

Contractor Policies and Requirements



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THIS PARTICIPATING CONTRACTOR AGREEMENT (this "Agreement") is made as of the last date signed by a party hereto (the "Effective Date") by and between The Midwest Energy Efficiency Alliance("MEEA") and _____ ("Contractor").

PURPOSE

- A. **MEEA** is the training and certification body with respect to the HVAC SAVE certification.
- B. **Designated QA verifiers** are the professionals designated by the HVAC SAVE program to provide Quality Assurance services on behalf of the Utility programs.
- C. **Contractor** is the HVAC SAVE certified professional who desires to participate in the HVAC SAVE program. Contractor(s) are employees of their respective businesses, not employees of MEEA.

NOW THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following contractor participation agreement:

PROGRAM OVERVIEW

The HVAC SAVE program asks contractors to test and verify the quality of HVAC residential new installations and tune-ups. The program is designed to increase the awareness of quality HVAC contracting, to elevate homeowner comfort and efficiency through quality HVAC contracting, and to reward those contractors who choose to hold themselves accountable to a high standard of quality. The current participating program sponsors are Alliant Energy, MidAmerican Energy, Black Hills Energy and Cedar Falls Utilities. The program policy and associated rebates may vary from sponsor to sponsor, and are subject to change. Contractors may find up-to-date rebate information on the sponsor's website or by contacting them directly.

CONTRACTOR PARTICIPATION REQUIREMENTS

As of the Effective Date, and at all times during the Term, Contractor shall meet the following requirements:

1. Contractor will provide the name, contact information, a copy of the HVAC SAVE certification and other information reasonably requested by MEEA or the designated QA verifier for each Contractor Party who is conducting HVAC SAVE qualifying installations and system retrofit work.
2. Contractor will treat all Customers, utility staff, QA verifiers, MEEA program staff, and any other Program Partners with courtesy and respect.
3. Contractor will install all equipment in accordance with the manufacturer's requirements and local code requirements.
4. Contractor will not perform any work different from or beyond the scope approved by a Customer without first obtaining the Customer's written approval to such modification.
5. Contractor will fully inform and obtain the prior written approval of any Customer before performing work on the Customer's property that is not common to performing HVAC work.
6. Contractor will adhere to all the rules and requirements for participating contractors in specific incentive or rebate programs. This includes, but is not limited to, understanding the requirements of each incentive, verifying Customer eligibility for an incentive prior to offering it, submitting all documentation necessary to obtain the incentive. Contractor will submit required incentive application materials that are correct and complete in all respects.
7. Contractor will communicate openly with MEEA staff and the utility's designated QA verifiers to seek assistance as needed for technical matters pertaining to HVAC SAVE. This includes, without limitation, notifying MEEA or the designated QA verifier of Customer issues, any accident or occurrence by Contractor at a Customer's property and unexpected circumstances identified during installation or maintenance work. Contractor will also provide feedback to MEEA and designated QA verifiers on issues pertaining to HVAC SAVE program design or administration, or the Contractor's experiences with HVAC SAVE in general.
8. Contractor will provide superior customer service and deliver a positive experience for all Customers which will include, but not be limited to:
 - A. Contractor will promptly respond to all Customer inquiries and Program staff inquiries. This means routinely responding to most inquiries received on a business day that same day and returning electronic messages or phone calls within ten (10) business days.
 - B. Contractor will keep all Customer appointments and arrive promptly at scheduled times.
 - C. Contractor will call Customers to inform them of any changes or if circumstances prevent prompt arrival for a scheduled appointment.
 - D. Contractor will set appropriate Customer expectations and meet them. This includes informing Customers of any actions that may be needed by the Customer prior to signing a contract to perform work. This applies to timeframes, pricing, quality of work and all other Customer expectations.
 - E. Contractor will submit HVAC SAVE testing forms within 30 days of each heating job to ensure Customer receives rebates and incentives in a timely fashion. For air conditioners installed in the heating season, HVAC SAVE tests must be submitted by June 30th.
 - F. Contractor will treat Customer's properties with the utmost care and respect.
 - G. Contractor will avoid creating dust and debris, clean-up any dust, debris or waste generated and generally leave each Customer's property as clean as or cleaner than Contractor found it.

9. Contractor must participate in the Program’s quality assurance (“QA”) program, as outlined below:

- A. Provide designated QA verifiers with information on scheduled installations and maintenance jobs to facilitate the scheduling of onsite QA visits and file reviews. Such information will include the scope of work for work performed.
- B. Provide designated QA verifiers reasonable access to the HVAC SAVE certified personnel.
- C. Provide designated QA verifiers with data that evidence, proper equipment installation and maintenance.
- D. The Steps that are being utilized in the QA process are defined as:

➤ Step 1 File Review:

- The Step 1 file review involves using the HVAC SAVE Software to generate a report for Contractor and utility administrator that qualifies the installation or flags potential problems.
- Contractor will be able to download the report and rectify potential problems before final submission to the utility.
- When problems are identified during the Step 1 file review, an escalation to Step 2 context file review will occur.

➤ Step 2 File Review:

- The Step 2 context file review is an upgrade from the Step 1 file review; it involves an evaluation of the underlying numbers that generate the performance score. The context file review will include verification of the manufacturer defined specifications and confirmation of a logical interrelationship between each of the data inputs.
- If the problems are found to continue throughout the Step 2 context file review, the contractor will be given an opportunity to justify the underlying data inputs.
- If the problems identified in this file review are unresolvable, an escalation to Step 3 in-field verification will occur.

➤ Step 3: In-field verification

- The Step 3 in-field verification involves using a QA verifier to complete an additional performance test to verify the contractor’s work. During in-field verification the QA verifier will conduct a duplicate, but independent test, on the HVAC system in question.
- If the verifier’s data does not fall within the acceptable range of variance, the contractor will have the option to adjust and re-test the equipment.
- If major problems are continually found and verified by a QA professional, corrective action will occur.

E. Designated QA verifiers will perform file reviews and field QA inspections on all reported HVAC SAVE jobs with a predefined minimum standard:

Tier 1: File Review	Tier 2: Context File Review	Tier 3: In-field Verification
• 100% of all jobs	• 10% of all jobs	• 3% of all jobs

- F. Designated QA verifiers may conduct additional field inspections on additional jobs at its discretion or if requested by a Customer. Additionally, QA verifiers will provide QA checks of submitted paperwork and Customer experience based on reports received or Customer feedback.
- G. Should QA inspections indicate repairs or corrections are required to bring such work up to the Program standards; Contractor shall perform such repairs/corrections at no additional cost to the Customer. In the event Contractor disagrees with a field inspection finding, Contractor must

notify the designated utility administrator by email within ten (10) business days of being informed of the finding, otherwise Contractor agrees to be subject to the finding. The Utility's designated administrator will review disagreements as to the field inspection finding and will issue a final and binding determination. Contractor shall resolve identified QA issues as expeditiously as possible and keep the designated utility administrator informed of the efforts being made to address the problem.

9. Contractors who have repeated infractions of the policies and requirements outlined in this agreement may be subject to corrective/punitive action. These infractions will be addressed through the use of a three strike corrective track that is outlined below. Additionally, strikes that occur against individual contractors will be aggregated amongst all utility service territories.

Corrective Track

- Strike 1 – Notification
- Strike 2 – Probation
- Strike 3 – Suspension/Expulsion

Contractors will be notified by mail and email when a warning occurs. Contractors and direct supervisors will be notified by mail and email when a strike occurs. Warnings and strikes will be cleared after each recertification period which occurs every 2 years after original certification date.

Strikes are violations that include, but are not necessarily limited to: disparagement, fraud, false entries, incorrect/incomplete data, and lack of good faith effort. The strikes outlined above present what would typically occur if corrective action was deemed necessary for violation of the Contractor policies and requirements. Contractors placed on probation will be subject to additional QA review. **The HVAC SAVE program reserves the right to take immediate action, forfeiting tracks identified above, in the instance of egregious activity. Additionally, strikes may occur at either the individual contractor-level or at the firm-level if a pattern of activity is seen amongst multiple employees from one firm.**

IN WITNESS WHEREOF, this Participating Contractor Agreement has been duly executed by the authorized representatives of the party hereto as of the Effective Date.

CONTRACTOR

Company Name: _____
Signature: _____
Name: _____
Title: _____
Date: _____