



# BPI Rating Program

POLICIES AND PROCEDURES



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### **Acknowledgements**

The Building Performance Institute, Inc. would like to thank those who support the BPI national expansion and all of the dedicated professionals who have participated in the development of this document.

### **Disclaimer**

BPI will post the latest version of this document at [www.bpi.org](http://www.bpi.org). Prior to participating in any available service through BPI, check to ensure that you have based your decision to proceed on the most up-to-date information available. BPI reserves the right to modify documents prior to accepting any application.

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## 1. About BPI

Founded in 1993, the Building Performance Institute (BPI) is the nation's premier certification and standard-setting organization for home performance professionals. BPI is accredited by the American National Standards Institute, Inc. (ANSI) as a developer of American National Standards and as a certifying body for personnel credentials. BPI develops the technical standards for home energy audits and for energy efficiency, health, and safety improvements. From these standards, BPI develops rigorous written and field exams resulting in one of BPI's 14 professional certifications.

BPI also offers 3 programs ([BPI GoldStar Contractor](#) for companies, [Rating Program](#) for raters, and [BPI Product Listing](#) for manufacturers) and one certificate ([Building Science Principles](#)). BPI Certified Professionals hold over 18,000 active certifications supported by 130 BPI Test Centers and 340 Proctors. BPI has BPI Goldstar Contractors across the country.

BPI is a 501(c)3 corporation registered in the state of New York. The corporation was incorporated on January 18, 1996 and the corporation number is 14-1789014. The objective of the corporation is to provide credentialing for individuals and corporations involved in the residential retrofit industry. BPI is headquartered in Malta, NY.

## 2. Introduction to the BPI Rating Program

The BPI Rating Program provides individuals and businesses engaged in home assessments, inspection and home improvement related activities with a competitive advantage by ensuring that they have met adequate prerequisites, staffing and quality management systems in place that can result in the delivery of consistent, high quality energy performance building ratings.

Participation in the BPI Rating Program is voluntary and requires a true commitment to approach each project from a whole building perspective. A BPI Rater Company is committed to providing accurate, consistent home energy score ratings and educating consumers on the value of a whole house comprehensive approach.

The BPI Rating Program helps ensure that BPI Rater Companies and BPI GoldStar Contractors with Qualified Home Energy Score Staff (GSCwHESS) have the tools and techniques necessary to impress upon the customer the value and importance of the energy efficient improvements. Depending on entity selection, the model allows the flexibility to; a) perform third-party ratings as a stand-alone service, b) to provide ratings and comprehensive assessments and work as a consultant to the homeowner to help coordinate installation of improvements, or c) to provide ratings, comprehensive assessments, and develop a comprehensive work scope and perform the work (limited or comprehensive, based on what is accepted by the client and appropriate).

## 3. How does the Rating Program Work?

The application process begins when a company submits a BPI Rater application and supporting information to BPI. Once all requirements have been met by the company, BPI and the company will enter into a Rater Agreement that defines the duties and responsibilities of each party. All entities seeking to participate as a BPI Rater Company are expected to conform to the terms of the Rater Agreement, in addition to complying with any applicable local, state or federal regulations.

## 4. Procedures to become a BPI Rater

### 4.1 Eligibility

Entities applying for BPI Rater Company/GSCwHESS status must agree to comply with the BPI Rating Program Policies and Procedures, the BPI Rater Agreement, and BPI national technical standards when applicable. A company may form a separate legal business unit and have that business unit participate as a BPI Rater Company/GSCwHESS, in which case the separate business unit, and not the parent company, will be subject to the terms and conditions listed in this document. Parent companies not participating in the BPI Rating Program may not represent that they are a BPI Rater Company/GSCwHESS.

### 4.2 Submission Requirements

BPI requires entities applying for BPI Rater Company/GSCwHESS status to submit the following:

- Completed [Application for BPI Rater](#)
- Supporting documentation for review and approval
- [Rater application fee](#)

Companies applying for the first time and meeting the required program criteria, will be qualified to provide ratings from the date of approval until December 31 of that same year. Renewal, outlined below, will be valid for one calendar year (January 1 thru December 31). BPI reserves the right to approve or not approve an application at its own discretion.

### 4.3 Qualified HES Assessor Renewal

BPI Rater Companies/GSCwHESS shall ensure Qualified HES Assessor staff demonstrate continued compliance to the US Department of Energy (DOE) and BPI requirements to maintain their status.

#### 4.3.1 Compliance Essential Elements

- Qualified HES Assessors must remain in compliance with DOE and BPI minimum performance, and
- BPI Rater Companies/GSCwHESS shall meet BPI Rating Quality Assurance requirements in order to qualify for renewal consideration
- BPI Rater Companies/GSCwHESS s must report any change in operations that will have an impact on their compliance or status
- BPI Rater Companies/GSCwHESS must submit a list of individuals who will be performing ratings or who will be responsible for ratings performed by field technicians
- Qualified HES Assessors shall be dually certified as BPI certified professionals and as DOE Home Energy Score Qualified Assessors in order to conduct diagnostic testing and provide a comprehensive assessment. Their certification designations must be maintained as part of the renewal process for verification by BPI.
  - Minimum Eligibility Requirements:
    - BPI Building Science Principles of Knowledge Certificate for completing ratings

- Building Analyst Professional, Envelope Professional, Home Energy Professional Energy Auditor, Home Energy Professional Quality Control Inspector when coupling comprehensive assessment with a rating
- Alternate Certification: Individuals who are not certified by BPI, but are RESNET certified raters, may apply for entry into the BPI Rating Program. Those individuals must obtain appropriate BPI credentials prior to renewal (within one year). The individual is not required to terminate or relinquish their relationship with their RESNET provider nor are they required to cease to perform RESNET ratings, but must be able to demonstrate proof upon request that BPI requirements are being met.

### 4.3.2 Renewal

- BPI Rater Companies/GSCwHESS must annually renew their status and documentation and pay renewal fees
- Renewal invoices will be sent approximately 60 days prior to the renewal date
- Failure to pay by the renewal date will result in deactivation of BPI Rater Company/GSCwHESS status

BPI reserves the right to renew rater status at its own discretion.

## 5. Obligations of a BPI Rater Company

Formal roles and responsibilities for BPI and BPI Rater Companies are detailed below.

### BPI Rater Companies shall:

- Maintain the necessary and proper business systems necessary for operating a rating business
- Own and properly maintain all necessary diagnostic test equipment. Maintenance includes routine calibration according to manufacturer's recommended calibration schedules. Calibration records for diagnostic testing instruments in its inventory will be made available to BPI upon request.
- Follow the DOE Home Energy Score protocols for Home Energy Scores
- Pay BPI Rating Program application fee and other applicable fees according to the [BPI Rating Program Fee Schedule](#)
- Follow applicable BPI standards where applicable and protocols when performing comprehensive assessments and/or any improvement services for customers
- Record essential project information for all residential projects that involve BPI established standards. These records shall be maintained and be accessible for review during any BPI QA review.
- Utilize internal quality controls in the conduct of its business operations to ensure consistent quality delivery of services and conformance to applicable standards, protocols, laws, and regulations

- Employ sufficient numbers of BPI credentialed professionals who are Qualified HES Assessors to satisfy the work load and scope of services
- Notify BPI in writing of credentialed staff changes
- Train company staff, as applicable, to communicate the message of whole building performance

**BPI GoldStar Contractors with Qualified HES Assessor Staff shall:**

- Employ sufficient numbers of BPI certified professionals who are Qualified HES Assessors to satisfy the work load and scope of services
- Notify BPI in writing of certified staff changes
- Follow the DOE Home Energy Score protocols for Home Energy Scores
- Practice other basic business requirements including but not limited to insurance, licensing, and bonding as required by law or by BPI and shall provide required documents to BPI upon application, upon renewal or upon request at any other time at BPI's discretion. Submit data on ratings performed.
- Perform a minimum of five (5) ratings per quarter and receive one (1) quality assurance inspection per year

Less than five (5) ratings per quarter will result in a warning and removal from the website locator tool listing. If a total of twenty (20) ratings and one quality assurance visit are not completed annually (within 30 days of suspension notice), the rater will be de-listed, lose rater standing, and will no longer be able to provide ratings as a BPI Rating Company. BPI Rater Companies that are suspended will be able to apply for reinstatement after 60 days, and must provide a business plan demonstrating the quality management systems that will allow them to meet BPI requirements. Reinstatements shall be at the sole discretion of BPI.

## 5.1 Improvements for Rating Customers

**BPI Rater Companies** are legally licensed businesses that provide stand-alone ratings or when dually certified as BPI Building Analyst, Envelope Professional, Home Energy Professional Energy Auditor, or Home Energy Professional Quality Control Inspector provide ratings coupled with comprehensive assessments using diagnostic test equipment, and may support customers in completing improvements under a signed written agreement with the customer.

**BPI GoldStar Contractors with Qualified HES Assessor staff (GSCwHES)** provide stand-alone ratings or ratings coupled with BPI technical standard guided comprehensive assessments, and may complete the improvements under a signed, written agreement with the customer, and shall comply with BPI GoldStar Contractor Policies and Procedures.

## 5.2 Quality Assurance Inspections

BPI Rating Program is required to conduct 5% on-site quality assurance (QA) verification of ratings to comply with DOE Home Energy Score partnership requirements. QA inspections are completed by BPI staff and/or third-parties under contract to BPI. QA inspection sites are randomly selected for verification based on ratings submitted in the previous quarter. The rater may attend all such

inspections at his/her discretion. Upon request, inspections may be arranged in advance as a ride-along when the rating is performed.

### **5.3 Quality Assurance Adherence**

All BPI Rater Companies and GSCwHESS shall:

- Participate in BPI's Rating Program QA and receive feedback on their ratings work
- Utilize QA feedback to help improve the delivery of services for their customers
- Abide by the terms and conditions contained in their Rater Agreement
- Follow the DOE Home Energy Score protocols for ratings and applicable BPI standards for comprehensive assessments

### **5.4 Standardized Data Collection/Reporting Requirement**

BPI Rater Companies and GSCwHESS shall:

- Collect the Home Energy Score Data either using the standardized form provided by DOE and the DOE rating tool or software suitable for comprehensive assessments that is approved for use in the BPI Rating Program that has the ability to provide an accurate HPXML transfer to the database or directly to the tool using DOE's API.
- Keep records on each rating provided, a copy of the report provided to the consumer, and any improvements that are made. BPI GSCwHESS shall follow BPI GoldStar Contractor policies and procedures for documentation and record keeping.
- Obtain a customer's signature of satisfactory completion and delivery of the final report.

### **5.5 Employment of BPI Certified Professionals**

BPI Rater Companies and GSCwHESS agree to hold required minimum credentials and GSCwHESS agree to employ staff in sufficient quantity for the scope of the business operation sufficient to conduct ratings, comprehensive assessments including testing to BPI Standards, review, and sign off on certificates of completion for completed improvements when applicable. A minimum of one full time properly Qualified HES Assessor per company location is required.

### **5.6 Training of Organization's Staff**

BPI Rater Companies and GSCwHESS shall train non-technical staff on the building science principles of whole house home performance, and field staff shall be educated on BPI standards in order to apply them in assessments and installing improvements. A strong training system that utilizes feedback from the QA reviews will assist employees in delivering consistently high quality work.

### **5.7 Equipment**

BPI Rater Companies and GSCwHESS must ensure that they have the necessary serviceable, calibrated tools, equipment and instruments available for conducting ratings. Diagnostic testing is not required to administer DOE's Home Energy Score; however, all Qualified HES Assessors are strongly encouraged at minimum to perform blower door testing.

**Table 1: Typical Equipment for Ratings and Comprehensive Assessments**

Blower Door with flow plates	Duct Pressurization Device
Digital micro-manometer	Pressure probes
Hoses w/connectors	Pressure Pan

## 5.8 Notice of Potential Opportunities

At the time of the rating, BPI Rater Companies and GSCwHESS shall provide customers with a Home Energy Score rating report at minimum and will provide standard house-as-a-system educational material to each customer. Customers that receive a rating and comprehensive assessment shall receive a complete assessment report within a reasonable time frame and before a contract scope of work is negotiated. Information on BPI's QA for the Program shall be distributed to each customer.

Two service delivery options will be available to customers served by BPI Rating Program entities:

- A Home Energy Score delivered with Home Energy Score standard recommendations\* at the time of assessment
- A Home Energy Score delivered by email or other electronic media, or in person within a reasonable time frame of assessment

\* At the discretion of the state, municipal or local programs.

## 5.9 Customer Issue Resolution

BPI Rater Companies and GSCwHESS must have in place a written customer dispute resolution policy. This policy should articulate a specific response time for the initial customer inquiry. It should also indicate a step-by-step timeframe for responding to and resolving customer concerns. BPI Rater Companies and GSCwHESS must maintain written documentation of these communications for use in their internal quality management process to determine whether they are operating in conformance with the BPI Rater Agreement, DOE Home Energy Score protocols, these policies and procedures, and BPI standards. BPI Rater Companies Raters and GSCwHESS shall report customer issues to BPI as they arise as part of their normal reporting process and also report to BPI once the issue is resolved.

## 5.10 Proof of Registration, Licensing, Bonding and Insurance

BPI Rater Companies and GSCwHESS shall continue to maintain proof of registrations, licensing and bonding that meets all state and local requirements (where applicable) and provide documentation to BPI upon request. BPI Rater Companies and GSCwHESS must continue to carry appropriate liability insurance(s) as described on the Rater application, or such amounts as may be required by local, state, or federal regulations. BPI Rater Companies and GSCwHESS must maintain worker's compensation insurance in accordance with their state's specific requirements. Insurance documentation shall be provided to BPI upon request.

## 5.11 Disclosure of Information

BPI Rater Companies and GSCwHESS shall provide BPI with access to certain records or data that substantiate their compliance with their agreement with BPI and related work volume upon request.

BPI Rater Companies and GSCwHESS shall provide ratings for existing homes under the BPI Rating Program brand that are calculated using the Home Energy Score tool. BPI may establish alternate systems from time-to-time with adequate notice and information on appropriate training for raters.

## 5.12 Multiple Office Locations

Only one Rater agreement is required even if multiple business locations are under operation. Companies with multiple business locations must notify BPI of all locations and any changes or additions to those locations as they occur. Each location must meet adequate staffing requirements.

## 5.13 Brand Use Policy

BPI Rater Companies and GSCwHESS shall be granted non-exclusive rights to use the appropriate BPI brand under the terms of the BPI Rater Agreement and in accordance with the BPI Brand Use Policies and Procedures available from BPI in connection with marketing and other prepared materials.

## 5.14 Change of Address, Contact Information, and Certification Status

BPI Rater Companies and GSCwHESS who change their legal address, contact information or changes in staffing with regard to certification must notify BPI in writing of the actual change in address within 30 days of the change. This shall be done by sending notification via email to [Rater@bpi.org](mailto:Rater@bpi.org), or in writing to:

Building Performance Institute, Inc.  
Attn: BPI Rating Program  
107 Hermes Rd., Suite 210  
Malta, NY 12020

## 6. Obligations of BPI

BPI shall assume the following obligations to BPI Rater Companies and GSCwHESS:

- Review and evaluate candidate applications
- Offer individual credentialing services consistent with the certification model
- Develop marketing resources to educate customers about the benefits of building performance contracting
- Develop educational resources that will help BPI Rater Companies and GSCwHESS in their home performance business activities
- Develop, update and maintain technical resources (e.g., BPI standards to support BPI certification, BPI GoldStar Contractors and QA)
- Work in good faith with BPI Rater Companies and GSCwHESS to resolve any dispute concerning the Rater Agreement or either party's respective obligations
- Limit its participation in disputes between BPI Rater Companies and GSCwHESS and their customer to ensuring that the BPI Rating Companies is performing its work in conformance with the company's Customer Dispute Resolution Policy.

- Provide clear guidance to BPI Rater Companies and GSCwHESS of its policies on breach, suspension, termination, and appeal
- Deliver in writing using a traceable delivery service any notice of suspension or termination to BPI Rater Companies and GSCwHESS
- Develop clear policies with respect to how BPI will handle appeals of suspension or termination actions by BPI Rater Companies and GSCwHESS
- Protect and defend the integrity of the BPI brand in the marketplace
- Provide enhanced QA to assist contractors by creating/revising internal quality management systems, enhancing technical knowledge of comprehensive home assessments and performing improvement work, and advising in areas of marketing, advertising and general sales practices. If enhanced Quality Control assistance is requested, or if additional QA is required based on unacceptable QA results that require mitigation, additional fees for this consulting service will be charged to the BPI Rater Company and GSCwHESS along with BPI's out-of-pocket costs for travel and per diem.

## **6.1 Review and Evaluate Candidate Applications**

BPI will review candidate applications as they are received and provide feedback on any deficiencies in the application that need to be corrected prior to granting BPI Rater Companies or GSCwHESS status. Once the application has been approved and accepted, and the fee paid, BPI will process a Rater Agreement for counter-signature by the BPI Rater Company or GSCwHESS. BPI will provide raters with a certificate suitable for framing. The certificate will indicate the period of BPI Rater Company or GSCwHESS status, ID number and will indicate the entity choice and scope of services the BPI Rater Company or GSCwHESS is qualified to perform under their BPI Rater Agreement.

## **6.2 Individual Credentialing Services**

BPI develops individual professional certifications in a variety of areas for building performance, including but not limited to building analyst, envelope, heating, air conditioning/heat pump, manufactured housing, installer, crew leader, quality control inspector, and multifamily. BPI incorporates the [testing knowledge list](#) that assists candidates in understanding the scope of written and field testing for each BPI certification. BPI aligns its written and field practical testing to its knowledge base. BPI will provide certification services to individuals seeking to demonstrate competency in one or more of these job designations and achieve BPI certified professional status.

## **6.3 Marketing Resources to Educate Customers**

BPI will work with DOE, BPI Rater Companies and GSCwHESS, and related government and industry to educate consumers about the value of whole house contracting services performed by BPI Rater Companies or GSCwHESS, and provide materials to support this effort.

## **6.4 Development and Maintenance of BPI Standards**

BPI uses an open, consensus-based Standards Technical Committee. Subject matter experts from across the building industry participate in the development and ongoing maintenance of BPI standards.

## 6.5 Development of BPI Rating Companies QA Program

BPI agrees to provide a rigorous, third-party QA for its BPI Rating Program. The QA provides BPI Rater Companies and GSCwHESS with feedback on their conformance to BPI and DOE protocols. The program also identifies areas where the companies can improve their delivery of services.

## 6.6 Dispute Resolution BPI Rating Program Participants

BPI will work in good faith with participants of the BPI Rating Program to resolve any dispute concerning the Rater Agreement or either party's respective obligations through an acceptable alternative dispute resolution procedure. In the event the parties are unable to agree upon an acceptable alternative dispute resolution procedure, the parties agree that any dispute remaining unresolved shall be resolved exclusively by binding arbitration before one single arbitrator, under the rules of the American Arbitration Association. Judgment on any arbitration award rendered in accordance with this section shall be final and binding on all parties. BPI and the BPI Rater Companies and GSCwHESS waive their right to initiate legal proceedings or other legal remedies, including, but not limited to, injunctive relief and monetary damages, in any court, except to the extent it is required to enforce the arbitration award; provided, however, that either party may seek temporary injunctive relief in a court of competent jurisdiction before proceeding to any alternate dispute resolution procedure.

## 6.7 Dispute Resolution with BPI Rater Companies or GSCwHESS Customers

BPI will limit its participation in disputes between BPI Rater Companies and GSCwHESS and their customer to ensuring that the BPI Rater Companies and GSCwHESS are performing work in conformance with the BPI Rating Program Policies and Procedures and DOE protocols. This will be verified through QA inspections conducted for the Program. BPI may at the request of a customer provide information on a company's conformance or non-conformance with rater requirements and BPI requirements following a review of the project record.

## 7. Billing

By becoming a BPI Rater Company or and GSCwHESS, you authorize BPI to charge you an application fee and annual renewal fee at the current rate according to the business model you choose, as published in BPI's [Rating Program Fee Schedule](#).

### 7.1 Rating Fee

You authorize BPI to charge you a processing fee per rating you submit through the BPI Rating Program, as described in BPI's [Rating Program Fee Schedule](#).

### 7.2 Price Changes

BPI reserves the right to adjust pricing for participation in the BPI Rating Program or any component thereof at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in this Policy and Procedure, any price changes to your service will take effect following email notice to you.

### 7.3 No Refunds

PAYMENTS ARE NON-REFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, with the exception of suspension or termination, you will continue to have access to the rating system through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our rating system participants ("credits"). The amount and form of such credits, and the decision to provide them, are at the sole and absolute discretion of BPI. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

### 7.4 Cancellation

You may cancel participation in the BPI Rating Program at any time, and you will continue to have access to the rating system through the end of your billing period. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL PARTICIPATION PERIODS. To cancel, send an email to [Rater@bpi.org](mailto:Rater@bpi.org) informing BPI that you wish to cancel your participation. You will receive a confirmation email from BPI.

## 8. Non-Compliance, Suspension, Termination and Appeal

### 8.1 Non-Compliance

BPI will notify a BPI Rating Program participant in writing by email when they are in breach (based on non-conformance) of the BPI Rater Agreement. Companies will have fifteen (15) business days to provide evidence to BPI that the breach condition has been rectified and that the company's policies and procedures have been changed to prevent a similar violation in the future. Deactivation of the rater listing on the locator tool will occur immediately upon notice of breach.

#### 8.1.1 Requirements for Removing Non-compliance Status

In order for the participant to return to compliance with the Rater Agreement the company shall:

- Rectify or respond to conditions within thirty (30) days of the letter/email and submit a copy of the report signed and dated by the homeowner and the responsible certified Rater within thirty (30) days of the date of the breach notice
- Submit a training plan to address the deficiencies listed in the breach notice with signed homeowner/technician report
  - This plan will include the training plan for credentialed rater staff about the breach issue
  - The training plan will include credential ID number(s), full name and proof of training completion and be submitted to the Contractor Programs Department within thirty (30) days of the breach letter
- Submit a retention plan for credentialed staff that corresponds to the work being performed by that company
- Submit proof of employment of the credentialed staff in the form of a letter/email from the technician stating the following information: candidate ID number, Home Energy Score ID

number, full name, home address, individual email address (not a shared company email address), date of hire and a statement that they are a full-time employee of your organization

- Submit required information in the form of a letter or email to the Contractor Programs Department, Attention: Manager of Contractor Programs, from the primary contact listed in the account record

If corrective action is ordered, the companies may at the discretion of BPI, be removed from the locator tool listing until corrections are completed. If conditions requiring correction are not complete within thirty (30) days, the Rater will be suspended for up to another thirty (30) days or until corrective actions have been made; the rater must cease providing ratings services until compliance is established.

## 8.2 Suspension

BPI may suspend a BPI Rater Company or GSCwHESS for a period of not less than fifteen (15) business days for corrective actions to be made. Deactivation of the company listing on the BPI locator tool will occur immediately upon notice of suspension. A suspended BPI Rater Company or GSCwHESS must cease providing rating services until approved compliance has been established.

Examples of suspension conditions include, but are not limited to:

- Substantive violations of BPI Rating Program Policies and Procedures and DOE protocols in conducting and reporting ratings
- BPI certified staff for the level of work conducted falls below the minimum required level
- Required information is not submitted in response to BPI QA review
- Violation of the Rater Code of Ethics
- The Qualified HES Assessor and/or BPI Rater Company or GSCwHESS is charged or indicted by authorities for legal violations involving financial crimes, violence, moral, or ethical crimes. BPI may, at its discretion, suspend the BPI Rater Agreement immediately pending outcome of the matter.
- Failure to notify BPI within fifteen (15) business days after losing minimum levels of credentialed staff, and does not make acceptable arrangements with BPI within the time period needed to meet BPI certified staffing requirements
- If BPI finds that the participating organization is in breach of the terms of the BPI Rater Agreement and the breach conditions are not corrected by the BPI Rater Company or GSCwHESS within thirty (30) business days of receiving electronic written notice from BPI.

### 8.2.1 Corrective actions to return to compliance

Contacting BPI with the corrections requested within fifteen (15) days of notification of suspension with a substantial plan, in order that these suspension conditions will not occur in the future. Submit a plan of Quality Management Systems to be reviewed by BPI.

## 8.2.2 Termination of Rater Agreement

The Rater Agreement will be terminated if:

- BPI Rating Program participant fails to pay rater fees
- GSCwHESS, Qualified HES Assessor staff or BPI Rater Company commits a deliberate material breach of the Rater Agreement
- GSCwHESS, Qualified HES Assessor staff or BPI Rater Company repeats the same breach items on three (3) separate occasions in a year. BPI reserves the right to review the company's business plan and quality management systems in order for the contractor to reapply for rater status.
- GSCwHESS, Qualified HES Assessor staff or BPI Rater Company fails to make the corrective actions for breach within sixty (60) business days. A new Rater Application may not be made for one (1) year after termination.
- BPI Rating Program participant ceases conducting business in the normal course, makes an assignment for the benefit of its creditors, or otherwise becomes a party to any judicial or administrative proceeding in bankruptcy, receivership or reorganization for the benefit of its creditors
- If a Rater Agreement is terminated, a new Rater Application may not be made for one year after termination. BPI reserves the right of refusal of Rater Application if a Rater Agreement was previously terminated.
- The BPI Rating Program participant or their staff is charged or indicted by authorities for legal violations involving financial crimes, violence, moral, or ethical crimes. BPI may, at its discretion, suspend the BPI Rater Agreement immediately pending outcome of the matter

## 8.3 No Reapplication for Rater Status

- A BPI Rater Company or GSCwHESS may not reapply for rater status if termination was a result of the rater's conviction or censor by a judicial or regulatory body or licensing organization for crimes involving financial or fiduciary crimes, violence violent, moral crimes, or ethical crimes
- BPI reserves the right of refusal for Rater Application if a Rater Agreement was previously terminated

## 8.4 Official Notification Process

- All notices of non-compliance will be emailed to the primary contact listed with BPI at the time of application
- All notices of suspension or termination will be served in writing by BPI using a traceable delivery service
- Terminations shall become effective not less than fifteen (15) business days from the date the notice is initiated via traceable delivery service unless the reason for termination is non-payment in which case the termination date is the date of the expiration of the agreement

- BPI Rater Company or GSCwHESS shall be provided with a detailed description of the reason for termination, and references to applicable sections of these policies and procedures, QA, or Rater Agreement or other material as may be considered.

## 8.5 Appeals Handling and Process

- If the termination is appealed, except for non-payment, then the Qualified HES Assessor or BPI Rater Company or GSCwHESS shall be suspended pending the outcome of the appeal
- BPI Rater Company or GSCwHESS shall submit a written letter to BPI requesting a review of the termination action being taken with specific supporting information to substantiate why BPI should reconsider. The letter must specifically address the items in the notice of termination. The letter should be submitted by traceable mail and addressed to:

Building Performance Institute, Inc  
Attn: Rater Appeal  
107 Hermes Rd., Suite 210  
Malta, NY 12020

- BPI shall have a maximum of thirty (30) calendar days to review an appeal and respond with a formal written response
- Qualified HES Assessor or BPI Rater Company or GSCwHESS that still disagree with the final decision of BPI may opt to move to arbitration in accordance with the "Dispute Resolution with BPI Rater Organization" terms in the BPI Rater Agreement
- Termination for failure to pay fees is not appealable

# Appendix A – Sample Rater Agreement



## BPI Rater Agreement

THIS AGREEMENT is effective as of the \_\_\_ of \_\_\_\_\_ (the "Effective Date"), by and between [*enter company name*] with an address at [*enter address*], known as the BPI Rater Company/GoldStar Contractor with Qualified HES staff (GSCwHES), and Building Performance Institute, Inc. ("BPI"), a New York, not-for-profit corporation, with an address at Saratoga Technology + Energy Park, 107 Hermes Road, Suite 210, Malta, NY 12020.

The parties have executed this Agreement as of the day and year first above indicated:

Your signature confirms that you understand and accept the terms and conditions of this Rater Agreement, and have read Exhibit A, B, and C.

Approved as a BPI Rater company/GSCwHES as of:

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

Building Performance Institute, Inc:

BPI Rater Company/GSCwHES:

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Bruce DeMaine

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

Title: Chief Operating Officer

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

- EXHIBIT A  
BPI Rating Program Requirements
- EXHIBIT B  
BPI Rating Program Policies and Procedures
- EXHIBIT C  
BPI Rating Program Fee Schedule

**Note:** Exhibits B and C are all available on the BPI website ([www.bpi.org](http://www.bpi.org))

## **EXHIBIT A: RATER AGREEMENT**

**WHEREAS**, the BPI Rater company/GSCwHESS desires to conduct rating activities in conformance with the BPI Rating Program, and promote their organization by earning certain BPI credentials and BPI has the framework in place which can assist the BPI Rater Company in pursuing those goals.

**NOW, THEREFORE**, for good and valuable consideration and in consideration of the mutual covenants and obligations herein, the parties hereto agree as follows:

### **1. BPI Rating Program Policies and Procedures**

1.1 The parties agree to comply with the BPI Rating Program Policies & Procedures annexed hereto and made a part hereof as Exhibit "B," which includes an appendix on requirements for rating projects as required by BPI.

1.2 Certain capitalized terms in this Agreement shall be defined as set forth in Exhibit "B."

1.3 Term of Agreement, Notice of Breach, Suspension or Termination, and Automatic Renewals

1.4 The term of this Agreement shall be one year from the date of this Agreement and shall renew automatically for subsequent one year periods, unless either party notifies the other, in writing, of its desire not to renew this agreement at least 60 days prior to the end of the term or renewal term thereof.

1.5 BPI will notify a BPI Rater Company/GSCwHESS in writing when it is in breach of this Agreement. Matters of breach, suspension and termination shall be executed as described in the BPI Rating Program Policies and Procedures.

### **2. Business Locations**

The business locations covered by this Agreement are as follows: \_\_\_\_\_ . BPI shall include in this Agreement additional business locations identified by the BPI Rater Company/GSCwHESS as conforming to the requirements of this Agreement. Other businesses that are not listed or that do not conform to the requirements of this agreement shall not be promoted or advertised as being part of the BPI rating system network, and shall refrain from offering rating services.

### **3. Payment Terms**

Payments for services rendered shall be paid to BPI in accordance with the predetermined schedule of fees annexed hereto as Exhibit "C." The BPI Rater Company/GSCwHESS shall remit payment to BPI online by credit card as per the terms noted on the invoice, or by ACH transfer from a bank online.

### **4. Amendments to Agreement and Notices about Changes**

Any notice to be given to either party under this Agreement must be in writing and must be delivered in person (effective upon receipt), or via certified mail or by overnight courier to the last address designated by such party in writing (effective upon posting) or electronic, provided that a non-automated acknowledgment is provided by the party indicating receipt of the e-mail (effective upon acknowledgement).

### **5. Logo Use and Promotion of Services**

Both BPI and the BPI Rater Company shall agree that any and all publications by the Rater of its BPI credentials, BPI Rater Company/GSCwHESS status, or rating services shall be at the BPI Rater Company/GSCwHESS expense with no cost to BPI. Both BPI and the BPI Rater Company/GSCwHESS shall agree to comply with the BPI Brand Use Policies and Procedures, in effect at the time of publication of the material.

## 6. Waivers and Extensions

No waivers or extensions shall be granted to the BPI Rater Company/GSCwHESS by BPI if such waivers or extension do not conform to the requirements necessary for the BPI Rater Company/GSCwHESS to remain active.

## 7. Limitation on Liability and Indemnification

The aggregate liability of BPI under this agreement to the BPI Rater Company/GSCwHESS shall not exceed the total payments actually received by BPI from the BPI Rater Company/GSCwHESS under this agreement. BPI shall not be liable for any special, incidental, indirect, or consequential damages under this agreement, however caused, even if BPI is advised of the possibility of such damages in writing. The BPI Rater Company/GSCwHESS is responsible for the accuracy and completeness of any representations it makes and assumes all liability for the accuracy or completeness of any representations, expressed or implied. The BPI Rater Company/GSCwHESS assumes all liability for damages that arise from errors and omissions it makes in conducting testing, approving or reviewing work scopes, construction activities, or performing inspections of work performed by individuals holding BPI credentials.

The BPI Rater Company/GSCwHESS shall defend, indemnify, and hold harmless BPI, its test centers, officers, directors, agents, and employees from and against any and all claims, demands, actions, suits, liabilities, costs, or expenses including attorneys' fees and any other costs of defense of claims arising directly or indirectly out of the actions of the BPI Rater Company/GSCwHESS under this Agreement. BPI shall be held harmless against any and all the BPI Rater Company activities, including but not limited to financial transactions, property damage and personal injury.

## 8. Disciplinary Actions

The parties acknowledge that disciplinary actions taken by BPI are to protect the integrity of the credentialing and rating system process and are always intended as a course of last resort when other conformance actions have failed. The BPI Rater Company shall have a reasonable opportunity to return to conformance, after written warning and a specified period/GSCwHESS of time, prior to formal disciplinary action being taken by BPI. However, BPI may take appropriate disciplinary action against any individual or BPI Rater Company/GSCwHESS that willfully violates any part of this Agreement and fails to conform, after written warning, within the specified period of time. BPI shall use, but not be limited to, official letters of warning, letters of reprimand, financial penalties, suspensions, and terminations.

## 9. Stipulations on Rater Status

The parties acknowledge that participation in the rater network through BPI is voluntary and neither entity shall place conditions or make verbal or written statements that imply that BPI has imposed any other requirements, other than those stated herein or otherwise provided by BPI in writing.

## 10. Anti-discrimination

- 10.1 The parties shall not discriminate on the basis on race, color, creed, national origin, sex, sexual orientation, religion, age, disability, or other legally protected status in admission to, access to, or operations of its programs, services, or activities or discriminate in its hiring or employment practices.
- 10.2 In accordance with Title VI of the Civil Rights Act of 1964, the parties agree that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.
- 10.3 BPI shall not award its credentials based on membership status in any organization, association, program, or group. BPI is not a membership organization, and rater may not claim to be a member of BPI.

**11. Warranty**

No representation or warranty, expressed or implied, has been made as to the condition, merchantability, title, design, operation, or fitness for a particular purpose of any of the services provided for under this agreement by BPI.

**12. Dispute Resolution**

The parties shall attempt, in good faith, to resolve any dispute under this agreement or the parties' respective obligations hereunder through an acceptable alternative dispute resolution procedure. In the event the parties are unable to agree upon an acceptable alternative dispute resolution procedure or following any such alternative dispute resolution procedure, any dispute arising out of this Agreement remains unresolved. The parties agree that any dispute remaining unresolved shall be resolved exclusively, by binding arbitration, before one single arbitrator in the Greater Albany, New York area, under the rules of the American Arbitration Association. Judgment on any arbitration award rendered, in accordance with this section, shall be final and binding on the parties.

**The BPI Rater Company/GSCwHESS hereby expressly waives its right to initiate legal proceedings for other legal remedies, including, but not limited to, injunctive relief and monetary damages in any court, except to the extent it is required to enforce the arbitration award. Notwithstanding the above, either party may seek temporary injunctive relief in a court of competent jurisdiction before proceeding to any alternate dispute resolution procedure. The costs of arbitration, including attorney fees, shall be allocated by the arbitrator.**

**13. Use of Electronic Communications with BPI**

The parties shall maintain the capability to transmit and receive electronic mail and to view information through the Internet.

**14. Confidentiality of Information**

The parties acknowledge that all rater and candidate certification information is personal, sensitive, and subject to certain privacy act restrictions. The parties acknowledge that certain contractor performance information may be shared with program sponsors and their designee(s), program funders, federal, state, and local agencies. Certain information identified in the rater application shall be listed on the locator tool on BPI's website to make rater's services available to and findable by the public. Personal confidential information will not be released to the public. The parties may release certain restricted information upon receipt of written consent from the affected person or entity. Such consent shall not be a condition for BPI certification, accreditation, or rater status.

**15. Sole Authority of Rating Program**

The parties acknowledge that BPI has the sole authority to award, revoke, or change the conditions of participating in the BPI Rating Program at it's own discretion.

**16. No Partnership**

Nothing contained herein shall be construed to create a partnership, joint venture, or agency relationship between BPI and the BPI Rater Company/GSCwHESS or any of their respective employees or independent contractors. In no event shall either entity have the authority, whether express or implied, to enter into any agreement or undertake any obligation on behalf of the other entity.

**17. Assignment**

No assignment or transfer of rights or obligations shall be made under this Agreement without the prior written consent of the other party.

**18. Severability**

In the event that any provision of this Agreement is determined to be unenforceable or invalid under any applicable law, or is held unenforceable or invalid by any applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of any applicable law or applicable court decisions.

**19. Controlling Law**

This Agreement shall be governed in all respects by the laws of the State of New York. The BPI Rater Company/GSCwHESS shall agree to expressly waive any objection to the personal jurisdiction and venue of the state or federal courts located in the State of New York.

**20. Section Headings**

The section headings in this Agreement are included for convenience and shall not be deemed to define, limit, or otherwise affect the construction of any provision contained in this Agreement.

**21. Entire Agreement**

This Agreement, including all exhibits and other documents incorporated by reference, is the entire agreement between the entities. It replaces and supersedes any and all oral agreements, as well as, any prior written agreements, terms, or conditions and communications between the entities.

**22. Authorization**

The parties represent that they have full power and authority to enter into and perform this Agreement and the representatives executing this agreement on behalf of each party have been duly authorized and empowered to execute this Agreement.

## Appendix B – Fee Schedule

### BPI Rater Company

- \$200 annual fee covers the first Qualified Assessor
- \$200 one-time fee for each additional Qualified Assessor
- Submittal fee: \$25 per Home Energy Score

### BPI GoldStar Contractor

- \$50 one-time fee
- \$200 one-time fee for each additional Qualified Assessor
- Submittal fee: \$25 per Home Energy Score

### Home Energy Score Exams:

To become a BPI Rater Company, one full time staff must pass the U.S. Department of Energy's HES Qualified Assessor Exam. See BPI Rating Program Policies and Procedures on [www.bpi.org](http://www.bpi.org). For more information contact BPI at [Rater@bpi.org](mailto:Rater@bpi.org).

### Definitions:

**A BPI GoldStar Contractor with Qualified HES Assessor staff** provide stand-alone ratings or comprehensive home performance assessments with reports developed using software compliant with the requirements for this program, recommendations and installations, including ratings as part of their services and has a valid BPI GoldStar Contractor agreement in good standing. BPI GoldStar Contractor with Qualified HES Assessor staff will comply with all BPI GoldStar Contractor and BPI Rating Program policies and procedures in work performed for customers receiving ratings as with all customers covered under the BPI GoldStar practice.

**BPI Rater Companies** are legally licensed businesses that provide stand-alone ratings or when dually certified as BPI Building Analyst, Envelope Professional, Home Energy Professional Energy Auditor, or Home Energy Professional Quality Control Inspector provide ratings coupled with comprehensive assessments, and may support customers in completing improvements under a signed written agreement with the customer. The Rating Company assumes oversight responsibility for residential work that is contracted by their clients based on their comprehensive assessments and recommendations. The Rating Company will ensure that all work is performed in accordance with the BPI standards, and will ensure appropriate test-out of all installed measures to verify quality workmanship and compliance with the BPI standards. The Rating Company shall be responsible for working with installers to correct deficiencies.

**Payment Policies and Procedures:** For information on BPI's billing and payment policies, see BPI's Rating Program Policies and Procedures.

## Non-BPI Rater Listing Fee Schedule<sup>1</sup>

National Listing	\$100
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Any qualified HERS (e.g., RESNET, California) rater can add a business listing to [BPI's locator tool](#) – our way of supporting the advancement of the entire home performance industry.

Payment must be received prior to listing. [Click here](#) to submit your company listing information or go to [www.bpi.org](http://www.bpi.org) and navigate to 'Contact Us' drop down menu in the upper row of tabs. Click on "Non-BPI Rater Listing Application" to fill out the application and submit to BPI. You will be contacted for payment information. Payment must be made by valid credit or debit card.

### Disclaimer

BPI will keep the most up to date version of this document posted at [www.bpi.org](http://www.bpi.org). Prior to participating in any available service through BPI, check to ensure that you have based your decision to proceed on the most up-to-date information available. BPI reserves the right to modify documents prior to accepting any application.

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<sup>1</sup> The listing fee is valid for one year and will need to be renewed on a yearly basis.

## Terms and Definitions

**Applicant** – An *individual or business organization* that is applying to participate in BPI's rating system, and agrees in a signed *BPI Rater Agreement* that it will accept and adhere to the terms and conditions of BPI's Policies and Procedures relating to raters and ratings.

**Rater Application** – The completed form and supporting documents that must be submitted online to BPI to apply for participation in BPI's rating system. Printed paper applications will not be accepted. Payment must be in the form of a credit card or by special request, an ACH electronic transfer of funds from applicant's bank.

**BPI Certification** – A rigorous, credible, and defensible written and field examination process administered to individuals by BPI or its test centers, to prove knowledge, skills and professional competency in the building performance industry designations.

**BPI Certified Professional** – An individual who successfully passes the BPI written and field examination requirements for certification.

**BPI GoldStar Contractor** – A contracting company or organization providing home performance services to customers, that commits to quality management systems, business practices and technical operations necessary to ensure the consistent delivery of building performance services in conformance to BPI Standards.

**BPI Knowledge Essential Task List (KETL)** – The comprehensive list of knowledge, skills and tasks an individual is expected to demonstrate mastery of in order to earn BPI certification.

**BPI Rater** – An entity that complies with the requirements set by BPI to enhance the delivery of consistent, quality focused building performance services.

**BPI Rater Agreement** – An agreement between an *Applicant* and BPI whereby BPI policies and procedures and technical standards are adhered to by the *Applicant* and enforced through BPI quality assurance.

**Building Science Principles of Knowledge Certificate** – An introductory certificate to the building science principles necessary to a fundamental understanding of how houses truly work and what we can do to make them work successfully. Intended for someone with little or no knowledge of building science. Awarded upon successful completion of a 100-question multiple choice exam.

**Business Systems** – Systems necessary for operation a Rater business, including but not limited to modern computer, printer, scanner, internet access, telephone, accounting systems, email, credit cards.

**Certification Requirements** – requirements for certification as defined in the policies and procedures applicable to certification.

**Code of Ethics** – A statement of fair dealing and honesty each BPI rater must agree to abide by in the practice of ratings and business operation.

**DOE** – U.S. Department of Energy

**Entity** – There are three types of business models, collectively referred to as Raters, available to applicants under the BPI Rating Program. The applicant must choose one model:

**Independent Rater, BPI Rater Company** – A company that primarily provides ratings delivered by properly credentialed staff, and may refer customers to home performance or home improvement contractors, may act as a subcontractor for a home performance or home improvement contractor, or may act as the general contractor overseeing the work of the subcontractors installing home improvements. The rater company is responsible for the quality control and customer satisfaction of any home improvement work resulting from the rating and recommendations made by the rater company.

**A BPI GoldStar Contractor with Rater staff** – A company that provides comprehensive home performance assessments, recommendations and installations, including ratings as part of their services and has a valid BPI GoldStar Contractor agreement in good standing. BPI Raters will comply with all BPI GoldStar Contractor policies and procedures in work performed for customers receiving ratings as with all customers covered under the BPI GoldStar Contractor practice.

**Home Energy Score** – An asset rating score developed by DOE. [Home Energy Score](#) provides a standardized method for quickly assessing a home's major energy systems and the envelope to allow comparison between homes regardless of location in the U.S.

**Proctor** – An individual qualified by BPI to deliver examinations services on behalf of a BPI Test Center.

**Qualified Assessor** – A rater working under the rater agreement with BPI to provide ratings.

**Quality Assurance** – The set of planned and systematic actions necessary to evaluate the effectiveness of an organization's ability to deliver services in conformance to BPI Rater Program.

**Quality Assurance (QA) Provider** – An independent third-party entity qualified by BPI to deliver quality assurance services under contract to BPI.

**Quality Control** – The observation techniques and activities used internally by an organization to evaluate the effectiveness of its quality management system in delivering building performance services in conformance to BPI Standards.

**Quality Improvement** – The application of systematic changes in the delivery of services by an organization based on ongoing feedback on the organization's performance.

**Quality Management System** – The set of policies and procedures an organization commits to follow to ensure the delivery of quality building performance contracting services which includes, but is not limited to, quality planning, quality control, quality assurance and quality improvement.

**Quality Planning** – The preparatory actions companies undergo to determine the impact that their decisions and actions will have on their quality management system.

**Rater Quality Assurance Program** – A set of requirements used to ensure conformance to Home Energy Score requirements for qualified assessors.

**Standards** – The set of technical protocols and procedures developed through an open, transparent, and consensus-based process relating to critical elements of the analysis and improvement of building performance.

**Test Center** – An organization with appropriate staff and other resources that is qualified by BPI to deliver testing services to expand the network of building performance industry professionals.