

Healthcare Energy Fitness Initiative (HEFI) Program Participation Agreement and Application

CUSTOMER INFORMATION

Customer Name:			
Customer Mailing Address:	City:	State:	Zip:
Contact Name:		Title:	
Contact Phone Number:		Email Address:	
PG&E Electric Service Agreement ID#:		PG&E Gas Service Agreement ID#:	

OPTIONAL: CUSTOMER'S PROJECT REPRESENTATIVE (S)

Company Name:	Contact Name:
Business Email:	Business Phone:

PROJECT INFORMATION

Project Site Address: (include all sites, if applicable)	City:	State:	Zip:
Contact Name at Project Site:		Site Contact Title:	
Site Contact Phone Number:		Site Contact Email Address:	



PROGRAM PARTICIPATION AGREEMENT

Resource Innovations’ Healthcare Energy Fitness Initiative (“**Program**”) provides eligible customers with technical services and performance-based financial incentives (based on verified energy savings) to facilitate the identification, installation, and verification of qualified and pre-approved energy efficient measures to implement the Project at the Project Site listed in the Application section. Resource Innovations has contracted with Pacific Gas and Electric Company (“**PG&E**”) to offer its Program services to eligible customers. This Program Participation Agreement and Application (“**Agreement**”) incorporates by reference the Program Terms and Conditions, provided below, which sets forth the terms and conditions that a customer must agree and adhere to in order to participate in the Program.

By signing below, Customer certifies that it has:

1. Customer has read, understands, and agrees to be bound by and comply with the Program Terms and Conditions;
2. The information provided to Resource Innovations in and as part of Customer’s Application is accurate and complete and Customer will notify Resource Innovations immediately of any changes to the information.

If signing with an electronic signature, Customer’s authorized representative agrees such electronic signature is the legal equivalent of a handwritten signature.

AS AGREED BY

Customer Company Name:		
Customer Representative Signature:		
Printed Name:	Title:	Date:

CUSTOMER PROJECT TERMS AND CONDITIONS

These Program Terms and Conditions set forth the terms governing Customer's participation in the Program. Capitalized terms not defined below are as defined in the Program Participation Agreement section.

- 1. Eligibility Requirements.** Customer must be a non-residential customer in the Healthcare subsector, must be paying the Public Goods Charge or Public Purpose Program Surcharge ("PPP") as specified in Customer's utility bill, and have the Project Site owner's permissions to implement the Project. Project implementation under the Program is subject to all California Public Utility Commission (CPUC) regulatory mandates, the Program's rules and policies, which may change without notice, all applicable regulatory manuals, including Statewide Customized Offering Procedures Manual, PG&E's Platform Rulebook, PG&E's Manual For Commercial Whole Building Performance Based Retrofit Program Offering at www.pge.com/customized, the Program Manual section of the document titled the Implementation Plan for the Program located on the CEDARS website at <https://cedars.sound-data.com/documents/download/1971/main/>, and any other eligibility requirements as required by PG&E. Resource Innovations will review Customer's application and determine in its sole discretion, if Customer is approved to participate.
- 2. Project Approval and Product Qualification.** PG&E and Resource Innovations in their sole discretion will determine the qualification and approval of the Project's energy efficiency measures for the Project Site. To implement Customer's Project, Customer must receive a written Project approval notice to proceed ("**Project Approval Notice**") prior to purchasing or installing any equipment for the Project. Project equipment may not be pre-ordered, purchased, or installed prior to the Project Approval Notice. Resale products, products leased, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or new parts installed in existing products also do not qualify. Some Projects also require CPUC Energy Division review and approval.
- 3. Program Participation Process.** (a) Customer and Resource Innovations will conduct initial screening and scoping, discuss the Customer's Project objectives, and complete filling out the Application portion of the Agreement which may include initial savings estimates, and if required, Resource Innovations inspection of the facility's existing conditions; (b) Resource Innovations will review the Project for feasibility and eligibility, requesting information from the Customer and offering technical assistance (e.g. energy audit), if needed, to help estimate potential energy savings; (c) the Customer and Resource Innovations will agree on recommended measures and savings estimates; (d) Resource Innovations will submit the measures, savings, cost and incentive estimates to PG&E in the form of the Investigation Report; (e) upon PG&E and Resource Innovations approval of the Investigation Report, Resource Innovations will issue the approved Investigation Report to the Customer and Customer will make proposed measure selections for installation and provide a requested installation date to Resource Innovations; (f) Resource Innovations will review the proposed measure selections and requested installation date, and at Resource Innovations sole discretion, will approve, modify, or reject the request. If the Project is approved to continue, Resource Innovations will send a Project Approval Notice to Customer, which will include: the Approved Measure Selections, Installation Deadline, and Incentive Reservation. Customer may begin installation of the Approved Measure Selections once it has received the Project Approval Notice; (g) after installation, Customer shall notify Resource Innovations that installation is complete and Customer will complete the Documentation Requirements (provided below); (h) Resource Innovations will verify project installation and operation and submit a Verification Report to PG&E for review and approval; (i) after PG&E has approved the Verification Report and payment of the final incentive amount and after all Program requirements have been completed, Resource Innovations will issue the incentive payment to Customer.
- 4. Project Installation Deadline.** Project installation must be complete and fully operational no later than the agreed project-specific Installation Deadline specified in Resource Innovations Project Approval Notice.
- 5. Access to Project Site.** To confirm eligibility, perform the Program services, conduct pre and post-installation activities such as an energy audit, data collection and baseline and performance measurements including installation and removal of monitoring equipment at the Project Site, and to verify energy savings associated with the Project, Customer shall provide Resource Innovations, PG&E, the CPUC and their respective subcontractors the following:
 - a. Access to the Project Site throughout all phases of the Project and for up to five years from the date each Project measure is installed or the date when PG&E receives 100 percent of the related energy savings benefit over the life of the completed Project, whichever is less; and
 - b. Assistance with the reporting and collection of information pertaining to the operation of the Project Site and time for Customer personnel to interface with Resource Innovations and its subcontractors to assist with data collection from the Project's building systems.
- 6. Project Completion Submittal Documentation.** After the Project's measures are installed and operable, Customer is required to provide Resource Innovations the following Project documentation:
 - a. Schematic drawings and/or manufacturer specification sheets, if applicable;
 - b. Invoices and/or documentation to support the Project's costs. Project invoicing must include vendor name/address/ phone, itemized listing of the equipment or other measures, including their cost, quantity, product description,

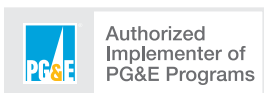
- manufacturer, model #, for services rendered the equipment installation date and other identifying information as appropriate, Projects invoices must indicated they have been paid or other proof of payment for such invoices submitted.
- c. Signed Incentive Recipient Certification Form.
 - d. Proof of Permit Closure for Projects that implemented HVAC measures.
 - e. Work Force Standards documentation (if required);
 - f. Any additional Project-specific documents as requested by Resource Innovations.
- 7. Project Certifications.** In accordance with CA Public Utilities Code Section 399.4 b (1), Customer shall complete and submit the Project Certification Form certifying that the Project is complete, that Customer complied with applicable permitting and licensing requirements, including any applicable specifications or requirements set forth in the California Building Standards Code (Title 24 of the California Code of Regulations), and if a contractor performed the installation or improvements, the contractor holds the appropriate license for the work performed. For projects involving the replacement of heating, venting, or air conditioning equipment, Customer shall require its contractor performing such work to complete and sign the HVAC Contractor Certification Form certifying that such contractor is licensed.
- 8. Proof of Permit Closure.** In accordance with CA Public Utilities Code Section 399.4 b (2), if the Project involves the installation of HVAC measures, Customer shall submit proof that the permit has been closed.
- 9. Workforce Standards and Incentives for HVAC and Lighting Control Measures.** To be eligible for an incentive for non-residential heating, ventilation, and air conditioning (“HVAC”) measures exceeding \$3,000 and/or for lighting control (“LC”) measures exceeding \$2,000, prior to these measures being installed, modified or maintained, each technician rendering such work is required to provide their applicable qualification documentation as follows:
- a. For HVAC measure installation qualification, the person performing the work must have at least one of the following:
 - i. Completed an accredited HVAC apprenticeship,
 - ii. Is enrolled in an accredited HVAC apprenticeship,
 - iii. Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the CA Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed, or
 - iv. Has a C-20 HVAC contractor license issued by the California Contractors State Licensing Board.
 - b. For LC Measures the person performing the work must produce an installer certification from the California Advanced Lighting Controls Training Program.
- 10. Project Design, Feasibility, Installation, and Permits.** If applicable, PG&E may review the design, construction, operation, or maintenance of the Project which does not constitute any guarantee or representation as to the economic or technical feasibility, operational capability, or reliability of the Project measures. PG&E shall have no responsibility for the Project design, feasibility, operational capability, reliability of the Project measures or for obtaining any necessary Project permits, materials, labor, costs to develop the Project’s scope, final design, acquire bids, hire appropriate licensed contractor(s), verify applicable workforce standards, technical and operational Project feasibility, or other related cost and fees to implement the Project. These issues are to be reviewed and decided between Resource Innovations and Customer to determine who is responsible and accountable.
- 11. Project Scope or Other Material Changes.** During the Agreement term Customer shall immediately notify Resource Innovations of any substantial or material changes to the Project scope or Project Site conditions or the occurrence of any non-routine events which may impact Project energy savings (each an “Event”). Such Event may include the proposed Project’s equipment type, size, quantity, configuration, or the expansion of the Project’s use of additional heating and cooling loads, longer or shorter operating hours involving the Project’s buildings. Customer shall promptly prepare a written detailed narrative about any Event and submit it to Resource Innovations. Customer acknowledges Resource Innovations in its sole discretion may modify or cancel the Project anytime during the occurrence of an Event, or during the Agreement term if any circumstances materially impact the Project’s viability, characteristics, or reduce its estimated energy savings potential.
- 12. Calculation of the Project Incentive.** Resource Innovations shall validate the Project’s baseline, verify the Project’s actual energy savings, and determine the Project’s incentive to be paid, in compliance with the Program Manual for the Program. Project incentives are paid based on the verified energy savings. The Project incentives, energy savings projections and installation costs provided in the Investigation Report are **ESTIMATES** only and may vary upon verification of the completed Project’s energy savings. Approval for payment of a final incentive amount will be based on Resource Innovations and PG&E’s review of the completed Project and Customer’s satisfactory completion of all Program requirements. The Project’s verified energy savings and cost-effectiveness may differ from any previously documented estimated incentive amounts. If the Project’s verified energy savings amount is greater than what was estimated, additional incentives to allow for this increase is subject to the availability of Program funds. Incentive payments shall only be paid on Projects that exceed California code or standard practice. The applicable code or standard practice for the Projects is the code or standard practice in place when the Project measure equipment either was installed or altered as defined under Title 24.

- 13. Customers with Self Generation Capabilities.** For customers with an existing onsite cogeneration or self-generation system, incentives for energy savings are limited to the previous 12-month energy usage (kW, kWh and therms) purchased from or delivered by the utility on the meter(s) serving the Project measures to be installed.
- 14. Project Incentive Funding.** Incentives are paid on a first-come, first-served basis until depleted and are provided as directed by the CPUC. Incentives may not exceed Project costs.
- 15. Customers with Non-PG&E Energy Supply.** If non-PG&E supply, i.e. generation or deliveries from another commodity supplier, is involved, incentives are paid based only on the energy savings reflected on the electric grid or natural gas system, as solely determined by PG&E.
- 16. Energy Benefits and Incentive Disqualification.** Project incentives are made in consideration of receiving 100 percent of the related energy savings benefit over the life of the completed Project or 5 years, whichever is less. Customer agrees if the Project does not deliver 100 percent of its energy savings benefit to PG&E, Customer shall refund PG&E a prorated amount of the Project Incentive for the time PG&E did not receive the Project's energy savings. Resource Innovations may off-set the prorated amount owed to PG&E against any amounts due or be payable to Customer under this Agreement, within 30 days of written notification by Resource Innovations to Customer.
- 17. CPUC Disclosure and Rights.** These Terms can be modified anytime by the CPUC. All Project results, reports, energy usage data, or other related documentation shall be made available to the CPUC upon request. Resource Innovations will provide Customer with notice of any required material Program changes via mail, fax transmission, or email at the address provided in Customer's Application. If Customer does not want to continue with its Project after receiving such notice, Customer can terminate this Agreement and its Project implementation with written notification to Resource Innovations within ten (10) business days of its receipt of the Program changes. Neither Resource Innovations or PG&E shall be responsible for or have any liability resulting from Program changes required by CPUC directive.
- 18. Term and Termination.** This Agreement is effective upon the Customer's signature and expires when PG&E receives 100 percent of the Project's energy savings. Resource Innovations may terminate this Agreement earlier if the Customer breaches any of its obligations hereunder, such breach remains uncured by date required, and Customer will be responsible to pay back on a pro-rata basis the Project Incentive amounts received for which PG&E did not receive the corresponding energy savings. If this Agreement is terminated due to Customer's breach of its obligations hereunder or Customer elects to discontinue the implementation of its Project pursuant to Section 15 (CPUC Disclosure and Rights) and the Customer has not received any Project incentives, or if directed by the CPUC to terminate the Program, Resource Innovations and PG&E shall not be liable for any costs, damages or claims arising from such termination.
- 19. Compliance with all Laws.** Customer, at its own expense, is responsible for meeting all requirements and complying with all federal/state/county/city governments, property owner and/or homeowners' association requirements (if any) in Customer's area regarding local conditions, restrictions, codes, ordinances, rules and regulations concerning the installation of the Project. Customer shall, at its own expense, obtain and maintain licenses and permits required for the Project. Failure to obtain and maintain necessary licenses and permits constitutes a material breach of Customer's obligations under this Agreement.
- 20. Project Installations.** Customer acknowledges that while the Program may provide energy assessments, identification of energy efficiency opportunities available at the Project Site and pay qualifying Project Incentives for achieving the Project's energy saving measures, neither PG&E nor Resource Innovations will install or be responsible for purchasing or providing the services to implement the Project measures. Customer is solely responsible for any decision as to which equipment or measures to implement, the installation of any equipment or measures selected, and the selection of a contractor to complete the installation or implementation of any equipment or measures for the Project. Responsibility for delivery and workmanship related to any equipment or services the Customer procures for the Project exclusively rests with the contractor or retailer selected by Customer. PG&E and Resource Innovations assume no responsibility for oversight of the Customer selected contractor services, or for any claims the Customer might have against the manufacturer, the retailer, or the contractor with regard to services procured or equipment purchased to implement the measures for the Project.
- 21. Disclaimer of Warranties.** Neither PG&E nor Resource Innovations guarantees that installation and operation of the energy efficiency services, or measures selected for the Project will result in reduced energy usage or cost savings. PG&E AND RESOURCE INNOVATIONS MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, EFFECTIVENESS, POTENTIAL ENERGY SAVINGS, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED RELATED TO THE PROJECT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PG&E AND RESOURCE INNOVATIONS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSES.
- 22. No Obligation.** California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. This Program is funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no están obligados a comprar servicios completos o adicionales que no estén cubiertos bajo este programa.

Este programa a está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).

- 23. Misrepresentations.** Customer represents and warrants it is eligible and authorized to participate in the Program, and such participation will not result in the violation or breach by Customer of law, Customer's contractual obligations, or other duties to or rights of any third party. Any person who knowingly signs and submits this Agreement containing any materially false information or who purposely or misleadingly conceals information, subjects such person to criminal and civil penalties. Any Program incentives provided to the Customer based on inaccurate or fraudulent information must be returned to Resource Innovations. Any customer found to be engaged in fraudulent activity or misrepresentation of any kind will result in the Project being disqualified and this Agreement being terminated. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
- 24. Limitation of Liability.** Resource Innovations total liability is limited to the amount of the Project Incentive paid to the Customer under the Program. Resource Innovations and PG&E, their directors, employees, contractors, and agents shall not be liable to the Customer or any other party for any other claims or damages that may arise from or result from this Agreement, which shall include, but is not limited to, any costs due to a Project's estimated versus actual energy savings to determine the Project Incentive, Project savings that did not materialize, Project cancellation or implementation cost increase for any reason. In no event shall PG&E or Resource Innovations be liable for any special, incidental, indirect, consequential, exemplary, reliance, or punitive damages arising from or related to the Project including, without limitation, loss of use or loss of profits, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind. Customer acknowledges that while Resource Innovations is receiving funds from PG&E, under the auspices of the CPUC, for this Project PG&E is not a party to this Agreement. Customer agrees to waive all claims against PG&E arising out of or related to this Agreement and the Customer's Project.
- 25. Indemnification.** Customer shall defend, protect, indemnify and hold harmless Resource Innovations, PG&E and their directors, employees, contractors, agents, and service providers (the "**Indemnified Parties**") from and against any and all liability, claims, losses, damages, demands, judgments, causes of action, suits, costs (including reasonable attorney's fees and expenses) and liability of every kind and character whatsoever ("**Claims**") arising out of or related in any way to, directly or indirectly, Customer's Project, its participation in the Program, or its failure to comply with any of its obligations hereunder; provided however, that Customer shall not be required to indemnify and hold harmless any Indemnified Party against claims adjudicated to have been caused by an Indemnified Party's gross negligence or willful misconduct.
- 26. Use of Name.** Resource Innovations and Customer agree not to use each other's name, PG&E's name or the Project's identifying characteristic in any published materials absent the written approval of such respective party.
- 27. Assignment.** Neither the Agreement nor any of rights or obligations arising hereunder may be assigned or transferred by Customer, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Resource Innovations, and any attempted assignment or transfer without such consent shall be void and of no force or effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of each Party's permitted successors and permitted assigns.
- 28. Project Site Sale.** Customer agrees to include these Project obligations by assigning this Program Participation Agreement, if in effect, as part of a sale involving the Project Site to enable the Project energy savings to continue as set forth herein.
- 29. No Double Dipping.** Customer represents they have not received within the last five years and will not for five years thereafter seek any energy efficiency incentives or rebates offered by PG&E, other program administrators, state or local agencies for the Project measures/services under this Agreement.
- 30. Tax Liability.** Customer acknowledges that receipt of any incentive pursuant to this Agreement may result in taxable income to the Customer, even if Customer does not directly receive a payment, and that Customer is solely responsible for payment and reporting with respect to Customer's taxes. Customer should consult his or her own tax advisor with respect to the tax treatment of incentives provided pursuant to this Agreement. Nothing in this Agreement is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.
- 31. Toxic Materials.** PG&E and Implementer shall have no responsibility for the discovery, exposure, presence, handling, removal, or disposal of hazardous materials of any kind related to implementing the Project, including without limitation, asbestos, PCBs, or other toxic substances.
- 32. Governing Law.** This Agreement shall be construed in accordance with California law and exclusive jurisdiction and venue of the federal and state courts of San Francisco, California to resolve any disputes.
- 33. Delay.** Resource Innovations shall not be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond its reasonable control.

- 34. Customer Project Information.** Notwithstanding anything in this Agreement to the contrary, Customer authorizes and acknowledges that Resource Innovations may duplicate, disseminate, release and disclose Customer's information relating to Customer's application (including the entirety of its contents), and any other information obtained by Resource Innovations arising out of Customer's participation in the Program, including but not limited to project documentation, account information, billing data, and energy usage to its employees, subcontractors under agreement with Resource Innovations, PG&E and its regulatory authorities, including the CPUC, and their staff and contractors, Customer's Project representatives identified in the Customer's Project Representative(s) section or otherwise in writing by Customer (email is sufficient) for the purposes of processing Customer's Application and other program related activities, to confirm compliance with Program terms and conditions, or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal actions.
- 35. Customer Confidential Information.** Resource Innovations agrees to maintain Customer's confidential information disclosed in writing or other tangible form and clearly labeled as "confidential" or if disclosed visually or orally, identified as confidential when disclosed and within thirty (30) days after any such disclosure, is summarized and confirmed as "confidential" in writing and delivered to Resource Innovations ("**Customer Confidential Information**"). Customer Confidential Information shall not, however, include any information or material that (i) is or becomes generally known to the public without Resource Innovations' breach of any obligation owed to Customer; (ii) was or is received by Resource Innovations from an independent third party who has full right of disclosure; (iii) was already known to Resource Innovations without any confidentiality requirements, prior to the time Customer discloses Customer Confidential Information to Resource Innovations; or (iv) is independently developed by Resource Innovations without the use of Customer Confidential Information. Resource Innovations shall protect Customer Confidential Information by using the same standard of care which it uses to protect its own proprietary and confidential information of a like nature, but no less than a reasonable degree of care. Resource Innovations shall limit disclosure of Customer Confidential Information to its employees and subcontractors, to independent energy consulting companies or other service providers authorized by Customer in writing (email is sufficient) in connection with participation in the Program and who are subject to written confidentiality obligations with Resource Innovations that protects Customer Confidential Information in a manner no less restrictive than the provisions of this Section, and to Customer's Project representatives identified in the Customer's Project Representative(s) section or otherwise in writing by Customer (email is sufficient). Upon Customer's written request, Resource Innovations shall promptly return all tangible forms of Customer Confidential Information to Customer. If Resource Innovations becomes legally compelled to disclose any Customer Confidential Information, other than pursuant to a confidentiality agreement, prior to such disclosure, Resource Innovations shall promptly provide prior written notice to Customer of such request for disclosure and shall provide reasonable assistance in seeking a protective order or another appropriate remedy. These confidentiality obligations shall survive any termination of the Agreement.



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