

As of June 2024

# Energize Connecticut<sup>SM</sup>

## Heat Pump Installer Network

### Contractor Accountability Policy

#### **Policy Objective:**

This policy clarifies the high standards of compliance and quality that are required of contractors participating in the Heat Pump Installer Network program. Contractors are an important stakeholder under the program, and this policy aims to clearly define the program's expectations in terms of customer satisfaction, accountability to program standards, and program integrity.

Certain terms used in the policy are defined as follows:

- "HPIN" or "program" means the Heat Pump Installer Network program;
- "Sponsors" means the sponsors of Energize Connecticut (Eversource, United Illuminating, an Avangrid Company);
- "Program Vendor" means Abode Energy Management LLC;
- "Contractor" means a contractor who participates in the HPIN program subject to the terms of a Participation Agreement between the contractor and one or more Sponsors.

The policy outlines general pathways by which the Sponsors, with support from the Program Vendor, will administer the policy. The Sponsors and the Program Vendor emphasize that they intend to take a collaborative approach toward getting contractors "back on track" in response to issues that may arise under the program, while also maintaining the flexibility to adapt this policy as needed in the future, or to address individual situations specifically, in order to effectively administer the program.

#### **Program Standards:**

There are three sets of standards to which contractors are required to adhere for participation in the HPIN program:

- The first is a set of general business practices listed in Section 2.2 of the [HPIN Agreement](#) titled "General Business Practices".
- The second is a set of quality installation standards listed on the [Quality Installation Checklist](#). Ten percent (10%) of rebated projects will receive post-inspections where these factors are assessed.
- The third is the [Terms and Conditions](#) of the Energy Optimization rebate, which can be found on the back side of the mail-in rebate form.

These standards were presented to and agreed to by participating contractors when they signed the HPIN Agreement at the time of enrollment. The Sponsors reserve the right to modify any of these standards or introduce new standards in the future. If any modifications are required, the Program Vendor will notify participating contractors by email of such changes.

### **Communication:**

All communication related to this policy will take place through the Program Vendor's Energize CT Contractor Support Team. All emails will be sent to the primary company contact on file from the [EnergizeCT@AbodeEM.com](mailto:EnergizeCT@AbodeEM.com) address, and contractors should direct any communications regarding the program to the same address.

Please reach out to [EnergizeCT@AbodeEM.com](mailto:EnergizeCT@AbodeEM.com) or call 339-800-4347 if you have any questions about an active offense or the policy in general.

### **Types of Offenses**

**Minor Offense:** Minor Offenses refer to violations of program standards that the Sponsors deem do not significantly compromise customer satisfaction, program integrity, or safety. Determinations of Minor Offenses will be made by the Sponsors on a case-by-case basis in their sole discretion. Some examples of Minor Offenses may include but are not limited to:

- Customer escalations due to business practices in violation of Section 2.2 of the HPIN Agreement;
- Issues arising from a violation of the Terms and Conditions of the Energy Optimization Rebate;
- Installations wherein an inspection reveals an inconsistency in equipment information, or which are otherwise not in compliance with the Quality Installation Checklist.

**Major Offense:** Major Offenses refer to violations of program standards, including installations and business practices, that the Sponsors deem to be serious or which compromise customer satisfaction, program integrity, or safety. Some examples of Major Offenses may include but are not limited to:

- Any behavior that violates or allegedly violates Connecticut or Federal law;
- Falsification of program documentation;
- Repeated failure to meet quality installation standards;
- Installations containing safety violations that may pose a risk to customers or their property;
- Dissemination of misleading programmatic information to customers.

Determination as to whether conduct by a contractor constitutes an offense, or whether the offense is a Minor Offense or a Major Offense, shall be made by the Sponsors, in consultation with the Program Vendor, in their sole discretion.

### **Pathway for Minor Offenses:**

#### **Initial Notification:**

Upon the first Minor Offense, the contractor will receive a formal notice of violation from the Program Vendor. The notice will be sent via email. It will specify the nature of the offense and provide guidance on corrective actions.

The contractor will have 30 days to rectify the issue to the Sponsors' satisfaction. Additional time may be granted if the contractor has communicated with the Program Vendor and is implementing a reasonable plan to address the issue. If no action or insufficient action is taken after the deadline, the issue may be escalated to a Major Offense.

#### **Coaching Period:**

If the contractor commits a second Minor Offense of similar nature, they will enter a Coaching Period. A notice of violation will be sent by the Program Vendor via email.

During the Coaching Period, the contractor may be required to undergo additional training or corrective measures as required by the Sponsors. For example, contractors may be required to have their installation team leaders complete specific training modules hosted on the Energize CT eLearning Center related to the issue.

The Program Vendor's Contractor Support Team will check in periodically with the participating contractor during the Coaching Period to ensure that progress is being made toward the required corrective measures. Lack of follow through on prescriptive corrective measures or lack of communication with the Program Vendor may result in an escalation to a Major Offense.

The duration of a Coaching Period will typically be 90 days from date of notification, but the duration could vary in the Sponsors' discretion depending on the nature of the prescribed corrective actions.

#### **Escalation to Major Offense:**

If the contractor commits a third related Minor Offense or fails to rectify the initial Minor Offense(s), the issue may be considered for escalation to the Major Offense pathway. This will be considered on a case-by-case basis by the Sponsors.

Alternatively, If escalation is determined by the Sponsors to be unnecessary, the Coaching Period may be extended from its initial end date.

#### **Major Offense Pathway:**

In the event of a Major Offense, the Sponsors, in consultation with the Program Vendor, will assess the violation's severity and develop a customized plan of action on a case-to-case basis. This plan may include immediate suspension from the program pending investigation, termination without warning depending on the severity of the offense, or other appropriate measures deemed necessary to address the violation and mitigate any potential harm to customers, program integrity, or safety. Some possible outcomes are:

#### **Suspension:**

Participation in the rebate program will be temporarily paused during suspension. In-progress rebates will be processed but new applications will be frozen temporarily. A notice will be sent via email to the primary contact on file.

In some cases, the Program Vendor will collect a list of the participating contractor's customers with complete or near-complete eligible installations. These customers would be eligible for their expected incentive, but no other projects would be eligible.

The suspended contractor will also be removed from the Find-A-Contractor tool on the Energize CT website until they are re-instated.

The Sponsors may reinstate a contractor's good standing in the HPIN program if an outstanding issue is satisfactorily resolved or if sufficient corrective actions are taken in response to a Major Offense. After the issue is resolved, the contractor may be assigned to a Coaching Period to ensure systemic corrective actions are taken, if necessary.

Lack of substantive response to the underlying issue that resulted in the suspension may ultimately lead to termination from the program.

#### **Termination:**

Termination will result in the contractor being removed from the program indefinitely. A notice will be sent by the Program Vendor via email to the primary contact on file.

In some cases, the Program Vendor will collect a list of the participating contractor's customers with complete or near-complete eligible installations. These customers would be eligible for their expected incentive, but no other projects would be eligible.

In some cases, the terminated contractor may re-enroll for participation in the program after a period of one year from the termination notification date, subject to review and approval by the Sponsors, in their sole discretion. The contractor will be notified by the Program Vendor in the termination notice whether re-enrollment after one year will be considered or not.

#### **Appeals Process:**

Contractors have the right to appeal any suspension or termination within 10 business days of notification. Contractors should direct any requests for appeal to the Program Vendor, which will relay the request to the relevant Sponsors. Appeals will be reviewed by a program administrator designated by the Sponsors, whose decision will be final.

#### **Record Keeping:**

The Program Vendor will maintain detailed records of contractor violations, notifications, coaching and suspension periods, terminations, and appeals for audit and review purposes.

#### **Program Review:**

This policy will be subject to periodic review to ensure its effectiveness in maintaining program integrity and contractor compliance. Adjustments may be made by the Sponsors as necessary. Any feedback should be directed to the Program Vendor's Contractor Support Team at [EnergizeCT@AbodeEM.com](mailto:EnergizeCT@AbodeEM.com) with the subject line "Accountability Policy Feedback".

**Effective Date:**

This policy shall take effect immediately and shall apply to all participating HPIN contractors henceforth.