



APS Extranet Agreement

Arizona Public Service Company ("APS") is pleased to offer Community Action Program Gila County ("Agency"), a non-profit organization organized under the laws of the state of Arizona, access to APS' Extranet to provide a pay guarantee service to APS customers, subject to Agency's acceptance of the terms and conditions set forth in this Agreement effective 07/01/2013 ("Effective Date"). As you are aware, APS offers restricted, password-protected access to certain information and services to qualified entities, through its Internet website, located at aps.com ("Site"). This enhanced information and services area on the Site is known as APS's Extranet (the "Extranet"). This agreement supersedes all prior agreements between the parties regarding the Extranet .

Designated Access Administrator, Authorized Users and Agency Guarantee.

Upon receipt of signed Agreement and Exhibit B, APS will activate and deliver to the "Designated Access Administrator" a Login Name and Password that allow access to the Agency Guarantee Area on the Extranet. In this area, Agency will be able to view certain information of APS customers who have requested Agency to guarantee their customer payment to APS.

Once the Agency has posted an approval of payment on the Extranet for an APS customer, Agency will be deemed to have guaranteed payment of that customer's account and be responsible for the amount indicated unless, **within ten (10) working days of having made the guarantee**, Agency notifies APS in writing (email is acceptable) that the guarantee is reversed. Upon receipt of such written notification, the customer will be held responsible for any payment due.

Payment for the guarantee **must be received** by APS within **ninety (90) days** of received guarantee. If payment is not received, the customer's account will be debited for the outstanding balance.

Agency will pay the guarantees by way of check either from Agency funds or from other funding sources directly. Agency will indicate the funding source for each guarantee. When paying by check, the bank account will be debited upon receipt of the check by APS. If the transaction is returned by the financial institution for any reason, return check charges may apply. APS will seek restitution for the return check charges and amount of check from the maker of the check.

The Designated Access Administrator shall be an individual whom Agency would entrust with its own confidential or otherwise sensitive information, and of whom the Agency would have no reason to question its trust or confidence in that person's honesty, trustworthiness, and propensity for legal and ethical compliance. Each year, as well as each time that Agency changes its Designated Access Administrator and/or Authorized User, Agency shall complete a Designated Access Administrator and Authorized User Acknowledgment Agreement, attached as Exhibit B as described below, and submit it to APS. If Agency has not submitted a Designated Access Administrator and Authorized User Acknowledgment Agreement within fifteen (15) days of any change of Designated Access Administrator or any letter or email request from APS for

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such information, APS may, without further notice, terminate this Agreement and/or Agency's access to the Extranet for any or all functions.

Using the Master Account, Agency Designated Access Administrator may identify additional Authorized Users for its department to access the Agency Guarantee Area on the Extranet. The Administrator will be able to issue a user identification, password and one of four levels of access to the Agency employees who have been authorized by Agency to perform functions on the Extranet. Besides the Administrator level, which shall have access to the Extranet functions and information as set forth in the attached Exhibit A, the four other levels of access are View & Make Guarantees, View Submit/Cancel Payment Requests, Authorize/Cancel Payment Requests, and Run & View Reports. APS will periodically require Agency to verify the names of the Agency individuals who have been provided access to the Extranet, and confirm they are an active representative with the Agency. If APS has not received written acknowledgement from the Agency within fifteen (15) days of the letter/email requesting such verification and confirmation, APS may, without further notice, terminate this Agreement and/or Agency's access to the Extranet for any or all functions.

A list of data fields that may be accessed or entered at each of the five (5) authorization levels is set forth in the attached Exhibit A. Agency Designated Access Administrator shall not grant a level of access in excess of that needed for the authorized employee to perform the functions applicable to that employee's role in the payment guarantee process. Agency shall be responsible for all access, use and misuse of the information available to its employees and representatives through the Extranet. Agency employees and representatives shall not share Login Names and/or Passwords, and APS may terminate this Agreement for any such sharing.

The Agency's Designated Access Administrator, and each of its Authorized Users agree to access and use the Extranet solely for this Agency, and solely for the internal business purposes of guaranteeing, authorizing and paying APS customer accounts for this Agency. Before being granted a Login Name and Password or accessing any APS customer information, the Designated Access Administrator and each of the Authorized Users shall sign the Acknowledgement form attached hereto as Exhibit B. Agency shall provide a copy of such forms to APS within fifteen (15) days of completion of the form, and retain the signed originals of these forms in its file for at least one (1) year after the termination of that employee or representative from the Agency. From time to time, and upon the request of APS, Agency shall produce the original, signed documents within thirty (30) days and provide any additional copies requested by APS.

APS Customer Authorization.

Prior to viewing any APS customer information, Agency must first obtain a written authorization from the applicable APS customer consenting to Agency employees or representatives having access to view that customer's APS account information. That written authorization shall contain language substantially similar to that set forth in the attached Exhibit C, and be valid for one occasion of reviewing and qualifying that customer's account for payment. Agency shall submit an example of its customer authorization form for APS's approval prior to accessing the Extranet.

Agency must keep all original signed customer authorization forms on file for a period of one year after the date Agency last accessed the APS customer's information. From time to time, and upon the request of APS, Agency will produce the original, signed documents within thirty

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(30) days and provide any copies requested by APS. The records must be contained in a 'locked' file or 'locked room' with limited access.

APS may conduct unannounced on-site evaluations quarterly to ensure forms are properly administered and secured, and the identified Administrators and Authorized Users remain active representatives of the Agency. Agency shall cooperate and provide APS reasonable access to perform these evaluations.

Confidentiality.

All APS customer information to which Agency Authorized Users have access, such as account number, payment history, address, phone numbers, and any other customer information, is strictly confidential and shall not be disclosed to third parties nor used for anything other than the intended purpose of qualifying and authorizing payment on the applicable customer's account.

Agency will protect from unauthorized use or disclosure the Login Name and Password for the Designated Access Administrator and each of its Authorized Users to the same extent that Agency protects its other computer access codes to sensitive or confidential information, which shall be no less than reasonable care.

Agency shall promptly disable, as applicable, the Designated Access Administrator's or Authorized User's Login Name and Password, and notify APS as soon as possible, but no later than ten (10) business days, in the event of any of the following: (a) the Designated Access Administrator or Authorized User is no longer employed by or represents the Agency, (b) the Designated Access Administrator or Authorized User no longer requires access to the Extranet, or (c) there is any indication to Agency that the Designated Access Administrator or an Authorized User has not or may not abide by its confidentiality obligations, or Agency otherwise questions that person's honesty, trustworthiness, or propensity for legal and ethical compliance. Agency further agrees to cooperate in reviewing and confirming in writing the list of Authorized Users, from time to time, upon the request of APS.

Agency shall immediately notify APS of any breach of electronic or physical security mechanisms employed by APS or Agency to protect APS customer information, or any theft or unauthorized use of APS customer information of which it becomes aware. Agency shall fully cooperate with APS in providing any notifications to APS customers, agencies and third parties identified by APS, of such security breach, theft or unauthorized use.

The automated and manual processes by and through which Agency guarantees the payments of APS customers, which shall include the Extranet and its functions, algorithms, sequence, structure, organization, user interface, software and documentation, are or include trade secrets of APS. Agency shall maintain the secrecy and confidentiality of any such trade secrets which Agency learns through its use of the Extranet or its guaranteeing of APS customer payments. The confidentiality obligation pertaining to such trade secrets shall not extend to a trade secret that (i) is or becomes (through no fault of the Agency) generally available to the public, (ii) was in Agency possession or known by it without restriction imposed by APS prior to its access or use, (iii) was rightfully disclosed to Agency by a third party not under restriction of

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confidentiality with respect to such trade secret, (iv) was independently developed by employees of Agency (other than employees who have been granted access to APS' trade secrets) without use of or reference to any trade secret of APS; or (v) the disclosure of which is required by law.

Other Agreements

By allowing its employees/representatives to access the Extranet, Agency agrees that all of the terms and conditions contained in the Terms of Use and Privacy Policy agreements posted on the Site, as amended by APS from time to time, shall be incorporated by reference and made a part of this Agreement. Before designating any employee or representative as an Authorized User, Agency agrees to inform each of its Authorized Users that their use of the Extranet is subject to the terms and conditions of this Agreement and the above referenced agreements. Agency is responsible for the conduct of its Designated Access Administrator and each of its Authorized Users while using the Extranet, and for any consequences if such persons misuse the Extranet or violate such terms and conditions.

In addition to the other provisions in our Privacy Policy agreement posted on our website, we ask that you particularly note that, although we use industry-standard technologies when electronically transferring and receiving customer information directly through our website, information transmitted via email is generally not secure or encrypted unless specific measures are taken to separately encrypt the information. Also, it may be possible for an unauthorized person to gain access to your information notwithstanding our use of security measures. Therefore, please note that Agency enters information on our website and communicates via email at its own risk.

Agency represents and warrants that it has procedures and measures in place to identify any red flags of identity theft and to respond appropriately to prevent or mitigate identity theft of APS customers that are existing or potential Agency clients. APS (directly or through third party auditors) shall have the right, during Agency's normal hours of operation, to review or audit Agency in regards to security measures employed by Agency to protect APS customer information and Agency shall cooperate with APS and its auditors in regards to such review or audit.

Agency shall not transmit APS customer account numbers or Social Security numbers through email unless that information is encrypted.

If there is a conflict between the terms and conditions of the Terms of Use and Privacy Policy agreements and this Agreement, this Agreement shall control.

Indemnification

Agency agrees to indemnify, defend, and hold harmless APS, and its officers, directors, employees, agents, advisers, representatives, affiliates, successors, and assigns (collectively "APS Indemnities") from and against any and all claims, demands, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, including damages arising from or related to the loss, theft, disclosure or misuse of APS customer information, but only to the extent that such Claims arise out of or result from Agency's breach of this Agreement or the act, omission, negligence, misconduct, or other fault of the Agency, its officers, officials, agents, employees, representatives or volunteers.

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Insurance

Agency represents that it will maintain appropriate insurance or self-insurance coverage at all times, and upon the signing of this Agreement, and at any subsequent time upon the request by APS, Agency shall provide to APS a copy of a certificate or certificates of insurance showing current and in force worker's compensation and employer liability coverage in no less than the applicable statutory limits, and general liability coverage in amounts not less than \$1,000,000.00, and providing notice to APS, no less than thirty (30) days prior to any cancellation. Except for Workers' Compensation insurance, all the policies required of this Agreement shall name APS and APS Indemnitees as additional insureds. The policies shall stipulate that the insurance shall be primary insurance and that any insurance carried by APS or any APS Indemnitee shall not be contributory insurance.

Termination

Either party may terminate the contract, in whole or in part, upon thirty (30) days written notice to the other, specifying the effective date. Notwithstanding the foregoing, APS may immediately take any action it reasonably determines is necessary to conduct its operations in an efficient, safe, and secure manner, including terminating or suspending Agency access to the Extranet or APS customer information, or any other measures related to efficient business operation, safety or security.

Each party acknowledges that the unauthorized disclosure or use of any APS customer or trade secret confidential information may cause irreparable harm and significant injury that may be difficult to ascertain. Agency therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of this Agreement.

Any provision of this Agreement that imposes or contemplates continuing obligations on a party shall survive the expiration, cancellation or termination of this Agreement, including but not limited to those guarantees of APS customer payments made by Agency prior to such expiration, cancellation or termination, and those obligations under the Confidentiality and Indemnification sections.

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Miscellaneous

Agency may not assign its rights or delegate its duties under this Agreement without the prior written consent of APS. Any assignment or delegation by Agency in breach of this Section shall be null and void and of no legal force or effect, Agency shall be responsible and liable for any and all guarantees granted, or acts or omissions performed by, any party to whom Agency does, or attempts to, delegate, contract or assign rights or duties under this Agreement.

If any provision of this Agreement is held to be invalid, void, or unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining provisions of this Agreement.

This Agreement, including any other agreements referenced and incorporated herein, constitutes the final and complete agreement between the parties concerning its subject matter and supersedes all prior agreements and conduct, whether written or oral. This Agreement shall be governed by and interpreted under the laws of Arizona, without giving effect to the doctrine of conflict of laws. This Agreement shall only be amended in a writing signed by both parties; any purported oral modification of this Agreement shall be void and of no effect whatsoever.

To indicate your agreement to the above terms and conditions, and to obtain access to the Extranet on our Internet website, please countersign in the space provided below, and return one copy of this Agreement, a copy of a completed Exhibit B signed by Agency Designated Access Administrator and an example of your Agency customer consent form.

Agreed to and accepted:

Agency

By:



Print:

DON E. MCDANIEL, JR.

Title:

COUNTY MANAGER

Date:

5/29/13

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Exhibit A Electronic Agency Guarantee Views and Data

Through an Administrator section, the Agencies can add users and assign different levels of access. Five Security accesses are available and allow the user to perform the following functions:

- 1) View & Make Guarantees
- 2) View Submit/Cancel Payment Requests
- 3) Authorize/Cancel Payments Requests
- 4) Run & View Reports
- 5) Administrator Functions

NOTE: The function of Administrator has access to all functions and information for their Agency. The other functions provide access to data as follows:

View & Make Guarantees Access

(Data available only for guarantees submitted by that agent)

- 1) View Guarantees Function (all items display only)
 - Customer Account number
 - Customer Name
 - Guarantee Amount
 - Guarantee Type (Standard or Deposit Account)
 - User ID
 - Guarantee Date
- 2) View Guarantees Detail (all items display only)
 - Service Address
 - Service Status
 - Medical Monitoring indicator (On or Off)
 - Customer Account number
 - Total amount due
 - Delinquent amount
 - Pending payments (aps.com only)
 - Pending Guarantees
 - Total of payments and guarantees
 - Total remaining delinquent amount (Delinquent Amount less payments and guarantees)
 - Guaranteed amount for the specific guarantee selected
 - Name of the person making the Guarantee
- 3) Make Guarantee Search Function (enterable fields for validation)
 - Customer Last Name
 - Customer Account Number
 - Street Number

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4) Make Guarantee Detail

- Service Address (display)
- Service Status (display)
- Medical Monitoring indicator - On or Off (display)
- Customer or Deposit Account number (display)
- Unpaid Deposit or Total amount due (display)
- Delinquent amount (display)
- Pending payments (aps.com only) (display)
- Pending Guarantees (display)
- Total of payments and guarantees (display)
- Total remaining Deposit or Delinquent amount (Delinquent Amount less payments and guarantees) (display)
- Deposit Guarantee Type (deposits only) - Monetary, URRD, Non-monetary (radio button selection)
- Amount of Guarantee (enterable)
- Name of the person making the Guarantee (radio button selection or enterable)
- Id of the person making the Guarantee – (radio button selection or enterable)
 - Customer Name (display)
 - Name (enterable)
 - ID (enterable)

4) Cancel Guarantee (all items display only). This function is only available to APS associates.

- Customer Account number
- Customer Name
- Guarantee Amount
- Guarantee Type (Standard or Deposit Account)
- User ID
- Guarantee Date
- Cancel (selectable)

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View Submit/Cancel Payment Requests Access

- 1) View/Edit Payment Accounts
 - Payment Account number (display)
 - Account Name (display)
 - Account Number (display)
 - Routing Number (display)
 - Account Type (display)
 - Edit (selectable)
 - Delete (selectable)

- 2) Add/Edit Payment Account
 - Agency Name (display)
 - Bank Name (enterable)
 - Account Type – Checking or Savings (radio button selection)
 - Bank Routing number (enterable)
 - Bank Account number (enterable)

- 3) Submit Payment Request
 - Customer Account number (display)
 - Customer Name (display)
 - Guarantee Amount (display)
 - Amount Owed (display)
 - Guarantee Type (Standard or Deposit Account) (display)
 - User ID (display)
 - Guarantee Date (display)
 - Selectable (check box)

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Authorize/Cancel Payment Request Access

- 1) Authorize Payment Request
 - Select Payment Account (selectable drop-down list)
 - User ID (display)
 - Total (display)
 - Request Date (display)
 - Selectable (check box)
 - Payment Details (selectable)
 - Delete (selectable)

- 2) Scheduled Payment Details
 - User ID – user that created the payment request (display)
 - Request Submitted – date (display)
 - Total – amount of request (display)
 - Customer Account number (selectable to view guarantee)
 - Customer Name (display)
 - Guarantee Amount (display)
 - Amount Owed (display)
 - Guarantee Type (Standard or Deposit Account) (display)
 - User ID – user that made the guarantee (display)
 - Guarantee Date (display)

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Run & View Reports

- 1) Guarantees report has five (5) sections
 - A header section that lists the Agency, date (display)
 - A search section that would allow the agency to select what is shown on the report (enterable)
 - Unpaid guarantees section (display)
 - Paid guarantees section (display)
 - Unclaimed non-monetary guarantees section (display)
- 2) Payments report has four (4) sections
 - A header section that lists the Agency, date (display)
 - A search section that would allow the agency to select what is shown on the report (enterable)
 - Pending payments section (display)
 - Posted payments section (display)
- 3) Non-monetary Guarantees report has two (2) sections
 - A header section that lists the Agency, date (display)
 - Non-monetary guarantees claims section (display)
- 4) Guarantee Report: (Option to view paid or unpaid Guarantees) (display only)
 - Heading: Agency Name & Date
 - Date and time the Guarantee was made
 - Customer Name that was chosen or provided when the Guarantee was made
 - Customer Account Number.
 - CA Type
 - Guarantee amount
 - Agency's associate login id[/name]
- 5) Payment Report: (display only)
 - Heading: Agency Name & Date
 - Date and time the payment was made
 - Customer Account Number the payment was made to
 - Amount of payment
 - Agency's associate login id/[name]
 - If they payment was electronic or paper
- 6) Non-Monetary Claim Report: (display only)
 - Heading: Agency Name & Date
 - Date and time the claim was submitted
 - Customer Account Number the claim was made on
 - Amount of Claim
 - APS's CSR log-in ID
 - Status of the Claim, Paid – yes or no

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Administrator Functions

1) Add & Update User information

- User ID – pre-assigned (display)
- Password - pre-assigned (secured – asterisks only)
- First Name (enterable)
- Last Name (enterable)
- Access Level (check box)
 - View Guarantee (pre-selected)
 - Make Guarantees
 - Submit Payment Requests
 - Run/View Reports
 - Authorize Payment / Bank Account Set-up

2) Add Admin User

- User ID – pre-assigned (display)
- Password - pre-assigned (secured – asterisks only)
- First Name (enterable)
- Last Name (enterable)
- Email address (enterable)

3) Edit/Delete Users

- Name – First and Last (display)
- Access – Administrator or User (display)
- User ID (display)
- Edit (selectable)
- Delete (selectable)
- Search page (enterable)

4) Edit User

- User ID – pre-assigned (display)
- Password - reset (selectable)
- First Name (display)
- Last Name (display)
- Access Level (check box)
 - View Guarantee (pre-selected)
 - Make Guarantees
 - Submit Payment Requests
 - Run/View Reports
 - Authorize Payment / Bank Account Set-up



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Exhibit B

Designated Access Administrator and Authorized User Acknowledgement

I, _____, am an employee or representative of Community Action Program Gila County ("Agency"). Agency has designated me as one of its authorized agents to process guarantees by Agency of APS customer payments on the APS Agency Guarantee Extranet ("Extranet"). Pursuant to my authorization, I hereby acknowledge and agree to the following:

- 1. That the password that I receive to access the Extranet, and the APS customer information to which I may have access are strictly confidential and are to be treated as such. I further agree (a) not to disclose such information to any third parties, and (b) to only disclose such information to those Agency employees who are authorized to access the Extranet and who have a need to know the information in regards to processing an APS customer payment guarantee.
2. That I will not access any information or conduct any transactions on the Extranet using another person's password. I will log off the Extranet during absences to prevent any unauthorized or improper use.
3. That I will only access APS customer information for those APS customers who have first provided Agency a signed document in which the APS customer consents to the Agency accessing that APS customer's information.
4. That I will use the Extranet and its information only for purposes related to providing financial assistance to APS customers or guaranteeing an APS customer's payment. I further agree that I will not do any of the following (a) falsify any information I input into the Extranet, (b) use the Extranet or its information for any personal use or gain, or (c) conduct any transactions involving my own APS customer account.
5. I understand that my use of the Extranet may be monitored by Agency and APS, and any unauthorized access or misuse of the Extranet or APS customer information may be reported to the appropriate legal authorities for prosecution.
6. I further understand that the automated and manual processes by and through which Agency guarantees the payments of APS customers, which shall include the Extranet and its functions, algorithms, sequence, structure, organization, user interface, software and documentation, are or include trade secrets of APS. I agree to maintain the secrecy and confidentiality of any such trade secrets which I learn through my use of the Extranet or guaranteeing of APS customer payments.
7. Agency shall not transmit APS customer account numbers, financial account or Social Security numbers through email unless that information is encrypted.

DATED this ____ of _____, ____.

Signature: _____

Name: _____ Title: _____

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Exhibit C

APS Customer Consent Form Language

I hereby consent to and authorize _____ ("Agency") to access any information from Arizona Public Service Company ("APS") concerning my payment history, delinquencies, outstanding amounts owed, required deposits, usage history and other related information, and to use such information in connection with my application for financial assistance on this date. This consent and authorization shall expire following Agency's review of my APS customer account information for qualification of Agency financial assistance on this date.

APS Account Number: _____

Date:

Name of APS Customer of Record _____

Service Address _____

Client Receiving Assistance _____
(if different than Customer of Record)

Must check one of the following:

I am the APS Customer of Record

I reside at the above address and the above named APS Customer of Record has authorized me to grant consent to the Agency access to the APS information for the Customer of Record at this residence for the purpose of obtaining financial assistance.

Signature: _____