



**SAN DIEGO REGION  
HOME ENERGY RATING  
REBATE PROGRAM**

**Rater Participation Agreement**

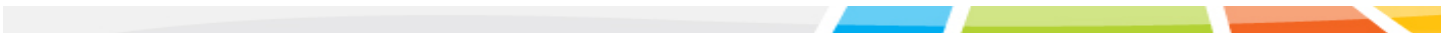
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San Diego, CA 92123

Telephone: 858.244.1177



This Agreement between the California Center for Sustainable Energy (CCSE) and Whole-House Home Energy Rater (“the Rater”) is made with respect to CCSE’s San Diego Region Home Energy Rating Rebate Program. This Agreement governs the terms of the relationship between CCSE and the Rater, and sets forth the terms and conditions under which the Rater will provide the services through the aforementioned program. CCSE and the Rater, which are at times referred to individually as a “Party” and collectively as the “Parties,” agree as follows:

## I. DEFINITIONS

- A. **San Diego Region Home Energy Rating Rebate Program (“the Program”)** – administration of incentives to offset the cost of home energy ratings performed on single-family homes in San Diego Gas & Electric (SDG&E) territory.
- B. **Home Energy Rating (rating)** – whole-house diagnostic analysis of a home’s systems based on both HERS II and BPI standards.
- C. **California Whole-House Home Energy Rater (Rater)** – a person or firm trained and certified to perform HERS II Ratings.
- D. **Building Performance Institute (BPI) Certified Professional** – a person with proven understanding of house-as-a-system evaluation, diagnostics and installation based on standards set by the Building Performance Institute Inc. BPI Certifications in Building Analyst and Envelope are applicable to the Program.
- E. **California Center for Sustainable Energy or CCSE** – organization implementing the San Diego Region Home Energy Rating Rebate Program.

## II. PROGRAM DESCRIPTION

The Program provides a maximum of \$600 in rebates to single-family homeowners in SDG&E territory; \$400 for the first rating on a home under the Program, and \$200 for the second.

## III. RATER QUALIFICATIONS

- A. Current certification by a state-authorized Home Energy Rating System (HERS) Provider as a California Whole-House Home Energy Rater, HERS II Analyst;
- B. Current certification from the Building Performance Institute as a Certified Building Analyst (BPI Certified Envelope Professional also desired, but not required);
- C. Current certification by a state-authorized Home Energy Rating System (HERS) Provider as HERS Building Performance Contractor (BPC);
- D. Agreement to provide customers with a scope of services as outlined in Appendix A;
- E. Agreement to use and fully complete CCSE forms to collect customer rating information;
- F. Agreement to provide CCSE with copies of the customer forms, rating certificates, .bld files, and invoices for each incentivized rating performed;
- G. Agreement to meet insurance requirements as outlined in Appendix B;
- H. Agreement to notify CCSE within 48 hours of any change in certification or insurance.

## IV. SCOPE OF SERVICES

The Rater agrees to perform home energy ratings that include evaluations and reporting based on both HERS II and BPI standards as specified in Appendix A. The manner and method employed by the Rater shall conform with the standards of performance set forth in this Agreement and with all laws, rules

and/or regulations applicable to the performance of such work, including, but not limited to, CEC, DOE, and other state and federal requirements applicable to Rater's performance.

## **V. INCENTIVE AND PAYMENT**

Under this Agreement, CCSE will provide each qualifying customer with an incentive to offset the cost of the rating. Incentive payment and qualification information are subject to the following guidelines:

- A.** The Incentive is a flat fee paid per qualified Rating following energy upgrades. The size, location, and any other characteristics of the home do not change the incentive amount.
- B.** Rater is able to charge the customer the market price for the rating. Upon proper verification of the completed rating (see F. below), CCSE will pay the incentive to the customer as specified above. Customers will have the ability to assign the incentive directly to the Rater through an appropriate signature on the Incentive Application.
- C.** There is no limit to the number of ratings performed by any one Rater. Only two ratings per home will qualify for an incentive.
- D.** Any expenditure in excess of the incentive terms herein shall be charged to the customer.
- E.** Approved Raters will be given access to a submittal portal and should use this portal to submit all projects. Applications and forms will be submitted electronically in PDF format.
- F.** Incentive processing will begin upon receipt and approval of the following documents:
  - 1.** Completed and signed Rebate Application
  - 2.** Completed, initialed and signed SDG&E Letter of Authorization
  - 3.** EnergyPro .bld file for the project
  - 4.** HERS II Rating Report & Certificate
  - 5.** Invoice showing total cost of rating before the incentive, date of rating, and party being charged
- G.** CCSE will process and disburse all incentives within thirty (30) days following the receipt of the completed and approved documentation listed above.

## **VI. TERM OF AGREEMENT**

The term of this Agreement shall be from date of execution to December 31, 2014, unless amended by mutual written agreement of the contracting parties.

## **VII. PERFORMANCE STANDARDS**

Services shall be performed in accordance with the terms of this Agreement, applicable laws and regulations, existing licenses, CCSE procedures and quality assurance standards, and industry technical guidelines. Work in progress, deliverables, and finished products will be reviewed by the CCSE for completeness, compliance with required standards, and responsiveness to contract requirements. The Rater warrants that the services provided hereunder shall conform with the highest standard of care and practice appropriate to the nature of the technical and professional services rendered, that the personnel furnishing said services shall be qualified and competent to perform the services assigned to them, and that the recommendations, guidance, and performance of such personnel shall reflect their best professional knowledge and judgment, but makes no other warranty, express or implied.

## **VIII. SUBCONTRACTORS**

A Participating Rater shall ensure that all contractors and subcontractors working on Rater's behalf comply with all of the applicable terms and conditions of this Agreement and do not perform work for which they are not licensed or certified. Participating Rater shall remain responsible for all work performed by such Rater's hired contractors and subcontractors and shall ensure that such work is completed to the quality standards imposed herein.

## **IX. QUALITY ASSURANCE PROTOCOL**

CCSE will rely on the quality assurance protocols established in Section 1673(i) of the HERS Regulations which requires the HERS Provider to have a Quality Assurance Reviewer to evaluate the performance of the Rater.

Raters agree to maintain an established place of business within the state of California, provide a business phone with answering service, and respond to customers within 24 hours of an inquiry.

## **X. REPRESENTATION**

Rater, its representatives and agents shall not represent themselves as an agent, representative or employee of CCSE or claim association or affiliation with CCSE in any capacity other than as an independent Rater. Further, Rater shall not make false claims about any part of the Program or their performance therein, nor engage in fraudulent or deceitful conduct in the sale or installation of measures.

Rater, its employees and representative shall be solely responsible for all representations made to customers regarding the Program or work performed for a customer under the Program.

## **XI. RATER STATUS**

The following are guidelines that apply to a Rater's status under the Program:

- A.** Pending – Upon submittal of required documents (signed Participation Agreement and insurance documentation, proof of HERS II and BPI certification).
- B.** In Progress – Documents are under review and in need of corrections. Rater will be notified and given an opportunity to submit corrected information.
- C.** Approved – Upon approval of submitted documents, Raters will be placed on the proper Participating Raters List. All Raters must meet the minimum qualifications for participation in the Program and establish a satisfactory work record with CCSE.
- D.** Withdrawn – Raters who fail to meet the Terms and Conditions of this Agreement will be removed from the list of approved participating Raters and this Agreement will be terminated, according to the sections titled "Termination for Convenience" or "Termination for Cause." Raters who have been removed from program participation are not eligible to participate in the Program.
- E.** Re-Instatement – If Rater is terminated from participating in the Program, the Rater may be reinstated by CCSE in CCSE's sole discretion. Rater and CCSE shall enter into a new Rater Participation Agreement if Rater is reinstated. The following minimum conditions may assist CCSE in determining whether to reinstate Rater:

- i. All jobs submitted through the Program with outstanding deficiencies are completed.
- ii. Outstanding customer/Rater complaints are resolved.
- iii. Outstanding issues concerning eligibility requirements such as insurance, bond, or license are resolved.
- iv. Provide proof of meeting all terms of this Agreement.
- v. Meet additional requirements related to ineligibility infraction(s), as determined by CCSE.

## **XII. CCSE SUPPORT**

CCSE will provide the following support services for the Rater:

- A. Rater List – CCSE agrees to provide customers with a list of Raters (without specific endorsement) who are properly certified, agree to meet participation requirements, agree to provide service in a professional manner and assure customer satisfaction.
- B. Promotion – CCSE agrees to promote the Program to eligible customers. Participation in the Program means a Rater is allowed to align its business services with the Program. Participating Raters will also be listed on CCSE’s Program website for the purpose of customer interest and affiliated Rater/Contractor networking.
- C. Rater Meetings – CCSE agrees to conduct Rater meetings, as necessary, to provide information on Program updates, changes, current marketing activities and Program accomplishments.

## **XIII. REPORTS**

Under the Program, individuals and/or companies performing Ratings are required to report information on the rated homes to CCSE. Under the Program, CCSE is required to report information on the rated homes to SDG&E. As such, certain information collected by the Rater and submitted to CCSE on the Rebate Application will be provided to SDG&E to fulfill reporting requirements.

In the event CCSE or SDG&E require additional information from Rater for reporting purposes, Rater shall provide this additional information upon notification and request by CCSE. The information may include generally, but not be limited to, jobs created or retained by Rater, a narrative assessment of the status of work, and certain project execution data. The Rater will provide this information in CCSE’s provided format and media.

## **XIV. CONFIDENTIAL INFORMATION**

- A. In performance of Rater’s work under this Agreement, Rater understands it will receive certain information from customers, including, but not limited to, customer name, address, telephone number, utility usage data, and utility account number. Rater agrees this information shall be deemed Confidential.
- B. Rater shall use commercially reasonable physical, operational, and technical safeguards to preserve the confidentiality, integrity and security of the information while in its possession and control.
- C. All information received from customers shall not be used for purposes other than for the requirements of this Agreement.

- D. All information received from customers shall not be disclosed to any third party, except upon written authorization from customers to allow third-party access to the information.

#### **XV. CUSTOMER SATISFACTION**

By signing this Agreement, Rater and BPC commits to the following:

- A. Train internal staff, as applicable, to field customer inquiries about the Program;
- B. Immediately report to CCSE or its representatives, all customer conflicts that are not resolved to customer's full satisfaction.
- C. Participate in good faith in a conciliation conference when there is a dispute involving the Rater, which has been initiated by a customer. Options for unresolved disputes include filing a complaint with CSLB or filing legal actions to gain restitution or recover damages.

#### **XVI. CONTACT INFORMATION**

CCSE Project Manager:  
Lindsey Taggart, 858.244.1177  
[lindsey.taggart@energycenter.org](mailto:lindsey.taggart@energycenter.org)

#### **XVII. INDEMNIFICATION**

Rater shall indemnify, hold harmless and defend CCSE and its officers, officials, directors, employees, agents and volunteers from and against all claims, damages, losses, expenses, penalties, fines and costs, including reasonable attorneys' fees and court costs, to the extent arising out of the performance of the work and Services caused by any negligent or reckless act or omission or the willful misconduct on the part of Rater and/or any of Rater's officers, officials, directors, employees, agents, and volunteers except to the extent caused by the sole negligence or willful misconduct of CCSE.

#### **XVIII. CHANGES**

CCSE may initiate changes to this Agreement as circumstances dictate. CCSE will make every effort to provide thirty (30) days written notice of changes, which affect pricing or other CCSE Home Performance Program activities. However, CCSE reserves the right to make immediate changes, without notice, as deemed necessary or in the best interest of CCSE and its customers.

Rater agrees to notify CCSE of any Rater address, license or business related changes in writing within 48 hours of the change.

#### **XIX. APPLICABLE LAW**

This Agreement shall be governed, construed and interpreted under the laws of the State of California. Federal rules and regulations govern as applicable.

#### **XX. INSURANCE REQUIREMENTS**

Raters agree to meet all insurance requirements as specified in the attached Appendix B. The insurance requirements relate only to the work performed under this Agreement.

All policies, with the exception of Workers' Compensation, shall name CCSE, its directors, officers, agents, representatives, and employees as additional insured's as relates to work performed pursuant to or incidental to this Agreement. Severability of interests (cross liability) and waiver of subrogation clauses shall be included. Pursuant to the terms of this Agreement, insurance procured by Rater shall not reduce or limit Rater's obligation to indemnify and defend CCSE for claims made or suits brought which result from or in connection with the performance of this Agreement. These coverages when written on an occurrence form, shall be maintained during the entire term of the Agreement. Coverages written on a claims-made form shall be maintained during the entire term of the Agreement and further until one year following termination and acceptance of all work under the Agreement. Insurers shall be rated A-VII or better by A.M. Best. Insurers need NOT BE admitted by the State of California.

Professional Liability/Errors and Omissions are not required but we strongly recommend consideration of such coverage, in consultation with Rater's insurance broker.

#### **XXI. TERMINATION FOR CONVENIENCE**

The CCSE may terminate Rater's services under this agreement by giving the Rater ten (10) days prior written notice of such termination. In the event of termination, Rater agrees to waive any claim for damages, including loss of anticipated profit, resulting from contract termination.

The Rater may terminate this Agreement by providing thirty (30) days written notice to CCSE.

#### **XXII. TERMINATION FOR CAUSE**

CCSE may terminate this Agreement for any violation or failure to comply with the terms of this Agreement, upon written notice to the Rater. Upon notification by CCSE to Rater of termination under this section, the termination takes effect immediately and Rater shall stop any and all work performed under this Agreement. In the event of termination, Rater agrees to waive any claim for damages, including loss of anticipated profit, resulting from contract termination.

While it is impossible to note every type of violation or unacceptable conduct which could lead to termination, the following provides guidance as to some, not all, terminable offenses:

- A.** Failing to maintain all applicable certifications, permits, insurance, and bonds required by Federal, state, and local laws;
- B.** Installing equipment or materials which endanger the safety of the customer;
- C.** Failure to comply with any of the terms or conditions of this Agreement;
- D.** Misrepresenting Rater's relationship with CCSE or CCSE's incentive program either directly or through erroneous or misleading advertising, marketing or other promotional materials;
- E.** Providing false information and/or engaging in acts of intimidation, harassment, or retaliation against any customer, CCSE employee, or person who cooperates in any investigation;
- F.** Violating any part of the Business and Professionals Code;
- G.** Failing to pay a supplier or a sub-contractor in a timely manner which results in a mechanics lien being placed against a customer's property or any equipment, material, or labor for an installation under the program;
- H.** Failing to correct, without charge, any inspection notification within ten (10) working days;  
and

- I. Failing to repair damage to a customer's property resulting from an audit or other Rater action or inaction arising under or related to the Program.

**XXIII. INCORPORATION**

All appendices, exhibits and attachments referenced above are hereby incorporated herein by this reference.

**XXIV. ENTIRE AGREEMENT**

This Agreement, together with any and all appendices, exhibits and/or attachments attached hereto and any amendments, modifications, change orders, addendum and/or any other documents attached hereto and incorporated herein constitutes the entire agreement between the parties hereto and no changes, alterations, or modifications hereof shall be effective unless made in writing and signed by duly authorized representatives of both parties to this Agreement.

ACCEPTED FOR  
**RATER**

ACCEPTED FOR  
**CALIFORNIA CENTER FOR SUSTAINABLE  
ENERGY**

Company: \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDICES/ATTACHMENTS**

Appendix A     Scope of Work

Appendix B     Insurance Requirements



# APPENDIX A

## Scope of Work

The Rater agrees to perform home energy ratings that include evaluations and reporting based on both HERS II and BPI standards as follows:

- A. Combustion appliance zone (CAZ) testing
- B. Home leakage testing
- C. Infrared camera inspection
- D. Visual inspection of the thermal envelope
- E. HVAC system check
- F. Duct leakage testing
- G. Creation of a rating certificate with HERS index
- H. Calculation of expected home energy consumption

# APPENDIX B

## Insurance Requirements

Type of Coverage	Minimum Coverage Limits	
	Occurrence	Aggregate
<b>Commercial General Liability (CGL)</b>		
Bodily Injury (BI), Property Damage (PD) Or Combined Single Limit (CSL)	\$1 M	\$2 M
<ul style="list-style-type: none"> <li>Additional Insured Endorsement</li> <li>ISO form CG 0001 10 93, or other acceptable to CCSE</li> </ul>	\$1 M	\$2 M
<b>Business Automobile Liability (BAL)</b>	<b>Individual</b>	<b>Accident</b>
Bodily Injury (BI), Property Damage (PD) Or Combined Single Limit (CSL)	\$1 M	\$1 M
<ul style="list-style-type: none"> <li>Additional Insured (Coverage noted on certificate)</li> <li>Covering claims arising from ownership, operation, loading, unloading, owned, hired, leased, non-owned, and /or borrowed private passenger and commercial vehicles</li> </ul>	\$1 M	\$1 M
<b>CA Statutory Workers' Compensation (WC)</b>	<b>Employee</b>	<b>Aggregate</b>
Bodily Injury and Illness Or Combined Single Limit (CSL)	\$1 M	\$1 M
<ul style="list-style-type: none"> <li>Rater shall maintain in force WC for all of its employees (exempt if no employees)</li> <li>Including Employer's Liability (EL) and United States Longshoremen &amp; Harborworkers, where applicable</li> </ul>	\$1 M	\$1 M

Insurance required above shall be primary as respects CCSE, its directors, officers, representatives, agents and employees, respectively, (hereinafter referred to as "The Parties") and any other insurance effected or procured by CCSE shall be excess of and shall not contribute with the required insurance. These policies, with the exception of WC, EL and E&O coverages, shall name the Parties as additional insureds as respects work performed pursuant to or incidental to this contract (including coverage for ongoing and products/completed operations hazards) except for active negligence of CCSE in public works construction contracts (Cal Ins Code §11580.04). ISO forms CG 2010 (ongoing operations) and CG 2037 (completed operations), or other forms acceptable to CCSE, shall be used. CGL severability of interests (cross liability), and CGL and WC waiver of subrogation clauses shall be included. Pursuant to the terms of this contract, insurance effected or procured by Contractor shall not reduce or limit Contractor's obligation to indemnify and defend CCSE for claims made or suits brought which result from, or in connection with, the performance of this contract. These coverages, when written on an occurrence form, shall be maintained during the entire term of the contract. Coverages written on a claims-made form, and E&O, EIL, and additional insured endorsements providing products/completed operations coverage shall be maintained during the entire term of the contract and further until one year following completion and acceptance of all work under the contract. Insurers shall be rated A- / VII or better by A.M. Best, or shall be otherwise acceptable to CCSE. Insurers need not be Admitted by the State of California.

Before commencing work on this contract, Contractor's broker or agent shall provide copies of policies and endorsements upon request, and provide a certificate of insurance verifying that at least the minimum insurance coverages required above are in effect. Certificate must disclose any self-insured retention of \$250,000 or more. Certificate must specify whether the liability coverages are written on an occurrence form or a claims-made form, and that the coverages will not be canceled or changed without thirty (30) days advance written notice to the CCSE.

CALIFORNIA CENTER FOR SUSTIANABLE ENERGY  
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ATTENTION: Lindsey Taggart