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April 8, 2016

VIA ELECTRONIC FILING

Ms. Gail L. Mount, Chief Clerk,
North Carolina Utilities Commission
4325 Mail Service Center
Raleigh, North Carolina 27699-4325

**RE: Home Energy Improvement Program HEIP
Docket No. E-2, Sub 936**

Dear Ms. Mount:

Enclosed for filing by Duke Energy Progress, LLC (“DEP” or “Company”), pursuant to the North Carolina Utilities Commission’s (the “Commission”) Order On Application For Approval Of Program Modifications, issued on February 9, 2016, in Docket No. E-2, Sub 936, are drafts of the contractor referral agreement template and the quality installation checklist applicable to DEP’s Home Energy Improvement Program (“HEIP”) for the Public Staff’s review.

The Commission ordered “That the Public Staff’s recommendations regarding use of a baseline EER of 16 for geothermal heat pumps, *the filing and review of the contractor referral agreement template, the filing and review of the quality installation checklist* [emphasis added], and additional EM&V information shall be implemented to the extent practicable and not cost prohibitive.” Accordingly, DEP will work with the Public Staff in order to finalize these forms.

If you have any questions, please let me know.

Sincerely,

Brian L. Franklin

Enclosures

OFFICIAL COPY

Apr 08 2016

DUKE ENERGY TRADE ALLY AGREEMENT

THIS AGREEMENT ("Agreement") is entered into effective as of _____ (the "Effective Date") by Duke Energy Business Services LLC, a Delaware limited liability company, as agent for and on behalf of Duke Energy Indiana, Inc.; Duke Energy Ohio, Inc.; Duke Energy Kentucky, Inc.; Duke Energy Carolinas, LLC; and Duke Energy Progress, LLC. ("Duke Energy") and _____ ("Trade Ally"), with a principal business address of _____. Duke Energy and Trade Ally are hereafter collectively referred to as the "**Parties**" and individually as a "**Party**."

WHEREAS, as part of its responsibilities in rendering retail electric service, Duke Energy provides an energy efficiency rebate program which allows for the payment of rebates to residential customers for the upgrade of household equipment to improve energy efficiency;

WHEREAS, the Trade Ally is a registered Trade Ally of the residential Smart Saver® Incentive Program and performs energy efficiency upgrade services and equipment installation and desires to become a Referred Trade Ally for Duke Energy;

WHEREAS, Duke Energy is willing to make customer referrals to the Trade Ally and Trade Ally is willing to perform the Trade Ally Services in accordance with the terms of this Agreement and the **Smart Saver® / HEIP Trade Ally Referral Program Requirements**, as amended from time to time, which is attached hereto as Schedule A and incorporated by reference herein; and

WHEREAS, Trade Ally is duly licensed and possesses the requisite equipment, tools, and properly trained and licensed personnel to perform the Trade Ally Services.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Scope of Services.** Duke Energy shall provide the customer referral services identified in Schedule A (the "Referral Services"). In order for Duke Energy to perform the Referral Services for Trade Ally, Trade Ally must be an active market partner of the residential Smart Saver® Incentive Program and provide energy efficiency upgrade services and/or installation of the energy efficiency equipment at Duke Energy's customer's residence in accordance with Schedule A ("Trade Ally Services"). Trade Ally is responsible for the labor, supervision, equipment, materials and transportation necessary for providing Trade Ally Services. Trade Ally warrants that the Trade Ally Services provided: (i) will be performed in accordance with the highest professional standards and will be free from defects in design and fit for its intended purpose, (ii) will be performed in a timely manner as required by the Agreement and performed and supervised by qualified personnel, and (iii) will conform to the requirements of this Agreement and any specifications. Trade Ally shall provide, at no cost to Duke Energy, any information that may be necessary or useful in the performance of the Referral Services.
2. **Payment.** Trade Ally shall pay the fees set forth in Schedule A (the "Fees"). Payments are due and payable on the invoice due date indicated on the Duke Energy invoice. Bills are past due and delinquent on the fifteenth day after the due date of the bill. For a period of four (4) years after the termination of this Agreement, Duke Energy shall have the right to inspect, copy, and audit at all reasonable times at Trade Ally's offices the books and records of Trade Ally relevant to this Agreement, including any amounts owing under this Agreement and compliance by Trade Ally with each of its obligations under this Agreement. If any audit by Duke Energy reveals any unpaid Fees owed to Duke

Energy, then Duke Energy shall be entitled upon demand to a payment from Trade Ally of all such amounts.

3. **Term and Termination.** This Agreement shall become effective upon the Effective Date and shall continue in effect unless otherwise terminated as provided herein. If either party breaches any material provision of this Agreement, including obligations for payment, which material breach remains uncured for a period of thirty (30) days from and after receipt of written notice of such material breach, the non-breaching Party may terminate this Agreement and exercise any remedies at equity or at law to which it is entitled. In addition, the Trade Ally shall have the right to terminate this Agreement before the Initial Term has expired by (a) providing a minimum of thirty (30) days written notice prior to termination. In the event of any termination of the Agreement, Duke Energy shall be paid for all Referral Services provided to the Trade Ally prior to the effective date of termination which ultimately results in a closed sale. Notwithstanding anything to the contrary herein, Duke Energy reserves the right to remove Trade Ally from the Program at any time in its sole discretion.
4. **Permits and Licenses.** Trade Ally shall be responsible for obtaining all license and permits required to enable it to perform the Trade Ally Services. Trade Ally shall be responsible for paying all associated costs and fees to comply with any laws, rules, regulations, or ordinances of any federal, state or local authority, or any agency thereof. Duke Energy may upon thirty (30) days written notice to Trade Ally terminate this Agreement without liability or penalty if Trade Ally, after the exercise of all reasonable and diligent efforts, is unable to obtain or maintain any license, permit or other approval necessary to perform the Trade Ally Services.
5. **Safety.** Trade Ally warrants that the Trade Ally Services performed and materials and equipment provided shall comply with the provisions of all applicable OSHA requirements and all laws, including Trade Ally's obligations as an employer with regard to health, safety and payment of its employees and identification and procurement of required permits, licenses, certificates, approvals and inspections. Trade Ally shall require these warranties of adherence to OSHA requirements from each subcontractor and supplier it utilizes. Trade Ally shall provide to each subcontractor all the safety-related information provided to it by Duke Energy and shall require each subcontractor to transfer such information to each of its subcontractors and to warrant that its subcontractors in turn will transfer all such safety-related information to their subcontractors. Trade Ally and all personnel involved in the performance of the Services under this Agreement, including but not limited to, employees, subcontractors, and assigns, shall follow all required security and safety procedures while at the Duke Energy customer sites to achieve a safe and injury free work place. Trade Ally recognizes the importance of the safety of all workers at each Duke Energy customer site and agrees that accident prevention shall be an integral part of Trade Ally's operation. All Trade Ally Services performed at any Duke Energy customer site shall comply with Duke Energy's Health and Safety Handbook (as updated from time to time). Written alternative work or safety practices shall be submitted to Duke Energy and used only upon written approval by Duke Energy. In addition, Contractor shall follow detailed technical safety and security specifications, including but not limited to, the Duke Energy Health and Safety Supplemental Requirements when such documents are provided by Duke Energy. Contractor shall be responsible for maintaining and supervising all safety and security precautions and programs in connection with its services under this Agreement.
6. **Personnel.**
 - A. Supplier shall comply, and shall require its subcontractors to comply, with all applicable labor, employment, and immigration laws that may impact Supplier's obligations under this Agreement, including but not limited to federal, state and local laws, rules and regulations, and executive orders

that are now or that become applicable to the Supplier during the period the Supplier is performing the Services hereunder. Without limiting the foregoing, Supplier shall comply strictly with all laws relating to the verification of its workers' eligibility to work in the United States, including the Immigration Reform and Control Act of 1986 and Form I-9 requirements.

B. Supplier shall comply, and shall cause its subcontractors to comply, with the Contractor Background Screening requirements set forth in Schedule B, attached hereto.

C. Seller shall be familiar with and shall adhere to the principles of Duke Energy's Supplier Code of Conduct located at http://www.duke-energy.com/pdfs/Supplier_Code_of_Conduct.PDF as well as Seller's ethics and compliance guidelines. Seller shall promptly report any fraud, illegal activity, fiscal waste or abuse, or other violations of Duke Energy's Supplier Code of Conduct by any party, including Seller's suppliers and service providers. Such activity may be reported by contacting: (a) Duke Energy's contract administrator or assigned project manager; (b) Duke Energy's Ethics Line managed by an independent third party at 866.8ETHICS (866.838.4427), which may be called anonymously, or by web submittal at <https://ethicsline.duke-energy.com/>; or (c) by sending an e-mail to Duke Energy's Ethics and Compliance Office at EthicsOfficer@duke-energy.com.

D. Supplier shall not, and shall not permit any subcontractor, employee, or other party to bring any firearm or weapon of any type upon any Site or other property owned or controlled by Duke Energy.

E. Supplier shall not permit or tolerate the introduction or use of intoxicating liquor, narcotic drugs, gambling, or gambling paraphernalia at any Duke Energy site or customer site or during the performance of any Services. Any employee, independent contractor, or agent of Supplier found engaging in such activities shall be removed and permanently barred from Duke Energy or its customers' property, including any and all Duke Energy sites.

7. **Limitation of Liability.** Duke Energy shall not be responsible for any work performed by the Trade Ally or for any loss, damage, cost or expense arising out of or resulting from such work. **NOTWITHSTANDING THE FOREGOING, DUKE ENERGY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR SPECULATIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS DUE TO ANY ACT OR OMISSION UNDER THIS AGREEMENT.**

8. **Insurance.** Commencing with the performance of the Referral Services hereunder, and continuing until the termination of the Agreement unless otherwise expressly stated, including during the performance of any warranty services, Trade Ally (and any tier sub/ contractor) shall maintain or cause to be maintained occurrence form insurance policies as follows: (a) Workers' Compensation secured specific to the statutory requirements (no exemptions) applicable to the services contemplated, conducted and completed and Employer's Liability Insurance of not less than \$500,000 each accident/employee/disease; (b) Commercial General Liability Insurance having an available limit of at least \$1,000,000 per occurrence/\$2,000,000 in the aggregate for contractual liability, personal injury, bodily injury to or death of persons, and/or loss of use or damage to property, including but not limited to products and completed operations liability (which shall continue for at least three (3) years after completion), and premises and operations liability coverage and/or (d) Umbrella/Excess Liability insurance with available limits to meet the requirements set forth per occurrence. All insurance policies shall: (i) be underwritten by insurers which are rated A.M. Best "A- VII" or higher; (ii) specifically include Duke Energy and its directors, officers, employees, affiliates, subcontractors, and joint owners of any facilities as additional insureds, including for completed operations, with

respect to Trade Ally's or its sub/contractor's acts, omissions, services, products or operations, whether in whole or in part, excluding, however, for Worker's Compensation/Employer's Liability and E&O insurance; (iii) be endorsed to provide, where permitted by law, waiver of any rights of subrogation against Duke Energy and its directors, officers, employees, affiliates and subcontractors, and joint owners of any facilities; (iv) provide that such policies and additional insured provisions are primary with respect to the acts, omissions, services, products or operations of Trade Ally or its subcontractors, whether in whole or in part, and without right of contribution from any other insurance, self-insurance or coverage available to Duke Energy and its affiliates; and (v) contain standard cross liability clause, separation of insured and severability of interest provisions, except with respect to the limits of the insurer's liability. Any deductibles or retentions shall be the sole responsibility of Trade Ally and its subcontractors. Evidence of such coverage shall be provided via Trade Ally's certificate of insurance furnished to Duke Energy prior to the start of Services, upon any policy replacement or renewal and upon Duke Energy's request. All insurance policies shall provide that the insurer will provide at least thirty (30) days' written notice to Trade Ally, who in turn shall provide at least thirty (30) days' written notice to Duke Energy prior to cancellation or non-renewal of any policy (or ten (10) days' notice in the case of non-payment of premium). Trade Ally's compliance with these provisions and the limits of insurance specified herein shall not constitute a limitation of Trade Ally's liability or otherwise affect Trade Ally's indemnification obligations pursuant to this Agreement. Any failure to comply with all of these provisions shall permit Duke Energy to suspend all Services until compliance is achieved. The failure by Trade Ally to provide any or accurate certificates of insurance, or Duke Energy to insist upon any or accurate certificates of insurance, shall not be deemed a waiver of any rights of Duke Energy under this Agreement or with respect to any insurance coverage required hereunder. If there is a claim related to Services under this Agreement, applicable Trade Ally(s) must, provide a copy of any or all of its required insurance policies, including endorsements in which Duke Energy is included as an additional insured, upon Duke Energy's request.

9. **Indemnification.** Trade Ally shall indemnify, defend, and hold harmless Duke Energy, its parent corporation, subsidiaries, affiliates, officers, directors, employees, agents and customers (collectively, the Indemnified Party), from any and all claims, liabilities, obligations, damages, demands, losses, causes of action, costs or expenses to the extent they arise from: (i) injury to or death of any person, or damage to or destruction of any property resulting from any negligent, reckless, fraudulent, willful, wanton, or intentional acts of Trade Ally or any Trade Ally employee, agent, or subcontractor; (ii) injury sustained and/or occupational diseases contracted by contractor, contractor's employees, agents, or subcontractors, it any, of such a nature to create liability for Duke Energy (or its parents, affiliate, or subsidiary companies) or contractor under the workers compensation act of the state having jurisdiction; (iii) any violation or alleged violation of any applicable federal, state or local orders, rules or regulations of any governmental entity or agency by, Trade Ally or any employee, agent or subcontractor; (iv) any claims by persons furnished by Trade Ally under Workers' Compensation or other similar acts; and (v) any breach of this Agreement. In the event of a claim for indemnification, Duke Energy shall be entitled to participate in the defense, including, but not limited to, the selection of legal counsel.
10. **Assignment.** This Agreement shall inure to the benefit of and be binding on the parties and their successors and assigns. Neither party shall assign all or any portion of this Agreement without the prior written consent of the other Party, except that either Party may assign the Agreement without such consent to its successor by merger, or to a person acquiring all or substantially all of business assets or to its parent or a wholly owned subsidiary.
11. **Subcontracting.** Trade Ally shall be permitted to use subcontractors to perform the services. Notwithstanding the use of subcontractors, Trade Ally shall continue to be responsible for the acts or omissions of its subcontractors.

12. **Confidentiality.** Information disclosed (either directly or by visual examination of facilities) by either party (or its customer) to the other during the performance of the Trade Ally Services or Referral Services including but not limited to customer or supplier information and all non-public data specific to Duke Energy and its business or its customer or group of customers, including, but not limited to, electricity or natural gas consumption, load profile, billing history, or credit history that is or has been obtained or compiled by Duke Energy in connection with supplying electric services or gas services to such customers is considered confidential and proprietary information, including, without limitation all customer consumption, billing and credit data (collectively referred to as "Confidential Information"). In the event (i) any such Confidential Information is disclosed in writing and is specifically identified as proprietary or confidential in writing prior to or at the time of disclosure, or (ii) such Confidential Information is disclosed orally or by visual examination and the party claiming confidential status therefore identifies the information in writing as confidential at the time or within a reasonable time after disclosure, the party receiving such Confidential Information shall keep it in confidence and shall not voluntarily furnish or otherwise disclose it to any third party during or after completion of the Trade Ally Services or Referral Services. Neither party shall be obligated to maintain the confidentiality of any Confidential Information designated by the other party as confidential or proprietary if: (a) The information was in the receiving party's possession or was known to the receiving party prior to its receipt from the other party and the receiving party was under no legal obligation to protect the confidentiality of such information; (b) The information is independently developed by the receiving party without the utilization of the Confidential Information; (c) The information is or becomes public knowledge without the fault of the receiving party; or (d) The information is or becomes available to the receiving party from another source without breach of any legal obligation to protect such information.
13. **Independent Contractor.** The Parties hereto are separate entities and shall perform their respective obligations provided herein as independent contractors. Nothing in this Agreement or the conduct of the Parties pursuant hereto shall be construed or implied to have created or to create between them any relationship of principal and agent, employer and employee or partners, or of joint venturers. As an independent contractor, Trade Ally shall (i) employ and pay for such workers as may be required to perform the Trade Ally Services, (ii) use its own equipment, unless and to the extent otherwise permitted by the Agreement, (iii) follow its own working methods in complying with said Agreement, (iv) superintend said services and labor, and (v) coordinate the work of any subcontractors hired by Trade Ally with the permission of Duke Energy to perform services under this Agreement.
14. **Survival; Severability.** All Sections of this Agreement providing for indemnification, confidentiality or limitation of liability shall survive termination, cancellation or expiration of this Agreement. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable for any reason, the invalid provision or part thereof shall be stricken from the Agreement, and the remainder of the Agreement or provision shall be valid and enforceable to the fullest extent permitted by law.
15. **No Publication.** Trade Ally shall not use Duke Energy's name or the fact that Duke Energy is performing Referral Services for Trade Ally or that Trade Ally is performing Trade Ally Services for Duke Energy in any press releases, media statements or public communications or otherwise publicize this Agreement without Duke Energy's prior written consent. Trade Ally shall not use Duke Energy's (including its subsidiaries and affiliates) name, logos, trademarks, service marks, trade names or trade secrets in any way without Duke Energy's prior written consent, and Duke Energy shall not be deemed to have granted Trade Ally a license of, or granted Trade Ally any rights in, any of the foregoing by entering into this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

"TRADE ALLY" _____	"DUKE ENERGY" Duke Energy Business Services LLC as agent for and on behalf of Duke Energy Carolinas, LLC, Duke Energy Indiana, Inc., Duke Energy Kentucky, Inc., Duke Energy Ohio, Inc., and Duke Energy Progress, LLC.
By:	By:
Print:	Print:
Title:	Title:
Address:	Address:
Date:	Date:

SCHEDULE A

SMART SAVER®/ HEIP TRADE ALLY REFERRAL CHANNEL REQUIREMENTS

A. Definitions

Category – The category by which the Trade Ally is registered under the Smart Saver or HEIP Incentive Program(s) including HVAC Install/Service and/or Home Performance based measures.

Referral Generation Tool – a tool developed by Duke Energy which utilizes a pre-established set of algorithms and a point system as outlined by the Referral Scoring Metrics to determine the manner in which customers are referred to Trade Allies.

Smart Saver Incentive Program (Smart Saver) – the Duke Energy energy efficiency program which offers incentives to residential customers for qualifying maintenance or improvements to central HVAC system(s) or the structure of the customer's residence.

Home Energy Improvement Program (HEIP) – the Duke Energy Progress energy efficiency program which offers incentives to residential customers for qualifying maintenance or improvements to central HVAC system(s) or the structure of the customer's residence.

Referred Trade Ally – A Trade Ally who is registered to participate in the Smart Saver/HEIP Incentive program(s) and who opts in to the Referral Channel by executing the Duke Energy Trade Ally Agreement and meets the minimum requirements to receive Referral Services.

Non-Referred Trade Ally – A Trade Ally who is registered to participate in the Smart Saver /HEIP Incentive Program(s) but does not desire to receive Referral Services or does not meet the minimum requirements.

EE Closed Referral – A customer referral given to a Trade Ally where the scope of work sold to the customer qualifies them for an eligible rebate through either the Smart Saver or HEIP Incentive program.

Non-EE Closed Referral – A customer referral given to a Trade Ally where the scope of work sold to the customer does not qualify them for an eligible rebate through either the Smart Saver or HEIP Incentive program.

B. Channel Description

The Referral Channel offers high achieving Trade Allies of the Duke Energy Residential Incentive Program(s) the ability to receive Referral Services. The Referral Channel establishes designations between registered Trade Allies as referred or non-referred Trade Allies. As a part of the Program, Duke Energy will generate leads for qualified (Referred) Trade Allies by identifying prospective customers with interest in eligible incentivized energy efficiency upgrades and/or subsequent non-incentivized services ("the Referral Services").

Eligibility to participate in the Referral Channel will be based upon previous registration in one of the stated Residential Energy Efficiency Incentive Programs, applicable insurance requirements, and satisfactory score card metrics. The Trade Ally has the opportunity of earning Referral Services for numerous categories to include but not limited to: HVAC Installation/Services, Home Repair Services, and Home Performance Services.

Duke Energy will continue to pay the customers of the referred and non-referred Trade Ally an energy efficiency incentive for qualifying services as set forth in the Smart Saver or HEIP Program(s). Duke Energy reserves the right to change program standards, requirements and/or incentive levels at any time as deemed necessary.

C. Requirements

Point System

As set forth in Table 1, Duke Energy utilizes a point system to determine a Trade Ally's eligibility to participate in the Referral Channel. Upon Trade Ally's successful registration to participate in the Smart Saver and/or HEIP Program(s) Duke Energy will calculate points based on the Trade Allies monthly participation unless otherwise determined by the Duke Energy program management team., Points are calculated monthly and reviewed on a quarterly basis thereafter. A Trade Ally may earn points based on four separate criteria metrics:

1. Residential Energy Efficiency Incentive Sales by Measure Category
 - Total number of EE incentive claims in an approved or funded status for the measure category based on the number of sales representatives and/or technicians.
2. Customer Experience Ratings
 - Percentage of EE incentive claim submissions with no associated customer complaint issues recorded for the measure category based off of total entries within Customer care tracking tool. Must maintain a cumulative score of 95% or greater with no unresolved customer complaints.
3. Quality Assurance
 - The percentage of passed inspections for total claims flagged as requiring an inspection per measure category. Must maintain a cumulative score of 95% or greater.
4. Application Efficiency
 - Number of EE incentive claims approved on the first attempt submission for the measure category. Must maintain a cumulative score of 98% shown or greater.

Referral Prerequisites

To be considered for Referred Trade Ally status and immediately begin taking advantage of the Referral Services, a Trade Ally must initially qualify, based on meeting the minimum referral based insurance requirements, accepting warm transfers, and achieving the set forth scorecard metrics of participation in the Smart Saver and/or Home Energy Improvement Incentive Program(s) for three months. After agreeing to the terms and conditions of the Duke Energy Trade Ally Agreement and attesting that any referral fees paid to Duke Energy will in no way impact the prices charged to participating customers, Referred Trade Allies can begin to take advantage of Duke Energy's Referral Services.

D. Criteria for Referrals

Once entered into Referred Trade Ally status, Trade Allies are further scored to determine the opportunity for receiving a referral. Duke Energy's Referral Generation Tool produces up to three leads for each customer query. The Referral Generation Tool will produce up to three top scoring Trade Allies whose service territory includes the customer's zip code. The Referral Generation Tool ranks Trade Allies based on five additional factors:

1. Percentage of Sold Referrals
 - Percentage of referred customers which resulted in a sold job for the Trade Ally and for which the Referral Fee was paid (Status = Sold) Must maintain a cumulative score of 35% or greater.
2. Percentage of Closed Referrals
 - Percentage of referred customer where the status has been reported as closed. Either won the business or did not win the business. (Status = Closed) Must maintain a cumulative score of 98% or greater.
3. Percentage of unreported sales in the applicable time period.
 - An unreported sale is defined as a referred customer for whom a Trade Ally performs work under the Program but does not report the job as Sold and pay Duke Energy the referral fee. Must maintain a cumulative score of 95% or greater.
4. Participation in Special Offer Campaigns.
 - Participation in one or more special offers for Duke Energy customers (if applicable) in the time period.
5. Contractor Star Rating
 - a. Contractor must maintain a cumulative customer service rating (as rated by their customers) of 4 out of 5 stars based on the services performed through the Referral Channel.

In the event that a referred Trade Ally fails to maintain a 56 point minimum required score card metric after each quarterly review, the Referred Trade Ally will be removed from the referral channel and be placed into non-referred Trade Ally status until the next quarterly review period. During this time, the Trade Ally may not receive any Referral Services and will be responsible for any referral that has been generated to them prior to the status change including payments for any sold referrals. The Trade Ally will be automatically notified when they are eligible to participate and the Trade Ally will be given the opportunity to opt-in to the Referral Channel.

Immediate Termination

At Duke Energy's sole discretion, immediate termination may result from i.) an unresolved Quality Assurance issue, per Duke Energy standards ii.) an unresolved customer complaint, iii.) percentage of unreported sales within in one calendar year, iv.) any reported incidents or evidence as determined by Duke Energy of customer invoices reflecting referral fees paid to Duke Energy, or v.) non-payment of a Fee to Duke Energy.

E. Customer Experience.

Trade Allies that receive a referral are expected to contact the referred customer within 24 hours of when a Referral ID has been generated and applicable information is made available. At any time a Referred Trade Ally determines that they are unable to meet the requirements for accepting referrals, they will be able to modify their status within their referral profile and select a default that the service location will not receive referrals for the eligible measure category(s) during this time.

F. Reporting

Trade Ally is required to report all closed sales generated from Duke Energy leads. Reporting includes, but is not limited to:

- All information captured in the Trade Ally Incentive Applications
- Referral ID
- Copy of the invoice stating:
 - Description of Product(s) or Service(s) sold
 - Total project cost

G. Fees

Referred Trade Allies are required to pay Duke Energy for any closed sale generated from a Duke Energy referral within 45 days of the sale close date. Duke Energy will invoice the Trade Ally in accordance with the Agreement. The Trade Ally is required to pay to Duke Energy for Referral Services rendered as displayed in the table below. Fees may be paid for any closed sale by check or ACH payments as approved by Duke Energy.

FEE	SCHEDULE	AMOUNT
EE CLOSED SALE REFERRAL	PER SALE*	5% OF TOTAL SALE*
NON-EE CLOSED SALE REFERRAL	PER SALE*	7% OF TOTAL SALE*

*Notes that all referrals obtain a shelf life of 6 months. Any product(s) or service(s) sold to the referred customer in relation to the services offered or performed under the Referral ID is subject to additional referral fees based on the table above. If Duke Energy determines that additional sales are being made in relation to the referral ID, the Trade Ally will be documented as receiving an unreported sale in which their scorecard will be effected and/or immediate termination.

TABLE 1

Performance Criteria	Scoring Metric (Points)	Minimum Monthly Requirements (based on # of Residential Full Time Employees “FTEs”)		
		1 – 4 FTEs	5 – 10 FTEs	11+ FTEs
Residential EE Incentive Sales	12	4 Incentives	5 Incentives	11 Incentives
Customer Experience Ratings	12	Cumulative score of 95% or greater. No Unresolved Complaints		
Quality Assurance	10	Percentage of passed inspections. Cumulative score of 95% or greater.		
EE Claim Application Efficiency	8	Cumulative score of 98% or greater		
Percentage Sold Referrals	4	Cumulative score of 35% or greater		
Percentage Closed Referrals	4	Cumulative score of 98% or greater		
Unreported Sales	4	No unreported sales in the applicable time period		
Consistent Engagement with Program Promotion	2	Participation in one or more special offers (if applicable) in the time period		
Contractor Star Rating	1	Maintain cumulative rating of 4 out of 5 stars, as rated by Trade Ally’s customers		
Minimum Performance Score To Enter as Referred Trade Ally = 42/ Maintain Referred Trade Ally status = 57				

Quality Installation/Performance Checklist

- The purpose of the Quality Installation (QI) checklist is to detail and document the minimum criteria for the proper installation and performance of HVAC systems in residential applications.
- QI must be performed and all data properly recorded at the time of initial equipment installation. The checklist must accompany the rebate application documentation submitted for the HVAC equipment.
- HVAC System must be running at full capacity for minimum of 15 minutes prior to measurements being taken.

System Performance measurements:

Outdoor/Ambient

Date and Time

Condenser Measurements: (Cooling mode only)

Super Heat		Sub-Cooling		Liquid Line Pressure	Suction Line Pressure
Measured	Rated	Measured	Rated		

Enthalpy Conversion: (Measure to the tenth degree, Cooling Mode Only)

Return		Supply	
Wet Bulb:	.	Wet Bulb:	.
Dry Bulb:	.	Dry Bulb:	.

*Use Enthalpy chart to determine: (Cooling mode only)

Return Enthalpy	Supply Enthalpy	Delta H
.	.	.

Airflow: (Static Pressure, IWC)

Return Duct Measurement	Supply Duct Measurement	Total

System Capacity Calculation: (Cooling mode only)

System CFM	Multiply by (X) 4.5	Multiply by (X) Delta H	Calculated capacity
			=

Calculated capacity	Divided by	AHRI Rated capacity	Multiply by (X) 100	Total system percentage (%)

Technician Name:

Date: