

**ALASKA HOUSING FINANCE CORPORATION  
AUTHORIZED ENERGY RATER AGREEMENT**

**GENERAL PURPOSE OF AGREEMENT**

The purpose of this agreement is to provide for Alaska Housing Finance Corporation (AHFC) authorization and recognition of energy ratings performed by the Energy Rater for use in AHFC energy efficiency programs pursuant to the provisions of 15 AAC 155.510 – 155.560 and to establish standards which the Energy Rater agrees to follow in performing energy ratings to be submitted to AHFC under this agreement.

This agreement is not to be construed as an endorsement or warranty by AHFC of the quality or accuracy of ratings performed by the Energy Rater and the Energy Rater agrees to make no such representations to any third party.

This agreement is not to be construed as a guaranty of work or a means of earning a living or as a guaranty that the Energy Rater will be approved to perform work in all AHFC programs.

The Energy Rater and AHFC agree as follows:

**1. INCORPORATION BY REFERENCE**

The Alaska Energy Rater Manual, as amended from time to time, is incorporated by reference into this Agreement. Amendments to the Rater Manual become effective 30 calendar days after AHFC notifies the Energy Rater, in writing, of amendments.

**2. DEFINITIONS**

“Energy Rating” means an AHFC-approved method of assessing and rating the energy efficiency of a residential building, including its heating and ventilation systems.

“Rater Manual” refers to AHFC’s Alaska Energy Rater Manual.

“Notify in writing”: AHFC recognizes email notification and communication as the official and preferred method of written communication between AHFC and Energy Raters. Written notification by FAX or USPS may be utilized as a secondary form of written communication.

“Required response time” is from the time the notification has been transmitted by AHFC.

“Failure to perform” occurs when an Energy Rater is un-cooperative or un-responsive to a situation determined by AHFC as needing amending, correcting, or a response from an Energy Rater as pertains to the service and performance agreed to under this agreement.

### **3. TERMS AND CONDITIONS**

- The Energy Rater will provide proof of and maintain a current Alaska business license.
- The Energy Rater will maintain all required certifications required to be in good standing as an Energy Rater as required by the regulations found at 15 AAC 155.510 – 15 AAC 155.560 and the Rater Manual.
- The Energy Rater will notify AHFC of any change in status, including expiration of required certifications, change in contact information, leave of absence etc., within 10 calendar days of the change.
- The Energy Rater will immediately stop work as an Energy Rater upon expiration of any required certifications.
- The Energy Rater agrees to adhere to the minimum standards as described in the Rater Manual.
- The Energy Rater agrees to perform Energy Ratings in accordance with AHFC program guidelines.

The Energy Rater agrees that failure to comply with any of the above listed terms and conditions will constitute grounds for disciplinary action, suspension, or termination of this Energy Rater Agreement.

### **4. ACCEPTANCE OF RATINGS**

AHFC agrees that it may accept energy ratings performed by the authorized Energy Rater for use in any AHFC program requiring an energy rating, provided the Energy Rater is acting in accordance with the program guidelines.

The Energy Rater will directly supervise all on-site assessments, inspections, and/or data collection for energy ratings, and all ratings submitted to AHFC will be performed in accordance with the standards and procedures set forth in the Rater Manual and any applicable AHFC regulations.

The Energy Rater agrees to perform all energy ratings to be submitted to AHFC using only the most current version of AHFC's approved energy rating software. For energy ratings performed using AkWarm© software, the Energy Rater must perform As Is and BEES ratings using the most current version of AkWarm© and the most current energy library. For Post ratings the Energy Rater must use the most current version of AkWarm© but use the energy library previously used to create the As Is energy rating.

The Energy Rater agrees to use the newest release of AkWarm© within 30 calendar days of receipt of written notice from AHFC that a new release is available to the Energy Rater.

### **5. COMPENSATION**

The Energy Rater is not entitled to any compensation under this Agreement. No costs or expenses incurred by the Energy Rater while performing an energy rating will be reimbursed by AHFC.

AHFC may seek to recoup costs from an Energy Rater who is out of compliance or uncooperative when trying to resolve customer or program concerns and/or a failure to perform by the Energy Rater. This applies to situations when the person is no longer an authorized Energy Rater and failed to perform while under this agreement.

## **6. TERM OF AGREEMENT**

This agreement goes into effect the date AHFC executes the agreement and expires October 1, 2015. One, one year extension will be available to the Energy Rater if in good standing at the time the extension request is submitted to AHFC pursuant to section 7 Renewal of this Agreement.

## **7. RENEWAL**

An Energy Rater in good standing with AHFC may make application to AHFC and request renewal of this Agreement, provided:

- a. the Energy Rater has successfully completed continuing training and education requirements and complied with other procedures established by AHFC pursuant to the provisions of 15 AAC 155.540;
- b. the Energy Rater is not under any actions which would suspend or terminate this Agreement pursuant to the provisions of 15 AAC 155.560 or section 9, Termination or Suspension of this Agreement; and
- c. the Energy Rater has demonstrated through testing or observation by AHFC authorized personnel the Energy Rater's competency in completing all components of an Energy Rating.

## **8. Quality Assurance**

An Energy Rater acknowledges and agrees to participate in mandatory Quality Assurance programs as implemented by AHFC. The Quality Assurance program as defined in the Rater Manual includes on-site monitoring, AkWarm© file review, Energy Rater data collection file review, training opportunities and other means to verify the minimum standards are being met. Failure to participate and/or failure to meet the minimum standards and guidelines of the Rater Manual, Agreement, and Program Requirements may result in written reprimands, probation, suspension and/or termination.

## **9. TERMINATION OR SUSPENSION**

- a. If an Energy Rater fails to comply with the terms and provisions of this Agreement, AHFC may, pursuant to the provisions of 15 AAC 155.560, terminate or suspend the Agreement.
  1. If AHFC terminates or suspends an energy rater agreement pursuant to the provisions of 15 AAC 155.560, AHFC will promptly notify the Energy Rater in

writing of the reason for the termination or suspension and advise the Energy Rater of his/her right to appeal the termination or suspension pursuant to the provisions of 15 AAC 150.225.

2. A notice of suspension under this paragraph remains in effect until the Energy Rater takes corrective action and provides AHFC proof of corrective action satisfactory to AHFC as evidenced by AHFC's written rescission of the notice of suspension or until the Energy Rater successfully appeals the suspension.
  3. A notice of termination under this paragraph remains in effect until the Energy Rater successfully appeals the termination or successfully reapplies to become an AHFC authorized Energy Rater.
- b. AHFC and the Energy Rater may terminate this Agreement by mutual consent at any time before the end of the term as set out in sections 6 and 7 of this Agreement.

## **10. INDEMNIFICATION**

The Energy Rater shall indemnify, hold harmless and defend AHFC and the State, their officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Energy Rater, its contractors, or anyone directly or indirectly employed by or otherwise associated with the Energy Rater in any manner during the Energy Rater's performance of energy ratings to be submitted to AHFC.

All actions or claims, including costs and expenses, resulting from injuries or damages sustained by any person or property arising directly or indirectly from Rater's activities in performing energy ratings to be submitted to AHFC which are caused by the joint negligence of AHFC, or the State, and the Energy Rater shall be apportioned on a comparative-fault basis. Any such joint negligence on the part of AHFC or the State must be a direct result of active involvement by AHFC or the State.

## **11. WAIVER**

No provision of this Agreement may be waived unless agreed to by AHFC in writing. AHFC's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Agreement.

## **12. RECORDS**

The Energy Rater shall submit records to AHFC in accordance with the Rater Manual and shall permit any representative of AHFC to examine and make copies of all records related to any energy rating submitted to AHFC at any time during regular business hours upon 24 hour notice.

Energy raters shall attach copies of the following records to the AkWarm© file prior to uploading the file to the ARIS database.

- AKWarm© input sheet or similar documentation, or display all calculations in AkWarm©;
- Blower door test results (Techtite or Retrotech Door Fan file);
- A sketch of the building showing dimensions, elevation, and window sizes, and locations of combustion appliances or heating/domestic hot water systems;
- Photos showing all exterior sides of the house;
- Other notes as needed to complete a rating; and
- Combustion safety/indoor air quality test results will be entered on the Health and Safety tab in AkWarm©.

### **13. ASSIGNABILITY**

This Agreement is based upon the personal qualifications of the Energy Rater and the Energy Rater may not assign or delegate this Agreement.

### **14. GOVERNING LAW**

This Agreement is made and entered into in the State of Alaska and shall be governed by the laws of the State of Alaska. Any action involving this Agreement shall be brought in the courts of the State of Alaska, Third Judicial District, at Anchorage, Alaska.

### **15. COMPLIANCE WITH APPLICABLE LAWS**

The Energy Rater shall perform all activities related to the Agreement in compliance with all applicable laws, regulations and other governing authority.

### **16. INDEPENDENT STATUS**

The Energy Rater acts in an independent capacity and is not an employee, agent or contractor of AHFC. Under this Agreement, the Energy Rater is authorized to perform services on behalf of AHFC for customers and programs of AHFC.

### **17. PRIOR AGREEMENTS**

This Agreement supersedes any prior Agreements and understandings between AHFC and the Energy Rater relating to the acceptance of energy ratings by AHFC. However, this paragraph does not operate to release the Energy Rater from any responsibilities or liability that may have arisen under a prior agreement(s) between AHFC and the Energy Rater.

**18. Certifying Statement:**

I understand by signing this agreement that I am solely responsible for acting in accordance with this Agreement and that AHFC has the authority to hold me accountable for my performance as an Energy Rater. Entering into this Agreement with AHFC is a privilege earned and not guaranteed. Renewal or termination of this Agreement is based on my adherence to and acceptance of the terms and conditions and all other requirements and responsibilities bestowed upon an Energy Rater by this Agreement, the Rater Manual, AHFC program guidelines, applicable Alaska Statutes, and the regulations found at 15 AAC 155.510 - 15 AAC 155.560.

DATED: \_\_\_\_\_

\_\_\_\_\_

Energy Rater Signature

\_\_\_\_\_

Energy Rater PRINTED NAME

Date of authorization by AHFC: \_\_\_\_\_

ALASKA HOUSING FINANCE CORPORATION

By: \_\_\_\_\_

Gregory Rochon  
Administrative Services Director