

Program Sponsor Partnership Agreement For Home Performance with ENERGY STAR®



Return this form to EPA:
 HomePerformance@EnergyStar.gov
 US EPA (Mail Code 6202J)
 1200 Pennsylvania Ave, NW
 Washington, DC 20460
 FAX: 202-343-2200

Eligible Organizations: State, county or municipal government, public utility or nonprofit organization chartered by a state to implement energy efficiency programs

Through this agreement, ENERGY STAR and _____ (hereafter "the Partner") agree to work in cooperation to promote Home Performance with ENERGY STAR under the program name _____ (hereafter "the program").

Organization Name: _____

Contact Name: _____ Email: _____

Address: _____ City/State/Zip: _____

Telephone: _____ Fax: _____ Web Site: _____

Major Metro Area(s) Served: _____

Partner Commitments

The following are the terms of the ENERGY STAR Partnership Agreement for Home Performance with ENERGY STAR (HPwES) Program Sponsors. Additional guidance on fulfilling the requirements of this agreement is available at: www.energystar.gov/hpwessponsors.

A) ENERGY STAR Brand Requirements –The partner agrees to comply with ENERGY STAR branding requirements as follows:

- 1) The Partner is responsible for the proper use of all ENERGY STAR marks (including the Home Performance with ENERGY STAR marketing graphic) in compliance with current ENERGY STAR Identity Guidelines, (available at www.energystar.gov). The Partner is responsible for adhering to these guidelines and for ensuring that its authorized representatives, such as implementation contractors, advertising agencies and participating contractors are also in compliance. EPA will actively pursue resolution of noncompliance related to the use of the ENERGY STAR marks.
- 2) The Partner will have all participating contractors sign a Home Performance with ENERGY STAR Participation Agreement that includes language provided or approved by EPA regarding logo usage. Completed agreements for all participating contractors will be available to EPA by the Partner upon request.
- 3) The Partner will submit marketing materials, including web sites that promote the Partner's Home Performance with ENERGY STAR program, to EPA for review. The Partner will allow a minimum of five full working days for ENERGY STAR to review and approve materials.
- 4) The Partner (and/or its implementation contractor) will provide Home Performance with ENERGY STAR LOGO USE training to all program employees participating in customer service so that they can effectively communicate to homeowners about the program.

B) Program Plan Requirements – The Partner agrees to develop and submit a Program Plan to HPwES as follows:

- 1) Develop and submit a program plan to implement HPwES in accordance with the Program Plan Guidance available at www.energystar.gov/hpwessponsors.
 - a) The program plan must include:
 - (i) Metrics by which to gauge the success of the program
 - (ii) A budget that addresses the key elements of the program
 - (iii) A copy of sponsor's contractor participation agreement that details contractor requirements
 - (iv) Marketing plan
 - (v) Incentives structure, if applicable
 - (vi) Description of energy savings estimation tools or estimation protocols
 - (vii) Program evaluation plan

After the Partner submits a program plan, along with a signed Partnership Agreement, ENERGY STAR will review them for approval. Once approved, the Partner will be listed as an ENERGY STAR Partner.

C) **Program Requirements** - The Partner agrees to promote whole-house evaluation and building science-based energy improvements in existing homes. The program shall consist of the following components:

- 1) **Contractor Participation Agreements.** The Partner will develop and ensure that all participating contractors sign a program participation agreement. The terms of the contractor participation agreement will include minimum requirements established by EPA. Sample contractor participation agreement template can be found at: www.energystar.gov/homeperformance
- 2) **Home Performance Assessment or “Test-in.”** A certified energy specialist trained in building science principles (i.e. BPI Energy Auditor or equivalent is acceptable) will perform a Home Performance Assessment (HPA) which will include a visual and diagnostic energy inspection of the home using a form standardized for the program.
- 3) **Inspection Results and Recommended Improvements.** Improvements to the home will be recommended based on the initial inspection and homeowner interview. The homeowner will be given a review of the findings and provided with a summary report including:
 - a) A summary of HPA findings
 - b) An estimation of costs for the improvements

NOTE: *Recommendations for improvements will be on a fuel-neutral basis.*

- 4) **Installation of measures.** The program will help homeowners identify qualified contractors able to implement the HPA recommendations. This can either be the participating contractor providing the inspection and recommendations or other contractors qualified in home energy inspection, building science, and proper installation techniques. All installed measures will be in accordance with industry best practices.
- 5) **Post-Installation Tests or “Test-out.”** A certified energy specialist trained in building science principles (i.e. BPI Energy Auditor or equivalent is acceptable) will verify and document the performance of installed measures and verify that health and safety standards are met (test-out). A summary of the improvement and final test results will be given to the homeowner. The results may be in the form of a “Summary Certificate.”

D) **Program Quality Assurance (QA) Requirements** –The Partner, either directly or through its implementation contractor, will administer a quality assurance (QA) program that meets the following minimum requirements:

- 1) All jobs (i.e., home improvement projects – not stand alone audits with no installation) performed by participating contractors will be reported to the Partner after a Home Performance Assessment and recommended improvements are completed.
- 2) All job reports will first be subjected to a “file review” by the Partner based on protocols established by the Partner to identify quality of service problems associated with jobs completed by participating contractors. If needed, the Partner may follow-up with a contractor or conduct an on-site inspection to verify the quality of the service provided.
- 3) In addition to the above, the Partner will conduct “on-site” inspections, at a set inspection rate, of the work of all participating contractors. The minimum on-site job inspection rate is set at 5% (1 in every 20 jobs).
 - a) **NOTE:** *It is recommended that the Partner establish an adjustable on-site inspection rate for contractors based on job experience and performance. This inspection rate can be reduced as the contractor gains experience in the program and as on-site inspections show the contractor is performing well. Contractors may drop down a tier if performance slips. Here is the recommended set of tiers:*
 - (i) Tier 1 Contractor - The first 3-5 jobs will be inspected on-site or mentored.
 - (ii) Tier 2 Contractor - 20% of the next 20 jobs are inspected on-site (4 out of 20).
 - (iii) Tier 3 Contractor - 5% of all jobs inspected on-site (1 in 20).
- 4) All Partners are required to have a systematic mechanism which allows customers to provide feedback directly to the Partner. The Partner will take reasonable steps to address negative feedback regarding participating contractors to ensure continued public trust in Home Performance with ENERGY STAR.
- 5) All Partners must record and track their inspections, rate of inspections, findings, and corrective actions. Records must be available for review when requested. This rate of inspections is captured in the sponsor’s quarterly reports (see below).

NOTE: *HPwES is a voluntary program and QA communications with participating contractors should be delivered in a positive spirit of assistance, education and continuous improvement.*

NOTE: Partners may authorize an independent entity to review reports, initiate customer feedback, follow-up on problems, perform on-site inspections, and document actions.

E) **Program Data Reporting Requirements** –The Partner, either directly or through its implementation contractor, will provide EPA with data to assist in determining the program results and to ensure that QA is being performed by all Partners.

- 1) Provide to EPA, on a quarterly basis and in electronic format, the following minimum data:
 - a) List of participating contractors and contact information
 - b) Number of on-site inspections completed per contractor

NOTE: This information is due by April 30th for the first quarter, July 31st for the second quarter, October 31st for the third quarter, and January 31st for the fourth quarter. Partners that do not submit quarterly reports will be considered inactive and removed from the ENERGY STAR web site. In addition, to remain active, the Partner must report a minimum of 50 jobs per year. A new program has two years to meet this requirement.

- 2) In addition to quarterly reporting, a brief annual summary report (less than three pages) is due by December 15th for the current calendar year. At a minimum, this annual report will include:
 - a) A summary of contractor recruitment/training activities,
 - b) Quality assurance activities,
 - c) Marketing activities, and
 - d) Any major Program modifications or changes to future plans.
 - e) Any program evaluation results

ENERGY STAR Commitments to Partners:

- 1) Increase awareness of HPwES by distributing key messages on the benefits of a whole-house approach to improving energy efficiency.
- 2) Provide current HPwES news, information, and reference documents (via the ENERGY STAR Web site, Newsletter, e-mail and other means).
- 3) Provide ENERGY STAR Partners with public recognition for their involvement in HPwES.
- 4) Provide participating contractors with public recognition for their involvement in HPwES
- 5) Respond swiftly to any Partner request for information or clarification on HPwES policies.
- 6) Recognize excellence through awards (e.g., ENERGY STAR Partner of the Year).

General Terms and Disclaimers:

- 1) The Partner will not construe, claim or imply that its participation in ENERGY STAR constitutes federal government approval, acceptance, or endorsement of anything other than the Partner's commitment to ENERGY STAR. Partnership does not constitute federal government endorsement of the Partner or its services.
- 2) The Partner understands that the activities it undertakes in connection with ENERGY STAR are voluntary and not intended to provide services to the federal government. As such, the Partner will not submit a claim for compensation to any federal agency.
- 3) The Partner and EPA will assume good faith as a general principle for resolving conflict and will seek to resolve all matters informally, so as to preserve maximum public confidence in ENERGY STAR.
- 4) This agreement is voluntary and can be terminated by either party at any time for any reason. Failure to comply with any of the terms of this partnership agreement can result in its termination. Termination of the partnership will result in the termination and cessation of access to the benefits of ENERGY STAR, including allowance to use any ENERGY STAR marks.

The Partner will notify ENERGY STAR of any changes in the designated responsible party or contacts for this agreement within 30 days.

To be completed by Partnering Organization

Representative with authority to commit partnering organization to the terms of this agreement

(printed name): _____

Title: _____ E-mail: _____ Phone _____

Signature: _____ Date: _____

To be completed by EPA representative:

Dale Hoffmeyer, U.S. EPA

Signature: _____ Date: _____