

Quality Assured Accreditation Program

Contractor Requirements



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INTRODUCTION

The Air Conditioning Contractors of America's (ACCA) Quality Assured (QA) Program recognizes professional HVAC businesses eligible to participate in programs such as ENERGY STAR™ and EnergySmart Contractors.

The QA Program is governed and managed by ACCA. Membership in ACCA is not required to participate in the program.

The QA Program Applicant agrees to observe all program requirements, submit required documentation, and pay applicable fees. Upon verification of the submitted documentation, the contractor is recognized as a QA Participant. QA Participants are obligated to continue observing applicable program requirements, undertaking quality HVAC installations, and following their company-enacted quality policies and procedures. All QA Participants in good standing will be recognized on the Quality Assurance Directory ("**QA Directory**"), a web-based listing made available to all interested parties.

Participants that fail to meet program requirements are progressively subjected to warning, probation, and dismissal. Participants under warning and probation are subject to removal from the QA Directory; but can be re-instated. Dismissed Participants will be removed from the QA Directory and forfeit their fees. Dismissed Participants may re-apply to the program after six months; as part of the re-application process, the dismissed participants must indicate that appropriate corrective actions were undertaken.

Contractors must not construe, claim, or imply that recognition in the ACCA QA Program constitutes approval, acceptance, or endorsement, of anything other than the Contractor's eligibility to participate in programs that promote HVAC installations that meet required standards. HVAC system installations must also abide by building code and other government requirements.

Participating Contractors and ACCA will assume good faith as a general principle for program participation and will seek to resolve all matters so as to preserve maximum public confidence in the Contractor and Administrator.



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1.0 QA PROGRAM PURPOSE AND OVERVIEW

ACCA” (“**QA Administrator**”) developed the QA Accreditation Program (“**QA Program**”) to accredit HVAC contractors that observe several core areas of quality HVAC contractor services, including business management and operational best practices. Participation in the QA Programs is voluntary.

The QA Program also recognizes HVAC system quality installations that meet program requirements. HVAC systems must consist of the following equipment types:

- Furnace, or
- Boiler, or
- Packaged equipment (air conditioner, heat pump, geothermal, or combination of these), or
- Split system, condenser (air conditioner or heat pump) and indoor coil (or fan coil/air handler), or
- Any combination of the above.

2.0 QA PROGRAM PARTICIPATION REQUIREMENTS

2.1 *Prerequisites*: All QA Program Participants (“**Participants**”) are required to comply with the following requirements:

- 2.1.1 Complete the applicable program orientation,
- 2.1.2 Comply with the QA Contractor Elements, the following shall only be required when contractual agreements with customers specify compliance.
 - a. HVAC system installations that meet QA Element 2.4 quality installation per ACCA 5 QI Standard.
 - b. HVAC system maintenance that meets QA Element 2.5 quality maintenance per ACCA 4 QM Standard.
 - c. HVAC system restoration that meets QA Element 2.6 quality restoration per ACCA 6 QR Standard.
- 2.1.3 Employee technician(s) has (have) applicable certifications in accordance with QA Elements 1.4 and 3.2,
- 2.1.4 Provide Company information (e.g., point of contact for program, physical address, phone numbers, email address, etc. (“**Company Information**”)),
- 2.1.5 Complete and submit the QA Program Participant Agreement,
- 2.1.6 Pay applicable fees (e.g., application fee, annual participation, document review),
- 2.1.7 Satisfy the QA Program annual re-assessment to promote ongoing compliance,
- 2.1.8 Submit system installation documentation (e.g., contractor checklists) for HVAC quality installation as required,
- 2.1.9 Notify the QA Administrator of any instances of noncompliance with the QA Elements, and



- 2.1.10 Cooperate with the QA Administrator in obtaining information necessary to validate that the Participant's operations remain compliant.
- 2.1.11 Membership in ACCA is not required in order to participate in the QA Program.
- 2.2 QA New Homes Program: No additional prerequisites beyond Section 2.1.
- 2.3 QA Residential Service and Installation (RSI) Program: No additional prerequisites beyond Section 2.1.

3.0 APPLICATION FOR PARTICIPATION

- 3.1 Application Submission: All completed QA Program Applications (“**Application(s)**”) must include:
 - 3.1.1 Company Information,
 - 3.1.2 Signed Participation Agreement, and
 - 3.1.3 Documents, or copies of documents, requested at the time of Application.
- 3.2 Contractor Certification:
 - 3.2.1 The QA Program requires Applicants to perform a compliance self-assessment, including development and implementation of policies to ensure ongoing operational compliance with the QA Elements.
 - 3.2.2 The QA Administrator relies on the Applicant's attestation of compliance with the QA Elements and does not conduct an initial substantive review of compliance with QA Program requirements.
 - 3.2.3 All materials related to the Applicant's assessment must be made available to the QA Administrator upon request.
 - 3.2.4 The QA Administrator reserves the right to require participants to demonstrate compliance with the QA Elements as set forth in these procedures.
- 3.3 Application Review Time: The length of the Application review process will vary. Applicants that are diligent in completing necessary paperwork can typically complete the process within 3-4 weeks.
- 3.4 Application Approval: After review, the QA Administrator will:
 - 3.4.1 List the Participant on the QA Directory, and
 - 3.4.2 Send a welcome email and PDF certificate for the Participant's files.
- 3.5 Claiming QA Recognition During the Application Process: At no time during the Application process is QA Program participation to be implied or claimed. Recognition may not be claimed until the Participant successfully completes the Application process, pays first year's fees, and is listed on the QA Directory.
- 3.6 Withdrawal from the Application Process: The Applicant's designated representative may withdraw an Application at any time. Requests for withdrawal must be submitted in writing. Application fees will not be refunded.
- 3.7 Termination of Application: The QA Administrator reserves the right to terminate an Application 90 days after its initial submission due to incomplete documentation or failure to submit the required payment. All terminated Applicants will be notified of the ability to re-apply. Application fees will not be refunded if an Application is terminated. A subsequent Application may begin immediately.



4.0 QA CONTRACTOR DIRECTORY

Each recognized QA Program Participant will have its designated corporate name (or “**doing-business as**” name) and contact information, as designated on the Application, posted on the QA Directory. QA Participants are responsible for applying corrections to their company information in the QA Directory.

5.0 MAINTAINING RECOGNITION AND QUALITY CONTROL

5.1 Maintaining Recognition: Participants are required to comply with:

5.1.1 The *QA Contractor Elements*¹ per Section 2.1.2.a.

5.1.2 The QA Contractor requirements identified in this document.

5.2 New Homes Program: HVAC system installations conducted by the Participant are subject to validation by an ENERGY STAR Rater (“**Rater**”) and the QA Administrator. To maintain recognition, noted deficiencies in HVAC system installations must be resolved.

5.3 RSI Program: The RSI Program supports contractors who issue Quality Installation certificates for HVAC systems that meet the program minimum requirements.

5.3.1 Use an approved software platform to collect and assess system installation measurements related to the HVAC quality installation.

5.3.2 Verified System Performance QI Certificate: HVAC system shall meet the requirements of the ACCA QI 5 Standard.

5.3.3 Verified Equipment Operation QI Certificate: HVAC system shall meet the requirements of ACCA QI 5 Standard Section 4 and Section 6.

5.3.4

5.4 Quality Control: The QA Program provides oversight and maintains adherence to program requirements by investigating reports of potential noncompliance (“**Compliance Reviews**”). *Compliance Reviews* originate from one of the four following sources:

5.4.1 Administrator Review:

- a. The QA Administrator shall have the discretion to initiate a *Compliance Review* (“**Administrator Review**”) for the purpose of determining ongoing Participant compliance with the QA elements.
- b. Participants shall provide requested documentation, and/or access to requested information, within 30 days, or such other period as determined in the reasonable discretion of the QA Administrator.
- c. The QA Administrator will be granted reasonable access to the QA Program Participant’s installation site(s). All requests for access will be coordinated with the Participant.
- d. Failure to assist the Administrator’s Review may result in disciplinary action, including dismissal from the QA Program.

¹ New Homes: Regarding QA Element QA-2.4.m (duct sealing), in homes that are tested in accordance with RESNET Sampling Protocols, duct leakage testing for each system is not required. However, the QA Participant is responsible for ensuring all duct distribution systems meet the QA Element QA-2.4.m requirements.



- 5.4.2 *Participant Visits*: The QA Administrator reserves the right to schedule access to the QA Program Participant's office(s) for the purpose of confirming compliance to program requirements. All on-site visits will be coordinated with the Participant.
- 5.4.3 *Self-Reports*: Per Section 2.1.9, Participants shall report instances of noncompliance.
- 5.4.4 *Third Party Complaints*: Individuals and entities ("**Complainant**") may submit documented complaints alleging potential noncompliance with the QA Elements.
- 5.5 *Annual Reevaluation and Renewal*: Participants must conduct an annual reevaluation of compliance with the QA Elements, provide an updated attestation of compliance, provide requested documentation, and submit all required annual fees.

6.0 EVALUATION OF COMPLIANCE REVIEWS

- 6.1 *Scope of Review*. The QA Administrator may determine that a Participant has failed to comply with the QA Elements on the basis of any information received from the quality control measures set forth in §5.
- 6.2 *Process of Review for Third Party Complaints*:
 - 6.2.1 A QA Administrator will conduct an initial review of all Self-Reports, Third Party Complaints, Verifier Reports, and Rater Reports. (Administrator Reviews are forwarded to the Participant without separate review under this Section.)
 - 6.2.2 All *Compliance Reviews* are initially evaluated for adequate substantiation and compliance with any applicable procedures. This evaluation focuses on four elements:
 - a. Whether the *Compliance Review* relates to a QA Element or ACCA Standard, the violation of which could result in a request for corrective action, or issuance of a Noncompliance Notice by the QA Administrator,
 - b. Whether the passage of time² since the alleged violation requires that the *Compliance Review* be rejected,
 - c. Whether the *Compliance Review* adequately describes and substantiates the alleged violation, such that review and a potential request for corrective action could proceed, and
 - d. Whether there is reasonable cause to believe that the *Compliance Review* is justified, considering the proof available.
 - 6.2.3 The QA Administrator will endeavor to make this initial determination within 30 days of receipt of the *Compliance Review*. However, this period of initial review may be extended for the purpose of reviewing and comparing multiple similar *Compliance Reviews* regarding a contractor, or for other administrative reasons.
- 6.3 *Clarification or Rejection of Third-Party Complaint*:
 - 6.3.1 If the QA Administrator determines that additional information is needed to clarify or substantiate a potentially actionable *Compliance Review*, the QA Administrator will request additional details from the Complainant. This additional documentation must be received within 30 days of the mailing date of the request.
 - 6.3.2 If the Complainant fails to respond within the allotted 30 days, the *Compliance Review* will be dismissed.

² Usually greater than one-year, mitigating circumstances may apply.



- 6.3.3 Complainants may resubmit revised complaints, including additional clarification or documentation, at any later date. However, the QA Administrator will typically continue to reject a complaint where no additional, useful details are provided.
- 6.3.4 Resubmitted *Compliance Reviews* will be reviewed by the QA Administrator in the same manner as a new *Compliance Review*.
- 6.4 *Participant Notice and Response.*
 - 6.4.1 If a *Compliance Review* is deemed actionable, the QA Administrator will forward a copy of the *Compliance Review* to the Participant and request a resolution of, or response to, the *Compliance Review* within 30 days of the mailing date (the “**Notice Period**”).
 - 6.4.2 The Participant’s response must address each element of the *Compliance Review* and include a copy of any document(s) relevant to the resolution of the *Compliance Review*. The QA Administrator may request additional information to supplement a Participant’s response.
 - 6.4.3 Additionally, if the Participant fails to respond during the Notice Period, such failure will be construed as an admission of all facts set forth in the *Compliance Review*.
- 6.5 *Review of Participant Response:*
 - 6.5.1 If the Participant fails to respond to the *Compliance Review*, a Finding of Noncompliance shall be issued. Are 6.4.3 & 6.5.1 intended to be different?
 - 6.5.2 Once the Participant’s response is received, the QA Administrator will determine whether the response adequately refutes or resolves the potential noncompliance, and whether further review and potential action is required or warranted.
 - 6.5.3 In making this determination, the QA Administrator may consider the history of reports received regarding the Participant and the nature of complaint at issue, among other factors.
 - 6.5.4 The QA Administrator shall document expenses associated with in-field verification incurred investigating *Compliance Reviews*.
 - 6.5.5 If the QA Administrator finds in favor of the Participant, the potential noncompliance shall be discharged.
 - 6.5.6 If the QA Administrator finds noncompliance, a “**Finding of Noncompliance**” shall be issued.

7.0 ACTIONS UPON FINDING OF NONCOMPLIANCE

Where a Finding of Noncompliance is issued, the actions set forth in this Section may be taken. The QA Administrator reserves the right to take more severe action, without granting an “**opportunity to address**”, or placing the Participant on probation, if the facts at issue relate to public health or safety, or otherwise require an immediate response, as determined in the reasonable discretion of the QA Administrator.

7.1 *First Notice – Opportunity to Address Deficiency:*

- 7.1.1 Participants receiving a Finding of Noncompliance during the first year of participation in the QA Program, or after a sequential 12-month period of compliance, may be given a “**Warning and Cure Notice.**” Participants receiving a Warning and Cure Notice shall be given 30 days from mailing of the Warning and Cure Notice to address the deficiency (the “**Cure Period**”), during which time the Participant shall remain listed on the QA



Directory. If the noncompliance has not been satisfactorily resolved during the Cure Period, then the participant will be delisted from the QA Directory until the deficiency is resolved.

7.1.2 The Participant must submit a written summary that specifies in detail the remedial actions taken (the “**Remediation Report**”). Documentation examples include:

- Documentation that HVAC deficiencies were corrected;
- Documentation that technician training/education was provided to address the skill sets needed to meet QA Elements;
- Documentation that tool and instrument deficiencies have been corrected;
- For policy/procedure deficiencies, copies of the revised documents in compliance with the applicable QA Program requirements.

7.1.3 If during the Cure Period, the Remediation Report fails to specify how the deficiency has been resolved, the Participant will be delisted from the QA Directory, and shall remain delisted until the deficiency is satisfactorily addressed.

7.1.4 As applicable, the Participant must reimburse expenses³ (“**Reimbursement**”) associated with the use of third party verification in the determination of a Finding of Noncompliance.

7.2 Second Notice – Probation:

Receiving a second Finding of Noncompliance within 365 days of a prior Finding of Noncompliance, shall result in a probation period of not less than 30 days. During which time, the Participant shall be immediately delisted and prohibited from claiming QA Program participation. When the deficiency is satisfactorily addressed through submission of a Remediation Report, payment of applicable Reimbursement is received, and 30 days have passed, then the Participant will be listed on the QA Directory.

7.3 Third Notice – Dismissal:

Receiving three Findings of Noncompliance during an 18 month period shall result in dismissal from the QA Program, resulting in forfeiture of all fees paid, immediate delisting from the QA Directory, and are prohibited from claiming QA Program participation. Dismissed contractors will be prohibited from reapplication for a period of 6 months.

7.4 Delisted Contactor: Contractors who are delisted (e.g., pending remediation report, or on probation, or who have been dismissed from the QA Program) are prohibited from submitting documentation for recognition of subsequent HVAC quality installation(s) under the program.

8.0 VOLUNTARY DISMISSAL

A Participant may request to be dismissed from the QA Program at any time, resulting in forfeiture of all fees paid to date. Voluntarily dismissed contractors will be prohibited from reapplication for a period of 6 months.

9.0 REAPPLICATION

³ The following schedule of expenses shall be used at the discretion of the Program Administrator: Airfare (\$750), lodging / day (\$175), meals / day (\$45), rental automobile / day (\$75), and incidental expenses as applicable.



To be reinstated at the end of the dismissal period, the Applicant must submit a satisfactory Remediation Report and pay associated fees and applicable Reimbursement.

10.0 APPEALS AND DISPUTE RESOLUTION

In the event that the Participant wishes to appeal an action or has a dispute with actions undertaken in the administration of the QA Program, the Participant shall petition the QA Resolution Committee. The QA Resolution Committee shall resolve such disputes in accordance with ACCA guidelines. If the complaint is not resolved by petition to the QA Resolution Committee, then the next step is binding arbitration, as identified in §11 of the QA Participation Agreement.

11.0 DISPUTE RESOLUTION OUTSIDE OF THE QA PROGRAM

- 11.1 *Participant Dispute with Rater:* New Homes: A Participant with a dispute regarding a Rater will follow the procedures outlined in the RESNET Mortgage Industry National Home Energy Rating Standards, Chapter 6, or such other applicable procedures.
- 11.2 *Participant Dispute with Others:* A Participant having a dispute against their client, another trade employed by their client, or with other parties, shall resolve the problem through normal business channels as outlined in relevant contractual documents.