



# Contractor Handbook

FUNDING A CLEAN ENERGY FUTURE FOR FRONTLINE COMMUNITIES

Version 20260301

## Version Control Log

Version	Summary of Changes
20250805	Pre-launch draft release
20251103	November 2025 Contractor Open Application Release
20260301	March 2026 Update
<b>Summary of Changes</b>	
Conflict Resolution Procedure	Adding Conflict Resolution Procedure including Zero Tolerance Policy
Eligible Measures Update	<p>Updated Eligible Measures – see <a href="https://EnergyFriendlyHomes.com/eligible-measures">https://EnergyFriendlyHomes.com/eligible-measures</a></p> <p>Summary of changes:</p> <ul style="list-style-type: none"> <li>• Revised contingency cost language</li> <li>• Added project minimum viability</li> <li>• Clarifications in QA Process</li> <li>• Clarification of whole home air sealing requirement</li> <li>• New ducted heat pump requirements, diagnostic tests</li> <li>• Heat pump water heater required product list</li> <li>• Included costs for pre-paid heat pump maintenance plans and home energy assessments</li> <li>• Clarification on venting requirement</li> <li>• Revised carbon monoxide and smoke detector requirements in line with code</li> </ul>
Contingency Costs	Clarifying application of 10% project contingency in Statement of Work (SOW)
Insurance Requirements	\$1 million Commercial General Liability exception added for first year of enrollment
Equipment Grants and Lending Library	Equipment Grant program and lending library added
Energy Trust Process	Detailing how contractors can apply for Energy Trust incentives for projects
Gratuity	Clarifying usage of gratuity on Energy Friendly Homes Program projects

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## INTRODUCTION

This handbook details the rules and requirements for contractors to participate in the Energy Friendly Homes Program. It provides participating contractors with expectations, procedures, and standards as we begin working together.

The handbook serves as a guide to help set a clear foundation for communication, safety, conduct, and compliance. It includes guidance on:

- Contractor Enrollment Process and Qualifications
- Client and Property Eligibility
- Project Quality Assurance Process
- Contractor Communication Protocol
- Project Payments
- Warranties
- Portland Clean Energy Community Benefits Fund (PCEF) Reporting and Workforce Requirements
- Snugg Pro Energy Auditing Platform
- Training
- Field Safety

The Contractor Handbook will be updated annually. As the program needs and market conditions change, more frequent updates may be required. Participating contractors will be notified in advance of major changes to rules or requirements. Contractors should review the contents carefully and contribute input where clarification or improvement is needed. To suggest changes or for questions, contact us at [info@EnergyFriendlyHomes.com](mailto:info@EnergyFriendlyHomes.com).

## ZERO TOLERANCE POLICY

The Energy Friendly Homes Program maintains the following Zero Tolerance Policy to maintain safety for all participants including program staff, clients, contractors, and workers: All participants are prohibited from engaging in discrimination, including making derogatory comments, on the basis of a person's race, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age, or any other characteristic. All participants are prohibited from engaging in threats, intimidation, or other unsafe behavior against any other participant in the program. Severe misconduct (e.g., physical violence, hate crimes, or threats of harm) may result in immediate removal from the program and referral to appropriate authorities.

## PROGRAM CONTACTS & ROLES

Contact your Energy Specialist directly with questions, concerns, or any issues on site or with your client or project.

Project Coordinators and Client Navigators respond to project and program-related requests within 1-business day and can be reached at:

Email: [info@EnergyFriendlyHomes.com](mailto:info@EnergyFriendlyHomes.com)

Phone: **971.399.7742**

### ENERGY SPECIALIST

#### *OUTREACH, SUPPORT, MENTORSHIP & TRAINING*

Energy Specialists are the frontline point of contact for contractors. Energy Specialists conduct outreach to potential participating contractors and work directly with participating contractors, acting as account managers. They are responsible for recruiting and onboarding contractors to the program, facilitating introductions to the Client Navigators and Quality Assurance Providers, and acting as neutral, third-party support for ongoing questions, coordination, and issue resolution throughout the life of the project.

Additionally, the Energy Specialist will provide ongoing support to aid the relationship between the contractor and other parties on the project. They will help maintain active contractor participation in the program, alleviate barriers, and support ongoing training to ensure quality installations. Energy Specialists are available for one-on-one technical guidance and support on-the-job training and mentoring.

Energy Specialists conduct a preliminary home walk-through on every project to help determine initial eligibility for the program.

### PROJECT COORDINATORS

Project Coordinators serve as a trusted support arm for contractors and clients ensuring compliance with all program requirements. They will:

- Support contractors with enrollment in the program and provide support for maintaining required certifications and insurance.
- Support clients and Client Navigators with understanding project status and next steps.
- Manage project status and updates from start to finish including intake through final payment.

- Provide regular and frequent communication on project status, program rules, requirements and updates.
- Support contractors with onboarding, training, Snugg Pro, payments and navigating the program.

## CLIENT NAVIGATORS

Client Navigators will serve as trusted messengers between the program and the community. They will:

- Support clients in understanding and navigating the program.
- Help clients complete applications and navigate steps.
- Support culturally responsive outreach and event participation.
- Reduce barriers around trust, language, and technology access.
- Build trust and awareness of the program and remain consistently connected to trusted program representatives, including contractors and Quality Assurance Providers.

## QUALITY ASSURANCE PROVIDERS

Quality Assurance Providers will serve as a technical resource to review the quality of workmanship and evaluate energy savings on every project. They will:

- Support contractors in understanding and adhering to program and project requirements.
- Help ensure quality installation for clients.
- Provide a review and approval on all proposed scopes of work and final installations.

## PARTICIPATING CONTRACTOR QUALIFICATION REQUIREMENTS

To ensure a safe, compliant, and high-performing work environment, participating contractors must meet specific qualification requirements prior to starting work. These requirements help us maintain consistent standards across all projects. This section outlines the minimum insurance, certifications, and compliance measures required for contractor participation in the Energy Friendly Homes Program:

- Existing infrastructure (licensed and qualified personnel and equipment) to support whole-home energy upgrades or the ability and willingness to subcontract with bonded, licensed, and insured providers who meet these criteria.
- At least one current employee who maintains BPI Building Analyst Professional certification or HERS Rater certification, ***and is responsible for the home energy***

***assessment, Scope of Work development and oversight of project installation.***

- Home performance retrofit experience required. We require three project references for home performance upgrades following BPI standards, including blower door testing, from the last two years or equivalent references. Contact us today if you have questions about how to meet this requirement.
- Understanding of and adherence to PCEF’s workforce and contractor requirements, including but not limited to wage and reporting requirements.
- Licensing:
  - Maintain a valid/active Construction Contractors Board (CCB) license with the State of Oregon, Residential General Contractor endorsement.
  - Maintain required business licenses at the state and local levels, in accordance with governing regulations.
  - Maintain a valid/current Lead-Based Paint Renovator (LBPR) license to work on homes built before 1978.
  - Bonded – per state (or local) requirements.
- Insurance:
  - Commercial General Liability (GCL), \$2,000,000 per occurrence. The program will allow a \$1,000,000 per occurrence for Commercial General Liability for the first year. **This exception is 1 year from the date of the contractor’s signed Participation Agreement.**
  - Workers’ compensation insurance: \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.
  - Commercial Automobile liability insurance, \$1,000,000 for each accident.
  - Additional insured endorsement for commercial general liability coverages naming **Evergreen Consulting Group I, LLC, dba Evergreen Energy Partners (14845 SW Murray Schools Drive, Suite 110, PMB #513, Beaverton, OR 97007)** and the **City of Portland (1810 SW 5th Ave., Suite 710 Portland, OR 97201)** together with their respective officers, agents, and employees as Additional Insureds.
  - [Sample Certificate of Insurance](#)

## ENROLLMENT AND SELECTION PROCESS

The enrollment and selection process outlines how participating contractors will enroll in the Energy Friendly Homes Program. It details the onboarding process that contractors will need to complete prior to beginning work on any Energy Friendly Homes Program projects.

Step	Responsible Party	Purpose
Contractor Application	Contractor	Completes application and requirements. Submits all required documentation.
Application Desk Review	Project Coordinator	Reviews licensing, insurance, BPI certification, and all other qualifying criteria.
Contractor Interview	Energy Specialist	Assess contractor's experience and capacity for program retrofits and requirements.
Contractor Approval	Project Coordinator	Sends approval communication, sets status as Approved and schedules onboarding.
Contractor On Hold	Project Coordinator, Contractor & Energy Specialist	If contractor is missing requirements, Project Coordinator sends communication detailing needed items. Energy Specialist will continue to follow up and support contractor with obtaining and providing necessary requirements until they can be approved.
Contractor Onboarding	Contractor & Energy Specialist	Completes contractor onboarding and follow up trainings.
Snugg Pro Invitation	Project Coordinator	Once Snugg Pro training is complete, the coordinator creates the Contractor's Company in Snugg Pro and sends the invitation to the contractor. Contractor can add their own users once the Company is created.
Contractor Approved for Lead Assignment	Energy Specialist	Notifies Project Coordinator that contractor can be assigned project leads (following <a href="#">Lead Assignment</a> process).
Contractor Lead Notification	Project Coordinator	Notifies contractor lead has been assigned and provides details including client contact, eligibility tier and project contacts.

Additional follow-up meetings on the following subjects will be scheduled as needed:

- Introduction to Quality Assurance providers
- Introduction to Intake Specialist
- Introduction to Client Navigators

- Snugg Pro training
- Cultural competency training
- Media training
- Minimum workplace safety for workers, Client Navigators and Energy Specialists
- Wage reporting training
- Invoice submission
- Project reporting dashboard

## ELIGIBILITY REQUIREMENTS

Participation and funding eligibility are based on the home's eligibility, as determined by the energy assessment, the home's occupancy and the total annual household income based on income verification. All projects receiving funds through the Energy Friendly Homes Program will need to meet the following eligibility requirements.

### HOME ELIGIBILITY

- Property is a single-family home (four or fewer attached units) located within [Portland city limits](#).
- **Scope of Work Approval:** Home will undergo a home energy assessment and a scope of work for qualifying home upgrades that will be approved by the client and the Program. A qualifying scope of work will comply with the Energy Friendly Homes Eligible Measures, PCEF's Installation Checklists, and quality assurance review. (See [Eligible Measures](#) and [Project Quality Assurance Process](#)).
- **Participating Contractor:** Home upgrades will be completed by a program participating home performance contractor. For a list of participating contractors, see [EnergyFriendlyHomes.com/participating-contractors](https://EnergyFriendlyHomes.com/participating-contractors).

### OCCUPANCY & INCOME ELIGIBILITY

- Client is the homeowner, resides in (occupies) the property, is able to assume responsibility for home upgrades and enter into a contract with a home performance contractor.
  - **Primary Occupant:** Eligibility for PCEF programs is determined by the primary occupant of the unit or building. The benefits of the investment flow to the primary occupant of the unit and/or building. Income eligibility is determined by the total gross taxable income of all household members ages 18 or older in that unit.
  - **Types of Homes & Units:**

- If there is more than one detached structure on the site, eligibility is determined by the primary occupant for each structure.
  - If there is more than one unit in the building, eligibility is determined by the primary occupant in each unit.
- **Unoccupied Homes & Units:** If the building or unit is unoccupied, eligibility will be determined by the income eligibility of the individual or household who will occupy the unit. If income verification for the occupant is not possible or available, the project is not eligible.
- Client's total annual household income falls into one of the following categories:
  - Tier 1: Homeowners <80% AMI, maximum funding per home \$50,000.
  - Tier 2: Homeowners 81%-120% AMI, maximum funding per home \$30,000.
  - Tier 3: Homeowners 121%-150% AMI, maximum funding per home \$15,000.
    - Cost Share: Homeowners in Tier 3 are required to match program funding and contribute at least 50% of the cost of the home upgrade.
- Funding is reserved on first-come-first served subject to program budget caps in each eligibility tier.
- Eligibility for Tier 4 In-home care businesses and Tier 5 Renters will be added in 2026. These projects are not currently eligible.
- Clients are required to validate income to determine maximum funding allocated per home. See [current income thresholds](#).

### Acceptable Documentation

Income can be validated using the documentation outlined in the [Participation and Eligibility Requirements](#).

### Critical Repair Allowance

- Up to 30% of program funds, up to the per project cap, can be used for life, health, and safety upgrades necessary to enable energy efficiency improvements.

### Co-funding

- Co-funding refers to using funding not provided by the Energy Friendly Homes Program. You may use funds from other programs to help pay for the home's energy upgrades, including, but not limited to, Multnomah County, Oregon Department of Energy, or Energy Trust of Oregon funding. Clients may also use their own funds, but this is not required except if their Income Eligibility qualifies

under Tier 3 or Tier 4. **Contractors should not expect or ask clients in Tier 1, Tier 2 or Tier 5 to contribute their own funds toward the cost of the project.**

- If the Client’s Income Eligibility qualifies under Tier 3 or Tier 4, they are required to match the program’s investment through co-funding. They may use outside program funds or self-fund the required match.
- Clients must inform the contractor of any outside funding (co-funding) and contractors must document them in the Scope of Work to ensure Energy Friendly Homes Program funding does not exceed 100% of the project costs.
- Final co-funding amounts will be determined by the final approved, contractor-provided invoice.

Type	Household Type	Energy Use Reduction Target	Energy Efficiency Investment Per Home	Critical Repair Upgrades	Estimated # of Homes
<b>Tier 1</b>	Homeowners <80% AMI	30%	Up to \$50,000	30% of program cost	1,500
<b>Tier 2</b>	Homeowners 81%-120% AMI	20%	Up to \$30,000	30% of program cost	600
<b>Tier 3</b>	Homeowners 121%-150% AMI	20%	Up to \$15,000 requires 50% co-pay	30% of program cost	450
<b>Tier 4*</b>	In-home care business	20%	Up to \$15,000 requires 50% co-pay	30% of program cost	50
<b>Tier 5*</b>	Renters <80% AMI	15%	Up to \$15,000	30% of program cost	500

*\* Tiers 4 and 5 are not currently eligible and will be added in late 2026.*

## ELIGIBLE MEASURES & QUALITY ASSURANCE

PCEF-funded Energy Friendly Homes Program projects will meet all requirements in the following documents, available on the [PCEF energy resources page](#) and [EnergyFriendlyHomes.com](#).

- [Energy Friendly Homes Program Eligible Measures](#)
- [PCEF Installation Specifications Checklists](#)
- [Participation and Eligibility](#)
- [Contractor Handbook](#)

These items can also be found in the [Appendix](#)

The [Energy Friendly Homes Program Eligible Measures](#) document outlines important participation requirements including:

- Project Funding Caps and Minimum Viability
- Measure Requirements
- Project & Quality Assurance (QA) Process
- Eligible Energy Efficiency Measures
- Other Eligible Measures

## CONTRACTOR COMMUNICATION

### CONTRACTOR RESPONSIBILITIES

To remain in good standing with the Energy Friendly Homes Program, participating contractors will be held to high standards of communication in all correspondence carried out with clients, subcontractors, and program staff.

As representatives of PCEF and the Energy Friendly Homes Program, participating contractors are expected to meet the following program standards:

- Responsive and timely service to clients and program representatives including Energy Specialists, Project Coordinators, Client Navigators, QA Providers, PCEF staff and other program partners.
- Technical expertise.
- Knowledge of and adherence to program rules and requirements.
- Respect for the diverse cultures and economic situations encountered in the field.

## **TIMELINESS**

The program recognizes the important role timely communication plays in building strong relationships and bringing projects to completion quickly and efficiently.

To that end, the program sets the following standards for the rate of communication from contractors:

- Response to client or Client Navigator inquiry: one business day.
- Response to inquiry from QA Provider: two business days.
- Response to program assigned client lead: three business days.
- Response to program staff: one business day.

If extenuating circumstances affect your ability to reply within the outlined standard, notify your Energy Specialist or Project Coordinator immediately.

## **CONTRACTOR COORDINATION WITH CLIENT NAVIGATORS**

Contractors will be informed if a client is working with a Client Navigator when they receive each lead assignment. Throughout the project, the contractor will work collaboratively with the assigned Client Navigator and keep them informed of project plans and progress, as well as client interactions. The contractor may request support from the Client Navigator in communicating or coordinating with the client.

## **TECHNICAL EXPERTISE**

Participating contractors shall develop and maintain high levels of expertise around home energy performance as well as the energy-saving measures they are hired to install at a client's home. This expertise should be evident in all communication with clients to instill confidence in the quality of work they are to perform. Program staff are prepared to support the development and maintenance of technical expertise for contractors by connecting them with technical training directly relevant to their work on the program.

These include (but are not limited to):

- Building Performance Institute Building Analyst Professional certification
- Energy modeling and project development software training
- Heat pump training
- On-the-Job training programs
- Additional skill-based training

## KNOWLEDGE OF PROGRAM RULES AND REQUIREMENTS

When in the field or communicating with clients via email or phone, contractors are representatives of the program and will receive questions from clients. Contractors are expected to be knowledgeable about program rules and requirements and, when necessary, be able to direct clients to other resources when they cannot provide complete information.

Contractors should:

- Adhere to program conflict resolution procedures.
- Fully understand guidelines set out in the [Eligible Measures](#) and [Contractor Participation Agreement](#).
- Provide accurate and relevant information to clients regarding all program forms, such as the client participation agreement form.
- Refer program-related questions not already answered on [energyfriendlyhomes.com](http://energyfriendlyhomes.com) or this Handbook to the program team at [info@EnergyFriendlyHomes.com](mailto:info@EnergyFriendlyHomes.com).

Contractors should not:

- Provide guidance on whether a client qualifies for the program or their eligibility tier.
- Represent PCEF or the Program or define rules or processes that are not clearly outlined in this Handbook.

## PROGRAM REQUESTS

Project Coordinators will stay in close contact with contractors to understand, capture and document the project timeline at each of the project stages (including but not limited to) home energy assessment scheduled, home energy assessment completed, scope of work under development, scope of work submitted to client for approval, scope of work submitted to QA Provider for approval, scope of work approved.

To ensure quality, the program teams will work in close collaboration with contractors, facilitating strong, open communication to keep projects moving forward and to help contractors be successful while providing the highest level of client support.

Timely and relevant communication between program staff and contractors is imperative to the success of the program. Reasonable deadlines for specific requests will be communicated by program staff.

Examples of these requests include:

- Requests for updated **payment details** to ensure accurate and timely processing of invoices.
- Verification of current **certifications, insurance, and licenses** to meet PCEF requirements.
- Submission of required project documentation including scopes of work, measure checklists, equipment specifications, invoices, wage reporting, and other documentation as required by the program.

## CULTURAL AND ECONOMIC DIVERSITY

As representatives of the Energy Friendly Homes Program, contractors must be actively respectful and studiously aware of the cultural and economic diversity they will come across in the field. Simple acts such as inquiring whether shoes should be removed before entering a home or if household or religious items should not be touched or moved during work are very important to ensure that all clients are supported and respected while participating in the program.

If concerns or issues arise, contact your Energy Specialist, Client Navigator or reach out to the program team at [971.399.7742](tel:971.399.7742).

- Contractors should be culturally responsive by actively respecting and adapting to the diverse values, traditions, and communication styles they will find in the field.
- Contractors will not stereotype or generalize regarding program clients.
- Contractors are expected to use clear and jargon-free language and avoid acronyms with special attention paid when English is not a client's first or primary language.
- Client Navigators are available to help address issues of cultural and economic diversity; contractors should be aware of this resource and utilize it when appropriate.
- The state of a client's home should not be commented on. Inform the client before taking photographs.
- The word 'hoarder' should be avoided due to the associated stigma. The term 'collector' may be used where indicated to describe a client/home's condition.

## CONTRACTOR QUARTERLY PERFORMANCE REVIEW

On a quarterly basis, your assigned Energy Specialist will schedule a Quarterly Review. The purpose of this review is to provide ongoing support to help ensure your successful participation in the program. What you can expect from the review process:

- Energy Specialist will provide you with a report on your active and completed projects including status and any Quality Assurance questions or concerns.

- You will also receive updates on program processes or procedures, or upcoming training opportunities, new program offerings, or PCEF news.
- The Energy Specialist and, if applicable, the QA Provider will review your performance according to the timelines and service level standards outlined in the Quality Assurance Process.
- The review will also provide you with an opportunity to identify areas where you or your team may want additional training or technical mentorship.
- You will have an opportunity to provide feedback on project processes, procedures or participation requirements.

You will be provided with a summary of the discussion including any recommendations for performance improvement.

## CONFLICT RESOLUTION PROCEDURES

The goal of the Conflict Resolution Procedures is to promote fair, timely, and transparent resolution of issues while maintaining positive working relationships and supporting successful project outcomes and program goals.

The procedures are designed for identifying, managing, and resolving conflicts that may arise among clients, Program Contractors, workers, and the Energy Friendly Homes Program team.

The procedures are all outlined and available to contractors in the [Conflict Resolution Procedures](#).

## LEAD ASSIGNMENT

This disbursement protocol aims to provide an equitable framework to meet the goals of the Energy Friendly Homes Program to reach a high volume of households while working to ensure clients and contractors historically left out of energy efficiency programs are served. Lead disbursement options are designed to ensure that clients' needs and requests are at the forefront, while balancing contractor equity, contractor capacity and the program's project completion goals. The framework also aims to balance the number of enrolled contractors with project volume and client needs to ensure that contractors are receiving enough work to make their participation valuable, while also minimizing client wait times or waitlists.

This section contains the following topics:

Category	Description
<a href="#"><u>Client Prioritization and Needs Assessment</u></a>	Clients are prioritized if they are in a heating, cooling or hot water emergency or have language access needs.
<a href="#"><u>Lead Intake Pathways</u></a>	Projects can be initiated through one of the following pathways: CBO referral, contractor referral, organic leads
<a href="#"><u>Contractor Leads</u></a>	Contractors can choose one of two participation paths: Lead Generator or Lead Rotation
<a href="#"><u>Contractor Capacity</u></a>	Contractors will need to communicate their capacity for completing home performance retrofits.
<a href="#"><u>Onboarding Period</u></a>	Contractors must complete three projects prior to entering the rotation.
<a href="#"><u>Lead Assignment</u></a>	Describes the lead assignment process.
<a href="#"><u>Lead Acceptance</u></a>	Leads must be accepted within three business days by initiating contact with the client to schedule the home assessment.
<a href="#"><u>Lead Reassignment</u></a>	Lead reassignment considerations.

## CLIENT PRIORITIZATION AND NEEDS ASSESSMENT

Embedded in the client intake process is a needs assessment which takes place regardless of intake pathway and will be taken into account when assigning projects to contractors.

Funding is reserved first-come-first-served based on the date of the signed Participation Agreement. However, clients will be assessed for important life, health, and safety needs early in the intake process to identify if they are without heating, cooling or hot water and these clients will be prioritized for initial assessment and contractor assignment.

Clients may need in-language support or would benefit from working with a contractor that can provide services in-language and where possible, these leads will be matched with contractors that can provide in-language service. The program can also provide live translation and in-language transcreated printed materials.

## LEAD INTAKE PATHWAYS

These are the intake pathways for client leads:

- CBO referrals or referrals from other program partners

- Organic leads from outreach, word of mouth, events, and marketing
- Contractor-generated leads

## **CBO OR PARTNER REFERRALS**

The program will accept referrals from partners organizations and CBOs. These leads will be assigned according to the **Lead Assignment** process. Before assignment, the client's site and income eligibility will be confirmed, and a needs assessment will be conducted. The CBO may choose to conduct the needs assessment as part of their intake process.

CBOs who operate their own home energy efficiency programs may refer clients who have already received a home energy assessment or have already started working with a contractor.

### **CBO client has existing contractor relationship**

If the CBO client is already working with a participating contractor, they will be able to request their contractor following the **Lead Assignment** protocol. If the contractor is not already a participating contractor and would like to be, the program will support them in meeting qualifications and enrolling in the closed network.

### **Home walk-through waived for CBO client with existing home energy assessment**

If the CBO has already conducted a comparable home energy assessment or Home Energy Score, some program processes can be waived.

- If Home Energy Score or assessment is within the previous 12 months and the CBO has identified minimum savings opportunities, the initial Home Walk-Through with an Energy Specialist can be bypassed.
- The project will still require a full home energy assessment, Snugg Pro modelling and Scope of Work development and approval through the standard Quality Assurance process.
- The client's final income verification will still be conducted by the program's representative, and they will still need to complete and sign the Participation Agreement.

## **ORGANIC CLIENT LEADS – PROGRAM GENERATED LEADS**

The program will conduct in-person outreach and engagement, as well as host an online intake form. This process allows for program-assisted or client self-initiated entry into

the program. Once the needs assessment is complete, and the site and income eligibility have been confirmed, these leads will go through the **Lead Assignment** process.

Some clients may want a choice in determining the contractor they work with. They will be able to indicate if they have a preferred contractor or if they are already working with a contractor, and the program will aim to meet this request. These contractor-request leads will be disbursed following the caps outlined in the **Lead Assignment** process described below. The preferred contractor will need to be a program-approved contractor.

## CONTRACTOR LEADS

Contractors will be invited to bring their own leads to the program. There are two contractor lead generation pathways and contractors will be asked to **self-select** into their preferred pathway.

- Contractors who chose the **Lead Generator** pathway may bring up to **50 of their own Tier 3** leads to the program annually and no more than **12 leads** in all other tiers combined annually.
- Contractors who chose the **Lead Rotation** pathway will be able to bring up to **12 of their own leads** into the program annually and will be prioritized for program-generated leads.

Contractors play an important role in building client relationships and ensuring the program's success. The program encourages contractors to also focus on the development of their business outside of the program, safeguarding their long-term business health through diversification.

The program will evaluate lead caps and restrictions on a quarterly basis and may adjust to manage project uptake and ensure equitable distribution. Contractors can change their lead assignment type on an annual basis on the anniversary of their program enrollment approval date.

In all cases, the program will evaluate the needs assessment of the client and may make adjustments to lead assignments at their discretion to support client needs.

### Lead Generators

Contractors who choose this designation will be allowed to generate and refer their own projects to the program within the following constraints:

- Preliminary income verification must indicate the project will fall into Tier 3.
- The number of Tier 3 leads generated by the contractor will not exceed 50 annually.
- No more than 12 contractor-generated leads in all other tiers combined annually.

Lead Generator contractors will still participate in the lead assignment rotation for CBO and organic leads but will be prioritized behind Lead Rotation contractors (see below).

### **Lead Rotation**

Contractors who choose this designation will be allowed to generate and refer their own projects to the program on a limited basis and accept leads from CBO referrals or clients indicating their preferred contractor.

- The number of leads generated by (or referred by CBO or client to) the contractor will not exceed 1 monthly (on average) or 12 annually.
- Clients can opt to wait for their preferred contractor.

Lead Rotation contractors will be put into the lead assignment rotation for CBO and Organic leads and will be prioritized for Tier 1 & 2 projects.

## **CONTRACTOR CAPACITY**

Upon enrollment, contractors will be asked to **self-identify** their monthly capacity (i.e. how many whole home retrofits will you complete on average per month). This indicator could be informed by the number of crews and BPI BA-P certified professionals on the contractor's or their subcontractor's team, their administrative staffing or team experience level. The capacity indicator can be decreased by the contractor **at any time** by notifying their Energy Specialist. The capacity indicator can be increased by communicating the requested change to their Energy Specialist during their **Quarterly Review**. The change can be informed by the contractor's performance according to the following service level agreements (SLA):

### **Service Timeline Goals:**

- Contractor initiates contact with a client lead to schedule the home energy assessment within three (3) business days 75% of the time or better.
- Contractor submits SOW for QA review within two (2) weeks of lead assignment 75% of the time or better.

- Contractor receives QA SOW approval within two (2) weeks of submittal 75% of the time or better.
- Contractor completes project installations within 45 days of SOW approval 75% of the time or better.
- Contractor completes QA corrections within 30 days of correction notice from QA provider 90% of the time or better.

## ONBOARDING PERIOD – THREE/FIVE PROJECT RULE

Contractors, once enrolled, will be assigned three projects to be completed from initial home assessment through final QA approval prior to being added to the lead rotation. Contractors will be prioritized until the third project is assigned. Up to two additional projects (five total) may be assigned during the onboarding period to ensure the contractor has enough work during the onboarding period for successful evaluation. Once the third project is completed along with evaluation and onboarding by the Energy Specialist, the contractor will be placed into the lead rotation pool, and their capacity indicator will be used to determine the maximum number of projects they will be assigned each month.

### Here's what this looks like:

**Step 1. Contractor enrolls** and onboards with an Energy Specialist.

**Step 2. Initial three (3) projects assigned.** Energy Specialist supports contractor through SOW development and QA process.

**Step 3. Staged fourth and fifth (4-5) projects** may be assigned on a rotating basis based on current project volume. Contractor will be assigned no more than five projects during onboarding.

**Step 4. Third project is fully completed and onboarding complete.** Energy Specialist completes evaluation and any additional support needed for the contractor to enter the lead rotation.

**Step 5. Contractor added into the lead rotation.** Contractors may be assigned the number of projects per month up to their capacity indicator and the **Lead Assignment**

process. Actual number of projects assigned will depend on the volume of applications received by the program.

## LEAD ASSIGNMENT

The contractor assignment will be based on client's needs assessments or first available contractor in conjunction with contractor lead type and capacity.

- **Client's Needs Assessment:** The program team will work to align the project with a contractor that can meet client's specific needs, which may include requests such as:
  - Housing emergency (heating, cooling, water heating)
  - Language services
  - Preferred contractor
- **Preferred Contractor:** The project will be assigned to the preferred contractor based on their current onboarding status, whether they have met their lead cap and whether they have capacity.
  - If the contractor has not completed onboarding, has already met their lead cap, or is currently at capacity, the client will have the option of waiting or being assigned to the next available contractor.
- **Next Available Contractor:** Projects will be assigned to the first available contractor in the rotation if the client does not require specific services from the needs assessment. Tier 1 & 2 projects will be prioritized to Lead Rotation contractors.
- **Contractor Onboarding**
  - Has contractor received their initial **three** project allocations?
    - If no, prioritized until **three** projects have been assigned according to the onboarding lead assignment process.
  - Has contractor completed **three** projects?
    - If no, contractor may receive up to a total of five projects according to the onboarding lead assignment process.
    - If yes, and the contractor's onboarding evaluation has been completed with the Energy Specialist, contractor may receive projects from the **Lead Assignment** process.
- **Contractor Capacity**
  - Does contractor have **capacity** according to their stated capacity indicator?

- If yes, contractor will receive available leads up to their stated capacity limit.
  - If no, bumped until contractor has capacity.
- **Lead Caps**
  - Has the contractor met any of their lead caps?
    - If yes, bumped until contractor has availability under the cap.

## LEAD ACCEPTANCE REQUIREMENT

**Contractors must accept leads within three days.** This means that once a project is assigned, they must initiate contact with the client within **three days** to schedule the home energy assessment and notify the program in one of the following ways:

- Creating a project in Snugg Pro and adding the day/time of the home assessment.
- Copying the Project Coordinator on the request to schedule or otherwise notifying the Project Coordinator.

If a project requires language services or other accommodation, scheduling may take longer with program approval. It is the contractor's requirement to notify the Project Coordinator that scheduling was initiated and provide an estimated day and time for the home energy assessment. The program will track and evaluate delays to determine if additional support needs to be provided to contractors or clients to better support the process.

If the contractor is unable to connect with the client after three attempts, the contractor must notify the Energy Specialist, Client Navigator or Project Coordinator for support.

## CONTRACTOR LEAD ACCEPTANCE CONSIDERATIONS

Providing excellent client service and responsiveness is an important responsibility of all Energy Friendly Homes Program contractors, team members and partners. The program strives to ensure that leads are disbursed at a rate that matches the contractor's capacity to maintain high project quality and to meet the program client service timeline goals. Contractors are encouraged to consider their capacity when determining whether to accept a lead or not. There will be no penalty for rejecting a lead based on capacity concerns.

However, contractors cannot decline leads they simply deem undesirable. For this reason, contractors who decline more than **four** projects in a **12-month** period will be removed from rotation and placed on pause (see Program Pause or Removal Process). To prevent this from happening, contractors are encouraged to regularly re-evaluate and discuss their capacity with their Energy Specialist.

## CLIENT SCHEDULING – NO RESPONSE

If the contractor or Customer Navigator is unable to schedule the home energy assessment after three attempts, the project may be put on hold. The contractor will then be put back at the top of the rotation for the next lead. If the client initiates contact and requests to reschedule, the project will be put back into the lead rotation.

## SECOND BID REQUESTS

A client may request a second bid, and the program, at their discretion, may allow this request. The project will then be reassigned to the next contractor in rotation who will repeat the full assessment process, including the home assessment, SnuggPro modeling and scope of work development. The contractor that provided the first bid will be added back into the rotation and prioritized for the next available lead following the **Lead Assignment** process. Details on how to handle the Snugg Pro job can be found in the [Snugg Pro Guide](#).

We understand there is a cost associated with completing a home assessment and developing a scope of work. The second bid option will only be introduced or allowed when the program deems it necessary. There will be no program-provided compensation for either the first or second bid.

## LEAD REASSIGNMENT

Program-initiated lead reassignments may be required for a limited number of reasons including delays in communicating with clients to schedule site visits, conflicts with clients resulting in client requesting new contractor, or contractor capacity. Contractors who require more than **four** project lead reassignments in a **12-month period** will be placed on hold while their interest and ability to continue in the program is evaluated by the program.

Reason	Description	Policy / Mitigation
<b>Contractor Declines Lead</b>	Contractor is unable to accept a lead	Contractors are encouraged to consider their capacity when determining whether to accept a lead or not. There will be no penalty for rejecting a lead based on capacity concerns; however, the contractor should alert their Energy Specialist that their capacity indicator should be reduced. Contractors may not decline leads they simply deem undesirable. For this reason, contractors who decline more than <b>four</b> projects in a <b>12-month</b> period will be removed from rotation and placed on pause.
<b>Contractor Scheduling Problems or Client Schedule Accommodation Problems</b>	Due to unforeseen reasons, there could be a scheduling conflict and a need for reassignment	When matching a contractor based on a client’s needs assessment, the Project Coordinator will reach out to the contractor first to understand if they can meet the request. There may be times when there is a mismatch and the contractor is unable to meet the client’s needs based on scheduling or other concerns. In these cases, the contractor can request to decline the project and a different contractor will be assigned to address the client’s needs.
<b>Client Requests a Second Bid</b>	The client is dissatisfied with the SOW proposal and requires a 2 <sup>nd</sup> bid	<p>The program will allow, on a case-by-case basis, a client to require a 2<sup>nd</sup> home energy assessment and SOW development on a project for the client’s review and evaluation. In this case, the next contractor in the rotation will be selected to provide this service.</p> <p>The program understands there is a cost associated with completing a home assessment and developing a scope of work and the 2<sup>nd</sup> bid option will only be introduced as an exception to the standard Lead Assignment process in</p>

		cases where the client will become dissatisfied with the program without this option. Neither contractor will be reimbursed for the home assessment or development of the scope of work.
<b>Contractor / Client Conflict</b>	Due to either the contractor or the client there's an unresolvable conflict	The program team (including the Client Navigator) will be working with the contractor and the client to support communication and conflict resolution. See Conflict Resolution procedure (TBD).

## PROJECT PAYMENTS

### 1. Scope of Work (SOW) Requirements:

- Contractors should build into their SOW 10% of estimated project costs to address contingencies. The program will never pay project costs above the maximum funding level for each program tier. The SOW must break out costs for energy saving measures and critical repairs to ensure estimates will meet critical repair allowance.

### 2. Initial Payment – 50% Down Payment:

- Upon approval of the SOW by the **QA provider**, a **50% down payment** of the total pre-approved project cost will be issued. Down payment is capped at the lesser of:
  - 50% of project cost or
  - 50% of maximum project investment for the eligibility tier, minus 10% contingency reserve.
- The down payment initiates the project and secures scheduling and resource allocation.
- The down payment is typically processed within **1–2 weeks** of SOW approval but required to be processed **within 30 calendar days**.

### 3. Completion and Final Payment:

- The remaining **final payment** will be issued when the following items are met:

- Installation is complete.
- Resolution of all QA requested corrections.
- Final approval from the QA provider.
- Submission and approval of the final invoice, see invoice requirements.
- All previous investments in the project are reconciled and confirmed, including program-provided down payment, other program incentives, client co-funding and any other dollars paid on the project.
- In no instance will the program payment exceed 100% of the cost of the project or exceed 100% of the maximum energy efficiency investment per home per eligibility tier, see [Eligibility](#).

**4. Gratuity:**

- Under no circumstances may contractors or subcontractors request or accept gratuities, tips, or bonuses from clients for their work.

## INVOICE REQUIREMENTS

Invoices for all projects must have the following items:

Item	Action
Invoice Date and Invoice Number	Clearly indicate the date the invoice is issued and the invoice number.
Measure-by-Measure Line-Item Costs	<p>Each energy efficiency measure or repair (e.g., attic insulation, HVAC upgrade, air sealing) should be listed as a separate line item.</p> <p>For PCEF reporting, provide the following information for all workers on the project (does not include office staff):</p> <ul style="list-style-type: none"> <li>• Unique ID</li> <li>• Hours worked on project</li> <li>• Hourly rate paid</li> <li>• Subcontractor name and amount paid on project</li> </ul>
Break Out Energy Efficiency Upgrades and Critical Repairs Separately	Clearly separate <b>Energy Efficiency Upgrades</b> (e.g., insulation) from <b>Critical</b>

	<b>Repairs</b> (e.g., radon mitigation, roofing repairs, mold remediation).
Co-funding and/or Incentives	List any co-funding and/or incentives that reduce the total project cost. Clearly state the source and amount of each.  Specify the portion of the cost the client is responsible for paying out-of-pocket.
Down Payment	Include the down payment amount
Remaining Cost Due	Clearly indicate the final <b>amount due</b> after all payments and incentives, other and program funding have been applied. Tier 1 and Tier 2 projects should not require client co-pay unless previously approved by the client.

## SNUGG PRO

The Energy Friendly Homes Program, funded by the Portland Clean Energy Community Benefits Fund (PCEF), requires participating contractors to use Snugg Pro to complete audits, develop scope of work, predict energy savings, and submit projects to QA process.

Contractors must complete the Energy Friendly Homes Snugg Pro Training as part of participation onboarding.

The process for home energy retrofits for the Energy Friendly Homes Program is detailed in the [Snugg Pro Guide](#).

## ENERGY TRUST OF OREGON INCENTIVE PROCESS

Energy Trust of Oregon has designed a process to support Energy Friendly Homes Program participating contractors to submit incentives for processing.

### Step 1: Confirm Project Eligibility

- Project must receive funding from PCEF’s Energy Friendly Homes Program.
- Home type:
  - Single-family (site-built or manufactured)
  - Attached residential (duplex, triplex, fourplex, rowhome, townhome, side-by-side)
- Primary heating source must be from:

- Portland General Electric
- Pacific Power
- NW Natural
- Contractors are encouraged to use the Energy Trust of Oregon Incentive Calculator to review measure-specific requirements and incentive amount.

## Step 2: Contractor Requirements

- Must be enrolled as an Energy Trust trade ally
  - Need to enroll? Go to [Web.EnergyTrust.org/tradeallyenrollment](http://Web.EnergyTrust.org/tradeallyenrollment)

## Step 3: Gather Application Materials

- Before installation:
  - Terms and Conditions signed by both contractor and customer
- After installation:
  - SnuggPro Energy Audit Report (SnuggPro data), including:
    - Pre- and post-installation photos
    - Site information
    - Work Order with Energy Trust itemized incentive deductions included
  - Documentation that the project has been completed (i.e., QA report from Burch Energy or Energy Friendly Homes payment approval notification) confirmation that the project has been approved for payment

## Step 4: Submit Application

- Email all required materials to [energyfriendlyhomes@energytrust.org](mailto:energyfriendlyhomes@energytrust.org):
  - [Energy Trust Customer/contractor terms and conditions form](#)
  - SnuggPro Energy Audit Report and photos
  - Payment approval notification from Energy Friendly Homes Program

## Step 5: Incentive Processing

- Payments take 4-6 weeks to process, after Energy Trust has received all necessary documentation. Please ensure all documents are complete to avoid delays.

## ONE-YEAR LABOR WARRANTY

Participating contractor will warrantee for one (1) year from the date work has been accepted (QA Approval date) that it will promptly repair, correct, replace, and re-perform any work that fails to conform to the contract at no additional cost to the client.

Any warranty work shall be promptly corrected and shall be warranted for one (1) additional year from the date of repair, correction, replacement, or reperformance of such work, which one (1) additional year shall be considered the Warranty Period.

Written communication to participating contractor specifying defective or otherwise nonconforming work that appears either during the progress of the work or during the warranty period after acceptance of the completed work for use or operation shall be deemed sufficient notice to participating contractor to promptly remedy the defect or nonconformity as required by this Agreement.

Participating contractor further warrants that all materials furnished and work supplied will be fit for the purpose intended and will be free of any defects in material and workmanship.

Participating contractor shall apply for all heating, cooling and water heating manufacturer's warranties for the client. They will identify in writing all third-party or original equipment manufacturer warranties that participating contractor receives in connection with the work and will pass through to the client and the benefits of all warranties.

## PERMITS-LICENSES-SAFETY

The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work as required by the state, city or local permitting requirements. In the performance of the work to be done under this Contract, the contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The contractor shall use no means or methods which will unnecessarily endanger either persons or property.

Contractor is responsible for finalizing all permits before project completion.

## CONSTRUCTION LIEN NOTICE

A construction lien is a legal tool that allows participating contractors and their subcontractors to claim payment for work, materials, or services that improve a property. If payment is not received, a lien can be filed against the property to secure compensation. This process ensures that those who contribute to permanent improvements are fairly paid for their efforts.

Oregon's lien laws are designed to protect contractors who perform work that enhances the value of property. They provide a legal pathway for recovering unpaid debts related to construction work. To preserve the right to file a lien, participating contractors must

follow specific notification procedures. Contractors with a direct contract exceeding \$2,000 must provide an "[Information Notice to Owner](#)." Failure to deliver this notice forfeits the right to file a lien. The program requires all participating contractors to provide the Information Notice to clients that they will perform work on their property.

To learn more about construction liens and contractor's rights, information is available on [CCB website](#).

## PCEF REPORTING AND WORKFORCE REQUIREMENTS

Contractor agrees to adhere to the following reporting and workforce requirements as a provision of receiving and distributing funds from the Portland Clean Energy Community Benefits Fund ("PCEF").

Participating contractors will need to provide regular reporting to meet these requirements:

### **Contractor Business Reporting**

- Upon enrollment, in the Contractor Application, the contractor is required to provide details on their business needed to satisfy PCEF reporting requirements.
- Contractor Application must be completed fully.
- Application needs to be completed only once.

### **Worker Enrollment**

- To support PCEF's worker reporting requirements, contractor must enroll all workers receiving payment on the project. This includes any subcontractors' workers. Office staff are exempt so hours and wages for office staff do not need to be reported.
- Each worker must complete the [Register a Worker form](#) using a Worker Unique ID.
  - ID can be unique to your organization and can be anything you want to use for reporting purposes.
  - Your worker Unique IDs should be recorded for future invoicing.
- Workers only need to be enrolled once, however, if the worker's wage changes, you must notify the Program of the change.

### **Wage and Hours Reporting**

PCEF Minimum Wage Reminder: Anyone doing PCEF-funded work will be paid no less than the PCEF minimum wage, calculated at 180% of [State Minimum Wage](#). These rates are adjusted annually on July 1<sup>st</sup>.

- Wages and Hours are reported on the final project invoice.

- **Reporting on the invoice must include the following:**
  - Worker Unique ID
  - Total hours worked on project
  - Rate paid per hour
  - Subcontractor name and amount paid on project

The program will report to PCEF total hours and rates for each Worker Unique ID for dollars paid through the previous quarter.

See [Sample Invoice](#).

### **Subcontractor Enrollment**

- Contractor must enroll all subcontractor companies receiving payment on the project.
- Each subcontractor must complete the [Register a Subcontractor form](#).
- Subcontractors only need to be enrolled once.

### **Subcontractor Reporting**

- Total dollars passed through to subcontractors are reported on the final project invoice.
- **Reporting on the invoice must include the following:**
  - Subcontractor company name
  - Total dollars passed through to subcontractor

The program will report to PCEF total for dollars paid through the previous quarter.

See [Sample Invoice](#).

## **WORKFORCE UPDATES**

Contractors must ensure that the program staff are notified of any changes to internal workforce who are assigned to work on program projects. Contractor can notify Project Coordinators and Energy Specialist.

Examples of these updates include:

- Workforce turnover
- New hire who will be working on the project related to the program

## TRAINING

### BUILDING PERFORMANCE INSTITUTE – BUILDING ANALYST PROFESSIONAL

To become an Energy Friendly Homes Program participating contractor, the contractor must work with at least one BPI Building Analyst Professional. The BPI BA-P certified individual must be the person responsible for completing the home energy assessment test-in and test-out in every project and for overseeing the scope of work development and project installations.

BPI BA-P certification can be obtained through the following institutions:

- [BPI Training — EnerCity Collaborative](#)
- [Building Performance Institute, Inc. | Building Science Principles](#)
- [Oregon Training Institute](#)
- [Building Performance Center](#)
- [Green Training USA](#)
- [Everblue Training](#)

### SNUGG PRO TRAINING

As part of the onboarding requirements, participating contractors will go through one-on-one Snugg Pro training with program staff. The training will cover inputting project data, modeling jobs, creating recommendations, attaching files and pictures, submitting scope of work to QA Provider, and scheduling final QA inspection.

In addition, all contractors should be familiar with the free online training through Snugg Pro: <https://SnuggPro.com/webinars/training>.

### SAFE AND RESPECTFUL WORKFORCE TRAINING

As part of PCEF and onboarding requirements, all contractors and their crews who work on PCEF-funded projects must watch the Safe and Respectful Workforce Training which is available on PCEF's [website](#). Training is available in English and Spanish captions.

### CULTURAL COMPETENCY TRAINING

Cultural Competency training is an onboarding requirement. The training equips contractors with the skills to respectfully and effectively work with clients, coworkers, and communities from diverse cultural backgrounds. It involves understanding how

culture influences communication, behavior, and expectations, and promotes inclusive practices that help build trust and reduce misunderstandings. It is especially important when working in diverse communities or with multilingual households.

## ENERGY FRIENDLY HOMES MEDIA TRAINING

Since the Energy Friendly Homes Program is part of the PCEF programs which are publicly funded, participating contractors might be approached by media personnel to provide statements and information about the program. The media training will help equip contractors with what to do and who to contact if this occurs while they are performing work for the Energy Friendly Homes Program.

## WORK-SHED REQUIREMENTS

People and businesses receiving PCEF-funded workforce development or contractor development/support services (training, mentoring, hiring and retention grants, stipends, etc.) must be located in the Portland metropolitan statistical area (MSA) (aka work-shed). The Portland MSA includes Multnomah, Clackamas, Washington, Clark, Skamania, Columbia, and Yamhill counties.

Participating contractors and workers completing **retrofits** through the Energy Friendly Homes Program are **not required** to be located within the work-shed.

Contractors and workers receiving benefits through our **workforce development** and training programs **are required** to reside in the work-shed. This includes those receiving BPI training and/or training dollars, OJT training participants, technical training attendees, equipment funding grantees and equipment library recipients.

## ON-THE-JOB TRAINING PROGRAM

TBD

## EQUIPMENT GRANT PROGRAM

### PROGRAM SUMMARY

The Energy Friendly Homes Program provides Equipment Grants to support contractors participating in the Energy Friendly Homes Program. The program is available to qualifying contractors who, if approved, will be eligible for grants of a maximum up to \$20,000 each to purchase the equipment needed to meet program home energy retrofit requirements. The Equipment Grant is either paid in full or in part by Evergreen with

program funding depending on scoring criteria and is subject to available program funding.

Equipment Grants are intended to lower barriers that prevent contractors from fully participating in energy efficiency markets and to ensure high-quality and timely project completion across the Energy Friendly Homes Program.

## **PARTICIPATION CONDITIONS**

- Equipment must be used primarily for Energy Friendly Homes Program retrofits.
  - Contractors receiving Equipment Grants are not eligible to use the Program Equipment Lending Library.
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## **ELIGIBILITY**

Contractors must be a participating contractor in the Energy Friendly Homes Program or are in the process of applying to become part of the retrofit program. However, the contractor will not be approved for an Equipment Grant prior to being approved for the retrofit program.

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## **USE OF FUNDS**

Grant funds shall be used solely to purchase eligible energy-retrofit equipment, including diagnostic tools, heat-pump installation equipment, and weatherization instruments. Purchased equipment must be used primarily for Energy Friendly Homes Program retrofits. Equipment may not be resold, leased, or used for unrelated business purposes during this period.

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## **DISBURSEMENT AND DOCUMENTATION**

Grants will be delivered in two payments. Approximately half of the requested payment will be paid as an advance prior to the purchase of the equipment. The remaining funding will be paid as a reimbursement once the applicant has purchased and received

their equipment. To receive the second portion of the Grant, contractor must submit a copy of receipts marked "paid" within 30 days of purchase.

Payment will be delivered within 30 days of approval through the payment method for their existing account with the Program. In no instance will the program reimburse costs that are greater than the total approved grant award or in excess of \$20,000.

Evergreen reserves the right to deny reimbursement for unapproved or undocumented purchases.

Contractors must retain all records for five years for audit purposes.

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## **CONTRACTOR PRIORITIZATION AND EVALUATION FRAMEWORK**

To ensure that Equipment Grants are distributed equitably and in alignment with program goals, applications will be evaluated using a structured prioritization process.

All eligible contractors may apply; however, priority will be given to applicants demonstrating characteristics consistent with small or emerging businesses, new market entrants, and active program participation.

Evaluation will be based on the following criteria:

**Efficiency:** Contractors who are newer to the energy efficiency field and actively building technical skills in relevant training, certification, or mentorship. Recognizes both new entrants and early-stage firms developing capacity to perform retrofit work.

**Business Size and Resources:** Businesses that face barriers accessing capital, equipment, or training opportunities to build capacity in energy efficiency.

**Micro Firms 1-3 employees and/or \$0-\$500,000 in annual revenue**

**Small Firms 3-5 employees and/or \$500,000-\$1 million in annual revenue**

**Growing Firms 5-9 employees and/or <\$2 million in annual revenue**

**Expanding Services and Access:** Contractors adding new scopes of work aligned with Energy Friendly Homes measures (Heat Pumps, Heat Pump Water Heaters,

Weatherization, and Home Energy Assessments) or who provide services in multiple languages to improve homeowner access.

**Program Participation and Training:** Recognizes contractors' active engagement in Energy Friendly Homes learning opportunities that build technical knowledge and field readiness. Participation may include BPI certification courses, quarterly technical trainings, mentorship sessions, safety workshops, or other approved industry-recognized training related to energy retrofit work.

**Statement of Need and Workforce Growth:** Applicants are strongly encouraged to provide a statement of need 500 words or less, in the language of their choice, describing:

- What equipment is needed and how will it support their business operations or ability to complete Energy Friendly Homes retrofit projects?
- How the equipment will help them retain or expand their workforce, including the creation of new employment opportunities or participation in the Energy Friendly Homes On-the-Job Training (OJT) program?
- What barriers have prevented them from purchasing the equipment independently (cost, access to financing, or limited revenue)?

The application will allow the applicant to request to record a verbal statement or to conduct a phone call with our Project Coordinator and can include access to a translator. Each application will be scored using the internal Equipment Grant Scoring Rubric. Final award decisions will be made by Evergreen Energy Partners and may consider available funding, regional coverage needs, and contractor readiness to perform Energy Friendly Homes Program retrofits.

- [Equipment Grant Application](#)
- [Equipment Grant Terms and Conditions](#)

## EQUIPMENT LENDING LIBRARY

### PROGRAM SUMMARY

The Energy Friendly Homes Program provides tools to support contractors interested in participating in the Energy Friendly Homes Program. The Energy Friendly Homes

Equipment Lending Library provides temporary loans of diagnostic tools and energy auditing equipment for temporary use by residential contractors.

## **PARTICIPATION CONDITIONS**

- Contractors may request to borrow diagnostic tools from the Equipment Lending Library by submitting a short [Equipment Lending Request Form](#) to the program.
- Approved requests will receive confirmation of pick-up and return dates from an Energy Specialist or Community and Field Manager.
- Borrowed equipment must be returned by the agreed-upon due date in clean and working condition with all accessories included. The Energy Specialist will document the loan period, inspect each item upon return, and record the condition of all equipment.
- All tools are subject to periodic maintenance and calibration to ensure accuracy and safety. Contractors agree to cooperate with staff during any inspections or recall of borrowed items for servicing.

## **ELIGIBILITY**

Contractors must maintain an active CCB license and provide photo ID.

## **LOAN PERIOD AND EXTENSIONS**

- Standard lending period: **30 days**
- Extensions: available **only if no waitlist** exists
- Loans may be renewed once at Evergreen's discretion.

Borrowers must return all items by the agreed-upon date to avoid suspension of future borrowing privileges.

## **BORROWER RESPONSIBILITIES**

- Use the equipment primarily for approved home-energy retrofit or training work.
- Operate tools safely and only by qualified personnel.
- Maintain equipment cleanliness and return all components in good order.
- Immediately report any loss, theft, or damage to the EFH team (within 5 days).
- Cooperate with Evergreen in any investigation or insurance claim.
- Borrowers assume full responsibility for the safe handling and operation of all equipment.

## LOSS, THEFT, OR DAMAGE

- Borrowers must notify Evergreen within five (5) calendar days of any incident.
- Evergreen will file any necessary police report; borrower cooperation is required.
- Replacement or repair costs may be invoiced at Evergreen’s discretion, subject to a **case-by-case hardship review** to avoid undue financial burden.
- Repeated or negligent damage may result in suspension from the Lending Library.

## INSPECTION AND RETURN

Upon return, Energy Specialists will verify:

- All components are present and functional.
- Equipment is clean and properly organized.
- Any issues or missing parts are documented.

Contractors may be temporarily ineligible to borrow additional tools until discrepancies are resolved.

## MAINTENANCE AND CALIBRATION

Evergreen is responsible for annual or semi-annual calibration and replacement of consumables (e.g., DuctMask tape, fog fluid). Borrowers are responsible for routine cleaning and organizing tools before return. Evergreen will inspect and log each item after every loan.

## NON-PERFORMANCE OR MISUSE

- Failure to return equipment within 30 days.
- Misuse or unsafe operation of tools.
- Failure to notify the Energy Friendly Homes Program of loss, theft, or damage.

Evergreen may suspend the borrower’s access pending review. Repeat violations may result in permanent ineligibility.

- [Equipment Lending Library Request Form](#)
- [Equipment Lending Library Terms and Conditions](#)

## QUALIFYING TRADES LIST

TBD

## FIELD SAFETY

Workplace safety is of paramount importance to the Energy Friendly Homes Program and is expected to be a priority for all participating contractors. All contractors should be OSHA certified. The Energy Friendly Homes Program will focus on the care and safety that contractors need to be aware of while implementing program measures such as insulation, HVAC, and water heaters. These include but are not limited to:

- Maintain emergency supplies including a first aid kit, eye wash, blood-borne-pathogen kit and fire extinguisher.
- Provide emergency information in vehicles and at job sites including emergency contact lists, MSDS sheets, OSHA posters, copy of company safety and health programs, training records and toolbox/tailboard safety meeting records.
- Ensure proper storage of all flammable gases and liquids.
- Identify fire hydrant location(s).
- Train and require employees to use power tools properly.
- Train and require employees to use fall protection when required.
- Confirm that tools are equipped with the required guards, cutoffs, kill switches and anti-restart functioning.
- Provide and require the proper use of personal protective equipment (PPE) as it relates to each tool and or jobsite.
- Pay special attention to Combustion Appliance Zone(s) in the home. Areas of concern include the space the water heater, furnace, wall/floor heater, and/or boiler is located, and the location of gas or wood fireplace, gas stove, gas oven, gas broiler, and gas dryer are located.
- Properly store and dispose of all hazardous substances.

## PERSONAL PROTECTIVE EQUIPMENT (PPE)

Below are examples of the minimum personal protective equipment (PPE) recommended for workers. PPE gear may include, but not limited to the following:

- Hard hats
- Safety vests
- Mask
- Gloves and sleeves
- Hearing protection
- Eye protection
- Closed-toe shoes

- Coveralls
- Personal Combustion Monitors

## RESIDENTIAL HOME AIR QUALITY CONCERNS AND PROTOCOLS

Participating contractors should be sensitive to maintaining and improving the air quality of the homes they work on, as the air quality of homes is a critical factor to consider when installing weatherization measures. Refer to PCEF Installation Checklists for requirements surrounding proper venting, moisture protection and water diversion.

## HEAT ILLNESS PREVENTION

As part of the program's commitment to safety and regulatory compliance, all participating contractors must follow Oregon OSHA's heat illness prevention rules when working in warm environments.

### General Requirements (Heat Index $\geq$ 80°F)

- **Access to Shade:**  
Contractors must ensure that employees have access to shaded areas that are open to the air or ventilated. Shade should be near work areas and large enough to accommodate all employees during breaks.
- **Drinking Water:**  
Cool or cold potable water must be readily available. Workers should be able to consume at least 32 ounces per hour. Water must be **66–77°F (cool)** or **35–65°F (cold)**.
- **Employee Training:**  
Annual heat illness prevention training is required. It must be provided in a language the employee understands and include:
  - Signs and symptoms of heat illness.
  - Prevention strategies.
  - Reporting procedures.
  - Emergency response steps.

### High-Heat Procedures (Heat Index $\geq$ 90°F)

- **Rest Breaks:**  
A 10-minute cool-down break must be provided in the shade every two hours. More frequent breaks may be required as temperatures increase.

**Emergency Response:**

Contractors must have a written plan in place outlining what to do in the event of a heat-related emergency.

## HOME LIVABILITY CONDITIONS

Contractors may encounter clients who face challenges with item collection. Clearing out possessions requires physical ability, time and often financial resources that many clients may not have. We all know how difficult it can be to clean out our own basements or closets! Sometimes, however, excessive item collection may indicate a mental health condition called Hoarding Disorder, where individuals have persistent difficulty discarding or parting with possessions. The clutter may significantly limit the use of living spaces.

**Signs of Potential Collection Struggles:**

- Rooms are filled with items, often stacked dangerously or blocking doorways and windows.
- Narrow pathways are carved through piles of possessions.
- Items may include newspapers, mail, clothing, containers, or even trash, but are often not decayed or biologically hazardous.
- The person may seem emotionally attached to items that appear worthless.
- The structure and fixtures (plumbing, electrical, HVAC) may be inaccessible but not necessarily filthy.
- Odor might be mild or absent; infestations may or may not be present.

When working in homes affected by collecting struggles, it's important to treat clients with dignity and professionalism. Use neutral, nonjudgmental language, focus on safety rather than blame, and maintain a calm, respectful demeanor. Don't use labels like "hoarder" or "filthy," make jokes, show disgust, or rush the client. Don't move clients' items without their permission.

Do ask the client if they would like help sorting and removing some items. You may also reach out to the program if you need support or extra help managing the situation.

## HARASSMENT

Any form of violence or harassment in the workplace is strictly prohibited, including, but not limited to:

- Physical or sexual assault
- Threats to harm a person or their property
- Property damage
- Verbal or psychological abuse

All contractors and workers should report any suspected or confirmed instances of prohibited activities to the Energy Friendly Homes Program. Contractors or workers should avoid confrontations and contact their Energy Specialist immediately.

If a contractor or worker has engaged in prohibited activities, their program participation agreement with the Energy Friendly Homes Program is subject to termination. Workers/ employees who engage in prohibited activities are subject to immediate termination at the discretion of the contractor. Furthermore, depending on the severity of the act, the individual may be subjected to legal criminal charges.

## PROGRAM PAUSE OR REMOVAL PROCESS

Program staff are committed to upholding the goals of the Energy Friendly Homes Program and expect that participating contractors will adhere to all requirements outlined in the Contractor Handbook. If the program determines that a contractor has not adhered to program requirements, the contractor's lead assignments may be paused or the contractor may be removed from the program. The following are some examples of issues that could trigger the "Program Pause or Removal Process."

- Unresolvable disputes between the contractor and client, program staff, or QA Provider (e.g., poor quality or incomplete work, lack of responsiveness or professionalism, theft, etc.).
- Loss of licenses, credentials or coverage such as CCB or LBPR license, workers' compensation or liability insurance, BPI or HERS certifications.
- Noncompliance with the PCEF reporting or workforce and contractor requirements.

In all cases, the program will make reasonable attempts to help the contractor resolve the issue. If, however, the program determines that a contractor should be paused or removed from the program, the following process will be initiated:

- A recommendation will be made to PCEF staff.
- If PCEF staff approves, a letter will be delivered to the contractor informing them that their participation has been paused or that there is cause for their removal from the program.
- The contractor will have 30 days to appeal the decision by requesting a meeting with program and PCEF staff. Leads will be paused during this period.

- The contractor must deliver a written plan and timeline for resolving all outstanding issues to the program within 30 days of the meeting.
- The program will review the plan within ten business days of receipt.
- If the plan is approved, the contractor must resolve all outstanding issues according to the plan and notify the program when complete.
- The program will review and issue a final decision of inquiry dismissal or a formal notice of program removal within 30 days of contractor's notice of completion.

## APPENDIX 1: RESOURCES

[Blank Data Sheet](#)

[BPI Training — EnerCity Collaborative](#)

[Building Performance Center](#)

[Building Performance Institute, Inc. | Building Science Principles](#)

[CCB Website](#)

[Conflict Resolution Procedures](#)

[Contractor Participation Agreement](#)

[Current Income Thresholds](#)

[Eligible Measures List](#)

[Energy Trust Incentives Quick Guide for Contractors](#)

[Energy Trust Customer/Contractor Terms and Conditions Form](#)

[Energy Trust PCEF Incentive Calculator v1.0](#)

[Everblue Training](#)

[Green Training USA](#)

[Information Notice To Owner About Construction Liens](#)

[Installation Checklists](#)

[Notice of Critical Repair](#)

[Oregon Training Institute](#)

[Participating Contractors](#)

[Participation and Eligibility Requirements](#)

[PCEF Installation Checklists](#)

[PCEF Website](#)

[Portland city limits](#)

[Photo List](#)

[Register A Subcontractor Form](#)

[Register A Worker Form](#)

[Sample COI](#)

[Sample Invoice](#)

[Snugg Pro Guide](#)

[Snugg Pro Webinar Trainings](#)

[State Minimum Wage](#)

[Workforce and Contractor Equity Plan](#)

## APPENDIX 2: CONFLICT RESOLUTION

# Conflict Resolution Procedures

01/06/2026

## OBJECTIVE

The goal of this Conflict Resolution Procedures document is to promote fair, timely, and transparent resolution of issues while maintaining positive working relationships and supporting successful project outcomes and program goals.

## OVERVIEW

This document outlines procedures for identifying, managing, and resolving conflicts that may arise among clients, Program Contractors, workers, and the Energy Friendly Homes Program team.

This internal document outlines both the procedure as well as the reasoning. The relevant pieces of the procedure will be extracted for inclusion in the Contractor Handbook.

## FOUNDATIONAL PRINCIPLES

- The Energy Friendly Homes Program is committed to safe, inclusive, and respectful worksites.
- Timely, open, transparent, and truthful communication is expected from all program staff, clients, contractors, and workers.
- Clear, frequent, and respectful communication is the core of excellent customer service.
- Whenever possible, conflicts will be addressed promptly and through informal processes and open communication.
- Conflicts that require escalation will be addressed through a formal process.
- Misconduct, harassment, discrimination, threats, intimidation, or other unsafe behavior will be addressed promptly, fairly, and in compliance with the **City of Portland, Portland Clean Energy Community Benefits Fund (PCEF), Bureau of Labor and Industries (BOLI), and Occupational Safety and Health Administration (OSHA) requirements.**
- These efforts will align with [PCEF's Safe and Respectful Jobsite Policy](#).
- Under the **Occupational Safety and Health Act (OSH Act, Section 5(a)(1) "General Duty Clause")**, employers must provide a workplace free from recognized hazards likely to cause death or serious harm. This includes preventing harassment, bullying, intimidation, and workplace violence that create unsafe conditions.

## ZERO TOLERANCE POLICY

The Energy Friendly Homes Program maintains the following Zero Tolerance Policy to maintain safety for all participants including program staff, clients, contractors, and workers: All participants are prohibited from engaging in discrimination, including making derogatory comments, on the basis of a person's race, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age, or any other characteristic. All participants are prohibited from engaging in threats, intimidation, or other unsafe behavior against any other participant in the program. Severe misconduct (e.g., physical violence, hate crimes, or threats of harm) may result in immediate removal from the program and referral to appropriate authorities.

## ROLES AND RESPONSIBILITIES

In resolving any conflicts, the program team, clients, contractors, and workers must first start with their responsibilities:

### PROGRAM TEAM RESPONSIBILITIES

- Program implementers will abide by their contractual responsibilities to the City of Portland and to uphold the rules, procedures, and processes outlined on the website EnergyFriendlyHomes.com and in supplemental documentation, including, but not limited to, the Contractor Handbook, Contractor Agreement, Client Participation and Eligibility, Client Participation Terms and Conditions, and Energy Friendly Homes Program Eligible Measures and PCEF Installation Checklists.
- The Energy Friendly Homes Program will clearly communicate eligibility, process steps, and client responsibilities from the start to prevent misunderstandings.
- If program changes are made that affect the client process, the program will notify the client through their preferred method of contact within five business days of the change. No changes will affect the terms and conditions of participation once the Participation Agreement has been signed.
- If program changes are made that affect the contractor process or participation, the program will notify participating contractors 30 days prior to implementing the change.
- Program staff will respond to written and voicemail client and contractor inquiries within one business day.

- Energy Friendly Homes Program representatives will treat each participant, including clients, contractors, and workers, with respect and dignity.

## CONTRACTOR RESPONSIBILITIES

- Contractors must:
  - Adhere to all requirements outlined in the [Contractor Handbook](#) and the [Participation Agreement Terms and Conditions](#).
  - Adhere to CCB licensing requirements including providing clients with CCB consumer protection notices including but not limited to the Notice of Right to Rein.
  - Post OSHA worker rights and PCEF contact information in multiple languages.
  - Post policies and worker rights (including OSHA, BOLI, and Equal Employment Opportunity Commission [EEOC] rights) on site.
  - Ensure reporting options are available in workforce languages.
  - Retain compliance records for five years in compliance with BOLI.
  - Contractors must ensure training in PCEF Safe and Respectful Jobsite practices, bystander intervention, and OSHA.
  - Contractors are responsible for reporting serious incidents to the Energy Friendly Homes Program, PCEF, and, where required, OSHA or EEOC.
- Contractors should proactively raise concerns or questions to their Energy Specialist about requirements, payments, unclear direction, and/or challenging issues involving the project or client before situations escalate.
- Contractors should maintain professional communication, set clear expectations for work scopes, schedules, and costs in their contract with the client, and provide clients with contact information for both the contractor and Energy Friendly Homes Program support.
- Everyone has the right to be treated with respect and dignity and to be safe in their homes and on the job. Contractor and workers in the home have the responsibility to:
  - Be aware of what constitutes unacceptable behavior.
  - Not engage in unacceptable behavior.
  - Intervene as appropriate when experiencing or witnessing unacceptable behavior. In addition to trainings offered by the program, there are a

variety of bystander intervention resources available, including <https://riseup4equity.org/job-box/> and <https://www.ihollaback.org/bystander-resources/>.

- Document and report potential violations of unacceptable behavior.
  - Document the incident – for example, take a photo, record the time, collect names of witnesses, etc.
  - When possible, report to your supervisor and/or designated person from management or human resources.
- Contractors are strongly encouraged to address minor issues promptly and respectfully before they develop into larger disputes.

## CLIENT RESPONSIBILITIES

- Clients of the Energy Friendly Homes Program are required to adhere to all requirements outlined in the Client Participation Terms and Conditions, including the following:
  - **Access to Residence:** Program staff, partners, and contractors will need access to all areas of the residence to inspect current conditions and determine appropriate retrofits for the residence and complete the work. Additional inspections may also be required after installation is complete to ensure proper installation or to verify energy savings.
  - **Non-discrimination:** You will provide a safe, respectful, and inclusive work environment for all contractor and program staff who support your project and provide a workspace safe from environmental hazards. You will also comply with all applicable federal, state and City non-discrimination and civil rights laws. You will not unlawfully discriminate on the basis of any protected class or characteristic including race, color, national origin (including limited English proficiency), sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income.
  - **Hold Harmless:** You will hold harmless the program, the City of Portland, Program Implementers, and their respective officers, employees, and representatives, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of your actions, errors, or omissions in connection with the Program, including without limitation your use,

placement, and/or modification of any tools, equipment, appliances, or supplies provided by or on behalf of the Program.

- **Photo Release:** Energy Friendly Homes Program staff or partners will take photos and videos of the residence throughout the course of the project to document compliance with program rules.
  - **Energy Information Release:** Clients will be required to authorize representatives of the Energy Friendly Homes Program to access energy usage data gathered by their utility companies including access to electric and natural gas accounts, and thermostat usage information at the address where the work is performed.
  - **Tax Liability:** Clients are solely responsible for any tax liability associated with the receipt incentive payments or any other benefits of program participation, including but not limited to home improvements. Participants should speak with a qualified independent tax professional to determine the potential tax implications before participating in this program.
- Clients are also responsible for their contractual obligations under their contract with the contractor and to meet all eligibility requirements for participation.
  - Clients should proactively raise concerns or questions about requirements, unclear direction, and/or challenging issues with program staff (and/or their Client Navigator, as applicable) before situations escalate.

## INFORMAL RESOLUTION

The following table shows who to contact. In all cases, anyone can contact the program at [info@EnergyFriendlyHomes.com](mailto:info@EnergyFriendlyHomes.com) or 971.399.7742 for support.

<b>Contractor Concern</b>	<p>Contractors should first contact the client directly to discuss any concerns that arise on a project.</p> <ul style="list-style-type: none"> <li>● If a Client Navigator has been assigned to the client, they should be involved in all discussions regarding the concern.</li> <li>● If a contractor has a concern about a client’s behavior or home environment and does not feel comfortable discussing it</li> </ul>
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	<p>directly with the client, the contractor should contact their Energy Specialist or Client Navigator.</p>
	<p>If the concern is related to Energy Friendly Homes Program staff, the contractor should elevate their concern to the Program Director or PCEF staff.</p>
<p><b>Client Concern</b></p>	<p>Clients should first contact the contractor directly to discuss any concerns about work quality, project timelines, or customer service. If a Client Navigator has been assigned to the client, they should be involved in all discussions regarding the concern.</p>
	<p>If a client does not feel comfortable speaking directly with the contractor, the client should contact their Client Navigator (if one has been assigned) or contact the Energy Friendly Homes Program local support team who can answer questions and provide direct support at 971.399.7742. The client can request language interpretation to support their request.</p>
<p><b>Worker Concern</b></p>	<p>If the worker on an Energy Friendly Homes Program project is experiencing misconduct or is unable to resolve a concern with their employer, the worker can contact their Energy Specialist or a Project Coordinator at <a href="mailto:info@EnergyFriendlyHomes.com">info@EnergyFriendlyHomes.com</a> or 971.399.7742.</p>
	<p>The worker can request language interpretation to support their request.</p>

**DISCUSS THE CONCERN**

- As part of this discussion, all parties should be prepared to<sup>1</sup>:
  - Define the source of the conflict. Both parties should have the chance to share their perspective of what caused the issue while focusing on the facts of the situation.
  - Make a good-faith effort to clarify misunderstandings and review any documentation together.
  - Request solutions. Both parties should have the opportunity to identify how the situation could be changed to resolve the conflict.
  - Determine if additional support is needed or would be helpful. Escalate to the Community and Field Manager and Program Manager for support.
  - Identify solutions both parties can support.
  - Document notes from the conversation to provide a written record and transparency. The program team will ensure these notes are saved to the project file.
- As the discussion takes place, it is vital to consider that people from different cultures often approach conflict in their own ways. Some lean toward more indirect communication, while others prefer to address issues in a straightforward manner. Understanding these differences and being culturally sensitive to them can make conflict-resolution efforts far more successful.
- If the issue cannot be resolved directly, any party may request assistance from the Energy Friendly Homes Program team at [info@EnergyFriendlyHomes.com](mailto:info@EnergyFriendlyHomes.com) or 971.399.7742.
- The program will review the matter, which may include site inspections, document review, or interviews.
- The program will, within its scope of authority, identify solutions both disputants can support. Senior program staff will review the concern and attempt to resolve it informally through clarification, documentation, or corrective action where appropriate. This will include a timely investigation followed by a discussion with both parties (and the Client Navigator, as applicable).

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<sup>1</sup> The American Management Association has more information available in the "[Five Steps to Conflict Resolution](#)."

- If the issue cannot be resolved informally, the issue will move to formal conflict resolution.

## FORMAL CONFLICT RESOLUTION

**This section contains the following:**

- Reporting Incidents
- Corrective Action
- Negotiated Resolution

## REPORTING INCIDENTS

If the program team, client, contractor, or worker is unable to resolve the conflict informally, an [Incident Report](#) should be filed.

The report can be submitted electronically.

Reporting Pathway	How to File a Report
<p><b>1. Program Reporting</b></p>	<p>Complete an <a href="#">Incident Report</a></p> <ul style="list-style-type: none"> <li>• The program will acknowledge receipt and issue a written response within 10 business days.</li> </ul>
<p><b>2. PCEF Direct Reporting</b></p>	<p>The program team will notify PCEF of the incident. However, a client, contractor, or worker is also able to submit an incident directly to PCEF:            Email <a href="mailto:CleanEnergyFund@portlandoregon.gov">CleanEnergyFund@portlandoregon.gov</a>            Phone: <b>503.823.7713</b></p>
<p><b>3. External Reporting Options</b></p>	<p>Clients, contractors, and workers also have access to these resources:</p> <ul style="list-style-type: none"> <li>• <b>Oregon Construction Contractors Board</b> – File a complaint and request project or contractor related support  <a href="https://www.oregon.gov/ccb/pages/consumer-tools.aspx">https://www.oregon.gov/ccb/pages/consumer-tools.aspx</a></li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Oregon OSHA</b> - Confidential safety complaint: <b>1.800.922.2689</b></li> <li>• <b>BOLI Civil Rights Division</b> - Employment discrimination form: <a href="http://oregon.gov/boli">oregon.gov/boli</a></li> <li>• <b>EEOC (U.S. Equal Employment Opportunity Commission)</b> - File at <a href="http://www.eeoc.gov">www.eeoc.gov</a> or call 1.800.669.4000</li> <li>• <b>Oregon Hate/Bias Crime Hotline</b> - 1.844.924.BIAS (2427)</li> <li>• <b>City of Portland Office of Equity &amp; Human Rights</b> – 503.823.4433</li> <li>• <b>Portland Police Bias Crimes Investigations</b> – 503.823.0400</li> </ul>
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***Investigation and Response***

- All reports will be documented and investigated promptly, thoroughly, and impartially by the Energy Friendly Homes Program Manager and PCEF Program Manager.
- Investigations will capture date/time, location, people involved, description of incident, harm/impact, and witnesses.
- Retaliation against anyone who submits a report or participates in an investigation is prohibited under OSHA Section 11(c), BOLI, EEOC, and the Energy Friendly Homes Program policy.
- Findings and corrective actions will be communicated to all relevant parties.

***Support and Restorative Practices***

- Impacted clients, contractors, and/or workers will be supported with clear communication of rights, anti-retaliation protections, and available resources.
- Where appropriate, restorative justice practices may be used to support healing, accountability, and reintegration.
- Clients, contractors, and/or workers may request support or protective measures during and after investigations.

## CORRECTIVE ACTION

Corrective actions may include training, reassignment, program pause or removal, or other negotiated resolution. Severe misconduct (e.g., physical violence, hate crimes, threats of harm, illegal activities) may result in immediate removal from the program and referral to appropriate authorities.

Corrective action is determined by role:

<p><b>Client</b></p>	<p>If the matter is not resolved by good-faith negotiation and/or the client is found in violation of the Energy Friendly Homes Program Participation Terms and Conditions, the project will be deemed ineligible, and the funding reservation will be released.</p> <ul style="list-style-type: none"> <li>• The client is responsible for any and all obligations under their contract with the contractor.</li> <li>• The program will work with the contractor to address outstanding costs on the project if the SOW has already been approved and the construction has already begun.</li> <li>• Clients will not be allowed to return to the program.</li> </ul>
<p><b>Contractor</b></p>	<p>If the program determines that a contractor has not adhered to program requirements outlined in the <a href="#">Contractor Handbook</a> and the <a href="#">Participation Agreement Terms and Conditions</a>, the contractor’s lead assignments may be paused, or the contractor may be removed from the program. The following are some examples of issues that could trigger the “Program Pause or Removal Process.”</p> <ul style="list-style-type: none"> <li>• Unresolvable disputes between the contractor and client, program staff, or Quality Assurance Provider (e.g., poor quality or incomplete work, lack of responsiveness or professionalism, theft).</li> <li>• Loss of licenses, credentials, or coverage such as Construction Contractors Board (CCB) or Certified Lead Based Paint Renovation (LBPR) license, workers’ compensation or liability</li> </ul>

	<p>insurance, (Building Performance Institute (BPI) or Home Energy Rating System (HERS) or other required certifications.</p> <ul style="list-style-type: none"> <li>• Noncompliance with the PCEF reporting or workforce and contractor requirements.</li> </ul> <p>In all cases, the program will make reasonable attempts to help the contractor resolve the issue. If, however, the program determines that a contractor should be paused or removed from the program, the following process will be initiated:</p> <ul style="list-style-type: none"> <li>• A recommendation will be made to PCEF staff.</li> <li>• If PCEF staff approve, a letter will be delivered to the contractor informing them that their participation has been paused or that there is cause for their removal from the program.</li> <li>• The contractor will have 30 days to appeal the decision by requesting a meeting with the program and PCEF staff. Leads will be paused during this period.</li> <li>• The contractor must deliver a written plan and timeline for resolving all outstanding issues to the program within 30 days of the meeting.</li> <li>• The program will review the plan within 10 business days of receipt.</li> <li>• If the plan is approved, the contractor must resolve all outstanding issues according to the plan and notify the program when complete.</li> <li>• The program will review the resolutions and issue a final decision of inquiry dismissal or a formal notice of program removal within 30 days of notice of completion of the plan by the contractor.</li> </ul>
<b>Worker</b>	<p>If the matter is not resolved by good-faith negotiation and/or the worker is found to be in violation of the <a href="#">Contractor Handbook</a> and</p>

	the <a href="#">Participation Agreement Terms and Conditions</a> , the worker will be removed from the program. The worker will lose all access to benefits from the program, including opportunities for training, On-the-Job Training Grants, and the ability to work on Energy Friendly Homes Program projects.
	Additionally, the program will notify the worker’s employer of findings and reasoning for removal from the program.

## NEGOTIATED RESOLUTION

If the Informal Resolution procedure and Corrective Action do not fully resolve the issue, the program, client, contractor, or worker can pursue Negotiated Resolution as defined by the terms of participation:

<b>Client</b>	<p>Clients may pursue dispute resolution as defined in the Terms and Conditions:</p> <ul style="list-style-type: none"> <li>• If the matter is not resolved by good-faith negotiation then the matter will proceed to mediation as set forth below.</li> <li>• Any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS (an impartial, internationally recognized alternate dispute resolution services provider <a href="https://www.jamsadr.com/">https://www.jamsadr.com/</a>), or its successor, for mandatory mediation.</li> <li>• Either you, any Program Implementer, or any other person or entity authorized to represent the program may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.</li> <li>• The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings.</li> </ul>
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	<ul style="list-style-type: none"> <li>• The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.</li> <li>• All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.</li> <li>• You (Client) irrevocably submit to the exclusive jurisdiction of the Multnomah County Circuit Court or the United States District Court in Portland, Oregon, to resolve any suit, action or proceeding arising out of or relating to this Agreement not resolved by negotiation or mediation, and confirms that such that the court has personal jurisdiction over you.</li> </ul>
<b>Contractor</b>	<p>Contractors may pursue dispute resolution as determined by the Participation Terms and Conditions:</p> <ul style="list-style-type: none"> <li>• Applicant irrevocably submits to the exclusive jurisdiction of the Multnomah County Circuit Court or the United States District Court in Portland, Oregon, to resolve any suit, action, or proceeding arising out of or relating to the PCEF Energy Friendly Homes Program Contractor Participation Agreement and confirms that such court will have personal jurisdiction over it.</li> </ul>
<b>Worker</b>	<p>Workers may pursue dispute resolution through the City of Portland, PCEF, BOLI, and OSHA requirements.</p>