

CenterPoint Energy's Healthcare Energy Efficiency Program (HEEP)

Memorandum of Understanding

CenterPoint Energy is pleased to announce the advent of the Healthcare Energy Efficiency Program (HEEP) ("Program"). This Program is offered to eligible healthcare facilities within CenterPoint Energy's Texas electric service territory **at no cost** to the participants. The Program was developed by CenterPoint Energy to provide complimentary support to participating healthcare providers through a combination of tools and services for participants who complete projects resulting in peak electric demand reduction and annual energy savings. The Program is designed to help healthcare providers identify energy efficiency opportunities in existing and newly planned facilities and provide monetary incentives to implement these projects.

This is a voluntary program that offers objective, third-party consulting on best practices in the areas of energy usage and energy efficiency. Participants in the Program must meet minimum eligibility criteria, comply with all program rules and procedures, and submit documentation describing their projects.

CenterPoint Energy has contracted with Willdan Energy Solutions (Program Implementer) to administer the Program.

This Memorandum of Understanding (MOU) between Willdan Energy Solutions ("Program Implementer") and , ("Program Participant") sets forth the terms and conditions under which the Program Implementer will provide the Program Participant with the services as described herein and mentioned in the CenterPoint Energy Healthcare Energy Efficiency Program (HEEP) Manual for the facility/facilities listed at the end of the document. For and in consideration of the mutual covenants provided herein, the Program Implementer and the Program Participant agree as follows:

Program Participant Responsibilities

1. Submit a signed Program Application Form and Letter of Authorization (LOA) granting permission to evaluate the Program Participant's facility.
2. Commit to the terms of the Program Manual.
3. Provide a current W9.
4. Provide site information and documentation as reasonably required to identify and evaluate potential energy conservation measures (ECMs).
5. Exert its best efforts to approve, fund, and install Program Participant selected cost-effective energy efficiency projects identified through the Program before the last day of the program year. ***(Program Participant is not obligated to implement any of the recommended ECMs.)***
6. Notify Program Administrator and/or Program Implementer when projects are completed.
7. Provide reasonable access to project facilities and ample lead time both before and after project completion for any inspections that are required to verify baseline conditions and peak electric demand (kW) and annual energy (kWh/yr) savings from a specific project. New construction projects do not require any inspections prior to project completion.
8. Allow the Program to share the facility's name, energy efficiency product information, savings information with entities such as utilities, Public Utilities Commission of Texas (PUCT), and federal, state, or local entities for audit and evaluation purposes. Where Program Participant grants permission, the Program may also use the facility's name and facility information to promote the Program to the general public. (Information deemed confidential will be held in confidence to the extent possible.)
9. Where Program Participant grants permission, the Program may also use the facility's name and facility information to promote the Program to the general public.
10. Warranty of Work
 - 1) Vendor represents and warrants that (a) the Work will be performed in accordance with the Contract; (b) Vendor shall use sound and professional principles and practices in accordance with consistently accepted industry standards in the performance of the Work

hereunder; (c) performance of the Work by Vendor Personnel shall reflect sound professional knowledge, skill and judgment; and (d) Vendor shall, and shall cause Vendor Personnel to, perform the Work in accordance with applicable laws, rules and regulations, and required state and local licenses and permits.

- 2) Vendor represents and warrants that the Work covered by the Contract will (a) be suitable for the purpose intended and for any purposes for which its suitability is represented in writing by Vendor; (b) be free from defects in design, workmanship and materials; (c) conform to the Drawings and Specifications supplied to Vendor, if any; and (d) if installed by Vendor, be properly installed and activated. Vendor shall correct any defects in the Work, and all repairs, replacements, modifications or adjustments required under this warranty shall be at Vendor's expense, including transportation, shipping and incidental expenses.
- 3) Remedies for breach of the warranties in this section (Warranty of Work) may include, at Company's sole discretion and in addition to all other remedies available to Company at law or in equity, the repair or replacement of, or the reimbursement of the purchase price for, the applicable Work.
- 4) The warranties set forth in this section (Warranty of Work) are cumulative and in addition to any other warranty provided by law or equity.

Program Implementer Responsibilities

1. Screen and approve Program Participant's eligibilities and enrollments.
2. Offer some or all of the following services, based on the specific Program Participant's needs and savings potential, as assessed by CenterPoint Energy and Program Implementer: energy performance benchmarking, energy assessment and technical assistance.
3. Perform the available services selected by the Program Participant.
4. Make conceptual recommendations for energy conservation measures.
5. Conduct and/or assign formal on-site pre-installation/post-installation inspections of eligible projects to verify kW and kWh savings.
6. Calculate kW and kWh savings and potential incentive amount.
7. Review and approve Measurement and Verification (M&V) plans and reports (where applicable).

The intent of the energy assessment is to identify some basic energy conservation measures that may be implemented at your facility, and estimate the associated energy savings and implementation costs. Appropriate detail is included in the energy assessment report to help you make decisions about implementing energy conservation measures at the facility. However, this report is not intended to serve as a detailed engineering design document.

The energy assessment provided is based on information provided by the Program Participant, and are assumed to be correct and current. The descriptions of the improvements are conceptual in nature only, in order to document the basis of cost estimates and energy savings, and to demonstrate the feasibility of implementing the improvements. Detailed design efforts may be required to implement some of the recommended improvements. The findings are estimates only, and the savings follow the methodology approved by the PUCT; actual results may differ. As a result, CenterPoint Energy and Willdan Energy Solutions are not liable if projected estimated savings or economics are not actually achieved. All savings and cost estimates provided by the Program are for informational purposes, and are not to be construed as a design document or as guarantees.

In no event will CenterPoint Energy or Willdan Energy Solutions be liable for the failure of the Program Participant to achieve a specified amount of energy savings; for the operation of Program Participant's facilities; or for any incidental or consequential damages of any kind in connection with this Program or the installation of recommended measures.

ACCEPTANCE OF AGREEMENT

By signing this Agreement, Program Participant represents and warrants that it has read, understands and agrees to the terms and conditions of this Agreement.

PROGRAM PARTICIPANT REPRESENTATIVE SIGNATURE

Signature: _____
Printed Name: _____
Organization: _____
Title: _____
Address: _____

WILLDAN ENERGY SOLUTION REPRESENTATIVE SIGNATURE

Signature: _____
Printed Name: David Dzieriski
Title: Program Manager
Effective Date: January 1, 2019
Valid End Date: until Customer Choses to Exit Program

PARTICIPATING FACILITIES/BUILDINGS

