

## Illinois Home Performance Contractor Participation Agreement

Home Performance with ENERGY STAR® is a national program run by the ENERGY STAR program and sponsored locally across the county. This program connects homeowners with qualified contractors and energy auditors who assess each home's 'performance' and perform renovations that result in energy savings and improved home comfort.

Illinois Home Performance (IHP or "the Program") is our state's local version of this national effort. IHP's dual objectives are to improve the comfort, safety, and energy efficiency of Illinois homes and to support local businesses that perform this renovation work. IHP has been designed as a statewide program and will roll out across Illinois incrementally.

The Program is made possible through a unique set of partnerships between the State of Illinois Department of Commerce and Economic Opportunity (DCEO), Midwest Energy Efficiency Alliance (MEEA), Ameren Illinois, ComEd, Peoples Gas and North Shore Gas, Nicor Gas, the Association of Illinois Electric Cooperatives (AIEC), and Energy Impact Illinois. These partnerships and the program's variety of funding sources set IHP apart from many other HPwES programs and will allow the program to succeed into the future.

DCEO is the statewide program sponsor and has selected MEEA to act on its behalf as IHP Statewide Coordinator. Illinois' investor-owned utilities will act as program providers, implementing the program locally within their service territories. Energy Impact Illinois has also partnered with the Program to deliver specific program services within Northern Illinois. A full list of partners and their roles is available at [www.IllinoisHomePerformance.org/Partners](http://www.IllinoisHomePerformance.org/Partners).

### Agreement Description

This Agreement is made with respect to the operation of the IHP program. It governs the terms of the relationship between the State of Illinois and companies delivering home energy assessments or upgrades through IHP (each such company, a "Participating Contractor"). As described above, IHP is part of a larger national program that is administered by U.S. EPA/DOE. The State of Illinois and U.S. EPA/DOE have signed a Partnership Agreement that defines the State's role as the program sponsor in Illinois. This Agreement is meant to ensure the national HPwES program requirements are followed as well as outline the responsibilities of both the State of Illinois and Participating Contractor.

While this Agreement provides the basis for participation in IHP, it is anticipated that IHP program providers may require supplemental agreements or additional requirements in order for contractors to access additional resources and opportunities which these groups will be developing over time. Such opportunities will be brought to the attention of each Participating Contractor.

### Section A: State of Illinois DCEO Commitments

As sponsor of the Illinois Home Performance program, State of Illinois DCEO will:

1. Acknowledge that Participating Contractor is qualified to offer home performance services aligned with the Illinois Home Performance program.
2. List Participating Contractor on the statewide program website ([www.IllinoisHomePerformance.org](http://www.IllinoisHomePerformance.org)) in a format that allows homeowners to identify nearby companies.
3. Promote IHP throughout Illinois, building demand for home energy assessments and upgrades.

### Questions?

Contact IHP at 1-866-395-1032x2 or [Contractors@IllinoisHomePerformance.org](mailto:Contractors@IllinoisHomePerformance.org)

4. Protect the confidentiality of Participating Contractors' business information; neither divulge information about a specific contractor's pricing nor share customer contact information (unless such disclosure is required by a court or other governmental authority).
5. Provide Participating Contractors with periodic "progress reports" detailing actions completed to date through the program such as number of assessments or jobs, attributable energy savings, QA results.
6. Send out a press release on behalf of each Participating Contractor who completes and reports 50 jobs through IHP, promoting the company's success in saving consumers money and improving the comfort of their homes. Historically, U.S. EPA/DOE has also recognized all contractors completing 100 jobs in a calendar year with a Century Club Contractor Plaque and recognition in *Home Energy Magazine*.
7. Recognize all active Participating Contractors at an annual awards reception.
8. Offer additional support services such as an equipment loan program and ongoing training aimed at assisting Participating Contractors to continually improve their home performance techniques.
9. Work with U.S. EPA/DOE to ensure IHP meets the national requirements of the ENERGY STAR program, which in turn allows each Participating Contractor access to the Home Performance with ENERGY STAR logo to show that they provide services that contribute to the integrated improvement of homes' systems as recommended by the ENERGY STAR Program. Once signing this Agreement, new contractors may enroll in the "My ENERGY STAR Account" (MESA), which allows access to HPwES marketing templates, logos, utility bill disaggregation tool, and other resources.

Additionally, IHP partner utilities and other program delivery partners will offer the following important services:

1. Quality assurance services in accordance with Program protocols; these activities assist Participating Contractors to improve their work quality and customer satisfaction levels.
2. Homeowner incentives such as rebates or financing aimed at driving demand for home energy assessments and upgrades. Many such resources will be available exclusively through IHP Participating Contractors.
3. Localized program marketing, implementation, and administration including report and rebate processing.

## **Section B: Participating Contractor Commitments**

By executing this Agreement, Participating Contractor agrees to play an active role in Home Performance with ENERGY STAR by providing high-quality building performance services to its customers. As a condition of participating in the Program and accessing Program benefits, Participating Contractor agrees to the following:

### **1) Qualification Requirements**

In order to enroll as a Participating Contractor in IHP and have access to the services outlined in Section A above, a contractor or energy auditor company must complete the following steps:

1. Sign this form, which signifies commitment to follow Program participation requirements;
2. Submit required documentation (see Section C); and
3. Participate in an Illinois Home Performance program orientation seminar.

DCEO/MEEA will review the submitted materials and determine, at their sole discretion, if the applicant meets the standards of the EI2 program. This Agreement will be binding and the applicant will be considered a Participating Contractor only following completion of the review and return of a signed agreement from DCEO/MEEA.

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## 2) Participation Requirements

In order to remain in IHP, Participating Contractor must commit to the following actions:

1. Complete at least one Illinois Home Performance assessment and/or upgrade each quarter.
2. Follow Building Performance Institute (BPI) standards for all jobs completed under the Program.
3. Conduct all work in a professional and ethical manner.
4. Report each IHP job following the Program’s reporting requirements (in most instances reporting will occur directly with the local program provider).
5. Participate in the Program’s quality assurance field inspection program, as outlined below:
  - a. IHP representatives will inspect a tiered percentage of all reported IHP jobs:

QA Tier	IHP Job Number	Inspection Rate
Tier One	First 3 - 5 jobs	100%
Tier Two	4 of the next 20 jobs	20%
Tier Three	All following jobs	5%

- b. Participating Contractors will progress through the tier system as they successfully demonstrate work has been completed as reported and according to BPI standards.
  - c. Should QA inspections indicate repairs or corrections are required to bring such work up to Program standards; Contractor shall perform these at no additional cost to the customer.
6. Either individually or through partnerships with other Participating Contractors, provide customer with documentation outlining (a) home energy assessment results, (b) details of improvements, (c) test-out performance results.
7. Provide customer with a written warranty of labor and materials for a minimum of 1 year from the date the service is performed. Equipment installed shall carry the manufacturer’s warranty.
8. Participating Contractors who anticipate providing home energy assessment services shall:
  - a. Use Program-approved energy modeling software to include an energy savings projection in the assessment report.
  - b. Possess all diagnostic equipment required to complete a diagnostic energy audit following BPI standards and have the ability to deploy it at each participating business location.
9. Properly represent the relationship of the Contractor to the State of Illinois, DCEO, MEEA, Energy Impact Illinois, partner utilities and their implementing contractors (collectively called “Program Partners”), as such: The contractor is an independent contractor and a qualified participant in Illinois Home Performance. Participating Contractors shall not represent themselves as working for, or certified by any Program Partner. Neither the Participating Contractor, its subcontractors, nor any Participating Contractor personnel is an agent of Program Partners and no such party or person has any authority to represent Program Partners as to any matters.
10. If a Participating Contractor becomes involved in a dispute with a customer over business practices, the Contractor shall be responsible for settling the dispute. Participating Contractor shall hold the State of Illinois and all Program Partners harmless from any suit arising from work in the Program.
11. Understand that participation in the Program does not constitute an endorsement of any kind on the part of the Program Partners. Participating Contractor shall not state or imply any such endorsement, either directly or indirectly.
12. Without written permission, Participating Contractor shall not employ as a subcontractor any firm that has been suspended or terminated from the Home Performance with ENERGY STAR program. The Program shall provide a list of these firms upon request.
13. Comply with ENERGY STAR Identity Guidelines (available at [energystar.gov](http://energystar.gov)) in use of Home Performance with ENERGY STAR (HPwES) and ENERGY STAR marketing graphics, marks, and name. The Contractor is responsible for adhering to these guidelines and ensuring that its authorized representatives, such as advertising agencies, are also in compliance. DCEO will actively pursue

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- resolution of noncompliance related to the use of the ENERGY STAR marks. The HPwES marketing graphic must be used to promote a comprehensive, whole-house process for improving the energy efficiency of homes to prevent pollution, protect the environment, and save money on energy bills.
14. Program Partners reserve all ownership rights in their logos and trademarks. Participating Contractor may not use DCEO or MEEA logos unless approved through other means (e.g. a Participating Contractor who is also a MEEA member may use the MEEA logo). Except as expressly provided in this Agreement, partner utilities do not transfer or license any trademark or other intellectual property rights to Participating Contractor. Contractors may, however, use logos and other materials as approved by the national Home Performance with ENERGY STAR program offered by US EPA/DOE. Participating Contractor should ask DCEO for guidance prior to development and deployment of marketing and communications materials if there is any uncertainty over compliance.
  15. Notify the Program of a change in the designated responsible party, contacts, or BPI certified individuals for this Agreement within 30 days.
  16. Comply with the IHP Disciplinary Action protocols outlined in Section D.
  17. Communicate openly with IHP staff to seek assistance as needed in technical or administrative areas pertaining to the Program and provide feedback to the Program on issues pertaining to program design or administration, or the Participating Contractor's experiences with home performance contracting in general. Program staff may be reached at 1-866-395-1032 or [Contractors@illinoishomeperformance.org](mailto:Contractors@illinoishomeperformance.org).
  18. Tax Liability: Program incentives are taxable as gross income. Program Partners are not responsible for any taxes that may be imposed on Participating Contractor's business as a result of receiving incentives through this program.
  19. Liability Limitation: In no event shall Program Partners have any liability for claims of any kind, whether based on contract, tort (including negligence and strict liability), or otherwise, for any loss or damage sustained or incurred by any third party relating to this Agreement or the performance of services or participation by the Participating Contractor in the IHP program. Participating Contractor hereby releases and discharges Program Partners from all liability for such claims. Participating Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Program Partners and their respective affiliates, officers, directors, agents, employees and representatives from and against any and all losses, claims, damages, expenses (including attorney's fees and costs) and liabilities arising out of or based upon property damage or bodily injury to any person caused by or related to the performance of the services or participation by Participating Contractor IHP.
  20. Comply with program boundaries: IHP has been designed as a statewide program but will launch incrementally across Illinois as program providers become active. Participating Contractor may only provide IHP work in areas where there is a supported QA infrastructure, i.e. where there is a local program provider. Participating Contractors must comply with any additional provider-specific guidelines. Participating Contractors may represent themselves as qualified participants in IHP immediately upon acceptance into the program, but may only offer IHP-qualified work through active program providers. MEEA will notify each Participating Contractor as the program expands to cover additional locations.
  21. Data and Information Sharing: Participating Contractor agrees that MEEA and DCEO may share with IHP program providers information related to the performance of this agreement including but not limited to the results of QA inspections, disciplinary actions administered by the IHP program, and Participating Contractor information obtained through the IHP enrollment process in order to streamline program administration.

### Section C: Required Documentation

The following documents must be submitted as one packet to [Contractors@illinoishomeperformance.org](mailto:Contractors@illinoishomeperformance.org). If assistance is required, contact IHP representatives at 1-866-395-1032.

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1. **Signed Contractor Participation Agreement form.**
2. **Proof of BPI Building Analyst and BPI Envelope certifications** for each individual employed by the Participating Contractor who will be:
  - a. Performing IHP home energy assessments (energy audits) and/or
  - b. Acting as the lead contractor on the team performing home energy upgrades (retrofits) through the Program
3. **Copy of Illinois Good Standing Certificate** (Illinois Certificate of Existence), issued by the Illinois Secretary of State.
4. **Proof of General Liability Insurance** for at least \$1,000,000 for bodily injury including death and property damage.
5. **Proof of Workers Compensation Insurance** for at least \$500,000 (not required if self-employed).
  - a. NOTE: Both insurances must list the Program as a record-holder, at the following address:  
Illinois Home Performance c/o MEEA  
20 N Wacker Dr, Suite 1301  
Chicago, IL 60606
6. **Copy of a valid business license** from any Illinois municipality.
7. **Documentation of company's experience performing either home energy assessments (audits) or home energy upgrades (retrofits)**, as specified below:
  - a. Companies who perform assessments, not upgrades, must provide three actual home energy assessment homeowner reports;
  - b. Companies who perform upgrades, not assessments, must provide three actual home energy upgrade homeowner work orders;
  - c. Single-service home performance companies must provide both.
8. **Any three of the following:**
  - a. A satisfactory banking reference in the form of a letter from your primary bank, signed and dated within one year;
  - b. Two satisfactory professional/trade references in the form of letters from suppliers of materials, tools, or credit, signed and dated within one year;
  - c. Confirmation that the firm has been in the same business for at least three years;
  - d. A Better Business Bureau rating above C+; or
  - e. Confirmation that the principals have a net worth of at least \$50,000, verified by an audited financial statement or the last two year's tax returns.
9. **Three satisfactory customer contacts (name, phone number, email, and address) to serve as references for work performed in the last year.**

#### Questions?

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## **Section D: Disciplinary Action Protocols**

Customer disputes must be resolved by the contractor in question within five (5) business days of their notification of the complaint. A dispute is defined as a formally lodged concern raised by an IHP customer, whether in writing or by phone, an unresolved deficiency identified during a quality assurance visit, or a pattern of deficiencies identified during quality assurance visits. In each instance, these issues shall be documented in writing by Program Partners staff. Disciplinary actions will result when contractors or consultants fail to carry out the requirements set by the IHP Contractor Participation Agreement. These include deviating from the scope of work, failing to properly use and endorse the HPwES logo and product, and inaccuracies related to the home energy assessment report.

### **1) Probationary Period**

When discrepancies occur, Participating Contractors will be placed on probation. The contractor must contact their local IHP Quality Assurance professional to discuss the issues leading to probation. These discussions will cover why the problems occurred, corrective action, and any contractor issues with the program. During the probationary period, the next 3-5 jobs completed by the contractor will be inspected by the IHP QA professional to ensure issues are being resolved. Inspections will follow the same procedures as a standard QA on-site inspection; results will be documented and passed along to Statewide Coordinator.

### **2) Suspension**

If a contractor continues to demonstrate problems and no corrective action is taken, the local program provider, with approval from the Statewide Coordinator, has the right to suspend the contractor from the program. Once placed on suspension, contractors will not be allowed to participate in the program. The program provider will develop an action plan necessary to improve contractor performance. This might include, and is not limited to: training seminars, field training, and/or classroom sessions. Execution of these steps will be funded by the contractor, not the Program.

NOTE: While suspended from the program, contractor loses program leads, the ability to offer incentives to customers, and ability to use the HPwES logo.

### **3) Termination from Program**

Contractors will be terminated from the program if discrepancies continue and no corrective action is undertaken by contractor. Termination from the program requires that the contractor must discontinue the use of the HPwES logo and association with any outreach literature or advertising material of any kind. The Statewide Coordinator has the sole right to terminate contractors from the program with recommendation from Program Partners. Removal from the program results in exclusion from current program and future HPwES programs.

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**Participating Contractor Company Information**

Business Name:		Contact Person's Name (for addressing agreement issues with DCEO/MEEA):
Business Street Address:		Contact Person's E-mail:
		Customer Contact E-mail (will receive customer referrals from website):
City / State / Zip:		Indicate Areas of Illinois Covered: <input type="checkbox"/> City of Chicago <input type="checkbox"/> North/Northwest Chicago suburbs <input type="checkbox"/> Western Chicago suburbs <input type="checkbox"/> Southern Chicago suburbs <input type="checkbox"/> Rockford/Northwest Illinois <input type="checkbox"/> Quad Cities <input type="checkbox"/> Peoria/Bloomington/North-Central Illinois <input type="checkbox"/> Springfield/South-Central Illinois <input type="checkbox"/> St Louis Metro/Southern Illinois
Phone:	Fax:	
Business Website:		
Services performed: Home energy assessments (audits) Y / N Home energy upgrades (retrofits) Y / N		

**Contractor Participation Agreement Signature**

I have read, understand, and agree to comply with all participation commitments described in the Illinois Home Performance Contractor Participation Agreement, including all supporting policies described or referenced therein.

The term of this agreement shall be one year from the date of this agreement and shall renew automatically for subsequent one year periods, unless either party notifies the other, in writing, of its desire not to renew this agreement at least 60 days prior to the end of the term or renewal term thereof.

I certify, under the penalties of law, that the statements made in this Agreement have been examined by me. I understand that by signing this Agreement, I consent to any other inquiry to verify or confirm the information I have given.

I understand the State of Illinois DCEO reserves the right to modify, at any time during this Agreement term, the provisions of this Agreement. All Participating Contractors will be promptly notified of any and all relevant changes to the program as a whole or the Agreement.

I understand this Agreement is completely voluntary and can be terminated at any time for any reason or for no reason by either the State of Illinois or the Participating Contractor upon written notice to the other party.

Contractor or Auditor Company

Signature \_\_\_\_\_ Date \_\_\_\_\_

State of Illinois Department of Commerce and Economic Opportunity (DCEO)

Signature \_\_\_\_\_ Date \_\_\_\_\_

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## Appendix: Definitions

- a. U.S. EPA and U.S. DOE refer to the United States Environmental Protection Agency and United States Department of Energy.
- b. Home Performance with ENERGY STAR (HPwES) refers to the program, administered by U.S. EPA/DOE and implemented locally across the U.S., designed to improve energy efficiency of existing homes with a whole-house approach that helps to increase comfort and indoor air quality and protect the environment.
- c. Illinois Home Performance (IHP or “the Program”) refers to Illinois’ version of the Home Performance with ENERGY STAR program. See [www.IllinoisHomePerformance.org](http://www.IllinoisHomePerformance.org).
- d. Participating Contractor is a company qualified to participate in IHP and carry out home energy assessments and/or upgrades. Participating Contractors must complete all necessary requirements outlined in this Agreement.
- e. Auditor refers to a subset of Participating Contractors who are qualified to perform home energy assessments (also known as home energy audits or HEAs) through IHP. Auditors, like all Participating Contractors, must complete all necessary requirements outlined in this Agreement. NOTE: IHP embraces a market-driven, inclusive contractor delivery model allowing all three types of home retrofit companies to participate: energy auditors, home improvement contractors, and single source companies that offer both services.
- f. BPI refers to the Building Performance Institute, a leading developer of residential energy efficiency technical standards and certifications. See [www.bpi.org](http://www.bpi.org).
- g. MEEA (Midwest Energy Efficiency Alliance) is a regional nonprofit based in Chicago. MEEA has been chosen by DCEO to act on its behalf as IHP Statewide Coordinator and as such is responsible for statewide actions in the following areas: program administration, liaison with U.S. EPA/DOE, coordination of program providers, marketing and outreach to homeowners and contractors, and development of trainings and other contractor support services. See [www.mwalliance.org](http://www.mwalliance.org).
- h. Program provider refers to the entities selected by the program that implement IHP locally. These groups market the program, accept and review Participating Contractor job reports, issue homeowner rebates, and perform quality assurance inspections on homes that go through the program within their local geographic area or service territory. Program providers include Ameren Illinois, ComEd, Peoples Gas and North Shore Gas, Nicor Gas, and Energy Impact Illinois. See [www.IllinoisHomePerformance.org/Partners](http://www.IllinoisHomePerformance.org/Partners) for a complete listing.
- i. Home energy assessment is an energy, comfort, and safety audit of a home performed by a Participating Contractor. The HEA examines the home for opportunities to increase the energy performance from a whole-home perspective. It culminates in a report, left behind for the customer and submitted to the program, which details the home’s current state, lists a proposed set of actions to improve the home, and projects energy savings if these actions were implemented. In IHP, assessments must be completed following BPI standards.
- j. Home energy upgrades are improvements to the home that follow from findings of the home energy assessment. In IHP, upgrades must be completed following BPI standards and local codes.
- k. Energy Impact Illinois is a program of the Chicago Metropolitan Agency for Planning in partnership with the Cities of Chicago and Rockford, and other regional stakeholders to create a vibrant retrofit marketplace in the seven county metropolitan Chicago area and the City of Rockford, implemented on CMAP’s behalf by CNT Energy.

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