

HERS Rater Bonus Pilot Contractor Participation Agreement

Together we can help customers save energy and money!

DTE Energy ("DTE") has a portfolio of programs promoting energy efficiency and conservation for its customers that includes rebates and education. DTE's HERS Rater Bonus Pilot ("Pilot") will track and identify homes submitted to the New Home Construction (NHC) Program that achieve 40% or more above "Michigan Code."* Savings are calculated based on the HERS Rater submission in the New Home Construction Program's online incentive system.

Contractors who participate in the DTE HERS Rater Bonus Pilot (Pilot) must sign this Participation Agreement.

Overview

DTE'S HERS Rater Bonus Pilot offers a bonus to "qualified Home Energy Rating System" (HERS) raters who act as consultants and building science professionals for their builders through "path to performance consulting." In this type of "path to performance consulting," raters help their builders cost effectively improve the performance of participating homes. Raters will receive a bonus incentive when their builders' homes achieve at least 40% savings above code in the DTE New Home Construction (NHC) Program and all other Pilot requirements are met.

This pilot is designed to include two phases – a consultation and bonus phase.

Consultation Phase	Bonus Phase
<p>During the consultation period, raters will provide builders with insights on how to achieve 40% efficiency or more above code.</p> <p>The consultation period begins Feb. 1, 2024.</p>	<p>Beginning in May 2024, qualified raters will receive a bonus on homes submitted to the New Homes Program that meet the 40% efficiency above code threshold and all other Pilot requirements are met.</p> <p>Bonuses will be offered from May through Oct. 31, 2024, or when funding runs out.</p>

Rater Bonuses

Raters will submit applications to the existing New Homes Program via Ekotrope. Applications that meet the 40% efficiency above code threshold will automatically become eligible to receive a bonus. Bonus processing can take anywhere from three to four weeks.

Tiered approach for bonuses:

	Rater Qualifications	Incentive Amount
Level 1	Achieve 40-44% above code	\$150/home
Level 2	Achieve 45% or higher above code	\$250/home

Pilot Timeline

- February 1 – Pilot Program Kick-off
- February-April 2024 – Consultation Begins
- May 1, 2024 – Bonuses Begin
- Oct. 31, 2024 – Pilot and Bonuses End

Sign up for the New Home Construction Program [here](#).

For more information, please contact:

Breanna Marcano at breanna.marcano@icf.com or 614.738.5524 or Sophia Lesesne at sophia.lesesne@icf.com or 313.324.3037.

*Savings will be calculated based off the Ekotrope reference home for the current Michigan Energy Code.



Pilot funding is limited, and the Pilot will close to new applications once funding is depleted or by Oct. 31, 2024, whichever occurs first, unless otherwise stipulated by DTE. Contact sophia.lesesne@icf.com to enroll and for further information.

Contractors interested in participating in the HERS Rater Bonus Pilot must complete this Participation Agreement.

This Participating Contractor Agreement (“Agreement”) is between the contractor listed below (“Contractor”) and DTE and defines the terms under which the Contractor agrees to participate in the HERS Rater Bonus Pilot. Under the terms of this Agreement, the parties mutually agree to the following:

The Contractor will receive:

- Overview document about the Pilot’s guidelines (“Pilot Guidelines”).
- Account management assistance in using software required to apply for rebates for eligible customers as filed with the Michigan Public Service Commission, but only as funds are available for such rebates. The DTE Energy Online Rebate Application System will be available to Contractors to reserve and apply for the above-mentioned rebates.

The Contractor agrees:

- That the HERS Rater bonus fund availability is variable and that DTE may, from time to time, and in its sole discretion, change or cancel the Pilot.
- To follow all instructions outlined in this Participating Contractor Agreement and adhere to all policies and procedures detailed in the Pilot Guidelines.
- To submit all incentive application information via the NHC Program’s online incentive system. Projects are required to be registered within 30 days of the building permit date.
- To submit applications for eligible homes only. Eligibility requirements are outlined in the 2024 New Home Construction HERS Rating Company Program Participation Application and Terms and Conditions.
- To install all qualifying measures in a professional manner, consistent with industry standards, and in conformance with all applicable building codes; zoning laws; and local, state, and federal requirements.
- To maintain and retain accurate business records relating to the installation of qualifying measures for at least one year following installation.
- For all installations, to accurately document the measure details required to properly submit the application through the DTE Energy Online Rebate Application System. Apply for rebates through the Online Rebate Application System, uploading all required supplementary documents, including an invoice (model, serial number, quantities of all installed measures, and installation date), on all measures installed within 30 days of the installation date given on the rebate application.[†]
- To provide permit numbers, as appropriate, upon request.
- To provide rebate submission support for all qualifying measures installed.
- To provide a summary of the project in the form of a qualitative interview discussion with the Pilot team.
- To not use Pilot promotional materials (including DTE logo) without the express written consent of DTE.

[†]Misrepresentation of the installed measures will not be tolerated. If the Contractor is found in violation of this or any of the terms of the agreement and/or policies and procedures, the Contractor may be subject to restricted Program participation or removal from the Program(s).



The Contractor and DTE also agree to the following:

- Contractor shall defend, indemnify, and hold harmless DTE for any and all claims, losses, costs, and expenses arising out of the Contractor's participation in the Pilot.
- DTE's sole and exclusive liability is the incentive(s) specified that the Pilot participant is eligible to receive. DTE is not liable to the Contractor or any customer, whether in contract, tort (including negligence), strict liability, warranty, or otherwise for damages connected with or resulting from participation in the Pilot or in Programs.
- DTE reserves the right to not pay this incentive if the application and all required additional information are not complete and accurate or if funds are not available.
- Contractor and all its employees, subcontractors, and suppliers are, with respect to DTE, independent contractors, and there shall not be deemed or construed any sort of agency, joint venture, or partner relationship between Contractor and DTE. The Contractor has no authority to represent or work on behalf of DTE and may not imply such authority either verbally or through the use of any DTE logos, trademarks, or service marks.
- The Contractor must comply with all applicable laws and codes. Failure of the Contractor to comply with applicable laws, codes, or DTE guidelines and/or any failure to resolve customer concerns may result in the Contractor's removal from the Program(s).
- Participating Contractor status does not imply DTE's endorsement of the Contractor in any way. This status identifies those contractors who have completed the required Program training and are committed to actively promoting the Program(s) and assisting customers, as needed, to receive Program rebates.

Confidentiality Agreement: Any information received by the Contractor through its collection of customer data and any and all records, data, or information made available to the Contractor through the Pilot shall be considered confidential data belonging to DTE. The Contractor agrees to hold all such data confidential and shall not disclose data to any third party for any reason. Further, any information provided to the Contractor during the engagement, including but not limited to any confidential company or customer data, shall be returned or destroyed at DTE's or its implementation contractor's request. The Contractor shall not use any confidential company or customer data for any purpose whatsoever except for the purposes set forth in this Participation Agreement. Furthermore, should the Contractor either receive or develop during the process of completing the work hereunder any aggregate data with respect to DTE or its customers, the Contractor shall not, either during the term of the Participation Agreement or thereafter, reverse engineer or otherwise manipulate such data for the purpose of obtaining personally identifiable customer information.

Terms: The term of this Participating Contractor Agreement and the Contractor's involvement in the Pilot shall begin upon execution of this Agreement and end when the Program(s) expires. DTE may, at any time and for any reason, terminate this Participating Contractor Agreement and the Contractor's participation in the Pilot by providing the Contractor with three (3) days' notice.



HERS Rater Information

Please provide the following information about your company:

Company Name:		
Street Address:		
City:	State:	ZIP Code:
RESNET Cert. #:		
Primary Contact:		
Phone:	Fax:	
Email:		

Additional Rater #1:

Name:
Email:
RESNET Cert. #:

Additional Rater #2:

Name:
Email:
RESNET Cert. #:

Additional Rater #3:

Name:
Email:
RESNET Cert. #:

Additional Rater #4:

Name:
Email:
RESNET Cert. #:

Additional Rater #5:

Name:
Email:
RESNET Cert. #:



HERS Provider Information

Please provide the following information about your company:

Company Name:		
Street Address:		
City:	State:	ZIP Code:
RESNET Cert. #:		
Primary Contact:		
Phone:	Fax:	
Email:		
Quality Assurance Designee:		
Designee Phone:	Designee Fax:	
Designee Email:		
Account Manager Name:		
Account Manager Email:		
Account Manager Phone:		

Participating HERS Rater Company Signature

The Contractor has read, understood, and agreed to all of the definitions, terms, and conditions that are a part of this Agreement, and the referenced New Home Construction Program.

By signing below, the Contractor confirms: (i) Contractor has been trained on the Program(s) and will offer the Program(s) to its customers; (ii) Contractor does not have any unresolved or outstanding complaints before the Michigan State Department of Labor or the Michigan Department of Licensing and Regulatory Affairs or a pattern of outstanding litigation that involves its work; (iii) Contractor cannot hold DTE responsible for any losses, liabilities, expenses, attorney fees, damages, or injury to persons (including death) arising out of or in any way connected with its participation in the Program(s); and (iv) DTE reserves the right to end Contractor participation in this Program(s) at any time.

Company Representative

Name (please print):	
Title:	
Signature:	Date:

Please email this Pilot Participation Agreement to sophia.lesesne@icf.com.

For more information about DTE Energy's New Home Construction Program, visit michiganrebates.com/program-resources/new-home-construction

