

AGENDA ITEM

16C

Approve FBC Health & Human Services, Social Services Department to sign authorization letter giving the department access to the "Energy Assistance Agency Web Portal User Agreement".

11-25-09 copy received

ENERGY ASSISTANCE AGENCY WEB PORTAL USER AGREEMENT

Reliant Energy has agreed to provide a web-based access site for providing certain information requested by the Energy Assistance Agency ("Agency"). The undersigned Agency wishes to use the Reliant Web Portal (the "Portal") to access the information, in order to enable and support customer participation with the Agency. The Agency agrees to the following terms and conditions as a precondition to access and whenever utilizing the Portal:

1. The Energy Assistance Agency will be accessing the consumption history, billing history, and account balance ("Customer Information") of one or more Reliant Energy Customers (each a "Customer") for the sole purpose of determining the Customer's eligibility for participation in or benefits with the Agency. The Agency's usage of Customer Information shall be in accordance with this Agreement and any usage or security requirements displayed or communicated on the Portal. If any such Customer Information is saved or retained, the Agency shall be responsible for protecting the security of the Customer Information from unauthorized use or disclosure.
2. Prior to accessing the Customer Information of a Customer through the Portal, the Agency will obtain written authorization from the Customer in the form and manner designated by Reliant Energy ("Customer Authorization", attached as Exhibit A). The Agency will be responsible for maintaining copies of all Customer Authorizations. At Reliant's request, the Agency will produce to Reliant the Customer Authorization for any Customer whose Customer Information has been accessed by the Agency.
3. Upon execution of this User Agreement, the Agency will be issued a unique User Name and Temporary Password. The Agency is responsible for maintaining the secrecy and security of the User Name and any password used by the Agency. Only authorized agency personnel subject to this Agreement shall be permitted access to the User Name and Password, and any unauthorized access, use, or loss of the User Name and/or Password shall be immediately reported to Reliant.
4. **CONFIDENTIALITY:** By using the Portal, the Agency may have direct access to Customer Information and other confidential information of Reliant, including but not limited to, usernames, passwords, technical, contractual, product, program, pricing, marketing and other valuable information that should be reasonably understood as confidential (collectively "Confidential Information"). The Agency will not disclose the Confidential Information to any third party or any individual except for those with a need to know the information specifically for the purposes described above. The Agency shall not use any of the Customer Information except for the specific purposes described above. The Agency agrees to hold all Confidential Information in strict confidence. Upon Reliant's written request, the Agency must cease the use of Confidential Information and return or destroy it, as certified in writing.
5. **LIMITATIONS OF LIABILITY:** EVEN IF RELIANT HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, RELIANT AND/OR ITS SUPPLIERS DISCLAIM ALL RESPONSIBILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST BUSINESS, LOST PROFITS, OR LOST DATA) ARISING FROM OR BECAUSE OF INACCURACIES OR OMISSIONS IN THE CUSTOMER INFORMATION CONTAINED ON THIS PORTAL. RELIANT AND/OR ITS SUPPLIERS FURTHER DISCLAIM ANY LIABILITY ARISING FROM THE USE OF ANY MATERIALS ON THIS PORTAL, INCLUDING ANY DAMAGE TO THE AGENCY'S COMPUTER OR OTHER PROPERTY OR LOSS OF DATA ARISING FROM ANY USE OF THE CUSTOMER INFORMATION OR THIS PORTAL.

6. WARRANTY: THIS PORTAL, AND ALL CUSTOMER INFORMATION ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, OR ANY GUARANTY OR ASSURANCE THE PORTAL WILL BE AVAILABLE FOR USE, OR THAT ALL FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED.
7. Indemnity: To the extent authorized by law, Agency agrees to indemnify, defend and hold the Portal, Reliant Energy, its parent companies, their subsidiaries, affiliates, successors and assigns and their respective officers, directors, employees, agents, licensors, representatives, suppliers, operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of this Agreement. Reliant reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and the Agency agrees to fully cooperate with Reliant in the defense of any such claim, action, settlement or compromise negotiations, as requested by Reliant.
8. If the Agency fails to follow the above requirements access to the Portal may be terminated.

By my signature below, I acknowledge that I am an authorized representative of the Agency with authority to bind the Agency.

 FORT BEND COUNTY HHS SOCIAL SERVICES
Energy Assistance Agency (print agency name)

APPROVED BY FORT BEND COUNTY COMMISSIONERS COURT

Robert Hebert, County Judge
Name (please print)


Signature

November 24, 2009
Date

Exhibit A

Authorization for Online Access of Account Information with Reliant Energy, Inc.

I, the undersigned Reliant Energy customer ("Customer"), hereby authorize The Energy Assistance Agency ("Agency"), to obtain online access to my Reliant Energy account information for the purpose of obtaining my 12-month billing history, 12-month payment history, and account balance ("Account Information") to be used for the sole purpose of determining my eligibility for participation in or benefits with the Agency.

I understand that the Account Information obtained by the Agency may contain personal or personally-identifying information, and that the Agency (and not Reliant Energy) is solely responsible for the confidentiality and security of the information obtained on my behalf.

Customer Name (Print)

Customer Signature

Service Address

Date: _____

Energy Assistance Agency: _____