warranty coverage, if applicable. Agency shall deliver the written warranty by leaving it affixed to a readily visible location and notifying the Customer of its location, or otherwise providing written documentation of warranty to the customer upon completion of the work.

MECHANIC'S LIENS

Agency shall keep each Customer's property free of liens and claims associated with the Work and shall defend, indemnify and hold Company, the Utilities and any Customer harmless from all expenses and losses incurred as a result of liens or claims filed by Subcontractors and vendors of Subcontractors and others claiming by or through Agency.

Agency, in compliance with the Mechanic's Lien Act (770 ILCS 60), shall provide the customer with a signed statement listing all companies that provided services for the project. This will always include the Agency's own company and any subcontracted companies that worked on the project.

CONFIDENTIALITY AND SECURITY

Reports, correspondence, and other documents relating to the Work are Company and the Utilities' property and are to be considered as proprietary and confidential during the Term of the agreement. Agency shall maintain intellectual property rights in its self-created training materials or other created materials whose use in this Program is not specific to performing the obligation of this Agreement alone.

Agency agrees that in the course of participation in the Program, Agency may have access to or receive information relating to the Utilities' customers, including, without limitation, personal information, account

information and energy usage data, obtained in connection with performance of any services as a result of this Agreement or arising out of the Program ("**Customer Information**") and proprietary information relating to Company's business that is not available to the general public ("**Internal Information**"), Internal Information together with Customer Information ("**Confidential Information**").

Agency agrees and covenants that during and subsequent to the term of this Agreement, Agency shall (a) maintain Confidential Information in the strictest confidence, and protect Confidential Information, including Agency systems containing Confidential Information from unauthorized use, access, disclosure, dissemination, or publication using the same degree of care which it uses to protect its own proprietary and confidential information of a like nature, but no less than a reasonable degree of care; (b) not use or access Confidential Information for any purpose whatsoever other than for the purpose of performing the services and fulfilling its obligations pursuant to this Agreement; (c) not disclose the Confidential Information to any person, firm, corporation or other entity other than to its employees and Subcontractors (i) who have a need to know such Confidential Information in order to perform Program services and then only to the extent necessary to carry out such services and (ii) who are bound by written confidentiality obligations no less protective than the terms contained herein. Agency shall at all times cause its employees and Subcontractors to abide strictly by Agency's obligations under this Agreement and its standard policies and procedures. Agency shall remain responsible for any breach of the obligations set forth in this Confidential Information section and any violation of any applicable privacy laws by Agency's employees and Subcontractors to the same extent as if Agency caused such breach or violation.

Agency represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of personal information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

In the event that Agency or its Subcontractors are requested or required to disclose any Confidential Information subject to this Agreement in a legal or regulatory proceeding, Agency shall provide the Company with prompt written notice of any such request or requirements in order to provide Company an opportunity to seek a protective order or other appropriate remedy. Agency shall cooperate with Company and its counsel in their efforts to prevent or limit such disclosure of Confidential Information.

Upon request or in any event within thirty (30) days of termination of its Agreement, Agency shall, and shall ensure all employees and Subcontractors, return or destroy all original and copies of Confidential Information which is in a physical form and delete or destroy any other records (including electronic records) containing Confidential Information, and certify in writing to Company that such Confidential Information has been returned or disposed of securely.

"Security Incident" means (a) any act or omission that compromises (which includes any unauthorized use, access or disclosure) the security or confidentiality of Confidential Information or Agency systems, or Company systems to which Agency has access, storing or processing Confidential Information; or (b) receipt of a complaint in relation to the privacy and data security practices of Agency. Agency shall notify Company within 3 hours, upon becoming aware of Security Incident and, at Agency's cost and expense, assist and cooperate with Company and the Utilities concerning any investigation, disclosures or notices to affected parties and other remedial measures as requested by the Utilities or Company or required under applicable privacy laws. Agency shall reimburse the Utilities and Company's reasonable costs and expenses, including without limitation, claims, internal administrative costs, third-party fees and expenses (including attorneys and consultants) and any other costs or losses related to such access, disclosure, use, loss, corruption, compromise or destruction of Confidential Information. Agency shall not inform any third party of any Security Incident involving Confidential Information without first obtaining Company's prior written consent, other than to inform a complainant that the matter has been forwarded to Company's legal counsel. Further, Agency agrees that the parties shall mutually

agree as to: (y) whether notice of the Security Incident is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation; and (z) the content of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

Agency shall, and shall cause its Subcontractors, to implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually. Agency's information security program shall include administrative, physical, organizational, and technical safeguards to protect Confidential Information and systems storing or processing Confidential Information that are no less rigorous than accepted industry standards and practices for information security. Upon Company's written request, to confirm compliance with this Agreement, as well as any applicable laws and industry standards, Agency shall promptly and accurately complete a written information security questionnaire provided by Customer, or a third party on Company's behalf, regarding Agency's business practices and information technology environment in relation to all Confidential Information being handled and/or services being provided by Agency pursuant to this Agreement. Agency shall fully cooperate with such inquiries.

Agency acknowledges that disclosure or misuse of Confidential Information by the Agency, a Subcontractor or a Agency employee may result in irreparable harm to the Company or the Utilities, the amount of which may be difficult to ascertain and which could not be adequately compensated by monetary damages, and that therefore the Company or the Utilities is entitled to seek specific performance and/or injunctive relief to enforce compliance by the Agency with the terms of this Agreement. Such right of the Company and the Utilities shall be in addition to the remedies otherwise available at law and in equity or under this Agreement. The Agency agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

The obligations of this section shall survive any termination of this Agreement for a period of three (3) years provided, however, that any Confidential Information retained by Agency in accordance with any permitted exception herein shall remain subject to these obligations.

INDEMNIFICATION AND LIMITATION OF LIABILITY

Agency shall defend, protect, indemnify and hold harmless Company, the Utilities and their respective affiliates, directors, employees, subcontractors, and agents (collectively, the "**Indemnified Parties**") against all claims, losses, damages, demands, judgments, causes of action, costs, expenses, (including attorney's fees and expenses) and liability of every kind and character whatsoever ("**Claims**") arising out of or incident to, or related in any way to, directly or indirectly, this Agreement or Agency's participation in the Program; provided however, that Agency shall not be required to indemnify and hold harmless any Indemnified Party against Claims adjudicated to have been caused by an Indemnified Party's sole negligence or willful misconduct..

Company's and the Utilities' total liability arising out of or related to this Agreement, regardless of the number of claims, will be limited to Agency's actual costs associated with providing goods and services under this Agreement, and Company, the Utilities and their respective directors, employees, agents, and subcontractors shall not be liable to Agency or any other party for any other obligation. To the fullest extent not prohibited by applicable law, in no event shall Company, the Utilities, or their respective directors, employees, agents, and subcontractors be liable hereunder for any other type of damages, whether indirect, special, incidental, consequential, exemplary, reliance or punitive (even if advised of the possibility of such damages), including, without limitation, loss of use or loss of profits, regardless of the legal theory on which the claim is based, notwithstanding any other provision of this Agreement to the contrary. Agency waives any claims it might have against Company, the Utilities and their respective directors, employees, agents, and contractors.

WARRANTIES AND REPRESENTATIONS

Agency hereby represents, warrants, and covenants that (1) Agency is eligible and authorized to participate in the Program' Agency's participation in the Program will not result in the violation or breach by Agency of law, Agency's contractual obligations, or other duties or rights of any third party, and this Agreement is or will be executed by a duly authorized representative of Agency; (2) Agency is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or formation and in the state or locality where the services are performed and has obtained all licenses or completed such registrations as may be necessary or required by law to provide the services encompassed in this Agreement or the Program and shall provide evidence of such upon request; (3) Agency shall perform the Program services in accordance with the terms and conditions of this Agreement and Program requirements and in a good, professional, and workmanlike manner using employees and Subcontractors (if any) of Agency that are skilled and qualified to perform the tasks required for the Program, and (4) all equipment and materials Agency supplies shall be new when delivered and free from defects in title, design, material, and workmanship and shall conform to all Program specifications and requirements.

The Utilities and Company do not make any, and the Utilities and Company expressly disclaim all warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. THE UTILITIES AND COMPANY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SAFETY

Safety is Company and the Utilities' top priority. Agency shall adhere to IHWAP, industry and Program safety standards while traveling to and from project sites, and while performing any and all Work associated with the Program. Agency shall submit to Company upon request a copy of Agency's safety plan.

Agency shall notify the Company contact within 3 hours of the occurrence of any of the following incidents while the Agency is performing Program services:

- 1) OSHA recordable incident or injury, regardless of the party at fault
- 2) Motor vehicle accident, regardless of the party at fault
- 3) Vehicular moving violation
- 4) Damage to Customer property
- 5) Loss or theft of Personal Electronic Device (PED) containing Company Confidential Information
- 6) Breach of Company Confidential Information
- 7) Any incident that negatively effects a Customer or garners unwanted or negative media attention
- 8) Any situation where customer safety is in question
- 9) National/Local Health Emergency Reporting: For national or local health emergencies that may materialize during the contract term, reporting requirements will be determined and may change as the emergency evolves. Reporting requirements may include exposure and test results such as in the COVID pandemic.

PROGRAM REPRESENTATIONS

Agency shall properly represent the relationship of Agency to the Utilities and Company as an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Agency is not the agent of the Utilities or Company and is not authorized to

make any representation, contract, or commitment on their behalf. The Utilities' or Company's approval of Agency to participate in the Program does not constitute an endorsement of any kind on the part of the Utilities or Company. Agency shall be solely responsible for payment of compensation to its employees and Subcontractors as well as all applicable federal, state and local income and employment tax, withholdings, and reporting for all such Agency personnel.

QUALITY CONTROL

Company or its designee may request additional documentation from Agency and conduct any site inspection activities necessary to confirm Agency's compliance with Acceptable Practices and this Agreement. Agency shall timely respond to requests for additional project documentation and participate in project inspections, if requested by Company. Failure to provide or complete any of the requested information or Program requirements may result in the denial of incentives through the Program. Agency is responsible for resolving all project inspection, customer service, workmanship and warranty issues and for promptly notifying Company of all such issues discovered or reported to Agency and subsequent resolutions. Any deficiency issues related to workmanship and/or quality of equipment and materials installed that are reported to Agency by customer or Company shall be promptly resolved by Agency, at its sole cost, within the timeframes specified by IHWAP.

TERM AND TERMINATION

This Agreement is effective on the date stated in the written approval notice to Agency (email is sufficient) and shall continue in effect until **December 31, 2024**, unless terminated earlier in accordance with this section ("Term" or "Program Term"). Agency will be subject to the terms of the Agreement and all Program-specific terms and conditions for participation.

Agency may terminate this Agreement and discontinuing its participation as an Agency for the Program by providing Company with thirty (30) days prior written notice. Company may terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice to Agency's primary contact.

This Agreement may not be modified or amended except by a written document which refers to this Agreement and is signed by authorized representatives of both parties to this Agreement. This executed writing requirement for modifications and amendments shall also apply to any waiver thereof.

Agency acknowledges that participation in the Program is a privilege, and Company or the Utilities may take action to suspend the Agency's participation in the Program at any time, and for any reason. Failure to comply with the requirements of this Agreement shall constitute a reason to suspend the Agency's participation in the Program. In all cases involving Agency's status or denial of Program incentives, Company and/or the Utilities' decision is final.

All work in progress shall be completed according to the terms of the Agreement, unless Company elects to relieve Agency of responsibility for incomplete work. Termination of this Agreement shall not relieve Agency of any warranties or other obligations expressed herein which by their terms are intended to extend beyond termination.

MISCELLANEOUS

Third Party Beneficiaries. It is the express intent of Agency and Company that the Utilities are third-party beneficiaries of this Agreement and be protected by and benefit from this Agreement in the same manner as Company with the right to enforce those provisions and this Agreement against Agency directly, in the same fashion as a party hereto.

Survival. The rights and obligations of the parties set forth in Sections Confidentiality and Security, Indemnification and Limitation of Liability, Term and Termination, and Miscellaneous, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois without regard to conflicts of law principles.

Assignment. Agency may not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. Any purported assignment of rights in violation of this section is void.

Waiver. Company's failure to enforce any provisions of this Agreement shall not constitute a waiver of such provisions, nor does it limit Company's or the Utilities' ability to enforce such provisions in the future.

Severability. If any provision of this Agreement, or portion thereof, is held to be unenforceable in any respect, then (i) it will not affect any other provisions of this Agreement; (ii) the unenforceable provision, as between the parties, will be modified, but only to the minimum extent necessary to cure the defect; and (iii) the remainder of this Agreement will continue in full force and effect.

Entire Agreement. This Agreement, including all exhibits and incorporated references, constitutes a complete statement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous representations, proposals, understandings or agreements, whether written or oral.

AGENCY ACKNOWLEDGEMENT

By signing this Agreement, Agency:

1. Represents and warrants that the information provided in this Agreement is true, accurate, and complete;
2. Has read, understands and agrees to comply with the terms and conditions in this Participating Agency Agreement, including all supporting policies described or referenced therein, in its entirety;
3. Agrees to cooperate and respond timely to any other inquiry to verify or confirm the information provided; and understands that approval or rejection of Agency's application to the Program is in the sole discretion of Company and/or Utilities, and that only upon receipt of a written approval notice from Company will the Agency be an Agency in the Program.

Agency

DUPAGE COUNTY

Company Name
Signature on File

MARY A. KENTING, DIRECTOR

Print Name & Title

Date

12/22/23

Company

Resource Innovations

DocuSigned by:
Signature on File

Ashley Palladino, Vice President

Print Name & Title

12/29/2023

Date

Exhibits

The following exhibits are incorporated into and made a part of this Agreement:

EXHIBIT 1 – PROGRAM DESCRIPTION

EXHIBIT 2 – APPLICANT INFORMATION FORMS

EXHIBIT 3 – IHWAP PROGRAM OPERATIONS MANUAL

EXHIBIT 4 – SAFETY GUIDELINES

EXHIBIT 5 – PROGRAM INCENTIVE ALLOCATION AND FUNDING

EXHIBIT 6 – IHWAP FIELD STANDARDS MANUAL

Exhibit 1 – Program Description

The Home Energy Savings – Braided IHWAP Initiative (“**Program**”) is offered in partnership with the Illinois Home Weatherization Assistance Program (“**IHWAP**”), administered by the Office of Community Assistance (“**OCA**”). The Program leverages the existing operations and funding of IHWAP, while establishing a dedicated relationship with each participating agency. The Program strives to achieve greater customer participation within the income eligible segment, enhance the services, products and home improvements offered to each customer, and support each agency’s success in the Utilities’ energy efficiency portfolio.

PROGRAM SERVICES

The Utilities, in collaboration with Agency, will offer income-eligible customers the following services at no-cost to the customer.

- Customer engagement, eligibility verification and enrollment
- Home energy assessment and home retrofit project scoping
- Direct installation of energy-saving products
- Installation of comprehensive home retrofit measures
- Quality assurance and quality control inspections

The Program and all services provided by Agency in the Program will adhere to IHWAP operations and standards, in addition to Program requirements and procedures as provided in this Agreement. IHWAP and Program requirements may be modified or updated during the Program year in collaboration with OCA. Agency shall comply with the most current version of such requirements provided to Agency in writing. Projects for which assessments have been completed and data entered into the Company’s data collection tool by Agency will be processed to completion under the terms and conditions in effect at the time of the project’s entry.

Agency will accept incoming customer inquiries and other customer referrals, conduct an income and utility account eligibility verification, and schedule the customer for an assessment. Agency will conduct an in-home assessment and comprehensive retrofit project scoping, including the installation of free and eligible energy-saving products. Following the scoping of a comprehensive project, if approved by the customer to move forward, Agency will schedule the customer for an installation appointment. Agency, using either qualified personnel or approved third-party installers that adhere to IHWAP and Program requirements, will install eligible weatherization and HVAC measures, and conduct necessary home repairs to facilitate the project, in the second visit.

CUSTOMER ELIGIBILITY

The Program will serve existing single-family homes, which includes detached homes and attached homes, including duplexes, condominium tenant spaces, and other similar properties. Multi-unit complexes with less than three units per complex will serve each unit as a single-family home. The Program will serve multi-family properties with three or more units through the Agency, as outlined in **Exhibit 5 – Program Incentive Allocation and Funding**.

The Program is designed to serve income-eligible customers, with incomes up to 200% of Poverty Level in partnership with IHWAP, leveraging IHWAP funds as outlined in the following section.

Agency will adhere to fuel-source eligibility requirements for each customer, as defined by the Program in collaboration with OCA. In the event a project includes a measure that will not be funded through the cost-share with IHWAP and the Utility funding, the IHWAP grant(s) will cover 100% of the cost as long as the measure

qualifies for IHWAP. For example, for a customer who has Nicor Gas and natural gas heating and water heating, but has a municipal electric utility account (in place of ComEd), the IHWAP grant(s) will fully fund any qualifying LEDs and other electric-only saving measures. The measures with natural gas savings will be funded 50% by Nicor Gas, as defined in the following section.

Customer eligibility for each offer is defined as:

1. Customers with incomes up to 200% of Poverty Level will be served in partnership with IHWAP where possible, leveraging IHWAP funds as outlined in the following section.
 - a. Agencies should prioritize serving as many customers as possible leveraging both IHWAP and utility funding (i.e., "braided" projects).
2. Nicor Gas and municipal electric utility or Ameren Electric
 - a. Nicor Gas will fund 50% of the total project cost, with the exception of any electric-only measures (e.g. central air conditioners, window air conditioners, refrigerators, freezers and LEDs), which will be funded at 100% by the IHWAP grant(s).
3. ComEd only (electric-only, or an alternative heating fuel source, e.g., propane)
 - a. ComEd will fund 50% of the total project cost.

MEASURE-LEVEL INCENTIVE CALCULATIONS AND BRAIDING IHWAP FUNDS

Agency will braid IHWAP and Utility funds for each eligible Agency-selected project, allocating 50% of the total project cost to the IHWAP grant(s) and 50% of the total project cost to the Utility funds. Agency may choose which projects to braid IHWAP and Utility funding throughout the year, but agrees to allocate funds at the full 50% allocation to each source (IHWAP grant or Utility funds) for all installed measures in the selected project.

The total project cost, also referred to as the "**True Grant Expenditure**," includes the Materials and Labor cost, in addition to the Program Support and Administrative costs as defined and calculated by the associated IHWAP grant. The Utility funding will be matched one-for-one to the IHWAP grant amount allocated for that measure, as detailed below.

State and Health and Human Services (HHS) Grants:

Agency will indicate, by measure, the total Material and Labor Cost amount allocated to the State and/or HHS Grants, which will then be funded by the Utility per the following calculation:

- **Total Material and Labor Cost** = (Material Cost + Labor Cost)
- **Program Support** = (Total Material and Labor Cost x Program Support (35%))
- **Total Administration** = (Total Material and Labor Cost + Program Support) x (State (8%) and HHS (6%) Administration)

Utility Funded Amount = (Total Material and Labor Cost + Program Support + Total Administration) x 50%

For example:

- **Total Material and Labor Cost** = (\$800 + \$200) = \$1,000
- **Program Support** = (\$1,000 x 35%) = \$350
- **Total Administration** = (\$1,000 + \$350) x 6% = \$81
- **Utility Funded Amount** = (\$1,000 + \$350 + \$81) x 50% = **\$715.50**

Department of Energy (DOE) Grants:

Agency will indicate, by measure, the total Material and Labor Cost amount allocated to the DOE Grant, which will then be funded by the Utility per the following calculation:

- **Total Material and Labor Cost** = (Material Cost + Labor Cost)
- **Program Support** = (Total Material and Labor Cost x Program Support (35%))
- **Total Administration** = (Total Material and Labor Cost + Program Support) x (DOE Administration (7.5% or 12.5%, as defined below))
 - Agency with an annual DOE Grant allocation of up to \$350,000 receives 12.5% Administration, as directed by the Office of Community Assistance
 - Agency with an annual DOE Grant allocation of \$350,000 or more receives 7.5% Administration, as directed by the Office of Community Assistance

Utility Funded Amount = (Total Material and Labor Cost + Program Support + Total Administration) x 50%

For example, for an Agency with an annual DOE Grant allocation of up to \$350,000:

- **Total Material and Labor Cost** = (\$800 + \$200) = \$1,000
- **Program Support** = (\$1,000 x 35%) = \$350
- **Total Administration** = (\$1,000 + \$350) x 12.5% = \$1518.75
- **Utility Funded Amount** = (\$1,000 + \$350 + \$168.75) x 50% = \$759.38

For example, for an Agency with an annual DOE Grant allocation of more than \$350,000:

- **Total Material and Labor Cost** = (\$800 + \$200) = \$1,000
- **Program Support** = (\$1,000 x 35%) = \$350
- **Total Administration** = (\$1,000 + \$350) x 7.5% = \$101.25
- **Utility Funded Amount** = (\$1,000 + \$350 + \$101.25) x 50% = \$725.63

ADDITIONAL REQUIREMENTS AND EXPECTATIONS

Agencies will be responsible for procuring products and materials that match product specifications and minimum expectations, as determined by the IHWAP requirements. The energy-saving products may be modified during the Program Year, which runs from January 1 to December 31, with sufficient time for the Agencies to procure the new product or material, and the required operations and procedures to be updated.

A post-installation inspection will be completed by the Agency's inspector for each completed project. A sampling of all completed projects will be inspected by the Program, as outlined in the Agreement.

The Program will work with each Agency on a plan to achieve the annual savings and spending goals of the Program. Additional funds may be allocated during the Program Year at the discretion of the Program. Payment of the incentive allocation is not guaranteed and is dependent on the Agency's ability to complete the necessary projects to spend the funds available.

The Program will monitor Agency activity and collaborate with the Agency, no less than monthly, to determine additional resources that may be required to achieve the Program targets (e.g., marketing support, training series for new staff, additional installation contractors, etc.). If the Agency forecasts achieving the savings and spending targets, and the Program finds the forecast reasonable, an additional incentive allocation may be provided to the Agency for use in the remainder of the Program Year. Alternatively, if the Agency is unable to achieve the targets, previously provided incentive allocations may be redistributed to one or more Agencies upon written notice to the Agency, to ensure the Program achieves the full annual savings and spending goals.

The Program aims to achieve high customer satisfaction through quality program delivery. Agencies are expected to provide each customer with a high level of customer service. Agencies should strive to:

- Return all customer inquiries within 24 hours of receipt, either via phone or email
- Resolve all customer escalations and complaints within two business days of receipt
- Avoid damage to customer property and minimize the potential for accidents
- Maintain customer confidentiality and protect customer information provided to the Program at all times
- Provide customers with professional, courteous, high quality and customized interactions and services
- Achieve a 4.5 out of 5.0 on customer satisfaction surveys

The Program additionally strives to continually improve and enhance the services offered and internal operations and procedures. Each Program partner, including the participating agencies, will serve as key contributors for the necessary input and recommendations to continue improving the Program.

Exhibit 2 – Applicant Information Forms

Exhibit 2 consists of Exhibit 2a – Participating Agency Information, which is required of all applicants, and Exhibit 2b – Subcontractor Information, which is required for each Subcontractor used by the Agency to fulfill the work associated with this Agreement.

Agency must complete Exhibit 2a – Participating Agency Information only if there are changes to the originally submitted form. If Agency uses a third-party contractor for any of the Braided measure installations under the Program, Agency must complete Exhibit 2b – Subcontractor Information, unless previously submitted and no changes apply.

Exhibit 2a - Participating Agency Information

Company Background					
Name:		Type: <input type="checkbox"/> Corporation		<input type="checkbox"/> Sole Proprietor	
Years in Business:		<input type="checkbox"/> Partnership		<input type="checkbox"/> Other (specify):	
Mailing Address:				Tax ID #:	
Main Phone:		Main Fax:		Website:	
Contact Information					
Name:			Title:		
Email:					
Office Phone:			Cell phone:		
Counties Served (select all that apply)					
<input type="checkbox"/> Boone	<input type="checkbox"/> Dekalb	<input type="checkbox"/> Henry	<input type="checkbox"/> Kendall	<input type="checkbox"/> Livingston	<input type="checkbox"/> Whiteside
<input type="checkbox"/> Bureau	<input type="checkbox"/> DuPage	<input type="checkbox"/> Jo Daviess	<input type="checkbox"/> Lake	<input type="checkbox"/> McHenry	<input type="checkbox"/> Will
<input type="checkbox"/> Carroll	<input type="checkbox"/> Ford	<input type="checkbox"/> Kane	<input type="checkbox"/> LaSalle	<input type="checkbox"/> Ogle	<input type="checkbox"/> Winnebago
<input type="checkbox"/> Cook	<input type="checkbox"/> Grundy	<input type="checkbox"/> Kankakee	<input type="checkbox"/> Lee	<input type="checkbox"/> Stephenson	<input type="checkbox"/> Woodford
<input type="checkbox"/> Champaign					
Proof of Business Standing					
Applicant will provide the Program proof of all the following:					
<input type="checkbox"/> Firm has an Illinois Good Standing Certificate					
<input type="checkbox"/> Firm has a business license from at least one municipality					
Applicant will provide the Program any three of the following:					
<input type="checkbox"/> A satisfactory Dun and Bradstreet Rating;			<input type="checkbox"/> Confirmation that the firm has been in the same business for at least three years;		
<input type="checkbox"/> A satisfactory banking reference;			<input type="checkbox"/> Confirmation that the principals in the business have a satisfactory individual credit score with no judgments or a bankruptcy within the last seven (7) years		
<input type="checkbox"/> Two satisfactory professional/trade references, such as from suppliers of materials, tools, or credit dated within one year of the execution date;					
Company: Technical Credentials					
<input type="checkbox"/> BPI Accredited Company		Accreditation Issued by:		Expiration Date:	
<input type="checkbox"/> IHWAP-Required Contractor Certifications (If crews are used for installations; Subcontractors used must have required certifications)					
<input type="checkbox"/> Energy Efficiency Measure Installer Certification (ICC-Required Contractor Certification)					

Staff: Certification and Training		
Certifications	# Employees Certified	# Employees Trained
IHWAP Assessor Certification		
IHWAP Inspector Certification		
BPI Building Analyst		
BPI Building Envelope Professional		
BPI Manufactured Housing		
BPI Heating		
BPI Air Conditioning / Heat Pumps		
<input type="checkbox"/> Attached copy of both sides of BPI Badge(s) for certified employees		
BPI Assessment		
Does your company offer an Assessment of Residential Properties following BPI Standards (including but not limited to: Blower Door Test and Thermal Imaging) <input type="checkbox"/> YES <input type="checkbox"/> NO		
What is the range of cost for the assessment?		
Use of Subcontractor(s)		
<input type="checkbox"/> The company will <i>not</i> use a subcontractor provider to perform program eligible work		
<input type="checkbox"/> The company will use a subcontractor provider to perform program eligible work		
<input type="checkbox"/> If so, must submit Subcontractor Information form for each Subcontractor (<i>see the following page</i>)		

Exhibit 2b - Subcontractor Information

Company Background		
Name:	Type: <input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietor
Years in Business:	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other (specify):
Mailing Address:		Tax ID #:
Main Phone:	Main Fax:	Website:
Contact Information		
Name:	Title:	
Email:		
Office Phone:	Cell phone:	
Disadvantaged Business Enterprise (DBE) Certification (if applicable)		
Type of DBE: <input type="checkbox"/> Minority-Owned (MBE) <input type="checkbox"/> Women-Owned <input type="checkbox"/> Veteran-Owned	Does your organization hold a certification for your DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Certification issued by:		
Company: Technical Credentials		
<input type="checkbox"/> BPI Accredited Company	Accreditation Issued by:	Expiration Date:
<input type="checkbox"/> IHWAP-Required Contractor Certifications		
<input type="checkbox"/> Energy Efficiency Measure Installer Certification (ICC-Required Contractor Certification)		
Staff: Certification and Training		
Certifications	# Employees Certified	# Employees Trained
IHWAP Assessor Certification		
IHWAP Inspector Certification		
BPI Building Analyst		
BPI Building Envelope Professional		
BPI Manufactured Housing		
BPI Heating		
BPI Air Conditioning / Heat Pumps		
<input type="checkbox"/> Subcontractor attached copy of both sides of BPI Badge(s) for certified employees.		
BPI Assessment		
Does your company offer an Assessment of Residential Properties following BPI Standards (including but not limited to: Blower Door Test and Thermal Imaging) <input type="checkbox"/> YES <input type="checkbox"/> NO		
What is the range of cost for the assessment?		

Exhibit 3 – IHWAP Program Operations Manual

The current volume of the IHWAP Program Operations Manual, in effect at the time of the installation of the project, shall be used by Agency. At the time of this Agreement, the current volume is: PY2024 IHWAP Program Operations Manual.

Exhibit 4 – Safety Guidelines

INTRODUCTION

The Utilities and Company are committed to safety as the number one priority when delivering, implementing and overseeing the Home Energy Savings – Braided IHWAP Initiative ("**Program**") for all contractors, subcontractors, customers and other program participants. As a Program partner, each Community Action Agency agrees to support the Program in this mission by implementing a comprehensive safety plan, monitoring operations for improvements, minimizing risks and hazardous conditions, and providing the proper training and resources to all staff working on the Program.

Each Agency is expected to be knowledgeable of and in compliance with all applicable laws, regulations and OSHA requirements pertaining to daily operations. Agency Staff must be properly trained and provided with sufficient time, resources and guidance to personally support the Agency's safety mission during Program operations.

The Program reserves the right to suspend or disqualify an Agency from participation in the Program in the event minimum safety requirements are not met, and/or an Agency fails to remedy any situation or procedure that has been deemed unsafe.

This Safety Guidelines document is not comprehensive, and does not supersede any established or existing IHWAP, Agency or Installing Contractor safety guidelines, requirements or expectations. It is ultimately the Agency's responsibility to fulfill and comply with all relevant safety requirements and regulations. The Program agrees to support the Agency in implementing and improving safe operations throughout the duration of the Program. Agency feedback and recommendations to the Program on improving safety standards and operations are encouraged and expected. The Program will provide regular safety tips, recommendations and reminders to the Agency in support of the safety mission.

GENERAL GUIDELINES AND EXPECTATIONS

Agency shall adhere to all relevant Illinois Home Weatherization Assistance Program ("**IHWAP**"), organization and industry-standard safety protocols when providing services on behalf of the Program. Minimum expectations are established and outlined, below.

Responsibility and Accountability: Agency is ultimately responsible for providing a healthy and safe workplace for all Agency staff and any subcontractors working on the Program. Agency's internal staff, subcontractor and/or contractor personnel, and any other staff working at each job site ("**Field Staff**"), including Assessors, Inspectors (as defined by IHWAP) and other staff who may interact with customers or visit customers' homes, have a further obligation to comply with all safety protocols and instructions given by Agency, IHWAP and the Program, as applicable.

Safety Plan: Agency will develop and use a comprehensive safety plan (the "**Safety Plan**") in all operations related to the implementation of the Program. The Safety Plan should include, at a minimum, the following safety requirements and guidelines:

- Environmental and occupational health and safety rules
- Job hazard identification protocols and mitigation strategies
- Safe driving practices
- Personal Protective Equipment (PPE) requirements and instructions for use
- Walk-away policies for unsafe conditions and situations
- Reporting and tracking procedures

IHWAP and Industry Standards: Agency will adhere to all IHWAP safety protocols, as well as any relevant industry standards applicable to Program operations. Agency agrees to advise fully all Field Staff, of the risks and all necessary environmental, safety, and health procedures, as applicable and required.

Continuous Monitoring, Evaluation and Improvements: Agency is expected to have a comprehensive monitoring and evaluation process to ensure and verify safety protocols are adhered to during Program operations. Agency will also have a feedback and improvement process to identify, address and further prevent deficiencies and gaps in safety protocols, with the goal of reducing the number of safety incidents and near-misses that happen during Program operations.

Incident Handling: Agency is expected to have a written process for handling incidents. In addition to reporting incidents as required to IHWAP, Agency agrees to adhere to the protocols outlined in the Community Action Agency Agreement – Safety section for reporting incidents to Company.

OSHA Compliance: Agency is responsible for being aware of and maintaining compliance with all applicable regulations established by the Occupational Safety and Health Association (OSHA) under the Federal Occupational Safety and Health Act of 1970 and the American National Standards Institute, and any applicable amendments or revision thereof whether associated with the furnishings or equipment and/or systems, the construction of facilities, the performance of services, or any other similar contractual relations.

COMMUNITY ACTION AGENCY FIELD OPERATIONS

Agency will adhere to IHWAP Assessment Protocols and follow all relevant industry standards for safe operating procedures and protocols. Agency Assessors and Inspectors must be Training and Certification Program (TCP) certified within one year of employment as, specified in the PY2024 IHWAP Program Operations Manual.

Agency will adhere to IHWAP, industry and Program safety standards while traveling to and from project sites, and while performing any and all Work associated with the Program.

Agency is expected to designate a responsible member of its organization at each work site who will enforce the Agency Safety Plan, identify opportunities for improvement in operations, track near-misses and incidents, and report any issues to the Program Manager or supervisor.

The Program recommends the Agency include a professional code or standards within the Agency Safety Plan to establish expected professional behavior on job sites for Field Staff.

Field Staff are required to follow all manufacturer guidelines and recommendations when installing measures and will practice caution when handling potentially hazardous materials and equipment.

Agency representatives and all Field Staff will train staff on and adhere to OSHA Safe Driving Practices for Employees³ guidelines, and, as appropriate, institute other OSHA safe driving training and techniques, as found on the OSHA website⁴. In the event a driving incident occurs when traveling to, from or between customer sites, Agency will follow guidelines in the Community Action Agency Agreement – Safety section for reporting incidents to Resource Innovations.

Additionally, to further support safe driving, Agency is encouraged to instruct all staff to:

- Conduct a visual inspection of the vehicle prior to each use;
- Use well-maintained vehicles, free of defects and damage;
- As possible, avoid driving during inclement weather when unsafe driving conditions occur or are possible during the work-day;

³ https://www.osha.gov/Publications/Safe_Driving_Practices.pdf

⁴ https://www.osha.gov/Publications/motor_vehicle_guide.html

- Take extra precaution while driving in inclement weather and use good judgment to determine whether it is safe to drive; and
- Allow sufficient time for travel, understanding a late arrival to a customer's home is preferable to unsafe or reckless driving.

Field Staff are expected to establish and support a safe working environment for themselves, as well as for other Field Staff and customers they may encounter (e.g., Agency staff, Assessors and Inspectors; Installing Contractor staff; household members and visitors). Field Staff will:

- Assess each work environment for potential hazards, resolve potential hazards prior to commencing work and not commence work if the hazard cannot sufficiently be resolved;
- Maintain a safe, tidy, and organized work environment;
- Look after their personal safety and well-being on project sites;
- Notify customers and other Field Staff of potential hazards;
- Keep all equipment safe and secured, well maintained, and in good working order;
- Only use equipment and tools that have been tested, are in good working order and are free of defects;
- Strive to eliminate or reduce risk of slips, trips, and falls by being aware of and correcting or resolving, as possible:
 - Uneven surfaces, hole in floors, carpet edges, drop-clothes or changes in floor surface level and
 - Ladders, equipment and other obstacles that may be present in the work area;
- Wear and/or use all relevant personal protective equipment (PPE) as determined by IHWAP, OSHA and/or industry standards, and be trained in its proper use; and
- Adhere to Agency walk-away protocols for unsafe conditions, environments or situations.

Exhibit 5 – Program Incentive Allocation and Funding

INCENTIVE ALLOCATION METHODOLOGY

Agency 2024 Incentive Allocations ("2024 Allocation(s)") were developed with input from each Agency, based on capacity and potential, aligned with the Utilities' priority of maximizing braided production across the network.

INCENTIVE ALLOCATIONS

The initial allocations are based off the following information, with an annual single-family budget from the Utilities of \$4,884,915.00.

Agency will be responsible for managing project and measure-level costs within its Budget as outlined in the Budgets by Agency table below. Agency shall manage to the Single Family and Multi-Family Incentive budgets, respectively. Agency shall not shift spending of funds between the Single Family and Multi-Family categories.

Agency may submit a request for Multi-Family funding throughout the Program Term, which will be reviewed on a case-by-case basis to determine availability of Utility funding across the Program. Agency shall submit requests in writing to the Company contact, including preliminary project details (property type, number of units and property layout/configuration details, location, estimated material and labor budget, anticipated timeline and closeout schedule) to be considered in the evaluation of each project. Additional Multi-Family funding is subject to availability and not guaranteed, but Agency is encouraged to submit inquiries for consideration.

Agency may also submit a request for additional braided Single-Family funding throughout the year, under the condition that at least 50% of planned Single-Family production is complete.

Table - Budgets by Agency

Agency Name	Single Family (SF) Material and Labor	Single Family (SF) Incentive (Total)	Multi-Family (MF) Material and Labor	Multi-Family (MF) Incentive (Total)	Total 2024 Incentive Allocation (SF+MF)
Community and Economic Development Association of Cook County, Inc (CEDA)	\$1,102,497.85	\$1,600,000	\$689,061.15	\$1,000,000	\$2,600,000
Community Contacts, Inc.	\$390,947.11	\$567,362.00	\$0	\$0	\$567,362.00
DuPage County Human Services	\$375,309.56	\$544,668.00	\$297,674.42	\$432,000	\$976,668.00
McHenry County Housing Authority	\$520,241.17	\$755,000.00	\$0	\$0	\$755,000.00
Tazwood Community Services, Inc.	\$86,008.61	\$124,820.00	\$0	\$0	\$124,820.00
Tri-County Opportunities Council	\$125,103.19	\$181,556.00	\$0	\$0	\$181,556.00
Western Illinois Regional Council	\$59,259.26	\$86,000	\$0	\$0	\$86,000
Will County Center for Community Concerns	\$390,947.11	\$567,362.00	\$0	\$0	\$567,362.00
Remaining funding available for agencies with additional capacity	\$315,691.30	\$458,147.00	\$111,596.21	\$161,954.00	\$620,101.00
Total	\$3,366,005.16	\$4,884,915	\$1,098,331.78	\$1,593,954	\$6,478,869.00

AGENCY PARTICIPATION TARGETS

The 2024 Incentive Allocations correspond, by agency, to the following electric savings (kWh) and natural gas savings (therms). These initial targets are intended to provide Agency with a target of the associated savings for the incentive funds that the Utilities aim to achieve in 2024. The Utilities will calculate, per the Illinois Technical Reference Manual, measure-level savings on behalf of Agency. Actual Agency results may vary, and Company will continuously monitor Agency participation and provide recommendations, as appropriate, in support of achieving these targets.

As a reference, for Single-Family production, the following targets were used:

SINGLE FAMILY	kWh per project	Therms per project
Braided projects	3,606 kWh	636 Therms

Community Action Agency	Targeted kWh (Electric Savings)	Targeted Therms (Natural Gas Savings)
Community & Economic Development Association of Cook County	685,140	120,840
Community Contacts, Inc.	180,300	31,800
DuPage County Community Services	173,088	30,528
McHenry County Housing Authority	216,360	38,160
Tazwood Community Services, Inc.	21,636	6,996
Tri-County Opportunities Council	57,696	10,176
Western Illinois Regional Council	0	4,452
Will County Center for Community Concerns	180,300	31,800
TOTAL	1,514,520	274,752

MEASURE-LEVEL INCENTIVES

The Utility(ies), via Company, will fund Agency for 50% of the True Grant Expenditure incurred by the Agency for each qualifying measure in an eligible Braided Retrofit home, subject to Agency's compliance with Program requirements and this Agreement. Agency will allocate IHWAP grant funds and/or invoice the Office of Community Assistance (OCA), per existing IHWAP protocols, for the remainder of the true grant expenditure at the measure level. As of the initial distribution of this Agreement, Agency must adhere to the existing IHWAP per-home, per-measure and per-measure category maximums or spending limits established in the IHWAP Operations Manual, inclusive of Utility incentive funds.

MULTI-FAMILY PROJECT PROPOSAL

If Agency does not have a multi-family allocation noted above but Agency wishes to complete a multi-family project within the Program Term, Agency must provide details on the potential braided project including the property name, address, number of units, utilities, property management/ownership information, and an overview of savings opportunities, with custom measure savings informed by TREAT modeling. Company will then connect with stakeholders on if funding is possible during the Program Term and communicate to Agency. Company will then work to craft a project proposal using the information Agency inputs into Company's Data

Collection Tool (DCT) for prescriptive measures, as well as custom measure savings. Company will coordinate with Agency on a BPI certified Energy Advisor attending all proposed project assessments.

If Agency has a multi-family allocation listed above, they must propose the project by the end of August 2024, or Agency forfeits funding for the utility program year.

MULTI-FAMILY PROJECT SUPPORT

Agency may request support from Company in the assessment, scoping, and proposal of multi-family projects. Opportunities for support may include, but are not limited to:

1. **Connecting Agency to another agency or resource that may be able to support TREAT modeling when required by IHWAP.** Agency would likely incur expenses for these services, to be arranged directly with the agency or resource.
2. **Calculation of savings related to proposed measures.** Company will verify savings for proposed custom measures, confirming what can be claimed by the Utility(ies). Agency is required to submit a complete MF Application to facilitate this process, including data about existing and proposed savings and any initial savings calculations completed by Agency or contracted engineer.

Agency is encouraged to reach out to Company for any additional support that may be required, especially if the Agency is completing Multi-Family production for the first time under Program or under IHWAP.

RECONCILIATION PERIOD FUNDING

Utilities and Company may fund Agency for 50% of the True Grant Expenditure, as defined in Exhibit 1, for any qualifying projects installed on or after **January 1, 2024** but prior to the date this Agreement is executed. Company will coordinate with OCA and Agency to determine the necessary steps to complete this Reconciliation Period Funding process, which may include, but is not limited to, establishing processes for:

1. Capturing the required data from OCA and/or the Agency,
2. Validating eligibility of Agency-installed projects and measures,
3. Updating the IHWAP system and accounting information for the Utility-funded amount, and
4. Funding Agency directly for the eligible Incentives

AGENCY FORECASTS AND PRODUCTION COMMITMENTS

Agency agrees to spend 100% of its Budget outlined in this document, per the following guidelines:

1. Agency will develop a project pipeline schedule that reasonably achieves the monthly and quarterly commitments outlined in the Production Schedule below. Agency shall consider the customer intake, assessment, installation, and inspection volumes necessary to complete the targeted jobs within the schedule to ensure reasonable commitments are provided. Agency shall provide monthly forecasts based on Agency's ability to submit the full count of committed projects by the last project submittal date of the month. For example, Agency may commit two Braided Retrofits for the month of January 2024, which must be submitted no later than **January 19, 2024** to be considered against the committed forecast.
2. Activity will be monitored each month, including, but not limited to:
 - a. Comparing Agency actuals to the original forecast

- b. Company and Agency shall review all deviations (both overages and shortfalls) to the Production Schedule and determine whether further monthly or quarterly adjustments are needed to manage to the overall 2024 Allocation.
 - c. Agency shall provide monthly pipeline details, such as customer intake, assessment, installation and inspection targets, as requested by Company, to demonstrate the targets are reasonable and attainable.
 - d. Agency shall add projects to the Data Collection Tool after the project has been assessed, including customer / preliminary project information, estimated project cost, and estimated milestone dates (contractor assignment, installation, inspection, project submittal dates). Agency shall revise estimated milestone dates (contractor assignment, installation, inspection and project submittal dates) if the schedule changes and update the project with actual dates when the actual milestones occur.
3. Company and Agency will review actual activity from the prior months, in addition to the upcoming commitments, to determine any further adjustments that may be needed to ensure reasonable commitments are made for the remaining months within 2024.
4. Agency shall notify Company of any anticipated shortfall in production, whether monthly, quarterly or for the full 2024 period, as soon as a shortfall is identified.
 - a. Company shall inquire no less than monthly on Agency's pipeline schedule and confidence level in achieving the targets in the current Production Schedule.
5. Upon identifying a shortfall, Company and Agency will work together to identify any opportunity for making up the shortfall within the month, quarter or 2024.
 - a. In the event Company and Agency agree that the shortfall cannot be made up by Agency, Agency shall relinquish the funding to Company for reallocation to another Agency or effort that can spend the available funding.
 - b. In the event Company and Agency agree that the shortfall can be made up by Agency, Agency shall provide a revised Production Schedule for the remainder of 2024 which outlines monthly commitments for all remaining months. Agency shall additionally provide monthly pipeline details, such as customer intake, assessment, installation and inspection targets, as requested by Company, to demonstrate the targets are reasonable and attainable.

Agencies shall complete and provide the following Production Schedule to Resource Innovations upon submittal of the signed Addendum, outlining the initial plan for spending the Agency Allocation.

2024 AGENCY PRODUCTION SCHEDULE

The production schedule below outlines Agency's forecasted monthly production volumes. Agencies completed a first draft of this exercise in early November 2023. Please review the values below, indicating your 2024 production plans, which will be incorporated into Agency's final executed addendum. Agency may build upon and/or adjust the existing forecast formalized in this agreement.

Single Family	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Total
Braided Project Count	4	4	4	4	4	4	4	4	4	4	4	4	48

Multi Family	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Total
Braided Project Count	0	0	0	0	9	9	9	9	9	9	9	9	72

Exhibit 6 – Illinois Home Weatherization Assistance Program – Field Standards Manual

The current volume of the IHWAP Field Standards Manual, in effect at the time of the installation of the project, shall be used by Agency. At the time of this Agreement, the current volume is: PY2024 IHWAP Field Standards Manual.