

PROGRAM ALLY ESCALATION FRAMEWORK

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The following Escalation Framework overviews the processes that the MCCAC and Program Allies must adhere to if a conflicting situation arises.



**Municipal
Climate Change
Action Centre**

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1.0 Purpose

Municipal Climate Change Action Centre has created this Program Ally Escalation Framework to serve as a guide to ensure program expectations are met, that the MCCAC and the respective Programs are fairly represented to Albertans, and to clarify how breaches of the Program Ally Terms and Conditions or Program requirements will be handled.

This Escalation Framework describes program management processes for resolving issues regarding Program Ally conduct that arise during Program Participation. Participation in respective MCCAC Program's is managed by the Municipal Climate Change Action Centre.

2.0 Definitions

The following terms have the following meanings in this Framework:

- (a) **“Program Ally”** is a contractor, business or individual who has met the requirements outlined in the Program Ally Terms and Conditions and Onboarding Requirements and can complete Energy Audits through a respective MCCAC Program;
- (b) **“Program Ally Escalation Framework”** means this Program Ally – Escalation Framework which describes program management processes for resolving issues regarding Program Ally conduct that arise during Program Participation;
- (c) **“Terms and Conditions”** means the Program Ally Terms and Conditions;
- (d) **“Energy Audit Requirements”** outlines the requirements that Program Allies must adhere to when completing energy audits through a respective MCCAC program, including the methodology and requirements for the quantification of project energy savings and greenhouse gas emissions reductions;
- (e) **“MCCAC”** means Municipal Climate Change Action Centre;
- (f) **“Participant”** means a municipality who satisfies the respective MCCAC Program Application Requirements outlined in the respective Program Guidebook. Each Participant that satisfies the eligibility requirements of the Program is considered to be a Participant;
- (g) **“Personnel”** means all personnel involved in the development and/or provision of services and/or deliverables hereunder, whether they are employees, subcontractors or other agents of the Program Ally engaged in Program eligible Work;
- (h) **“Program Allies Directory”** is the list of Program Allies who have met the Program Ally Onboarding Requirements and are eligible to work with Participants through a respective MCCAC Program;
- (i) **“Program Ally Onboarding Requirements”** are the requirements that all prospective Program Allies must meet to be considered a Program Ally;
- (j) **“Program Staff”** means staff of the MCCAC who are involved in Program management and/or support the management of the Program Allies;
- (k) **“Respective MCCAC Program”** means either the Community Energy Conservation (CEC) Program or Municipal Energy Manager (MEM) Program. Approved Program Allies can complete energy audits through either Program.
- (l) **“Work”** means all services and compliance processes to be completed by the Program Ally on behalf of or Participant, as part of a respective MCCAC Program.

3.0 Guiding Principles

The following outlines the guiding principles that the escalation framework was developed on.

- a) **Transparency:** Ensure access to information
 - i. Provide Program Allies with information regarding responsibilities at the time of onboarding, and whenever clarification is requested.
- b) **Seek to Understand:** Listen effectively and respond with empathy
 - i. Recognize that participation in a respective MCCAC Program can have significant business impacts.
- c) **Responsibility:** Promote responsible market conduct
 - i. Corrective actions are to be planned and led by the Program Ally.
- d) **Accountability:** Confirm actions and set follow up dates
 - i. Obligations are enforced for the purpose of ensuring fair and consistent practices for all Program Allies and Program Participants.

4.0 Issue Identification and Escalation

When an issue arises or an instance of non-compliance with the Program Ally Terms and Conditions becomes known, the first step in all situations is to gather relevant information, seek clarification from affected parties, and ensure obligations are clearly understood.

There are three types of issues, each are detailed and categorized in Tables 1, 2 and 3 below.

a) **Type 1 - Issues involving program administration and program delivery (Table 1)**

Program Staff will attempt to resolve issues involving program administration and/or Program delivery through coaching when ever possible. Coaching includes following up with the primary contact of the Program Ally, communicating the issue, and agreeing on and documenting the corrective actions that are required within the stated timeframe. In most cases it will be considered reasonable to expect corrective actions within 10 business days.

If corrective action is not taken within the 10 business days, Program Staff are to issue a written notice to the Program Ally to explain that if there is no response action taken within 5 business days their inclusion on the Program Allies Directory will be suspended.

If the issue still cannot be resolved, or if the Program Ally remains unresponsive after 15 business days, then another written notice is issued to the primary contact stating that their status as a Program Ally has been suspended and outlining the actions that must be taken to be reinstated.

Program Staff may choose to escalate persistent program administration and/or Program delivery related issues and follow up action at their discretion based on the severity of impact to program delivery. A persistent program administration and/or program delivery related issue is an issue that continues to arise after coaching has been provided by Program Staff and which significantly impacts the timeline of a Project being completed for a Participant.

The MCCAC reserves the right to adjust the timelines required for corrective action and response by the Program Ally if special circumstances arise which require faster response times.

Table 1: Issues involving program administration and/or program delivery	
1	Customer service complaints from Program Participants or the public.
2	Deviations from Energy Audit standards/requirements as noted by Program Staff and documented in Energy Audit Requirements.
3	Non-compliant marketing practices or misrepresentation of relationship to the respective MCCAC Program or the MCCAC as noted by any member of the public.
4	Unresponsiveness to Participants or Program Staff (more than 10 business days) or disrespectful communication towards Participants or Program staff.
5	Significant deviations from industry standards or non-compliance with Energy Audit Requirements as identified by third party Program evaluators or by Program Staff.
6	No longer meeting the minimum Program Ally onboarding requirements. Onboarding requirements are verified at the time of onboarding or renewing and are required to be maintained. Program Staff may conduct periodic verification of the Program Ally requirements (e.g. WCB Alberta clearance) to ensure compliance.
8	Other issues that may arise during Program participation that are in non-compliance with the Terms and Conditions or Energy Audit Requirements.

b) Type 2 - Issues involving standards and regulations (Table 2)

Issues involving standards or regulations may be reported by external authorities, and they may also be identified by Program Staff or Participants and referred to the appropriate authority. Program Staff will cooperate with investigations by authorities as required.

Issues involving standards or regulations are to be immediately escalated to a MCCAC Program Manager. The MCCAC Program Manager will review and send a written notice to the primary contact of the Program Ally stating the issue that has been raised in relation to their company and allowing 10 business days for a response from the company. The MCCAC Program Manager responsible for the respective MCCAC Program will also make efforts to verify the information regarding the issue with the appropriate external authority involved.

If a response is not received from the Program Ally within 10 business days, or if the issue cannot be verified by an external authority, the Program Allies inclusion within the Program Allies Directory may be suspended until further information is provided, depending on the severity of the issue.

The MCCAC reserves the right to adjust the timelines required for corrective action and response by the Program Ally if special circumstances arise which require faster response times.

If verification is obtained that enforcement action has been taken by an external authority against a Program Ally, it will result in immediate removal of the Program Ally from the Program Allies Directory. Enforcement actions include penalties or charges laid which are the conclusion of an investigation. If a Program Ally is subject to an active investigation, it does not warrant removal from the Program Allies Directory until the investigation is complete. Upon removal, the MCCAC Program Manager responsible for the respective MCCAC Program will issue a written notice to the primary contact stating that their inclusion in the Program Allies Directory has been removed.

Table 2: Issues involving standards or regulations	
1	Issues of compliance with consumer protection legislation. The Consumer Investigations Unit investigates breaches of Alberta’s consumer protection legislation and takes enforcement action. Enforcement actions may include licensing actions, administrative penalties, undertakings, Director’s Orders, or court charges.
2	Issues of compliance with industry specific standards and regulations as reported by relevant industry associations (e.g. APEGA, ECAA, ASHRAE).
3	Issues of the Program Ally being able to complete Energy Audits due to lack of required staff or lack of industry qualifications/requirements (CEM, P.Eng designations).
4	Issues of code, permitting, or licensing compliance as reported by any local or provincial Authority Having Jurisdiction. This includes issues of health and safety.

c) Type 3 - Issues involving business operations (Table 3)

Issues involving business operations which affect the ability of the Program Ally to fulfill program obligations and support Participants’ involvement (e.g. Program Ally going out of business), are to be immediately escalated to the MCCAC Program Manger responsible for the respective MCCAC Program for documentation and follow up action. The Program Manager responsible for the respective MCCAC Program will review and send a written notice to the primary contact of the Program Ally stating the issue that has been raised in relation to their company and allowing 10 business days for a response from the company.

If a response is not received from the Program Ally within 10 business days, or if the issue cannot be resolved, the Program Allies inclusion within the Program Allies Directory may be suspended until further information is provided, depending on the severity of the issue.

The MCCAC reserves the right to adjust the timelines required for corrective action and response by the Program Ally if special circumstances arise which require faster response times.

If it is confirmed that program obligations can no longer be met by the Program Ally, it will result in immediate removal from the Program Ally Directory. Upon removal, the Program Manager responsible for the respective MCCAC Program will issue a written notice to the primary contact stating that their company’s inclusion within the Program Ally Directory has been removed. If circumstances change in the future, the Program Ally or any related business would be required to apply again for approval.

Table 3: Issues involving business operations	
1	Issues which affect the ability of the Program Ally to fulfill program obligations or commitments to Participants. This includes a Program Ally going out of business which may be communicated by the Program Ally to Program Staff or reported by Participants.

5.0 Documentation

When escalating an issue, the relevant information required to be documented includes:

- i. Names of parties affected;
- ii. What occurred, what methods of communications were exchanged between parties (Emails, phone calls, meetings, etc.), and the details of the communications;
- iii. Dates and timeline of events;
- iv. Description of the steps that have been taken to resolve the issue and reasons why a resolution has not been achieved;
- v. List of outstanding actions required to assist affected Program Participant(s); and
- vi. Identification if there is an external party involved (e.g. industry association, Consumer Investigations, regulatory authority).

6.0 Suspension

Suspension from the Program Ally Directory means that the Program Ally cannot participate in the respective MCCAC Program. Participating in the respective MCCAC Program includes being able to provide cost estimates and proposals to Participants, completing Energy Audits for Participants, or completing other Participant support.

After a suspension, a Program Ally can be reinstated when the following reinstatement criteria are met:

- a) Corrective action is taken for all outstanding issues;
- b) A documented quality management plan for how the issue(s) will be avoided in the future is provided;
- c) Proof of renewal of any outdated documentation (e.g. WCB Alberta clearance);
- d) Proof of completion is provided for any training recommended by Program Staff as a result of the suspension.

Reinstatement may also include being subject to additional quality assurance checks or reviews by Program Staff.

The MCCAC reserves the right, in its sole discretion, to apply the suspension of a Program Ally to (a) other Program Allies with common ownership or (b) another company with common ownership that is applying to be a Program Ally.

After a Program Ally has been suspended two times in one calendar year, a written notice will be sent to the primary contact explaining that the Program Ally has been permanently removed from the respective MCCAC Program and Program Ally Directory.

7.0 Removal

Removal from the Program Directory will result in the Program Ally Terms and Conditions being terminated. The Program Ally cannot participate in the respective MCCAC Program or offer services to Participants. Participating in the respective MCCAC Program includes being able to provide cost estimates and proposals to Participants, completing Energy Audits for Participants, or completing other Participant support.

After being removed, reinstatement of a Program Ally will only be considered by a Program Manager responsible for the respective MCCAC Program on a case-by-case basis and will require waiting a minimum of 3 months before consideration.

If reinstatement is considered, it will involve signing the Program Ally Terms and Conditions again and meeting the reinstatement criteria for suspensions as a minimum, in addition to providing documented clearance from any external authority that was involved in the removal. Reinstatement may also require being subject to additional quality assurance checks or reviews by Program Staff.

The MCCAC reserves the right, in its sole discretion, to apply the removal of an Program Ally to (a) other Program Allies with common ownership or (b) another company with common ownership that is applying to be a Program Ally.

Removal from the respective MCCAC Program/ Program Ally Directory is not the same as opting out of participating in the respective MCCAC Program or no longer being able to participate in a Program that becomes discontinued.

The MCCAC reserves the right to exercise full discretion to terminate any Program Ally at any time without liability and by participating in a respective MCCAC Program, the Program Ally acknowledges and understands that they shall have no recourse against MCCAC for such termination.

8.0 Annual Renewal

Supporting documents and commitments will be required to be updated on an annual basis to renew status as a Program Ally. These include:

- WCB Alberta certificate dated within the last 30 days showing that the candidate is registered, in good standing and in compliance with the Workers' Compensation Act.
- Documented proof of \$1 million commercial general liability insurance coverage per occurrence (with a valid expiry date).
- Renewal and acceptance of the Program Ally Terms and Conditions, as terms and conditions will be updated on an annual basis.

9.0 Process Flow Diagram

