

SAN DIEGO HOME ENERGY SCORE PROGRAM

Assessor Participation Agreement

This Agreement between the Center for Sustainable Energy (CSE) and the Home Energy Score Assessor (Assessor) is made with respect to CSE's San Diego Home Energy Score Program (Program). This Agreement governs the terms of the relationship between CSE and the Assessor and sets forth the terms and conditions under which the Assessor will provide the services through the Program. CSE and the Assessor, which are at times referred to individually as a "Party" and collectively as the "Parties," agree as follows:

I. PROGRAM DESCRIPTION

CSE administers the Program, which provides training and access to the U.S. Department of Energy (DOE) Home Energy Score (HES) tool to qualified Assessors to perform HES assessments for applicable homes in San Diego County and serviced by San Diego Gas and Electric (SDG&E). The Program fulfills other DOE requirements for HES partner organizations. The Program applies only in SDG&E service territory and San Diego County. This Agreement does not authorize Assessors to provide Home Energy Score services outside of this area.

CSE administers the quality assurance protocols established in the DOE HES program which requires CSE, as the HES Partner, to provide mentoring to new assessors and quality assurance assessments on 5% of homes that receive the score to evaluate the performance of assessors. It also requires CSE to complete a follow-up related to all homes that receive quality assurance assessments.

II. REPRESENTATIONS AND WARRANTIES OF ASSESSOR

- A. I meet the DOE's requirements for HES Assessors, including holding an active building-related certification recognized by the DOE and having passed DOE's online exam for HES Assessors (information available here: <https://betterbuildingssolutioncenter.energy.gov/home-energy-score/become-assessor>)
- B. I will provide customers with customer services as outlined in [Section VIII](#);
- C. I agree to use DOE's HES Tool to perform assessment and create the HES Report ([Score Report](#));
- D. I will provide customers with a copy of Score Report;
- E. I agree to allow CSE to access and use data submitted to DOE's HES Tool;
- F. I meet all insurance requirements as outlined in [Appendix A](#);
- G. I 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; and
- H. I will notify CSE of any Assessor address, license or business-related changes in writing within 72 hours of the change.

I acknowledge and agree that CSE is relying on the foregoing representations, warranties, and certifications as a condition to permitting me to participate as an Assessor.

III. PERFORMANCE STANDARDS

The Assessor agrees to perform all home assessments using the DOE HES Tool. The manner and method employed by the Assessor shall conform with the standards of performance set forth in this Agreement, DOE's requirements for the HES program, applicable laws and regulations, existing licenses, and quality assurance standards, and industry technical guidelines.

Assessor 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.

IV. TERM OF AGREEMENT

The Agreement shall become effective as of [REDACTED] and shall remain in full force until Program completion, or December 31, 2019, whichever comes earlier, unless amended by mutual written agreement of the Parties.

V. QUALITY ASSURANCE PROTOCOL

CSE will adhere to the quality assurance protocols established in the DOE HES regulation which requires the HES Partner to provide quality assurance on 5% of the homes to evaluate the performance of the Assessor. CSE reserves the right to provide additional quality assurance as needed.

VI. REPRESENTATION

Assessor, its representatives and agents, shall not represent themselves as an agent, representative or employee of CSE or claim association or affiliation with CSE in any capacity other than as an independent Assessor. Further, Assessor shall not make false claims about any part of the Program or their performance therein.

Assessor, 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.

VII. CONFIDENTIAL INFORMATION

- A. In performance of Assessor's work under this Agreement, Assessor understands it will receive certain information from customers, including, but not limited to, customer name, address, telephone number. Assessor agrees this information shall be deemed Confidential (as defined in VII items B, C, and D).
- B. Assessor 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.

VIII. CUSTOMER SATISFACTION

By signing this Agreement, Assessor commits to the following:

- A.** Train internal staff, as applicable, to field customer inquiries about the Program.
- B.** Correct, without charge, any inaccurate information reported as part of the HES within ten (10) working days of notice; and
- C.** Repair, without charge, damage to a customer's property resulting from an assessment or other assessment action or inaction arising under or related to the Program.
- D.** Immediately report to CSE or its representatives, all customer conflicts that are not resolved to customer's full satisfaction.
- E.** Participate in good faith in a conciliation conference when there is a dispute involving the Assessor, which has been initiated by a customer. Options for unresolved disputes include filing a complaint with the Contractors State License Board (CSLB) or filing legal actions to gain restitution or recover damages.

IX. CONTACT INFORMATION

Michael Arvizu, CSE Program Manager
848.634.4742
Michael.Arvizu@energycenter.org

X. INDEMNIFICATION

Assessor shall indemnify, hold harmless and defend CSE 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 maximum extent permitted under applicable law, which arise out of, result from, or relate to any breach by or failure of Assessor to perform, satisfy, or discharge its obligations under this Agreement, and/or from any breach of any of Assessor's representations, warranties, and/or covenants made to CSE under this Agreement.

XI. CHANGES

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

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

XII. 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.

XIII. INSURANCE REQUIREMENTS

Assessor agrees to meet all insurance requirements as specified in the attached Appendix A. The insurance requirements relate only to the work performed under this Agreement.

All policies, with the exception of Workers' Compensation, shall name CSE, its directors, officers, agents, representatives, and employees as additional insureds as it 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 Assessor shall not reduce or limit Assessor's obligation to indemnify and defend CSE 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 CSE strongly recommends consideration of such coverage, in consultation with Assessor's insurance broker.

XIV. TERMINATION FOR CONVENIENCE

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

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

XV. TERMINATION FOR CAUSE

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

While it is impossible to note every type of violation or unacceptable conduct which could lead to termination for cause, 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.** Failure to comply with any of the terms or conditions of this Agreement;
- C.** Misrepresenting Assessor's relationship with CSE or the Program either directly or through erroneous or misleading advertising, marketing or other promotional materials;
- D.** Providing false information and/or engaging in acts of intimidation, harassment, or retaliation against any customer, CSE employee, or person who cooperates in any investigation;
- E.** Violating any part of the Business and Professionals Code;

- F. Failing to correct, without charge, any assessment notification within ten (10) working days; and
- G. Failing to repair damage to a customer's property resulting from an assessment or other action or inaction arising under or related to the Program.

XVI. INCORPORATION

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

XVII. 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.

XVIII. COMPLIANCE WITH LAWS

Assessor shall comply with all Federal, State, County, local and other governing laws, rules and regulations applicable to its performance under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

HOME ENERGY SCORE ASSESSOR

CSE

Signature: _____

Signature: _____

Name: _____

Name: Lawrence E. Goldenhersh

Title: _____

Title: President

| QUALIFIED ASSESSOR CONTACT INFORMATION | | |
|--|---|-------------|
| First Name: | Last Name: | |
| Email: | Phone: | |
| Company Name: | | |
| Company Street Address: | | |
| City: | State: | Zip Code: |
| BUILDING INDUSTRY CERTIFICATIONS | | |
| Minimum certifications accepted are listed below. Provide the following: (a) Certifications held, (b) Certification ID #, and (c) Name and Email of individual who holds the certification. | | |
| A. Certification Held <input type="checkbox"/> ASHI: ASHI Inspector; Certified Inspector <input type="checkbox"/> BPI: Building Science Principles Certificate of Knowledge <input type="checkbox"/> Build It Green: Certified Green Building Professional (CGBP); Green Point Rater <input type="checkbox"/> CalCERTS: Rater <input type="checkbox"/> CREIA: Certified Home Inspector <input type="checkbox"/> CLEAResult: Building Science Basics Certificate <input type="checkbox"/> GHI: GreenHome Professional <input type="checkbox"/> InterNACHI: Home Energy Inspector <input type="checkbox"/> NARI: Green Certified Professional; Certified Remodeler; Master Certified Remodeler <input type="checkbox"/> NIBI: Certified Home Inspector <input type="checkbox"/> NABCEP: PV Installation Professional <input type="checkbox"/> NATE: Air Conditioning / Heat Pumps; Gas / Oil Heating; Gas / Oil Hydronics <input type="checkbox"/> RESNET: HERS Rater <input type="checkbox"/> PHIUS: Certified Passive House Consultant <input type="checkbox"/> USGBC: LEED: Green Rater or Green Associate <input type="checkbox"/> Other: _____ | B. Certification ID #: | |
| | C. Certification Held By (Name and Email): | |
| ACCEPTANCE | | |
| Signature: _____ | | Date: _____ |
| Print Name: _____ | | |

APPENDIX A

Insurance Requirements

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

Insurance required above shall be primary as respects CSE, its directors, officers, representatives, agents and employees, respectively, (hereinafter referred to as "The Parties") and any other insurance effected or procured by CSE 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 CSE 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 CSE, 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 CSE 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 CSE. 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 CSE.

CENTER FOR SUSTAINABLE ENERGY
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ATTENTION: Michael Arvizu