

**HOUSEWARMING PROGRAM YEAR 2019 -2020
AGENCY CONTRACT**

This Agreement is made and entered into on this ____ day of _____ 2019, by CHN Housing Partners Inc., hereinafter referred to as the "CHN" and _____ herein after referred to as the "Agent".

This Agreement will become effective on () and will end no later than (6/30/2020).

WHEREAS, CHN has been named as the central administrator of the Dominion Energy Ohio Housewarming Program to provide safety and weatherization services to qualifying Dominion Energy Ohio customers; and

WHEREAS, CHN has the need to implement this program through Dominion Energy Ohio territory by cooperation and assistance of neighborhood non-profit organizations; and

WHEREAS, the Agent has the capacity and desire to assist in the implementation and performance of the Housewarming Program.

NOW, THEREFORE, in consideration of the mutual promises set forth below, CHN and the Agent do hereby mutually agree as follows:

I. SCOPE OF SERVICES OF AGENT

A. The Agent shall be responsible for hiring, supervising and managing personnel who will identify or locate units for safety and energy conservation services, estimate, inspect and supervise the installation of appropriate safety and weatherization measures under this Agreement and propose the hiring of contractors or subcontractors for the performance of program work. The agent shall only utilize the services of inspectors, contractors or subcontractors who have been approved by CHN. Agent shall submit a list of approved inspectors, contractors or subcontractors to CHN on a yearly basis. CHN must be notified of any changes (updated certifications or personnel) as they occur.

Per Dominion Contract, Agent must have all employees working under terms of this contract appropriately screened for hire, including the successful passing of a criminal background check and drug screen. Agent shall provide CHN with a copy of its criminal background check and drug screen policy.

No contractors shall be excluded from participation in the Housewarming Program on the grounds of race, sex, handicap, religion, age, or native language.

Agents shall provide work opportunity to any CHN approved contractor who agrees to meet the job time performance and job cost requirements as set forth by the Agent. The Agent will implement a contractor rotation system that considers factors such as capacity and diversity. CHN will administer a quarterly evaluation of Agent's rotation system.

It is a goal of the Housewarming Program to target a minimum of 25% of all contractor payments to minority and/or female owned businesses, veteran owned or HUBZone owned business. CHN retains the right to set individual Agent goals during the course of the program if the Agent's performance in this area inhibits CHN's ability to meet the overall goal.

B. The Agent shall assure that all energy conservation work performed under this Agreement meets the quality specifications set forth by CHN and local construction code and building industry standards; and that such work

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shall qualify for reimbursement under the terms of the Agreement entered between CHN and Dominion Energy Ohio Gas, and under the terms of the Housewarming Program policies.

C. The Agent shall provide the following specified services:

1. To ensure the Housewarming program is administered to Income-Eligible Dominion Customers and categorically eligible Dominion customers (*Any person who is qualified and approved for Home Energy Assistance Program ("HEAP") benefits, the Percentage of Income Payment Plan ("PIPP") Plus, Ohio Home Weatherization Assistance Program ("HWAP") participation or has an income of up to 200% of the federal poverty guidelines as determined by the rules governing eligibility under HWAP;*) and who resides in an Eligible Residence (*Any dwelling, house, or apartment, that does not exceed four (4) units, which is served by Dominion Energy Ohio, has natural gas as the Primary Heat Source, is individually metered, and has not had Weatherization Assistance for the same deficiency in the past five years.*)
2. Provide proper client education including pamphlets and documentation to verify education..
3. Receive and review completed applications, report the initial inspection and data collection form and upload to CHN IT system, maintain job file on each client served to include: application proof and verification of income, or verification of qualifying status (as mentioned in I.C.1); owner's permission to install weatherization, and specifications of work to be done. These files shall be maintained and available for inspection by CHN and/or DEO.
4. Inspect and check the home for the installation of appropriate program services.

Note: All homes shall receive a safety inspection, customer education, weatherization and safety plan, including actions the customer may take at little or no cost: along with combustion testing of the furnace and hot water tank and installation of a UL approved carbon monoxide detector.

Unless otherwise specified by CHN, all agencies using Housewarming funds **must enter all customer information into the data management system provided by CHN.** Any customer not entered into the data management system will be considered ineligible and CHN/Housewarming will **not** assume responsibility for any work or reimbursements.

5. Leverage - under specifics of this program year it will be required that agencies leverage funds with other available funding. CHN requires all Agency Partners leverage all of Dominion Customer jobs with the Home Weatherization Assistance Program (HWAP) that are eligible and any other programs provided via the Agency that can be used as leveraged funds (ex: HWAP, EPP, CEI, CPP, WATER, AEP or any other Utility funding).

Note: Per DEO requirement as stated in Program Manual 3.5.4.2: Where applicable, the Provider shall ensure that a copy of the completed HWAP Building Weatherization Report (BWR), or its equivalent when work is performed by another program, is kept in the customer file maintained by the Provider

6. Agent must cross check all applications to ensure that previously serviced customers do not receive Housewarming services unless:
 - a. The client has moved to a different address since previous Housewarming services
 - b. The client has not received the same measure in the last five years.

Agency staff must report an estimated leveraged dollar amount before Housewarming weatherization work begins. Agencies will be required on a quarterly basis to report on actual leveraged dollars and provide copies of Building Weatherization Reports for completed HWAP-Housewarming collaboration jobs.

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- D. The Agent will maintain an authorized representative to attend all meetings called by CHN.
- E. The Agent is required to submit and upload all supporting documents to CHN on a daily basis.
See attached workflow sheet.
- F. Agent shall provide the homeowner/occupant with information on no-cost or low-cost energy conservation measures and safety issues which that party can adopt as well as information developed by CHN suggesting changes in lifestyle and energy uses to encourage and further the conservation of natural gas, electricity and water resources.
- G. Agent shall obtain a signature from the owner/occupant to verify work as completed met with his or her satisfaction.
- H. Agent shall identify their methodology of contractor rotation and provide a copy upon request by CHN.

II. RESPONSIBILITY OF CHN

All major steps in the project management process will be verified and validated by CHN, from client eligibility (through OCEAN) to work order approval and final billing as described below:

- A. CHN will have centralized job approval by CHN staff, with regard to applicant eligibility and work orders, prior to start of weatherization work.
- B. Centralized project management oversight by CHN to expedite weatherization work in progress and ensure timely service.
- C. Increased internal program reporting and transparency to DEO throughout the process of weatherization work.
- D. Increased focus on leveraging low-income programs, especially HWAP, to service more clients
- E. CHN will be responsible for the review of income eligibility and ultimate approval of applicant eligibility and authorization of weatherization measures by the Agency partner's associated subcontractor. No job will be paid without CHN approval. All invoices from subcontractors will be released directly to CHN, entered into the central database, and released to the inspector electronically before the final inspections can proceed.
- F. CHN shall pay agencies for completed units. This payment scheduled to be made within 60 days of the submission of job closeout.
- G. CHN shall pay Agent in accordance with the following Inspection fee:

Description	Unit	Price per Unit Years 1-3
Initial Inspection	EA	\$115.00
One Final Inspection	EA	\$285.00

Initial inspection includes: gas leak inspection, metering safety inspection, CO testing/install, central heating appliance inspection, water heater inspection, natural gas cook stove/oven inspection, energy efficiency (weatherization) inspection in accordance with WPS and client education.

Final inspection includes: material audit, final blower door test, final draft test on all vented gas

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appliances (pursuant to specifications listed in WPS) and any additional education to client on installed devices. Should the heating work be in collaboration with HWAP services, then only a heating final inspection will be required.

- H. CHN will also pay contractor or sub-contractor invoiced amount, directly to the contractor, providing it does not violate guidelines set forth in Housewarming Program policies, Procedures and Operations Manual.
- I. CHN will supply software and necessary forms (HWAP data collection form will be accepted for collaboration jobs, a separate data collection form will not be necessary).
- J. CHN will provide technical assistance to Agent and monitor the quality of Agent's work and records to assure compliance to program policies.
- K. CHN will hold Agent responsible for appropriate training and equipment for testing of Agent's personnel for inspecting weatherization work, estimating, and/ other energy conservation.
- L. CHN shall be responsible for all reporting and accounting of funds to the Dominion Energy Ohio Gas to be performed in a timely manner in accordance with the agreement, which governs this project.
- M. CHN will conduct quality control monitoring visits including inspection of Agent's file and sites of completed and in progress jobs (up to 20% of jobs). In the event that upon such visit CHN is not satisfied with compliance with all applicable work specifications and standards, CHN may require that the Agent's contractor remedy and complete such work in accordance such standards without added compensation; and if it is deemed by CHN that such remedial work by Agent's contractor is not feasible, CHN may secure performance of such remedial work by another contractor and charge Agent for any additional cost of the properly completed job and/or may withhold payment requested for the Agent's contractor for that job. If during a monitoring visit, CHN discovers a serious Health and Safety issue then CHN reserves the right to take immediate action to remedy such violation. CHN Housing Partners may exercise its sole discretion in determining which violations are serious health and safety issues. Any finding, of any type, during a monitoring visit may subject the agent and/or other responsible parties to penalties as laid out in Section IV below or Exhibit I, up to and including nonpayment of invoices or termination of the contract.
- N. CHN will track production and funding and provide a report to each Agency Partner individually on a monthly basis.

III. PUBLICITY AND PUBLICATION

The Agent shall not publish results of its function or participation in this program without the prior review of and approval by CHN. With approval, such publication shall acknowledge that the program is supported by "Dominion Energy Ohio". Any marketing or publicity regarding the Housewarming Program using a Dominion Energy Ohio or CHN logo must receive prior approval from CHN.

IV. PERFORMANCE AND QUALITY CONTROL STANDARDS

The Agent shall complete its funding allocation by May 30TH 2020 and submit all completed finals by 6/15/2020. Agent's failure to meet production goals, which have been mutually agreed upon by CHN and the Agent, will result in the loss of funding for the units as outlined in the Housewarming Program Policies.

The Agent shall adhere to the Housewarming recommendations in determining priorities for selected energy conservation measures.

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The Agent shall adhere to the minimum criteria and qualifications established by CHN for the hiring of contractors and subcontractors as well as the standards for specifications, materials and work performance established by CHN. CHN may withhold payment for lack of compliance as provided for in Section II (G.) above.

In the event that the Agent approves completed work that does not qualify for reimbursement by Dominion Energy Ohio, Agent shall bear any responsibility for payment of materials or contractor labor, without any liability for payment by CHN including inspection fee. In such event, CHN may terminate this contract in accordance with Section V.

Agent shall also take all measures to prevent the filing of all Liens upon title to the premises where energy conservation weatherization services are performed and shall be solely responsible for any claims of liability by the owners if such lien is filed.

Agent shall take all reasonable steps to avoid any appearance of or action of fraud, misrepresentation or conflict of interest. Commission of acts of fraud, misrepresentation or conflict of interest are, at the sole discretion of CHN, cause for immediate termination of this contract. It shall be the duty of Agent to report such appearance or acts to the CHN Weatherization office immediately.

V. TERMINATION

A. CHN may, giving reasonable written notice specifying the effective date, terminate this agreement in whole or part, or take whatever steps necessary to remedy any violation of this agreement. Causes shall include but are not limited to:

1. Cancellation or suspension of CHN's agreement with Dominion Energy Ohio Gas.
2. Failure of the Agent to fulfill its obligation in a proper manner under this agreement, including but not limited to failing to comply with monitoring report recommendations in a timely manner. (Within 24-48 hours for safety related recommendations, within 10 business days for other recommendations).
3. Failure to meet quality control standards set forth in section- A Quality Control of Housewarming Program standards.
4. Failure to utilize software provided for Housewarming Program.

VI. WORKER'S COMPENSATION

A. Agent shall obtain Workers Compensation coverage for all of its employees, and Agent shall transmit evidence-showing compliance with sign agreement.

B. Agent shall verify and document that all of its contractors or sub-contractors possess Worker's Compensation coverage. Certification shall be kept on file and supplied to Agent upon request.

VII. INSURANCE

The Agent shall maintain such insurance or self-insurance, in the case of a unit of local government" from claims from damage to property, which may arise both out of and during operations under this agreement.

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[Signature]
By: (Signature)

Monica S. Marallo
CHN Housing Partners, Inc.

Date: 7 124 19

Date: 7 124 19

Housewarming agreement -ATTACHMENT -A

CHN has implemented the use of a new web application to assist with the management of data in the Housewarming Program. The administrative version of the product is called the CHN/DOM/ Salesforce Housewarming Information System. In order to participate in the Housewarming Program, each agency signing an agreement with CHN must utilize this software.

CHN will provide training and technical assistance to all participating Housewarming delegate agencies as well as access to the software.

Jobs that are not entered into the Housewarming Information System will not be approved for payment.

All data and intellectual property gathered under your agreement with CHN belongs solely to the CHN Housing Partners and any unauthorized use or tampering with the product will be subject to possible legal action. As a condition of your use of the Housewarming Information System web application, you will be required to sign and return the enclosed license agreement.

Signee is subject to any future adjustments or modifications of this product.

Signing of this agreement constitutes the complete understanding of all parties hereto pursuant to the terms and conditions therein.

Signature _____ Date: _____
Agency Director or Authorized Representative

Printed Name: _____

Agency Accountability

- No jobs will go beyond 60 days from the date that an Inspector is assigned. If a job is still open on day 61, it will be closed administratively with no final fee to agency.
- Inspection fees include bi-weekly status updates for jobs in progress to be sent to CHN Housewarming

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Public liability insurance protecting the CHN and Agent shall be obtained by each of the Agent's weatherization or heating contractors for not less than \$1,000,000 liability on account of each occurrence for injury to person and not less than \$1,000,000 per occurrence for damage to property. Each contractor shall name CHN and Dominion Energy Ohio as a certificate holder and additional insured on such liability policy. Agent shall obtain a Certificate of Insurance from each weatherization or heating contractor before contractor commences work and Agent shall keep the Certificate of Insurance in its files. CHN will need copies of all before payment to any contractor is approved.

Agent shall also obtain \$1,000,000 occurrence worth of general liability insurance for itself and \$1,000,000 aggregate. A Certificate of Insurance for this general liability coverage shall be delivered to Agent within ten days after signing this Agreement, naming CHN and Dominion Energy Ohio as a certificate holder and named additional insured of such liability policy. A self-insured unit of local government may submit a written statement of self-insurance in place of a Certificate of Insurance. Any financial information requested by CHN or Dominion to evaluate the adequacy of the self-insurance will be provided to CHN promptly upon request."

Please refer to Exhibit I for more detail on Insurance.

VIII. TIME OF PERFORMANCE

This agreement shall be in effect from _____ to _____

XI. NO WAIVER

No act of forbearance or failure to insist on the prompt performance by the contractor of the provisions of this agreement, either expressed or implied, shall be construed as a waiver by CHN of any of its rights hereunder.

X. CONSTITUTION OF AGREEMENT

This agreement, along with the Attachments and Exhibits attached hereto, when signed by CHN and the Agent constitutes the full and complete understanding of all parties and may not be in any manner interpreted or fulfilled in contradiction of its expressed terms as provided herein.

In witness whereof, CHN and the Agent have executed this Agreement as of the specified date written above

"AGENT":

(Type Name and Address of Agent below)

"CHN"

CHN Housing Partners, Inc.
2999 Payne Avenue, Room 306
Cleveland OH 44110

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Project Manager and Assistant Project Manager.

- Interim inspections will be performed on an as needed basis to verify client concerns and/or complaint regarding work in progress and or completed improvements at no additional fee.
- Carbon monoxide and smoke alarms must be installed at the initial inspection unless existing ones are operational as a safety first measure. Proper documentation of carbon monoxide and smoke alarm installation, including pictures and client sign off form must be clearly uploaded on chndom/Salesforce for the service to be paid.
- Your contract will be terminated if it is discovered that no carbon monoxide detectors and smoke alarms were installed and (1) the client sign off form is signed; and/or (2) CHN Housing Partners is invoiced for work that was not performed.
- It is required that health and safety corrective action callbacks are repaired and verified within 24 to 48 hours of notification from Client, CHN Housing Partners quality control monitor, or 3rd party quality control monitors.
- If an inspector cannot complete the final inspection, CHN reserves the right to re-assign the final inspection to any available inspector to perform the final inspection.
- CHN reserves the right to amend this Agreement. Agency will receive notice prior to the effective date of the amendment.

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Housewarming Data Security Agreement

Security and confidentiality are matters of concern for all Inspectors, agencies, staff, inspectors, and contractors that handle information about Dominion Energy Ohio Gas Customer information including but not limited to: customer name, address, phone number, account numbers, income, household composition, social security numbers, home measurement and work related specifications.

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

1. You are given access to Housewarming information systems and client files only for the purposes of performing Housewarming jobs. You must not use, or permit any other person to use, any information in client files (paper or electronic) for any other purpose.
2. You must not seek to benefit personally, or permit others to benefit personally, from any confidential information to which you have access by virtue of your work assignment.
3. You must not disclose the contents of any record you may access through any Housewarming information system or in any client file to any person except as necessary for you to perform your work assignment in accordance with the policies of Housewarming and your agency.
4. You must not knowingly include or cause to be included in any record or report you create for Housewarming any false, inaccurate, or misleading entry.
5. You must not remove or cause to be removed any record, report or file from the location where it is kept except as necessary for you to perform your duties in accordance with the policies of Housewarming and your agency.
6. You must not disclose or share any security codes, *i.e.*, sign-ons, passwords, *etc.*, used to access any Housewarming information system or any client files maintained by your agency.
7. If you become aware of any violation of confidentiality rules, you must report the violation to CHN Housing Partners immediately.
8. You must not assist or act in cooperation with any other person to violate any part of these confidentiality rules.
9. Certain income and/or tax information to which you have access may be subject to protection by federal law. Internal Revenue code Sections 7213 and 7431 provide civil and criminal penalties for unauthorized inspection or disclosure. These penalties include a fine of up to \$5,000 and/or imprisonment of up to 5 years.
10. You must not create or modify your own benefit application or applications for household members, relatives, friends, neighbors, acquaintances, significant others, spouses and/or former spouses. You must give applications for anyone you know to a manager for processing.
11. You may not upload or transfer data to any third party tool (*i.e.* Google Drive, Dropbox, *etc.*) without written consent from Dominion Energy Ohio Gas Company or CHN Housing Partners management staff.
12. All laptops, mobile devices, and PCs that contain Housewarming data must remain password protected at all times.
13. Housewarming data stored on external media, removable media, magnetic media, laptops, and storage devices must be encrypted when not in use.
14. All electronic files containing customer data (*i.e.* Excel, Word) must be encrypted using password protection available in Office 2007 or later and if sent to a Housewarming staff member, sent in a separate email from the password.
15. PDFs stored on your machine or network must be uploaded to Housewarming within 1 business day and then deleted or encrypted for future access.
16. You certify to CHN Housing Partners that the email address below is your work account, and it is not shared or accessed by anyone except you.

Any violation of this policy may result in disciplinary action including immediate dismissal or other appropriate action.
I have read and understand this Data Security Agreement:

Signed _____ (Date) _____

Name (Print) _____ (Position Title) _____

Organization Name _____

Work Address (full address) _____

Phone Number _____ Ext _____

Work E-Mail _____

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REQUIREMENTS OF CONTRACTS:

I. INDEMNITY

To the extent allowed by law, each party (the "Indemnifying Party") agrees to indemnify, hold harmless and defend the other party, the other party's Affiliates (defined below), and each of their respective directors, officers, employees, contractors, and agents (each an "Indemnitee") from and against any and all claims, demands, costs, liabilities, lawsuits, or other proceedings brought or threatened by any third party, including an Indemnitee's and the Indemnifying Party's employees, contractors, and agents, (each a "Third Party Claim"), and to pay all of each Indemnitee's costs in connection with, arising from, or relating to, arising from, or relating to any Third Party Claim, including but not limited to, any judgment, amounts paid in settlement, fines, penalties, forfeitures, and expenses (including reasonable attorneys' fees through final appeal), whether at law, in equity, or administrative in nature, in any manner relating to this Agreement and arising out of, resulting from, or caused by: (a) personal injury or death; (b) property damage; or (c) violation of law. The Indemnifying Party will only be liable under this Indemnity Article for claims that arise in connection with the negligence, gross negligence, or willful misconduct of the Indemnifying Party's employees, the Indemnifying Party's contractors, and/or the Indemnifying Party's contractor's employees. The Indemnifying Party will not be liable under this Indemnity Section for any injuries, deaths, or damage to the extent that they are caused by an Indemnitee's negligence, gross negligence, or willful misconduct.

II. INSURANCE

- a. Coverage. Provider shall obtain and maintain, and require each Subcontractor to obtain and maintain, with responsible insurance carriers with a Best's Insurance Reports rate of "B+" or better and a financial size category of "IX" or higher, the following policies of insurance during the term of this Agreement:
- (i) Workers compensation as required by the statutory benefit laws of the state or states where the Services are to be performed (or any associated Materials and Equipment created) or as required by any other state where the employee performing the Services (or creating, assembling, delivering, or otherwise working on any associated Materials and Equipment) is normally employed;
 - (ii) CHN shall maintain employer's liability insurance with a total limit of at least two million dollars (\$2,000,000) per accident for bodily injury by accident and two million dollars (\$2,000,000) per employee for bodily injury by disease with its Subcontractors maintaining such insurance with a total limit of at least one million dollars (\$1,000,000);
 - (iii) CHN shall maintain automobile liability insurance covering bodily injury and property damage with a total limit of at least two million dollars (\$2,000,000) per accident, which will cover liability arising out of any auto (including owned, hired and non-owned autos) with its Subcontractors maintaining such insurance with a total limit of at least one million dollars (\$1,000,000); and
 - (iv) CHN shall maintain commercial general liability ("CGL") insurance with a total limit of at least two million dollars (\$2,000,000) per occurrence (occurrence form policy) for bodily injury, property damage and personal injury with its Subcontractors maintaining such insurance with a total limit of at least one million dollars (\$1,000,000). CGL insurance required by this Agreement shall include, but not be limited to, specific coverage for contractual liability encompassing the Indemnity Section of this Agreement; premises/operations liability; and products/completed operations liability. In addition, CGL insurance required by this Agreement shall contain no exclusions for explosion, collapse or underground hazards. Provider shall maintain the completed operations liability insurance for at least three (3) years following completion of the work.
- b. Umbrella Policy. The amount of coverage required may be satisfied, at Provider's option, through a separate excess umbrella liability policy together with lower limit primary underlying insurance.

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- c. Waiver. With the exception of the professional liability insurance, Provider waives and shall cause its insurers to waive all rights against DEO and its Affiliates, and their directors, officers and employees, whether in contract or tort (including negligence and strict liability) for recovery of damages to the extent these damages are covered by the insurance required in this Agreement. With the exception of the professional liability insurance, the insurance required in this Agreement will be amended to waive any rights by the insurer to subrogate against DEO, its Affiliates, and their directors, officers, and employees.
- d. Additional Insureds. Provider shall cause its insurers providing the coverage required in this Agreement, and shall require each Subcontractor to cause each of its insurers providing the coverage required by this Agreement, except for the insurers providing the workers compensation, employer's liability and professional liability insurance, to name DEO as an additional insured to the coverages required above as its interests attach with respect to liability arising out of the Work or Provider's performance of its obligations pursuant to this Agreement. The CGL, automobile liability, and if applicable, umbrella liability coverage required above will provide for claims by one insured against another such that, except for the limits of insurance, the insurance will apply separately to each insured against whom or which a claim is made or suit is brought.
- e. Primary Coverage. Provider and each Subcontractor shall ensure that the coverage required by this Agreement is primary with respect to any other similar insurance or self-insurance maintained by DEO.
- f. Cancellation of Coverage. The coverage required by this Agreement may not be canceled, non-renewed or materially changed without Provider giving thirty (30) days prior written notice to DEO.
- g. Certificates of Insurance. No later than thirty (30) days prior to site mobilization, Provider shall provide certificates of insurance to DEO from Provider's and each Subcontractor's insurers, certifying that Provider's and Subcontractor's insurance coverage is in the form and amount required by this Agreement. Failure of DEO to demand certificate of insurance or other evidence of full compliance with these insurance requirements or failure of DEO to identify a deficiency from evidence that is provided will not be construed as a waiver of Provider's obligation to maintain such insurance and will in no way relieve or limit Provider's obligations and liabilities under this or any other provisions of this Agreement.
- h. Substitute Coverage. If during the term of this Agreement Provider's or any Subcontractor's insurance coverage is materially changed or if it terminates, then DEO may procure, on Provider's or Subcontractor's behalf, insurance that meets the requirements of this Agreement. Any premiums or other costs or fees (including without limitation fees paid to any insurance broker or agent) incurred as a result of procuring substitute coverage may be charged to Provider.
- i. Insurance No Limit to Liability. Unless otherwise expressly stated, the parties agree that any requirement for insurance imposed upon Provider, Subcontractors or vendors by this Agreement is not intended nor shall it be construed as any limit of liability of Provider under this Agreement.

III. CONFIDENTIAL INFORMATION

- a. Confidential Information Defined. For purposes of this Agreement, the term "Confidential Information" means each party's proprietary and confidential information in any medium including, without limitation: (i) any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula, test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer and/or Participant information including but not limited to customers' names, addresses, account numbers and service prices, employee, investor, or business information, whether in oral, written, graphic, or electronic form; (ii) any document, diagram, photograph, drawing, computer program, or other communication that is either conspicuously marked "confidential" or the like or is known or reasonably should have been known by the other party to be confidential, or is of a proprietary nature, and is learned or disclosed in the course of discussions, studies, or other work undertaken between the parties during the administration of or in connection with the Housewarming Program; and (iii) any memoranda, notes, correspondence, facsimile transmissions, e-mail messages, recordings, and all other materials that contain, summarize, or describe any portion of that which is mentioned in items (i) or (ii) above that relate to the administration or in connection with the Housewarming Program. For purposes of this Agreement, the party disclosing Confidential

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Information is referred to as the "Disclosing Party" and the party receiving information from the Disclosing Party is referred to as the "Receiving Party."

- b. Limited Use. The parties acknowledge that access to each other's Confidential Information is only for purposes of performing their respective obligations under this Agreement ("Authorized Use") and that they shall maintain the Confidential Information in the strictest confidence. The Receiving Party shall not, without first obtaining the express prior written permission of the Disclosing Party, which consent may be
- c. withheld in the Disclosing Party's absolute and sole discretion: (i) directly or indirectly use the Disclosing Party's Confidential Information in its business; (ii) manufacture and/or sell any product that is based in whole or in part on the Disclosing Party's Confidential Information; (iii) copy or modify the Disclosing Party's Confidential Information, or any copy or portion of it; or (iv) disclose the Disclosing Party's Confidential Information to any third party or any employee of DEO and its Affiliates who is identified to Provider by DEO, except as permitted by this Agreement. The Receiving Party shall limit its disclosure of the Disclosing Party's Confidential Information to Receiving Party employees and subcontractors who perform services for the Receiving Party related to the Housewarming Program and who have a legitimate need to receive the Confidential Information in order to accomplish the Authorized Use and who have executed an agreement to be bound by the terms of this Confidential Information Section. Without limiting the foregoing, in performing the obligations described in this Confidential Information Section, the Receiving Party shall conduct itself, and shall cause its employees to conduct themselves, in accordance with the highest standards established by law with respect to the duties of a person in a position of trust with regard to the obligations described in this Confidential Information Section. Under no circumstances will Provider serve as a "conduit for the exchange of market information" between employees of DEO and its Affiliates in any manner that would violate the law or codes of conduct applying to DEO and its Affiliates.
- d. Proprietary Protection. The Disclosing Party will have sole and exclusive ownership of all right, title, and interest in and to its Confidential Information, including without limitation ownership of all copyrights and trade secrets pertaining to that Confidential Information, subject only to the rights and privileges expressly granted by the Disclosing Party to the Receiving Party.
- e. Consultants. Prior to disclosing the Disclosing Party's Confidential Information to a Subcontractor, consultant, or agent, the Receiving Party shall first obtain a written agreement from that Subcontractor, consultant, or agent to be bound by the terms of this Confidential Information Section.
- f. Return of Confidential Information. Upon termination of this Agreement, the Receiving Party shall: (i) deliver promptly to the Disclosing Party all of the Disclosing Party's Confidential Information in the Receiving Party's possession or under its control that is in tangible form; and (ii) permanently destroy (including deletion of permanent and temporary files, if any, stored on computers or other electronic devices) all of the Disclosing Party's Confidential Information in its possession that is in electronic or other intangible form. If requested by the Disclosing Party, the Receiving Party shall deliver a certificate certifying that it has satisfied the requirements of this Confidential Information Section. Notwithstanding the foregoing, to the extent it would be unreasonably costly or cumbersome, the Receiving Party shall not be required to delete intangible copies of Confidential Information that have been made as part of the Receiving Party's routine systems back-up procedures.
- g. Non-protected Information. Confidential Information does not include anything that:
 - (i) at the time it is disclosed to the Receiving Party, the information is already in the Receiving Party's possession or available to it or its employees from any other source having no obligation to the Disclosing Party;
 - (ii) is or becomes available to the public without breach of this Agreement by the Receiving Party, its Subcontractors, consultants, or agents or any of their respective employees; or
 - (iii) is at any time obtained by the Receiving Party from any person or entity having no obligation to or relationship with the Disclosing Party.
- h. Safeguards. The Receiving Party shall safeguard and maintain the confidentiality of any Confidential Information disclosed to it by the Disclosing Party in at least the same manner in which it protects its own confidential and proprietary information of like kind and sensitivity, but in no event with less than reasonable care. Unless otherwise expressly agreed upon in writing the Disclosing Party's Confidential

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Information shall not be hosted on data servers owned and controlled by anyone other than the Receiving Party. The Receiving Party shall assume full responsibility for breaches of this Agreement by any of its employees, Subcontractors, consultants, or agents or any of their respective employees. In the event of a breach, suspected breach or unauthorized release of the Disclosing Party's Confidential Information the Receiving Party shall provide immediate notice to the Disclosing Party which shall include sufficient detail regarding the incident or suspected incident to the reasonable satisfaction of the Disclosing Party. Upon the Disclosing Party's request at any time, the Receiving Party shall provide a list, including contact information, individuals and entities to whom or which the Receiving Party has granted access to the Disclosing Party's Confidential Information.

- i. Court-Ordered Disclosure. Notwithstanding the above restrictions, the Receiving Party may disclose the Disclosing Party's Confidential Information if that disclosure is pursuant to a valid order of a court or authorized agency of government, but the Receiving Party shall, to the extent permitted by law, give the Disclosing Party ten (10) days' prior notice so that the Disclosing Party may seek a protective order, if appropriate. If the Disclosing Party seeks a protective order, the Receiving Party shall cooperate, at the Disclosing Party's expense, in seeking the protective order.
- j. No Conveyance or License. Neither party intends by this Agreement to convey to the other party any right, title, interest, or copyright in any Confidential Information or any license to use, sell, exploit, copy, or further develop any Confidential Information, except in connection with this Agreement.
- k. Injunctive Relief. The parties hereby acknowledge that a Receiving Party's breach of the provisions of this Confidential Information Section will cause the irreparable damage to the Disclosing Party for which recovery of money damages would be an inadequate remedy. The non-breaching party will, therefore, be entitled to obtain timely injunctive relief to protect its rights under this Confidential Information Section in addition to any other remedies available to it at law or pursuant to this Agreement without the need to post a bond or other security.
- l. Ongoing Confidentiality Obligations. Unless terminated earlier by DEO by written notice to Provider, this Agreement shall be in force and effect upon execution and continuing for a period of three (3) year from the effective date hereof. Further, termination of this Agreement shall not relieve the Recipient of its ongoing confidentiality obligations hereunder which shall survive any termination hereof for a period of two (2) years.

IV. MISCELLANEOUS

- a. Governing Law; Jurisdiction. The parties intend that this Agreement be governed by Ohio law without giving effect to Ohio's choice of laws principles. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such courts, including that either is an inconvenient forum.
- b. Non-Waiver of Rights; Remedies Cumulative. The failure of either party to demand strict performance of the terms of or to exercise any right conferred by this Agreement is not intended by the parties to be construed as a waiver or relinquishment of its right to assert or rely upon any term or right in the future, or as a consent to any continuing or subsequent failure or breach. All remedies set forth in this Agreement are distinct, separate and cumulative, and are in addition to and not in lieu of any other rights and remedies given elsewhere in this Agreement or available at law or in equity.
- c. Severability. If any provision or any part or portion of any provision of this Agreement becomes or is declared to be unlawful, invalid, void, or otherwise unenforceable, the rights and obligations of the parties will be reduced only as much as is required to remove the unenforceability. The balance of this Agreement will remain in effect.
- d. Survival. Neither provision nor Acceptance of any Work, nor any termination, expiration, or cancellation of this Agreement, will be deemed to relieve either party of any obligations under it that by their nature survive termination, including but not limited to all warranties, guarantees, promises of indemnity, limitations of liability, and confidentiality obligations.

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- e. Headings. Section and Subsection headings are inserted for convenience and are not intended to have any effect on the interpretation or construction of this Agreement.
- f. Publicity. Without the prior written consent of the DEO, Provider shall make no public announcement or release any information concerning DEO, the Work, this Agreement or Provider's business relationship with DEO, to any member of the public, the press, any business entity or any governmental authority (except as required by applicable laws, rules, regulations, or ordinances). Without limiting the generality of the foregoing, Provider acknowledges and agrees that DEO shall have the right to control media access to DEO's premises and any responses to media inquiries regarding DEO or any emergency or other incident at DEO's premises, including without limitation, incidents involving personal injury, property damage or operational events.
- g. Independent Contractor. Provider's relationship to DEO is that of an independent contractor, and neither Provider nor any of its Subcontractors, nor any employees of Provider or its Subcontractors are employees of DEO. Provider assumes sole and complete responsibility for the employment, compensation, control, and conduct of its employees. This Agreement is not intended to create an agency relationship, partnership, or joint venture between the parties.
- h. Non-Collusion. Provider hereby affirms that neither it nor any person or entity acting or purporting to act on its behalf has entered into any combination, conspiracy, agreement, or other form of collusive arrangement with any person, corporation, partnership, or other entity, which directly or indirectly seeks to fix prices or to fix any overhead, profit or cost element of said Agreement, or of that of any subcontractor to secure any advantage against DEO or any person or persons interested in this Agreement. Further, Provider agrees that all statements contained in forthcoming invoices are true and accurate representations of work performed under this Agreement.
- i. Successors and Assigns. This Agreement will be binding on the parties and their directors, officers, agents, successors, and permitted assigns.
- j. Cooperation with Others. DEO reserves the right to require Provider to schedule the order of performance of its obligations under this Agreement in such a manner as will minimize interference with performance by other parties at the job site (to the extent applicable).
- k. Integration, Entirety, and Amendment. This Agreement, together with all attachments and incorporated references, is the entire agreement between the parties with respect to the Work and supersedes any prior or contemporaneous agreement or understanding between the parties regarding its subject matter. The parties will not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth or provided for in this Agreement. No prior course of dealing, usage of trade, or course of performance is intended by either party to be used to supplement or explain any term, condition, or instruction used in this Agreement or to effect any amendment to it. Dominion Energy Ohio reserves the right to amend the contract as needed to maintain compliance with rules of the Public Utilities Commission of Ohio and directives as agreed to by the Provider. No revision or amendment to this Agreement, unless necessary to maintain regulatory compliance, will be effective unless it is signed by the parties.
 - (l) Notices. Notices to the parties concerning this Agreement will be effective only if they are in writing and delivered personally, by email, certified mail, or by overnight courier, to the person and at the mailing address, email address or fax number designated below. Either party may change the person to receive notice or the applicable contact information by providing notice to the other. Properly delivered notices will be deemed to have been received (i) in the case of email, upon electronic confirmation of receipt; (ii) in the case of certified mail, return receipt requested, date of signed return receipt; (iii) if hand delivered, when received; or (iv) if mailed for overnight delivery, when delivered by the overnight delivery carrier.

V. WAIVER OF LIENS

- a. Waiver. Provider waives, and shall require each Subcontractor and Provider to waive, any and all liens and claims, and the right to file and enforce or otherwise assert any liens and claims, against DEO or DEO's property or facilities relating to any Work. Provider shall include and shall require each

EXHIBIT A

Subcontractor to include this lien waiver provision in all agreements with Subcontractors and suppliers. The foregoing provision shall not be deemed to prohibit Provider from asserting any claim against DEO to enforce its rights under this Agreement.

- b. Discharge. If any liens or claims relating to Weatherization Measures performed under this Agreement are filed or asserted against DEO or DEO's property or facilities related to performance under this Agreement by Provider and/or its Subcontractors, other than any claim by Provider to enforce its rights under this Agreement, Provider shall promptly discharge or resolve that lien or claim and shall notify DEO promptly when it has done so. If Provider does not cause such lien or claim to be discharged or resolved by payment or otherwise, or if Provider fails to provide a bond in lieu of release or discharge within thirty (30) days of the filing of the lien, then DEO will have the right, but will not be obligated, to pay all sums necessary to discharge any lien or resolve any claim and to deduct all amounts so paid, together with all of DEO's related expenses, including its reasonable attorneys' fees, from any amounts due Provider. If deducting those amounts does not fully compensate DEO for those payments and expenses, then Provider shall pay the same to DEO within thirty (30) days of receiving DEO's invoice.
- c. Payment of Labor, Supplies and Materials. Provider's failure to pay its Subcontractors or suppliers will not transfer any responsibility to DEO for paying any Subcontractors or suppliers. Provider shall, as often as requested by DEO, furnish an affidavit showing the names and addresses of all Subcontractors or suppliers who have furnished labor, supplies, or materials for the provision of the work, and the amount due or to become due to each of those Subcontractors or suppliers. Provider shall fully pay Subcontractors for Weatherization Services prior to requesting payment from DEO for the same, such that payments from DEO shall reimburse Provider for sums paid to Subcontractors.
- d. DEO Contact with Subcontractors. In the event that any Subcontractors contact DEO, DEO may, in its reasonable discretion, provide Subcontractor with information relating to the status of payment to Provider for provision of the Subcontractor's portion of the work.

VI. WARRANTIES

- a. Quality of Services. Provider represents and warrants that the work performed pursuant to this Agreement will: (i) be performed in a good and workmanlike manner in accordance with professional industry standards (with the level of skill, knowledge, and judgment required or reasonably expected of providers of comparable services); (ii) meet the terms of this Agreement; (iii) comply with the specifications; and (iv) be free from defects in workmanship and materials for one (1) year from the date of Final Inspection or such longer period as is set forth in the manufacturer's warranty or elsewhere in this Agreement. At the completion of each job, Provider shall cause its Subcontractor to comply with Warranty Policy (see Exhibit II "CHN Warranty Procedures") and provide a written warranty to the Customer in the form attached hereto as ("Customer Warranty Agreement").
- b. Warranty Claims. Provider shall manage all warranty claims in accordance with the Warranty Procedures set forth on Exhibit II attached hereto ("CHN Warranty Procedures"). In the event that any Weatherization Assistance provided hereunder are determined not to have met the requirements of the Warranty Document, Provider shall cause the Subcontractor to remedy the deficiency. CHN shall maintain a log of all warranty claims and their resolution, which shall be shared with DEO upon request. In the event any Customer shall report a warranty claim to DEO, DEO shall promptly refer the matter to CHN for resolution.
- c. Personnel. Provider represents and warrants that it shall employ, or obtain the services of, competent and qualified personnel to provide Weatherization Assistance pursuant to this Agreement. If requested in writing by DEO, Provider shall furnish DEO with evidence of the qualifications, education, and experience of its personnel. DEO may require Provider to remove any of Provider's or its Subcontractor's personnel from the work if, in the reasonable judgment of DEO, such failure to remove such personnel would lead to a breach of Provider's obligations under this Agreement. DEO's notice of removal of Provider or Subcontractor personnel shall include reasons for removal. Provider shall remove any of Provider's or its Subcontractor's personnel judged unsatisfactory by DEO and shall assign other qualified personnel at no cost to DEO. Provider shall provide to DEO written notice of any change of key personnel within five (5) business days of the change.

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VII. RECORDS AND AUDITING

a. Provider Database. Provider shall develop and maintain a database, which shall include a separate listing of all the Income-Eligible Customers receiving Weatherization Assistance and details of the Weatherization Assistance provided. Provider shall update its database in a timely manner as weatherization work is performed, and provide DEO with access to the database upon request.

b. Records and Right to Audit. Provider and its Subcontractors shall keep accurate and complete books of account, records, and other documents (including without limitation all information, materials, and data that may have bearing on or pertain to any matters, rights, duties, or obligations of Provider covered by this Agreement, hereinafter, "Records") related to the provision of the Housewarming services and maintain accounting procedures and practices sufficient to reflect its direct and indirect (include any administrative overhead) costs incurred in providing work under this Agreement, and shall require all Subcontractors or suppliers (including without limitation Subcontractors, insurance carriers, and similar agents) to maintain such Records and be subject to an audit requirement no less restrictive than those contained in this Agreement.

Such Records must be retained for a period of five (5) years after completion of the work to which the Records pertain in order to 1) ensure Income-Eligible Customers who receive Weatherization Assistance will receive such Assistance no more than once per five years unless such Assistance is performed on an unrelated gas-operated component; and 2) Provide DEO and the Provider with a long-term analysis of the program's effectiveness in reduction of natural gas consumption. All Records may be retained in a commonly available electronic format that shall allow DEO to view, save and print the Records. Data shared between the Parties shall be subject to the requirements of Section 24 of this Agreement, which requires the protection of Customers' personal information as defined herein.

(c) Audit Procedures. DEO and its representatives will have the right to inspect and audit those Records and interview Provider Personnel (including Subcontractor personnel) at reasonable times upon reasonable notice. Records must be made available by Provider at Provider's offices, at all reasonable times, for inspection, audit, and reproduction, until the later of (i) the expiration of five (5) years from the date of DEO's final payment or the final settlement or (ii) disposition of any claim made pursuant to this Agreement. Provider shall provide DEO or DEO's representative adequate and appropriate work space to conduct any audit under this Agreement. All Records for audit shall be provided in a commonly available electronic format that shall allow DEO to print, view and save. Each party shall bear its own costs incurred in connection with any audit, unless DEO's audit reveals that Provider has passed on to DEO billing and invoicing inaccuracies greater than two percent (2%) of the compensation paid to Provider, in which case Provider shall reimburse DEO for such overpayment and the cost of the audit. In the event that overhead of any sort is included in invoices rendered under the Agreement, Provider shall provide a clear definition of the components of such overhead.

Nothing contained in this Agreement shall be deemed to create any contractual obligations on the part of DEO to any person or entity other than Provider.

EXHIBIT A

EXHIBIT II

CHN Warranty Procedures

1. SUBCONTRACTOR OBLIGATIONS:

- a. A one-year Warranty will be provided to each Housewarming customer in accordance with the Customer Warranty Agreement.
- b. Emergency services will be provided within 24 hours.
- c. Non-emergency services will be provided within four (5) business days.

2. CUSTOMER WARRANTY AGREEMENT:

- a. Identification of Contractors
- b. Items covered
- c. Items not covered
- d. Expiration of warranty date
- e. How to access warranty services

3. CUSTOMER EDUCATION / OBLIGATIONS:

- a. Customers will receive energy efficiency education materials mutually agreed upon by CHN and Dominion Energy Ohio.
- b. Final Inspectors will provide guidance on how to utilize new systems and equipment installed as part of the Weatherization Assistance, including how to change filters and perform maintenance.
- c. Customer will be provided a list of maintenance services needed to preserve any new equipment and keep warranties in force.

4. CHN OBLIGATIONS:

- a. CHN will be the access link between the customer needing warranty services and the Contractor/Subcontractor.
- b. Customers will directly contact CHN for warranty-related services.
- c. CHN staff will troubleshoot the problems directly with the customers to address any issues.
- d. In the event the problem continues, CHN will contact the Contractor/Subcontractor and have them respond to the customer's issues.
- e. In the event that the issue is not resolved and requires additional action, CHN will dispatch its Quality Control Specialist to directly resolve the warranty concern.
- f. CHN staff will log and track warranty requests by customers and ensure there is a positive resolution in a timely fashion.
- g. CHN will monitor and track the warranty performance of its Contractors/Subcontractors to ensure quality customer service is being provided.

5. ADDITIONAL WORK / NON-WARRANTY ISSUES:

- a. If the claim is not a valid warranty item and the client would be eligible for further Housewarming assistance, CHN staff would encourage the customer to reapply to the program.

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6. NON-VALID CLAIMS:

- a. If after a full claim review, it is determined not to be a valid warranty claim, the customer would be referred to seek independent services to resolve their issue. The inspector and Quality Control Specialist will document the file.

HOUSEWARMING PROGRAM

REVISED 1/1/2019

CUSTOMER WARRANTY AGREEMENT

The Contractor listed below agrees to provide Customer/Homeowner with a LIMITED WARRANTY for 1 year from the completion of the work (dated on Final Sign-Off Form). This LIMITED WARRANTY is not a maintenance program. To protect the work completed, the Customer/Homeowner must perform ongoing maintenance tasks to ensure that the systems remain in good condition.

CUSTOMER NAME: _____ ADDRESS: _____
(PRINTED)

CHN is here to assist any who experience a problem during the LIMITED WARRANTY period. Please contact CHN's customer services representative either in writing or at the phone number provided:

CHN Housing Partners
ATTN: Housewarming Program
2999 Payne Ave., Suite 302
Cleveland, OH 44114
Contact #: _____

CHN shall work diligently with Client/Homeowner to resolve and/or clarify all warranty issues.

Inspector to check all categories below that apply (heating, hot water tank, weatherization) at time of education portion of Final Inspection.

HEATING SYSTEM _____
WARRANTY: 1 YEAR CONTRACTOR NAME EXPIRATION DATE

WARRANTY ITEMS COVERED	ITEMS NOT COVERED
MAIN FURNACE UNIT	Any damage to the furnace which was caused by failing to change the furnace filter 4 times per year
THERMOSTAT	Any damage caused by failing to have the furnace professionally checked and cleaned annually
BLOWER MOTOR	Any damage resulting from abusive handling of the system
BURNER UNIT	Any alterations to Housewarming work by person other than Housewarming agency/contractor. Any part of the ductile system that was not changed by Housewarming agency/contractor

Customer initial _____

HOT WATER TANK _____
WARRANTY: 1 YEAR CONTRACTOR NAME EXPIRATION DATE

WARRANTY ITEMS COVERED ITEMS NOT COVERED

EXHIBIT A

Hot Water Tank

Alterations to original installation (such as venting or changing parts)
Improper use of HWT thermostat

Customer initial _____

WEATHERIZATION

WARRANTY: 1 YEAR

CONTRACTOR NAME _____

EXPIRATION DATE _____

WARRANTY ITEMS COVERED

ITEMS NOT COVERED

ONLY items which were included in the contracted scope of weatherization work

Any items not included in the contracted scope of weatherization work outlined in OWPS (such as proper maintenance, moisture control, preexisting issues).
Failure to perform regular maintenance.
Existing storm windows and screens.
Damage/moisture caused by roof leaks, gutter leaks, siding leaks, plumbing leaks

Customer initial _____

SHOULD CUSTOMER CONTACT AN UNAUTHORIZED CONTRACTOR FOR WARRANTY WORK,
THIS 1 YEAR WARRANTY SHALL BE VOIDED.

I understand that this work has a warranty of 1 YEAR from the date that the work was completed and have read the Warranty Policy. All warranty claims must be directed to CHN as soon as a warranty issue is suspected.

CUSTOMER NAME PRINTED

CUSTOMER SIGNATURE

DATE

HW INSPECTOR

DATE