



An **AEP** Company

High Efficiency for Low Income Program (HELP)

HELP Home Energy Assessor Application & Agreement

Resource Innovations, Inc., (Program Implementer) has been contracted by American Electric Power Ohio (AEP Ohio) to implement the AEP Ohio High Efficiency for Low-Income Program (HELP). To apply to be a HELP Home Energy Assessor (HHEA) for the Program, complete the information below and sign accepting the Program terms.

HHEA Information		
Company Name:		
Primary Contact Name:	Primary Contact Job Title:	
Mailing Address:		
City:	State:	Zip:
Physical Address:		
City:	State:	Zip:
Primary Contact Phone (Office):	Primary Contact Phone (Cell):	
Primary Contact Fax:	Primary Contact Email (Required):	
Company Website:		

Please list secondary contact information below, if needed:

Secondary Contact Name:	Secondary Contact Job Title:
Secondary Contact Phone (Cell):	Secondary Contact Fax:
Secondary Contact Email (Required):	

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Please provide the following information for all HHEA employees and subcontractor employees who will be providing services for the Program.

Name	Company	Title	Certifications

Attachments Checklist

Please provide the following documentation in compliance with this Agreement and as specified in detail in the Program Manual.

Background Investigation Certification Form and Key Personnel List

Send signed and completed documents to aepohiohelp@resource-innovations.com. Ensure all required sections are filled out before submitting.

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HHEA Agreement (Agreement) by and between Resource Innovations, Inc., (Program Implementer) and _____ sets forth the terms and conditions for contractors to participate in AEP Ohio's HELP Program (Program) as a HELP Home Energy Assessor (HHEA), providing services to AEP Ohio's qualifying customers participating in the Program. By entering into this Agreement, the HHEA, whose signature is below, is agreeing to comply with and be bound by these terms.

This AEP Ohio Program is administered by Resource Innovations, Inc., acting as the Program Implementer. AEP Ohio has contracted and authorized the Program Implementer to perform activities including, but not limited to: achieving annual minimum energy and demand savings goals of 8 GWH, and 1.8 MWs; managing annual program budgets; marketing and promotion of the program; reviewing, processing, and approving applications; qualifying and providing training to local agencies and contractors; inspecting customer projects and issuing incentive checks; customer support and issue resolution; and program performance reporting on a monthly cadence.

Program Term

The Program term is from January 10th, 2025 to May 31st, 2028 (Term).

The Program years will be the following:

- Program Year 1: 1/10/2025 – 12/31/2025;
- Program Year 2: 1/01/2026 – 12/31/2026;
- Program Year 3: 1/01/2027 – 12/31/2027;
- Program Year 4: 1/01/2028 – 5/31/2028.

Program funds are limited, and incentives are subject to Program funding availability. Program incentive applications are accepted on a first-come, first-served basis until the conclusion of the Program Term or until Program funds are no longer available.

HHEA Program Benefits

Program Implementer will provide the following to the HHEA:

1. Marketing and technical support;
2. Training on Program requirements and Program participation procedures;
3. HHEA contact information listed on the Program website available to customers; and
4. Direct payment of incentives from the Program.
5. Call Center leads on customers who may qualify for the Program.

HHEAs are primarily responsible for their own promotion of the Program.

AEP Ohio offers HHEAs incentives for the installation of eligible equipment in accordance with the incentive amounts specified in the Program Manual. AEP Ohio shall issue the incentive payments to the HHEA upon the final delivery and satisfactory completion and approval of customer's application and HHEA's completion of all Program requirements, in Program Implementer's sole discretion.

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Program Participation Requirements

To qualify as a HHEA, each applicant must submit a fully completed HHEA Service Agreement and meet all Program participation requirements as specified below and described in more detail in the Program Manual. Program Implementer, in its sole discretion, will make the determination as to whether the applicant meets the Program participation requirements. Applicant agrees to provide Program Implementer with any information necessary to complete the review of the submitted required documents.

HHEA is responsible for submitting all required participation documentation to the Program Implementer annually and for updating any changes or additions to their information immediately. During the Term of this Agreement, HHEA shall provide to Program Implementer satisfactory evidence that it continues to be fully licensed and insured along with quality and timely submission of appropriate materials, consistent with the terms of this Agreement, within fifteen (15) days of any request by Program Implementer for such verification.

Applicants will be notified in writing (email is sufficient) by the Program Implementer of their acceptance as a HHEA. The HHEA Agreement is effective as of the date stated in the notification and shall continue through the applicable Program Term or until terminated by either party in compliance with the Termination section below.

HHEA acknowledges that Program Implementer's approval of HHEA to participate in the Program does not constitute an endorsement of any kind on the part of AEP Ohio or Program Implementer. HHEA shall not misrepresent to any third party or customer any information concerning the Program or its relationship to AEP Ohio and Program Implementer. Participation as a HHEA does not guarantee that HHEA will receive any customer referrals or imply any guaranteed minimum level of work.

Licensing and Certification

The HHEA must possess all state-required licenses for the work being conducted and meet the current licensing requirements for the AEP Ohio HELP Program as specified by the Ohio Weatherization Assistance Program. These requirements include, but may not be limited to, OSHA and EPA training/certifications, licensing requirements, Building Performance Institute (BPI) certification. All contractors performing HVAC related work are required to have a HVAC Contractor's license through DPOR. HHEA shall provide copies of required licenses and certifications to Program Implementer for all applicable HHEA employees and Subcontractors.

Insurance

HHEA shall comply with the insurance requirements specified in the Program Manual. HHEA shall have insurance coverages in effect prior to commencing work on a project under the Program and shall cause its insurers to provide valid proof of insurance to Program Implementer documenting that HHEA has the required insurance, which Certificate of Insurance shall further provide that (a) such insurance coverage shall not be cancelled or materially amended without at least 30 days prior written notice to Program Implementer and (b) cover the actions of any HHEA Subcontractors providing installation services.

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Safety

HHEA is responsible for ensuring that all individuals performing services on behalf of HHEA comply with any and all safety related control measures as provided by Program Implementer or AEP Ohio; all applicable laws related hereto; and any other safety requirements while performing services for the Program. HHEA represents and warrants that HHEA shall maintain and implement a safety program, which contains the minimum safety requirements specified in the Program Manual, while performing services for the Program and shall provide a copy of HHEA's written safety policy to Program Implementer. HHEA's safety program must meet all federal, state, and local laws.

Background Investigations

Prior to permitting any individuals to perform Program services on HHEA's behalf, HHEA shall conduct a background investigation on all HHEA employees, and cause its subcontractors to perform for their employees, who will have access to any AEP Ohio's customer information and/or will be performing services at a customer's residence through the Program. HHEA shall perform the background investigations in accordance with the Background Investigation Requirements specified in the Program Manual and all applicable federal and state laws. HHEA shall submit to Program Implementer a HHEA Personnel Background Certification Form as provided in the Program Manual certifying that background investigations have been completed for all applicable HHEA employees and subcontractors. As HHEA agencies and their subcontractors add staff, the Personnel Background Certification form is to be updated and resubmitted to Program Implementer within 30 days of hire.

HHEA Program Responsibilities

1. HHEA acknowledges that the Program requirements are specified in the AEP Ohio HELP Program (Program Manual) which is incorporated herein by reference. The Program Manual outlines the Program process, project services and HHEA responsibilities in detail. HHEA shall read the Program Manual and fully understand the customer and measure eligibility requirements and participation process. HHEA acknowledges receipt of the Program Manual and shall comply with its requirements. To be considered for payment of incentives, HHEA must comply with the applicable Program requirements and this Agreement. AEP Ohio and the Program Implementer reserve the right to deny incentive payments and withdraw incentives for improper work performance or failure to comply with Program requirements or this Agreement.
2. HHEAs may only perform Program services in the AEP Ohio service territory for which the HHEA has been approved. AEP Ohio and Program Implementer reserve the right to change the Program at any time.
3. Customers are not eligible for any other incentives offered by AEP Ohio for the measures installed through the Program. If customer also receives incentives for Program-installed measures from other state or federal assistance programs, the Program will cap the incentive not to exceed 100% of full project cost. In addition, only one application may be submitted per household within a three-year span.

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4. HHEA shall accurately inform AEP Ohio's customers of AEP Ohio's energy efficiency programs and the applicable eligibility requirements, participation steps, and energy conservation measures (ECMs) available. In the event that any statute, regulation, ordinance, and/or code conflicts with any Program requirement, HHEA shall give precedence to the statute, regulation or code over the Program requirements. The HHEA further understands that HHEA must inform the customer of this conflict and the impact this has on the ECM. AEP Ohio and Program Implementer, and their respective agents shall not be liable if HHEA has provided incorrect information about the Program or conditions and eligibility for ECMs and the Program, or for Program incentive ineligibility resulting from equipment that is mislabeled or misrepresented, ineligible for the Program, or offered to ineligible customers by the HHEA. The HHEA agrees to conduct its business in an honest and ethical manner and to avoid conflicts of interest. HHEA shall perform all its services in accordance with applicable professional standards and shall ensure that all work is performed in compliance with applicable federal, state, and local laws, rules, and regulations. In addition to those Licensing and Certification Requirements outlined in the Program Manual, HHEA represents and warrants that HHEA has obtained, and currently maintains, all federal, state, local, and foreign governmental franchises, licenses, and permits material to and necessary in the conduct of HHEA's business and performance of the Program services and that HHEA is not subject to, or party to, any license, permit, law, rule, ordinance, regulation, order, judgment, or decree, or any other restriction of any kind or character, which adversely affects the business practices, operations, or condition of HHEA's business. HHEA will notify Program Implementer within five (5) days of any change in the status of such license(s).
5. Any services performed by the HHEA or its agents which violate any applicable law, licensing or permitting requirement, ordinance, code, rule, regulation, or industry norm or practice shall be promptly and professionally repaired and remedied by the HHEA at no cost to Program Implementer or the customer.
6. HHEA shall enter into a separate installation agreement directly with the AEP Ohio customer for HHEA's installation of the ECMs. No ECM can be installed without the homeowner's permission and without an individual over the age of eighteen (18) years of age present.
7. HHEAs shall include in its installation agreement for the Program-eligible ECMs with the customer the following terms; a written warranty that all labor and materials shall be free and clear of problems and defects for a minimum of 1 year from the date the service is completed which shall be in addition to the equipment manufacturer's warranty, including optional extended warranty coverage. If notice is given to HHEAs of any such problems or defects within such warranty period, HHEA shall promptly cause the same to be corrected at its own cost and expense.
8. HHEA shall arrange for all warranties and guarantees of Subcontractors and suppliers (including manufacturers') are vested in the customer. HHEA shall cooperate with AEP Ohio and Program Implementer in obtaining compliance with any warranties and guarantees from Subcontractors, suppliers, and other related parties and during inspections by AEP Ohio or Program Implementer of work performed. HHEA shall be solely responsible for the obligations agreed to as a result of any customer arrangements and the representations and warranties agreed to between HHEA and customer for those installation services.

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9. Program Implementer reserves the right to inspect any work performed by a HHEA at a customer residence. HHEA agrees to comply and participate in such inspection, if requested by Program Implementer.
10. HHEA shall assume full responsibility for removal of old equipment and hazardous waste from the customer project and for sorting, storage, recycling, and proper disposal of equipment and waste material in compliance with applicable laws and regulations and prevailing local jurisdiction.
11. HHEA invoices, notes, data, calculations, proposals, pricing information, drawings, engineering documents, control sequences, documents illustrating systems, communications and correspondence with customers and investigative information, and copies of other documents prepared by the HHEA and/or relating to the Program or this Agreement are considered Program documents, and shall be made available and supplied to AEP Ohio and Program Implementer upon request. HHEA shall keep such full and detailed Program documents for compliance with state regulations and requirements. AEP Ohio, or its designee, shall be afforded access to, and allowed to make copies of all the HHEA's calculations, records, correspondence, invoices, receipts, vouchers, agreements, memoranda and similar data or documentation that, in AEP Ohio's judgment, relate to the Program. HHEA shall make such requested documentation available to AEP Ohio, or its designee, at the HHEA's regular place of business during normal working hours or provide it to HHEA in a reasonable alternative manner as may be requested by AEP Ohio. HHEA shall preserve all such Incentive documentation for a period of three (3) years after the final Program incentive payment, or longer where required by law.
12. HHEA represents and warrants that it is eligible and authorized to participate in the Program, and that HHEA's participation in the Program will not result in the violation or breach by HHEA of any applicable laws or regulations, HHEA's contractual obligations, or other duties to or rights of any third party. Any person who knowingly files a Program application for a customer that contains any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to AEP Ohio. Any HHEA found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
13. HHEA shall not use AEP Ohio's or Program Implementer's corporate name, trademark, trade name, logo, identity, or any affiliation on HHEA marketing or other materials (printed copy or electronic) for any reason, including, without limitation, soliciting customers. Approved Program marketing materials will be provided to HHEAs; these materials may only be used for the sole purpose of promoting the Program and may only be used during the Program term.

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Customer Information

The HHEA, during and subsequent to the term of this Agreement, shall maintain in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of information relating to AEP Ohio customers obtained in connection with performance of any Program Services as a result of this Agreement (“Confidential Information”) and shall not use Confidential Information for any purpose whatsoever other than for the purpose of performing any Program services pursuant this Agreement. The HHEA shall only disclose the Confidential Information, in confidence, to approved persons or entities directly involved in the Program or as authorized by Program Implementer, only to the extent necessary in connection with the Program or as otherwise required by law. HHEA acknowledges that a breach of the terms, covenants or conditions contained in this confidentiality section will cause irreparable damage to, AEP Ohio and Program Implementer for which a remedy at law would not be adequate. In the event of such breach or threatened breach, AEP Ohio and Program Implementer is entitled to seek appropriate injunctive relief in any court of competent jurisdiction, restraining the HHEA and its employees from any such threatened or actual violation of the provisions of this Agreement. This provision does not limit AEP Ohio and Program Implementer’s rights to seek monetary damages in addition to injunctive relief. If HHEA becomes legally compelled to disclose any Confidential Information, prior to such disclosure, HHEA shall promptly provide prior written notice to the Program Implementer of such request for disclosure and shall assist AEP Ohio and Program Implementer in seeking a protective order or another appropriate remedy. HHEA shall cooperate with AEP Ohio and the Program Implementer in their efforts to prevent or limit such disclosure of Confidential Information.

Security Incident

“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 HHEA’s systems, or Program Implementer systems to which HHEA has access for storing or processing Confidential Information; or (b) receipt of a complaint in relation to the privacy and data security practices of HHEA.

HHEA shall notify Program Implementer within 24 hours, upon becoming aware of Security Incident and, at HHEA’s cost and expense, assist and cooperate with Program Implementer and AEP Ohio concerning any investigation, disclosures or notices to affected parties and other remedial measures as requested by AEP Ohio or Program Implementer or required under applicable privacy laws. HHEA shall reimburse AEP Ohio or Program Implementer 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 Security Incident. HHEA shall not inform any third party of any Security Incident involving Confidential Information without first obtaining AEP Ohio or Program Implementer’s prior written consent, other than to inform a complainant that the matter has been forwarded to AEP Ohio or Program Implementer’s legal counsel. Further, HHEA 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.

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Independent Contractor

The HHEA and all of its employees, officers, Subcontractors and agents shall furnish services under any Program as independent contractors and not as an employee or agent of Program Implementer or AEP Ohio. HHEA and its agents have no power or authority to act, represent or bind Program Implementer in any manner. The parties will not exercise any control or supervision of each other or be responsible for each other in the performance of any service.

Disclaimer of Warranties

AEP Ohio and Program Implementer do not make any, and both AEP Ohio and Program Implementer expressly disclaim all warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy production, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. AEP OHIO AND PROGRAM IMPLEMENTER 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.

Limitation of Liability

1. To the fullest extent allowed by law, AEP Ohio and Program Implementer's total liability, regardless of the number of claims, is limited to the amount of the rebate/incentive payment approved in accordance with Program requirements and this Agreement. AEP Ohio and Program Implementer and their respective affiliates, directors, employees, contractors, agents, and service providers shall not be liable to HHEA or any other party for any other obligation.
2. Notwithstanding any other provision of this Agreement to the contrary, in no event shall AEP Ohio, Program Implementer, and their affiliates, directors, employees, contractors, agents, and service providers be liable hereunder for any 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, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind. HHEA waives any claims it might have against AEP Ohio or Program Implementer and their agents, consultants, and Subcontractors.

Indemnification

HHEA shall defend, protect, indemnify and hold harmless AEP Ohio, Program Implementer and their respective affiliates, directors, employees, contractors, agents, and service providers (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (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, participation in the Program or to this Agreement; provided however, that HHEA shall not be required to indemnify and hold harmless any Indemnified Party against Claims adjudicated to have been caused by an Indemnified Party's gross negligence or willful misconduct.

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Fraud

Any person who knowingly submits or files an application or other submission containing any materially false information, or who purposely or misleadingly conceals information from AEP Ohio or Program Implementer, subjects such person to criminal and civil penalties. All funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to AEP Ohio or Program Implementer. This section will not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.

Tax Liability

HHEA acknowledges that receipt of any incentive or payment pursuant to this Agreement or the Program may result in taxable income to the HHEA, even if the HHEA does not directly receive a payment. HHEA is solely responsible for payment and reporting with respect to HHEA's taxes. HHEA should consult his or her own tax advisor with respect to the tax treatment of rebates provided pursuant to this Agreement or the Program. Nothing in this Agreement is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.

Assignment

HHEA 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, without the prior written consent of the Program Implementer. Any purported assignment of rights in violation of this section is void.

Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties agree that the proper venue and jurisdiction for any cause of action relating to this Agreement will be the county where the Program is taking place.
2. To the fullest extent permitted by law, each of the parties hereto waives any rights it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

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Termination of Agreement and Program Changes

1. HHEA acknowledges and agrees that Program Implementer shall have sole discretion with regard to HHEA admittance into the Program. Program Implementer may terminate this Agreement at any time, with or without cause, with fourteen (14) days prior written notice to HHEA. HHEA may terminate this Agreement at any time with thirty (30) days prior written notice to Program Implementer. If the Program Implementer determines, in its sole discretion, that HHEA has failed to comply with the terms of the Agreement or those obligations contained in the Program Manual, Program Implemented may terminate this Agreement at any time, with or without cause, with immediate effect.
2. AEP Ohio reserves the right to change or cancel the Program requirements or incentive levels to whatever extent it may deem appropriate at any time without further recourse by the HHEA or liability of AEP Ohio or Program Implementer. Approved customer applications, for which the HHEA has completed the required Program Services according to Program requirements, will be processed to completion under the terms and conditions in effect at the time of the application approval. HHEA will be notified in writing of any material changes to the Program.
3. If a HHEA Agreement is terminated, the HHEA shall immediately cease promoting its participation in the Program and shall relinquish all Program benefits including returning (at their own expense) any marketing material provided by the Program. HHEA shall provide Program Implementer with a list of all customer projects in progress related to a Program where there is a signed customer application.

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Entire Agreement

The terms set forth herein, including all incorporated references, constitute a complete statement of the Agreement applicable to the Program, and supersede all prior representations or understandings, whether written or oral. AEP Ohio and Program Implementer shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind that is not set forth herein.

HHEA Acceptance of Terms

By signing below, I certify that:

1. As the HHEA Representative, I have the authority to bind the HHEA to the terms of this Agreement;
2. HHEA has read and understands all terms and conditions of this Agreement, the Program Manual, and the Program requirements and agrees to be bound by and comply with the terms set forth herein;
3. All information provided to AEP Ohio and Program Implementer by HHEA is true and correct and HHEA will notify AEP Ohio and Program Implementer immediately of any changes.

HHEA Name: _____

HHEA Representative Signature: _____

Printed Name: _____

Title: _____

Date: _____