

Home Energy Score Company Participation Agreement

The Company named below (“Company”) hereby agrees to participate in the Home Energy Score Program (“Program”) on the terms set forth below. The Program is administered by the Energy Council (“StopWaste”) as a partner organization to the U.S. Department of Energy (“DOE”). Prior to conducting Home Energy Score assessments under the Program, Company must sign this agreement. StopWaste may modify this Agreement or terms of participation to address new DOE requirements, lessons learned, and future programmatic goals. StopWaste will notify Company at least thirty (30) days prior to making any changes to the Agreement or terms of participation. Company or StopWaste can terminate the agreement at any time by providing notice of termination. If Company fails to meet program requirements or violates the terms of participation, Company may be suspended or terminated from the program as outlined below. All references to “Assessors” in this Agreement refer to individuals scoring homes under the Program for, or otherwise in connection with, Company.

1. **STOPWASTE RESPONSIBILITIES**

StopWaste administers the Program to provide home energy ratings using DOE’s Home Energy Scoring Tool for single-family homes in the nine Bay Area Counties (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma). The Program provides training and access to the DOE Home Energy Score tool to qualified assessors to perform Home Energy Score assessments for qualifying homes in the San Francisco Bay Area. The Program also fulfills other DOE requirements for Home Energy Score partner organizations. The Program applies only in the geographic areas listed above and this Agreement does not authorize Company or an Assessor to provide Home Energy Score services outside of those areas.

StopWaste administers the Quality Assurance (“QA”) protocols established in Program which requires StopWaste, as the Home Energy Score Partner, to provide mentoring to new Assessors and QA assessments on 5% of homes that receive the Score in order to evaluate the performance of Assessors together with related follow-up. QA protocols are carried out by a contractor to StopWaste.

1. **COMPANY RESPONSIBILITIES**

The Company:

1. Agrees that each Assessor meets DOE requirements for Home Energy Score Assessors, including (1) possessing a current building-related certification recognized by DOE to meet the Home Energy Score requirement, (2) having passed DOE’s online exam for Home Energy Score Assessors (information available here: <http://energy.gov/eere/buildings/home-energy-score-information-interested-assessors>), and (3) completed their mentoring requirements;
2. Agrees that each Assessor has submitted a signed Assessor Participation Agreement to the Program and that Company shall maintain a copy of that Agreement on file during and for at least one year after termination of this agreement;
3. Agrees that each Assessor will comply with the Quality Standards in section IV, below;
4. Agrees that only Assessors meeting the requirements of subsections A and B, above will enter data into the DOE’s Home Energy Score Tool to generate a score and create the Home Energy Score report (“Score Report”);
5. Agrees that Assessors will only use their own individual DOE Home Energy Score Tool log-in information to enter data;
6. Agrees that all information entered in the Home Energy Score Tool and otherwise provided to DOE and StopWaste in connection with the program shall be true and correct;
7. Agrees to provide customers the services outlined in Section III;
8. Agrees that StopWaste may access and use data submitted to DOE’s Home Energy Score Tool;
9. Agrees to explain to customers the Home Energy Score and to provide customers with a copy of the Score Report;
10. Agrees to maintain insurance as outlined in Appendix A;
11. Agrees 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;
12. Agrees to notify StopWaste of any changes to Company address, license or business-related changes, including an Assessor leaving the Company and/or Program, in writing within five (5) business days of the change; and
13. Agrees to comply with all provisions of this Agreement.
14. **HOME ENERGY SCORE SERVICES**

The following types of residences are currently eligible for a Home Energy Score:

1. Detached single-family homes;
2. Duplexes (note: for stacked duplexes, an alternative path is required in the Home Energy Score Tool); and
3. Townhomes, condominiums, rowhouses, or other attached single-family homes that share walls, but each have their own roof and foundation.

Note that not every residence that is eligible for a score may receive a rebate, see section VII regarding Rebate Eligibility below. StopWaste will notify Company if this list is changed by DOE.

The Company agrees that all Home Energy Score assessments will be conducted using the DOE Home Energy Score Tool. The manner and method employed by the Assessor shall conform to DOE’s requirements for the Program, applicable laws and regulations, existing licenses, QA standards, and industry technical guidelines. Data collection for Home Energy Scores shall only be completed by Assessors that meet the requirements in section II, subsections A and B.

The Company 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. Company understands that scores conducted by Assessors who do not meet the requirements in section II, subsections A and B, will be voided and ineligible for rebates.

Assessments must be submitted for approval within thirty (30) days of the assessment date. Scores returned for corrections must be corrected without additional charges to the customer and have any inaccurate or missing information resubmitted within 30 days of the date a score is returned for corrections. Company may request an extension of these deadlines by notifying Program staff in a timely manner via email (BayRENHES@EarthAdvantage.org), including an explanation of the need for the extension and the amount of additional time needed. These requests must be approved by Program staff. Scores that do not comply with these submission deadlines and that are not granted an exception may be voided and ineligible for rebates.

While only Assessors that meet the requirements in section II, subsections A and B may collect on site data and submit scores through the DOE Home Energy Score Tool, individuals that are not Assessors may complete the submittal process through the HEFit database.

1. **QUALITY STANDARDS**

To maintain Program quality and reduce the administrative burden of inaccurate scores on Program staff, if 25% of scores conducted by an Assessor are returned for corrections or clarifications within a sixty (60) day period, the number of new scores that may be conducted by that Assessor will be limited to ten (10) new scores per month until the Assessor receives an additional mentoring session and demonstrates an increase in score quality. During this time, each new score from that Assessor will receive a QA review from Program staff. Scores returned for corrections may be re-submitted in addition to the 10 new scores.

Any Assessor that is routinely not able to meet the program’s Quality Standards may be suspended or terminated from the program as outlined below.

1. **REPRESENTATIONS**

Company, its representatives and agents, shall not represent themselves as an agent, representative or employee of StopWaste or DOE or claim association or affiliation with StopWaste or DOE in any capacity other than as an independent Company working with Assessors for the Program. Further, Company shall not make false claims about any part of the Program or their performance therein. Company, its employees, contractors, and other representatives, shall be solely responsible for all representations made to customers regarding the Program or work performed for a customer under the Program.

1. **CUSTOMER SATISFACTION**

Company agrees to:

* 1. Have available trained personnel to field customer inquiries about the Program.
	2. Provide customers with a copy of the Score Report as quickly as possible and no later than ninety (90) days from the date the assessment is conducted.
	3. Repair, without charge, damage to a customer’s property resulting from an assessment or other Home Inspection action or inaction arising under or related to the Program.
	4. Immediately report to StopWaste or its representatives all customer conflicts that are not resolved to customer’s full satisfaction.
	5. Participate in good faith in a conciliation conference when there is a dispute involving the Company or an Assessor 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.
	6. Provide full, accurate, and complete information in connection with investigations of customer complaints and refrain from engaging in acts of intimidation, harassment, or retaliation against any customer, StopWaste employee or contractor, or person who cooperates in any investigation.
1. **REBATE ELIGIBILITY**

Properties scored under the Bay Area Regional Energy Network (BayREN) Home Energy Score Program may be eligible for a rebate. Rebate funding aligns with the calendar year and may be subject to change annually, or within a year, based on budget and Program uptake. Rebate caps may be placed on a Company, county, type of score, or other Program element, as needed to adhere to the Program budget. Company will be given a minimum of thirty (30) days’ notice of a cap, change in rebate amount, or availability.

The following property or residence types are not eligible for rebates:

1. Homes in the City of Berkeley;
2. Homes in the City of Palo Alto;
3. Homes outside of the nine Bay Area counties (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma);
4. Accessory Dwelling Units scored as a standalone residence (note: ADUs must be scored along with the main house to be eligible for a rebate); and

Questions on rebate eligibility should be directed to Program staff.

1. **CONFIDENTIAL INFORMATION**
2. In performance of work under this Agreement, Company understands it will receive certain information from customers, including, but not limited to, customer name, address, telephone number. Company agrees this information is confidential.
3. Company 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.
4. No information received from customers may be used by Company for any purpose other than to satisfy the requirements of this Agreement.
5. No information received from customers may be disclosed by Company to any third party, except upon written authorization from customers to allow third-party access to the information.
6. **NOTICES**

All notices to Company will be sent to the address and email address in the signature block of this agreement. All notices to StopWaste shall be sent to:

StopWaste Home Energy Score Program Manager

Emily Alvarez, 510-891-6500

ealvarez@stopwaste.org

1. **INDEMNIFICATION**

To the fullest extent permitted by law, Company shall indemnify, defend, and hold harmless StopWaste, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs (including, without limitation, costs and fees of litigation) of any kind whatsoever without restriction or limitation, incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the performance of this agreement. All obligations under this provision are to be paid by Company as they are incurred by StopWaste.

1. **SUSPENSION**

If an Assessor is not able to resume compliance with the Quality Standards set forth in Section IV, above, within sixty (60) days of being notified of non-compliance, they may be suspended from the Program and prevented from submitting new scores altogether until additional training and mentoring has been received.

If Company has more than one (1) Assessor that cannot meet the Program’s Quality Standards within a calendar year, the Company may be suspended, meaning no Assessors working with or for Company may submit new scores until additional assurances are put in place to meet the standards.

If Company or an Assessor is found to be in violation of this Participation Agreement or an Assessor’s individual Participation Agreement, they may be suspended from the Program and prohibited from submitting new scores until correctional measures have been taken.

If Assessor(s) were suspended due to failure by the Company to uphold any section of this agreement, individual Assessor(s) who are in compliance with their Assessor Participation Agreement may move to a different Company in good standing without any suspension. However, if the Assessor who has violated Quality Standards or their Assessor Participation Agreement moves to a different Company, any correctional actions, such as suspension would be evaluated on a case-by-case basis when Program staff evaluates their new application for enrollment.

1. **TERMINATION**

If a Company or Assessor has been suspended two (2) times for Program violations or three (3) times for Quality Standards violations, they may be terminated from the Program.

Company or StopWaste may terminate this Agreement at any time upon written notice to the other party. The termination takes effect immediately and Company shall stop any and all work performed under this Agreement. In the event of termination, Company agrees to waive any claim for damages, including loss of anticipated profit of any home inspection, resulting from termination.

1. **AUTHORITY AND FORM OF DELIVERY**

The person signing below represents that they are duly authorized to sign and deliver the agreement on behalf of Company and that this agreement is binding in accordance with its terms. This agreement may be signed and scanned and delivered to StopWaste in PDF format in which the signed and scanned document shall create a valid and binding obligation of the Company with the same force and effect as if such document were an original.

**Appendices/Attachments**

Appendix A Insurance Requirement

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| 1. **HOME ENERGY SCORE COMPANY CONTACT INFORMATION**
 |
| First Name | Last Name |
| Email | Phone |
| Company Name | Federal Tax ID |
| Company Street Address |
| City | State | Zip |
| 1. **COUNTIES SERVED**
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|  Alameda County  Contra Costa County  Marin County  Napa County  San Francisco County  San Mateo County  Santa Clara County  Solano County  Sonoma County |
| 1. **ACCEPTANCE**
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| On behalf of the Company named above I accept and agree to the terms of this Participation Agreement.**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:** **Print Name:**  |

*The signing representative must have authority to commit the Company to the terms of this agreement.*

**Submit COMPANY agreement via email or standard Mail:**

* **Email:** BayRENHES@EarthAdvantage.org and Ealvarez@StopWaste.org
* **Mail:** StopWaste

Attn: Emily Alvarez

1537 Webster St.

Oakland, Ca 94612

**APPENDIX A**

##### **Insurance Requirements**

* 1. During the life of this agreement, Company and all subcontractors shall maintain the following minimum insurance:

A. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be at least $1,000,000.

B. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall at least $1,000,000.

C. Statutory workers' compensation and employer's liability insurance as required by state law with a limit of at least $1,000,000 per accident for bodily injury or disease. Neither Company nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this agreement. The Employer's Liability policy shall be endorsed to waive any right of subrogation against StopWaste, its employees or agents.

* 1. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. At the request of StopWaste, Company shall submit confirmation that they maintain the required insurance coverage. StopWaste has the right to require Company’s insurer to provide complete, certified copies of all required insurance policies. Company shall not cancel, assign, or change any policy of insurance required by this agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this agreement except after providing thirty (30) days prior written notice to StopWaste. If an insurance policy required by this agreement is unilaterally cancelled or changed by the insurer, the Company shall immediately provide written notice to StopWaste and obtain substitute insurance meeting the requirements of this agreement. Nothing in this subsection relieves Company of its obligation to maintain all insurance required by this Contract at all times during the term of the agreement.
	2. As to all of the policies of insurance listed above, the following shall apply:

A. *Deductibles and Self Insured Retentions.* Any deductibles or self insured retentions must be declared to and approved by StopWaste. At the option of StopWaste, either (1) the insurer shall reduce or eliminate such deductibles or self insured retentions as respects StopWaste, its officers, officials and employees; or (2) the Company shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

B. *StopWaste as Additional Insured.* StopWaste, its officers, officials, employees, agents and volunteers are to be covered as insureds with the same coverage and limits available to the named insured regarding: liability arising out of activities performed by or on behalf of the Company; premises owned, occupied or used by the Company, or automobiles owned, leased, hired or borrowed by the Company. The coverage shall contain no special limitations on the scope of the protection afforded to StopWaste, its officers, officials, employees, agents or volunteers. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured; the additional insured coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater. For any claims related to this project, the Company’s insurance coverage shall be primary insurance as respects StopWaste, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by StopWaste, its officers, officials, employees, or volunteers shall be in excess of the Company’s insurance and shall not contribute with it. Coverage can be provided in the form of an endorsement to the Company’s insurance (at least as broad as ISO Form CG 20 38 04), or as a separate owner’s policy, or on StopWaste’s own form. Additional insured coverage does not apply to errors and omissions insurance.

C. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:

• Any failure to comply with reporting provisions of the policies shall not affect coverage provided to StopWaste, its officers, officials, employees or volunteers.

• The Company’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. *Insurer Rating.* Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

E. *Umbrella/Excess Insurance*. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of StopWaste (if agreed to in a written contract or agreement) before StopWaste’s own Insurance or self insurance shall be called upon to protect it as a named insured.

F. *Subcontractors.* Company agrees to include in all subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Company shall agree to be bound to Company and StopWaste in the same manner and to the same extent as Company is bound to StopWaste under this agreement and Company shall furnish a copy of this agreement’s insurance and indemnity provisions to all subcontractors. All subcontractors shall provide Company with valid certificates of insurance and the required endorsements included in the agreement prior to commencement of any work and Company may be required to provide proof of compliance to StopWaste.

* 1. Company hereby grants to StopWaste a waiver of any right to subrogation which any insurer of Company may acquire against StopWaste by virtue of the payment of any loss under such insurance. Company agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether StopWaste has received a waiver of subrogation endorsement from the insurer.
	2. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this agreement, Company shall immediately notify StopWaste by telephone. Company shall promptly submit to StopWaste a written report, in such form as may be required by StopWaste of all accidents which occur in connection with this agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Company’s subcontractor, if any; (3) name and address of Company’s liability insurance carrier; and (4) a detailed description of accident and whether any of StopWaste’s equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this agreement.