



County of Santa Clara
Office of the County Executive
Procurement Department
2310 N. First Street Suite 201
San Jose, CA 95131-1040
Telephone 408-491-7400 • Fax 408-491-7496

AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND ALERE INFORMATICS FOR SOFTWARE LICENSE AND SUPPORT

This Agreement is entered into by and between the County of Santa Clara (the "County") and Alere Informatics. ("Contractor") (the "Agreement").

The effective date of the Agreement is January 10, 2017. The parties, intended to be bound, mutually agree as follows:

KEY PROVISIONS

AGREEMENT TITLE: Software License and Support

AGREEMENT NUMBER: 5500002793

INITIAL AWARD DATE: January 10, 2017

AGREEMENT TERM: January 10, 2017 through January 9, 2022, unless terminated earlier or otherwise amended

COMMODITY NAME: Software License and Support

AUTHORIZED USER: Santa Clara Valley Health and Hospital System

COUNTY DEPARTMENT CONTACT: Mark Payne
Laboratory Information Systems Manager
751 S. Bascom Avenue
San Jose, CA 95128
Phone: (408) 885-6510
Email: Mark.Payne@hhs.sccgov.org

SUPPLIER: Alere Informatics
2000 Holiday Drive
Charlottesville, VA 22901

SUPPLIER CONTACT: Ashley Skipper
Phone: (434) 923-6110
Email: Ashley.Skipper@alere.com

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian
County Executive: Jeffrey V. Smith

Monica Neideffer
Phone: +1 (434) 923-6097
Email: Monica.Neideffer@Alere.com

SUPPLIER NUMBER: 1038127
PURPOSE: To establish a contract with Alere Informatics
TAX STATUS: Taxable
PAYMENT TERMS: Net 30
TOTAL AGREEMENT VALUE: Not to Exceed \$200,000
Contractor understands that this Not to Exceed figure does not represent a commitment by County to Contractor

COUNTY CONTRACT ADMINISTRATOR: Anu Ethiraj
Phone: (408-491-7431
Email: Anu.Ethiraj@prc.sccgov.org


By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

COUNTY OF SANTA CLARA

CONTRACTOR



Long Zhang
Procurement Manager
Date: 1/9/17

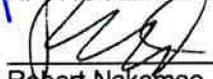
By: 

Print: Anthony DeBellis
Title: VP, Sales and Operations
Date: 1/9/17



Jenti Vandertuig
Director of Procurement
Date: 1/13/17

APPROVED AS TO FORM AND LEGALITY



Robert Nakamae
Deputy County Counsel
Date: 1/9/17

The following Exhibits are attached hereto and incorporated herein by reference:

- 1.1 Exhibit A – County of Santa Clara eStandard Terms and Conditions For Agreement For Information Technology Goods and Related Services
- 1.2 Exhibit B – Price Summary and Compensation Plan
- 1.3 Exhibit C – Statement of Work
- 1.4 Exhibit D – Business Associate Agreement
- 1.5 Exhibit E – Vendor Remote Access and User Responsibility Agreements

Exhibit A
County of Santa Clara eStandard Terms and Conditions
For Agreement For Information Technology Goods and Related Services

2. DEFINITIONS

2.1 "Acceptance Tests" means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.

2.2 "Application Program" means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

2.3 "Attachment" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.

2.4 "Commercial Software" means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Agreement; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Agreement.

2.5 "County Data" shall mean shall mean data and information received by Contractor from County. County shall remain the owner of County Data.

2.6 "Custom Software" means Software that does not meet the definition of Commercial Software.

2.7 "Data Processing Subsystem" means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

2.8 "Data Processing System (System)" means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.

2.9 "Deliverables" means Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to this Agreement, including any such items furnished incident to the provision of services.

2.10 "Designated CPU(s)" means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Agreement, the term shall mean any and all CPUs located at the site specified therein.

2.11 "Documentation" means nonproprietary manuals and other printed materials necessary or useful to the County in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the County hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work ("SOW").

2.12 "Equipment" is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).

2.13 "Equipment Failure" is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

2.14 "Facility Readiness Date" means the date specified in the SOW by which the County must have the site prepared and available for Equipment delivery and installation.

2.15 "Goods" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

2.16 "Hardware" usually refers to computer Equipment and is contrasted with Software. See also Equipment.

2.17 "Installation Date" means the date specified in the SOW by which the Contractor must have the ordered Equipment ready (certified) for use by the County.

2.18 "Information Technology" includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

2.19 "Licensed Software" is the computer software in object code format, along with Documentation that is provided to County pursuant to this Agreement.

2.20 "Machine" means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

2.21 "Machine Alteration" means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

2.22 "Maintenance Diagnostic Routines" means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

2.23 "Manufacturing Materials" means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

2.24 "Mean Time Between Failure (MTBF)" means the average expected or observed time between consecutive failures in a System or component.

2.25 "Mean Time to Repair (MTTR)" means the average expected or observed time required to repair a System or component and return it to normal operation.

2.26 "Operating Software" means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

2.27 "Operational Use Time" means for performance measurement purposes that time during which Equipment is in actual operation by the County. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

2.28 "Performance Testing Period" means a period of time during which the County, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the County.

2.29 "Period of Maintenance Coverage" means the period of time, as selected by the County, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

2.30 "Preventive Maintenance" means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

2.31 "Principal Period of Maintenance" means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the County, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

2.32 "Programming Aids" means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

2.33 "Program Product" means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the County for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

2.34 "Remedial Maintenance" means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

2.35 "Site License" means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the SOW.

2.36 "Software" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

2.37 "Software Failure" means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

2.38 "System" means the complete collection of Hardware, Software and services as described in this Agreement, integrated and functioning together, and performing in accordance with this Agreement.

2.39 "U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

3. NON-EXCLUSIVE AGREEMENT

This Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

4. TERM

4.1 This Agreement shall not be effective or binding unless approved in writing by the Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement. The term of the Agreement shall be for three (3) years from the effective date. The County shall have the right to exercise two (2) one-year optional renewals, or one (1) two-year optional renewal.

4.2 Furthermore, at any time during the term of the Agreement, the Agreement is subject to termination pursuant to Section 5 of this Agreement. The County may contract with the Contractor for maintenance beyond the term of this Agreement. Any contract extensions must be mutually agreed upon and in the form of a contract amendment signed by both parties.

4.3 The effective date of this Agreement is, 2016.

5. TERMINATION

5.1 Termination for Convenience

5.1.1 The County may terminate this Agreement or any contract release purchase order at any time for the convenience of the County by giving sixty (60) calendar days written notice specifying the effective date and scope of such termination.

5.1.2 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.

5.1.3 In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of Deliverables and/or services.

5.1.4 By termination under this paragraph, neither County nor the Contractor may nullify obligations, if any, already incurred for performance or failure to perform prior to the date of termination.

5.1.5 Termination under this paragraph may be made with or without cause.

5.2 Termination for Cause

5.2.1 County may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon ten (10) calendar days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) less than perfect tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any contract release purchase order.

5.2.2 In the event of such termination, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. For instance, the County may purchase or obtain Deliverables elsewhere and the defaulting Contractor shall be liable for the difference between Contractor's price pursuant to this Agreement, and all costs incurred by the County. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract or contract release purchase order with the County.

5.2.3 If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination For Convenience clause.

5.2.4 In lieu of terminating immediately upon contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor ten (10) calendar days (or other specified time period) to cure. If, within ten (10) calendar days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause. If County determines that the Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement

immediately without penalty upon issuing either oral or written notice to the Contractor and without any opportunity to cure.

5.2.5 Contractor may terminate this Agreement upon ten (10) calendar days written notice to County if County breaches any material term of this Agreement and the breach is not curable or the breach is curable but continues substantially uncured for thirty (30) days after written notice to County.

5.3 Termination for Lack of Appropriation: The term of the Agreement between Contractor and County, and the purchase of Deliverables and/or services hereunder, are contingent on the appropriation of funds by the County. Should sufficient funds not be appropriated, this Agreement may be terminated by County at any time by providing Contractor with thirty (30) calendar days written notice. In the event of such Termination for Lack of Appropriation, County shall be responsible only for any undisputed, unpaid balances for Deliverables and/or services provided by Contractor and accepted by County prior to the effective date of termination.

5.4 Termination for Bankruptcy: If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty.

5.5 Budgetary Contingency: Performance and/or payment by the County pursuant to this Agreement are contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

6. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

7. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

8. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by County's Director of Procurement, or authorized designee, as evidenced by his/her signature as set forth in this Agreement.

9. SCOPE

9.1 Contractor agrees to provide the County all Deliverables and/or services on terms set forth in this Agreement (including Exhibits), as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

9.2 The County will consider Contractor to be the single point of contact with regards to all contractual matters, including payment of any and all charges for Deliverables and/or services provided under the Agreement and any issues regarding the subcontractor(s), if any. Contractor shall provide to County quarterly and annual spend and usage reports, at no additional cost.

9.3 Any additional or different terms or qualifications sent by Contractor, including, without limitation, in mailings, attached to invoices or with any Deliverables shipped, shall not become part of the contract between the parties. County's acceptance of Contractor's offer is expressly made conditional on this statement.

9.4 Contractor shall provide to the County, all documentation and manuals relevant to the Deliverables to be supplied, at no additional cost. Contractor shall deliver such documentation either in advance of or concurrently with the delivery of Deliverables.

9.5 Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

9.6 Contractor shall be responsible for installation, delivery, training and knowledge transfer activities in relation to the Deliverables being supplied as reasonably required by County and as set forth in the the exhibits to this Agreement.

9.7 All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the SOW/Specifications.

9.8 9.9 Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which performance is rendered will be evaluated in light of the Contractor's superior skill. Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

9.10 Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable Deliverables and/or services.

9.11 County does not guarantee any minimum orders.

9.12 This Agreement shall not be effective or binding unless approved in writing by the County Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement.

9.13 Furthermore, at any time during the term of the Agreement, the Agreement is subject to termination in accordance with this Agreement. The County may contract with Contractor for recurring services beyond the term of this Agreement and any amendments.

10. COST SUMMARY AND COMPENSATION PLAN

10.1 Exhibit A of this Agreement is the basis for the pricing and compensation plan. The maximum compensation paid to the Contractor under this Agreement is \$200,000.

10.2 In the event of a decrease in the cost of recurring fees, Contractor shall extend the lower price(s) to the County and provide prompt written notification to the County. Contractor shall, on an ongoing basis, inform the County of any such special, promotional or reduced pricing.

10.3 In the event that any product on Exhibit A is discontinued or upgraded, Contractor shall extend the same contract pricing towards a comparable replacement which is functionally equivalent or upgraded version when available. Minimum mandatory hardware specifications must

be included. Unless otherwise stated, prices shall be fixed for the term of the Agreement, including all extensions and/or amendments.

10.4 Additional services, if any, must be approved in writing by the Director of Laboratory & Pathology will be billed after services have been rendered. Without written approval, subsequent invoices for services will not be the responsibility of the County.

10.5 Both parties acknowledge that during the term of this Agreement, products and services may be added to the Agreement upon written approval of the Director of the Laboratory & Pathology and by the Contract Administrator and Contractor in the form of a contract amendment. In the event that such services are identified, and a cost is associated, the County reserves the right to add the additional services to the Agreement and negotiate cost. The County Contract Administrator and Contractor will approve the additional work and cost by means of an amendment signed by both parties

10.6 The County will not pay any cost or charge that is not delineated in this Agreement.

11. DISPUTED PAYMENTS

If, due to either an issue with the charges on an invoice or the Contractor's failure to perform its obligations under this Agreement, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided that (a) there is a reasonable basis for the dispute, Contractor is responsible for working with the County and the Accounts Payable Department on resolving any outstanding invoicing issues.

11. TIME OF THE ESSENCE

12.1 Time is of the essence in the delivery of Deliverables and/or services by Contractor under this Agreement and any contract release purchase order. In the event that the Contractor fails to deliver Deliverables and/or services on time, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the Deliverables and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material and Contractor shall be liable for County's damages.

12.2 The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

12.3 The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

13. DOCUMENTATION

13.1 The Contractor agrees to provide to the County, at no charge, a reasonable number of all nonproprietary manuals and other printed materials, as described within the SOW, and updated versions thereof, which are necessary or useful to the County in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation, or if appropriate, to permit County to make copies of same for County's internal use.

13.2 If the Contractor is unable to perform maintenance or the County desires to perform its own maintenance on Equipment purchased under this Agreement then upon written notice by the County the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the County to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the County may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other contractor that the County may have hired to maintain the Equipment to use the above noted Documentation. The County agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided (in writing) by the Contractor.

14. SERVICE LEVEL AGREEMENT

14.1 Contractor warrants that the service provided pursuant to this Agreement shall adhere to the service levels and benchmarks specified in the SOW. Unavailability does not mean an inability to connect to the service due to a failure between the County's computer and the Internet. System availability and response time shall be accurately, truthfully and precisely monitored by Contractor on a 24x7x365 basis. Contractor shall provide a system availability and response time report at any time upon request by County.

14.2 This Agreement may be terminated for cause and without penalty if the Contractor fails to meet, for three (3) months in any twelve (12) month period, the service levels and benchmarks specified in the SOW, or experiences any period of total unavailability that has not been cured within three (3) hours to the reasonable satisfaction of the County.

15. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 ("T8CCR"), Hazard Communication, the Contractor must include a Material Safety Data Sheet ("MSDS") with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address." All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

16. SHIPPING AND RISK OF LOSS

16.1 Deliverables shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

16.2 Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor shall bear all risks of loss, injury, or destruction to Deliverables and materials ordered herein which occur prior to acceptance by

County; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

16.3 Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

16.4: Any software downloaded and transferred electronically shall not incur any freight, shipping or handling, or added fees.

17. INSPECTION, TEST, ACCEPTANCE, REJECTION AND RELATED RIGHTS

Unless otherwise specified in the SOW:

17.1 All Deliverables and/or services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within a reasonable time (but in no event longer than sixty (60) calendar days) after delivery. If the Deliverables, services, or the tender of delivery fail in any respect to conform to the Agreement, the County may reject the entire tender, accept the entire tender, or, if the Deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

17.2 Inspection

17.2.1 Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the County covering Deliverables and/or services under this Contract and will tender to the County only those Deliverables that have been inspected and found to conform to this Agreement's requirements.

17.2.2 Contractor will keep records evidencing inspections and their result, and will make these records available to the County during performance and for three (3) years after final payment. Contractor shall permit the County to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Agreement.

17.2.3 Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the County. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

17.2.4 All Deliverables and/or services may be subject to final inspection, test and acceptance by the County at destination, notwithstanding any payment or inspection at source.

17.3 Test

17.3.1 County will use the criteria established in this Agreement, the SOW, or any subsequent sub-SOW to determine the acceptance of each task and to test the Deliverables and/or services.

17.3.2 If the County, in its sole discretion, determines that the Deliverables and/or services have failed to meet a specific task, specification or requirements of the SOW, any sub-SOW, or this Agreement, or that features or functions said to be present in the Contractor's Documentation are absent or do not function properly, County may execute any or all of the following:

- (i) Have the Contractor modify the Deliverables and/or services to conform to the Documentation;
- (ii) Extend the acceptance testing period for a reasonable time period to allow time for Contractor to remedy the problems; or
- (iii) Cancel this Agreement and its obligations to Contractor. Any pre-payments made to the Contractor shall be prorated to the termination date and the remainder refunded to the County.

17.4 Acceptance

17.4.1 Acceptance is set forth in the SOW.

17.5 Rejection

17.5.1 County shall give written notice of rejection of Deliverables delivered and/or services performed during the period set forth in Section 17.1 of this Agreement. Such notice of rejection will state the respects in which the Deliverables and/or services do not substantially conform to their specifications. Acceptance by County will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the County might have at law or by express reservation in this Agreement with respect to any nonconformity.

17.5.2 Contractor shall be responsible to reclaim and remove any rejected Deliverables and/or items at its own expense. Should Contractor fail to reclaim or remove any rejected Deliverables and/or items within a reasonable time, County shall, at its option dispose of such Deliverables and/or items and require reimbursement from Contractor for any costs or expenses incurred.

17.6 Corrective Action:

17.6.1 Contractor shall comply with all applicable federal state, and local laws and regulations relating to its performance under this Agreement in all material respects.

17.6.2 If County discovers any practice, procedure, or policy of Contractor which materially deviates from the terms or requirements of this Agreement, which violates federal, state or local laws or regulations, the County, in addition to its termination rights, may notify Contractor that corrective action is required.

17.6.3 Contractor shall correct any and all discrepancies, violations, or deficiencies within thirty (30) calendar days, unless the corrective action requires additional time, in which case Contractor shall have a period of time to make corrections.

17.6.4 In the event that the Contractor's Deliverables and/or services are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the Deliverables and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, and any other costs incurred; or County may terminate for cause on grounds of material breach and Contractor shall be liable for County's damages.

17.6.5 Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

17.6.6 The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

18. ADJUSTMENT BY COUNTY

The County reserves the right to waive a variation in specification of Deliverables and/or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the Deliverables and/or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within thirty (30) calendar days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the Procurement Director, if he/she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for Deliverables and/or services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Procurement Director shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

19. INVOICING

19.1 Contractor shall invoice according to the pricing exhibit of this Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for Deliverables and/or services not specifically listed in the Agreement will not be approved for payment.

SCVMC Accounts Payable
2325 Enborg Lane, Suite 380
San Jose, CA 95128

19.2 Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; PO# if applicable, pricing per the Agreement; applicable taxes; and total cost.

19.3 Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) calendar days.

20. AVAILABILITY OF FUNDING

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding and upon appropriation for payment to the Contractor. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

21. PAYMENT

21.1 Payment shall be due net 45 days from the date of final acceptance by County of the Deliverables and/or services ordered, or net 45 days from the date of approval by County of correct and proper invoices, whichever date is later. Payment is deemed to have been made on the date when the County mails the warrant or initiates the electronic fund transfer.

21.2 Notwithstanding anything to the contrary, County shall not make payments prior to receipt of Deliverables and/or services (i.e. the County will not make "advance payments"). Unless specified in writing in a contract release purchase order, the County will not accept partial delivery

with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County's rights.

21.3 Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

21.4 Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Agreement and such payment shall be identified under the Contractor's federal and state identification number(s). Contractor shall also be responsible for all state and local property taxes assessed on property that is the subject of this Agreement.

21.5 The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94-730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

21.6 Contractor shall be solely responsible for all of Contractor's travel fees and costs. County shall be solely responsible for all of County's travel fees and costs.

22. LATE PAYMENT CHARGES OR FEES

The Contractor acknowledges and agrees that the County will not pay late payment charges or fees

23. DISALLOWANCE

In the event the Contractor receives payment for Deliverables and/or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

24. DISENTANGLEMENT

24.1 This section shall apply upon termination of this Agreement for any reason.

24.2 Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of Deliverables, provision of services or the County's activities. Contractor shall promptly return to County all County assets or information in Contractor's possession.

24.3 For any software programs developed for use under the County's Agreement, Contractor shall provide a non-exclusive, non-transferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.

24.4 County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

24.5 Contractor shall deliver to County or its designee, at County's request, all Documentation and data related to County, including, but not limited to, the County Data and client

files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

25. DISPUTES

25.1 The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Director of Procurement who shall furnish the decision to the Contractor in writing. The decision of the Director of Procurement shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending the Director of Procurement's decision.

25.2 "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above. Nothing in this Agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

25.3 In the event of a dispute, Contractor shall continue to perform its obligations pursuant to this Agreement for a period not to exceed ninety (90) days from the time that Contractor provides written notice to County of the disputed issue(s).

26. ACCOUNTABILITY

Contractors will be the primary point of contact and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

27. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

27.1 Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

27.2 As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

28. MERGER AND ACQUISITION

28.1 Neither party may assign this Agreement or transfer any rights to a third party without the prior written consent of the other party, and any such attempt shall be void; provided, however, subject to compliance with the provisions of this Section 28, County shall not unreasonably withhold or delay its consent for Contractor to transfer and/or assign this Agreement to any current wholly owned subsidiary, or pursuant to a corporate plan of merger, reorganization, acquisition or consolidation.

28.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights or assignment involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights, Contractor shall ensure that the acquiring entity or the new entity agrees to be bound by the terms of this Agreement and act in the place of Contractor with respect to all of its obligations as set forth herein. The acquiring entity shall honor all the terms and conditions in this Agreement and (if applicable) provide the functionality of the Deliverables and/or services in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the Deliverables and/or services at the same pricing levels. No additional license or maintenance fee will apply.

28.3 Contractor shall provide thirty (30) calendar days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

28.4 Contractor shall provide reasonable assistance to County during the transition period.

29. COMPLIANCE WITH ALL LAWS & REGULATIONS

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the Deliverables and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the Agreement. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act, etc. and the standards and regulations issued there under. Contractor shall defend, indemnify and hold the County harmless against any claim, loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

30. FORCE MAJEURE

30.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

30.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

30.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

30.4 The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the agreement and time for performance at its discretion.

31. CONFLICT OF INTEREST

31.1 Contractor represents and warrants that, to the best of its knowledge, it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement.

31.2 Contractor shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts applicable to Contractor and such subcontractors; and (ii) federal, state and local conflict of interest laws and regulations applicable to Contractor, such subcontractors and the services, including, without limitation, to the extent applicable, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for termination of this Agreement by the County.

31.3 Contractor shall provide County with the names, description of individual duties to be performed and email addresses of all persons who will be engaged in performance of the agreement, including without limitation colleagues, employees, agents and subcontractors with the exception of those working solely ministerial, secretarial, manual, or clerical capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service.

31.4 Contractor shall ensure that all individuals identified pursuant to this section understand that they are subject to the Political Reform Act ("PRA") and shall conform to all requirements of the PRA and other laws and regulations, including, as required, filing of Statements of Economic Interests (Form 700) within thirty (30) calendar days of commencing service pursuant to this Agreement, annually by April 1, and within thirty (30) calendar days of their termination of service pursuant to this Agreement. Form 700 is available on the website of the Fair Political Practices Commission.

32. INDEPENDENT CONTRACTOR

Contractor shall supply all Deliverables and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all Deliverables shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

33. INSURANCE

Contractor shall maintain insurance coverage, throughout the term of this Agreement, pursuant to Exhibit D.

34. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed with seventy two (72) hours of the incident unless the County requests or agrees to

an extension or another time frame. The clean up of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

35. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE

The Contractor represents and warrants that all the Deliverables and/or materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Contractor represents and warrants that it has free and clear title (including any and all intellectual property rights) to the Deliverables and/or materials purchased by County. Title to the Deliverables and/or materials purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

36. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

36.1. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the County, employees of the County, persons designated by the County for training, or any other person(s) other than agents or employees of the Contractor, designated by the County for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the County's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

36.2 Contractor shall not be liable for damages arising out of or caused by an alteration not made or installed by the Contractor.

37. INDEMNITY

Contractor shall defend, indemnify, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to defend, indemnify, and hold harmless the County under this Agreement.

38. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorneys fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties.

39. LIMITATION OF LIABILITY

39.1 Contractor's liability for damages to the County for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to greater of (i) the insurance limits set forth in Exhibit D to this Agreement, or (ii) three (3) times the Purchase Price. For purposes of this Section, "Purchase Price" will mean the aggregate Agreement price as set forth in Section 10 of this Agreement, and any subsequent amendments to this Agreement.

39.2 The foregoing limitation of liability shall not apply to (i) any indemnity or warranty obligation set forth in this Agreement, (ii) Contractor's willful misconduct, gross negligence, or fraud, or (iii) costs or attorney's fees that the County becomes entitled to recover.

39.3 The County's liability for damages for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the Purchase Price. Nothing herein shall be construed to waive or limit the County's sovereign immunity or any other immunity from suit provided by law.

39.4 With respect to warranty claims, Contractor shall not be liable for any indirect, consequential, incidental, exemplary, special or punitive damages (including lost profits and lost business), arising out of or related to this Agreement, even if the County has been advised or is aware of the possibility of such damages, and regardless of whether arising in tort (including negligence), contract, or other legal theory.

40. WARRANTY

40.1 Any Deliverables and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar Deliverables and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

40.2 Unless otherwise specified, the warranties in this Section begin upon County's final acceptance of the Deliverables and/or services in question and end one (1) year thereafter. Contractor warrants that:

40.2.1 Deliverables and/or services furnished hereunder shall strictly conform to the requirements of this Agreement (including without limitation all descriptions, specifications, and drawings identified in the SOW) and Contractor's Documentation;

40.2.2 Deliverables shall:

- (i) be free from material defects in materials and workmanship;
- (ii) be free of illicit or harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software);
- (iii) not contain hidden files or viruses;
- (iv) not replicate, transmit or activate themselves;
- (v) not alter, damage or erase data or computer programs;
- (vi) not contain open source code; and
- (vii) not infringe or violate any U.S. Intellectual Property Right.

40.2.3 If the Agreement calls for delivery of Commercial Software, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation.

40.2.4 All Deliverables supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances.

40.2.5 All Deliverables containing embedded or third party software shall contain a nonexclusive, perpetual, worldwide, and royalty free license to use, reproduce, distribute, demonstrate and prepare derivative works. Should a conflict exist between the terms of any such embedded or third party software license and this Agreement, this Agreement shall take precedence and supersede such other license terms and conditions. Contractor also represents and warrants that it has all rights to license to County. Contractor shall pass through all applicable third party warranties to County.

40.2.6 All Deliverables are compatible with County's operating environment.

40.2.7 Contractor shall perform all services in a workmanlike manner and in accordance with Contractor's industry's standards, but in no event less than a reasonable manner.

40.2.8 Security features shall be embedded, enabled and active upon delivery to County, including baseline security configurations for all Deliverables and a defined process to discover and report to County areas within the Deliverables that are vulnerable to security breaches.

40.3 Contractor shall immediately repair and/or replace any Deliverable not conforming to any warranty, or provide services to conform to County's requirements. If after notice, Contractor fails to repair or replace Deliverables, or to provide services to conform to County's requirements, Contractor shall promptly refund to County the full purchase price paid by the County and the County's Cost to Cover. Contractor shall also extend the warranty period for the equivalent period of time that the Deliverables are not in conformance with the County's requirements.

40.4 At County's option, Contractor shall use best efforts to repair and/or replace any Deliverable containing open source code or illicit or harmful code. Contractor shall also extend the warranty period for the equivalent period of time that the Deliverables are not in conformance with the County's requirements. Contractor shall also extend the warranty period for the equivalent period of time that the Deliverables are not in conformance with the County's requirements.

40.5 If Contractor is unable to repair and/or replace to the County's satisfaction and within a reasonable period of time, County may immediately terminate this Agreement for cause pursuant to section 5 of this Agreement and Contractor shall refund to County a proportionate refund of any pre-paid fees.

40.6 During the provision of Deliverables and/or services, Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

40.7 Unless otherwise specified, the Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

40.8 Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the County, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the County.

40.9 Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the County and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.

40.10 All warranties, including special warranties specified elsewhere herein, shall inure to the County, its successors, assigns, customer agencies, and governmental users of the Deliverables and/or services.

40.11 Should any Deliverable contain embedded or third party software without a license as specified in section 40.2.5, Contractor shall immediately obtain a license for County's benefit at no cost to the County. Said license shall conform to the requirements set forth in section 40.2.5.

41. COOPERATION WITH REVIEW

41.1 Contractor shall cooperate with County's periodic review of Contractor's performance. Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

41.2 Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable federal, state, and local laws and regulations are met, and that adequate internal fiscal controls are maintained.

42. AUDIT RIGHTS

42.1 Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000 USD) shall be subject to audit by the State Auditor.

42.2 All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

42.3 Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

43. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

43.1 Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the Agreement between Contractor and County. Records shall be maintained during the terms of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract.

43.2 All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection,

examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

43.3 Contractor shall provide annual reports that include, at minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than thirty (30) calendar days of the Agreement anniversary date unless otherwise requested.

43.4 Contractor shall also provide quarterly reports to the County that show a breakdown by contract release purchase order (i) the order date (ii) ship date (iii) estimated arrival date (iv) actual arrival date (v) list of products, services and maintenance items (vi) the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems). Quarterly reports must be made available to the County in electronic format, two (2) business days after the end of each quarter unless otherwise requested.

44. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000 USD) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

45. NON-DISCRIMINATION

Contractor shall comply with all applicable federal, state, and local laws and regulations, including Santa Clara County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the Agreement for cause.

46. DEBARMENT

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within thirty (30) calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor shall defend, indemnify, and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

47. RIGHTS IN WORK PRODUCT

Intentionally Deleted

48. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA

48.1 The County agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for County's exclusive use for the purposes of this Agreement only. All such proprietary data shall remain the property of the Contractor. County agrees to take reasonable steps to insure that such proprietary data is not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act ("CPRA").

48.2 The County will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

48.3 The County agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Agreement with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

49. COUNTY DATA

49.1 "County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data.

49.2 Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement.

49.3 Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement.

49.4 Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such

unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof.

49.5 Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.

50.1 SOFTWARE SOURCE CODE ESCROW

Intentionally Deleted

51. CALIFORNIA PUBLIC RECORDS ACT INDEMNITY

The County is a public agency subject to the disclosure requirements of the CPRA. If the County receives a CPRA request for documents (as defined by the CPRA) and said request relates to the Deliverables and/or services provided pursuant to this Agreement, the County will notify Contractor of the request and confer with Contractor regarding an appropriate response to said request. If Contractor contends that any documents are Contractor's confidential or proprietary material, not subject to the CPRA, and/or exempt from the CPRA, and Contractor wishes to prevent disclosure of said documents, Contractor shall instruct County to withhold said documents. If Contractor fails to respond to County in writing prior to the County's deadline for responding to the CPRA request, the County may disclose the requested information under the CPRA without liability to the County. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorneys fees) that may result from denial of a CPRA request.

52. SEVERABILITY

Should any part of the Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

53. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

54. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the Director of Procurement, or authorized designee.

55. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

56. HANDWRITTEN OR TYPED WORDS

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

57. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement. Should any ambiguities or conflicts between contract terms and conditions contained in this Agreement and its exhibits exist, the terms and conditions in this Agreement shall control over its exhibits.

58. ENTIRE AGREEMENT

This Agreement and its exhibits (if any) constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

59. EXECUTION & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature must be treated in all respects as having the same effect as an original signature. The original signature copy must be sent to the County by United States Postal Service mail, sent by courier or delivered by hand.

60. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to:

COUNTY:

Name: Anu Ethiraj
Contract Administrator
c/o Procurement Department
2310 North First Street, Suite 201
San Jose, CA 95131-1040

CONTRACTOR:

Name: Becky Brown

Title: Central Regional Account Manager

Company: Alere

Address 1: 2000 Holiday Drive,

City: Charlottesville,

State: VA

Zip: 22901

Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) calendar days after the date of the notice.

61. ACCOUNT MANAGER

Contractor must assign an Account Manager to the County to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre- and post-sales support, problem resolution assistance and required information on a timely basis.

62. SURVIVAL

All representations, warranties, indemnities, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

63. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

64. HIPAA

Contractor shall comply with Exhibit F, which sets forth certain requirements pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

65. NO SMOKING

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

66. BEVERAGE NUTRITIONAL

If Contractor provides beverages through County departments, or at County programs, sponsored meetings, sponsored events, or at County owned/operated facilities, Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria, if applicable. The six categories of nutritional beverages that meet these criteria are (1) water with

no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

67. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

68. ELECTRONIC COPY OF SIGNED AGREEMENT

All parties agree that an electronic copy of a signed contract shall have the same force and effect as an original signed contract provided that the Contractor agrees to deliver to the County the original signed contract within 7 business days of sending an electronic copy. The term "electronic copy" for purposes of this provision refers to a transmission by facsimile or electronic mail in a portable document format.

69. WAGE THEFT PREVENTION

(1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR

ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Countywide Contracting, no more than 15 days after the judgment, decision, or order becomes final or of

learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-Countywide Contracting with documentary evidence of compliance with the final judgment, decision or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision or order will be satisfied.

(5) County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—Countywide Contracting; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this

70. LIVING WAGE

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- a) Suspend, modify, or terminate the Direct Services Contract.
- b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

Exhibit B

Price Summary and Compensation Plan


MIDDLEWARE FOR POINT OF CARE INSTRUMENTS

Description	QTY -	Year 1 January 10, 2017- January 9, 2018	Year 2 January 10, 2018- January 9, 2019	Year 3 January 10, 2019- January 9, 2020	Year 4 January 10, 2020- January 9, 2021	Year 5 January 10, 2021- January 9, 2022
Medtronic Coagulation Module Charge *includes 3 hospital sites per full module charge- Annual Fee	1 (one time fee for 3 HMS Plus instruments)	\$6,526.80	\$6,526.80	\$6,526.80	\$6,526.80	\$6,526.80
RALS-WEB3 Browser Based Remote Access Annual Fee	1	Included with Module	Included with Module	Included with Module	Included with Module	Included with Module
LIS HLS 7 Un- solicited Results Interface Annual Fee	1	Included with Module	Included with Module	Included with Module	Included with Module	Included with Module
Instrument Component Cost- Annual Fee	3	\$758.70	\$758.70	\$758.70	\$758.70	\$758.70
ANNUALIZED PAYMENT SCHEDULE FOR LICENSE TERM, NON-GLUCOSE MODULE FEE, AND INSTALLATION/TRAINING.						
Implementation Fee for Non-Glucose Module One Time Fee	5 YRS	\$4,682.00	N/A	N/A	N/A	N/A
License Fee	5 YRS	\$7285.50	\$7285.50	\$7285.50	\$7285.50	\$7285.50
TOTAL ANNUALIZED PAYMENTS		11, 967.50	\$7,285.50	\$7,285.50	\$7,285.50	\$7,285.50
5 YEAR TOTAL						\$41,109.50
Additional Instrument Connectivity Sites	1					
Additional Instrument Component Cost Annual Fee	1					

The County of Santa Clara, Valley Medical Center Laboratory & Pathology will be provided the ability to add additional connective sites at any time during the term of this contract via an amendment.

All services will be provided by phone, email, or remotely.

TEST ENVIRONMENT

		Charlottesville, VA General Information: 1.888.971.7953 Customer Support: 1.877.627.7257 www.rals.com Fax: 866-533-9071 Email: InformaticsSales@alere.com 2000 Holiday Drive, Suite 500, Charlottesville, VA 22901		
Santa Clara Valley Medical Center				
San Jose, CA				
Catalog #	RALS-Web3	Date:	May 5, 2016	
Quote #	540-050506-016 A	AI Executive:	Mike McNamara	
Customer #	A#-00009947	AI Inside Sales Rep:	Becky Brown	
Opportunity #	O-050516 25814	Fax #:	866-533-9071	
System Information		RCS#:	RCS-1879	
License Term:		Years:	5.00	
LICENSE COSTS				
RALS Test System License	Y		\$12,859.00	
RALS Test Area/System Annual Support & Maintenance	5	years support	\$5,360.00	
LICENSE TOTAL:			\$18,219.00	
<i>*This quote is valid for work performed during normal business hours of Monday through Friday, 7AM - 7PM eastern time, excluding holidays. Additional fees apply for work performed outside these hours.</i>				
Total Contract Amount for License/Installation/Training*			\$18,219.00	
<i>* Plus Applicable Sales Tax (if non-applicable please submit Exemption Cert)</i>				
Annualized Payments Schedule		Year	Payor	Amount Due:
		One	Customer Pay	\$13,931.00
		Two	Customer Pay	\$1,072.00
		Three	Customer Pay	\$1,072.00
		Four	Customer Pay	\$1,072.00
	Five	Customer Pay	\$1,072.00	
The supply of RALS for use by Customer is governed by the terms and conditions of the RALS Software System and Support Master Agreement. Please make all purchase orders out to Alere Informatics, Inc. Thank you.				
The above offering of products, services and prices will remain in effect until:			December 31, 2016	



Charlottesville, VA
 General Information: 1.888.971.7953
 Customer Support: 1.877.627.7257
 www.rals.com

Fax: 866-533-9071 Email: InformaticsSales@alere.com
 2000 Holiday Drive, Suite 500, Charlottesville, VA 22901

Santa Clara Valley Medical Center

San Jose, CA

Catalog #	RALS-Web3	Date:	8/26/2016
Quote #	540-082609-016 A	AI Executive:	Mike McNamara
Customer #	A#-00000947	AI Inside Sales Rep:	Becky Brown
Opportunity #	O-082616 27289	Fax #:	866-533-9071

Post Installation Configuration & Support

Service Charge	Engineering Services	<input type="checkbox"/>	\$528.00
TOTAL POST INSTALLATION CONFIGURATION & SUPPORT SERVICES:			\$528.00

**This quote is valid for work performed during normal business hours of Monday through Friday, 7AM - 7PM eastern time, excluding holidays. Additional fees apply for work performed outside these hours.*

Total Contract Post Installation Configuration, Support and Services: \$528.00

Plus Applicable Sales Tax (if non-applicable please submit Exemption Cert)

The supply of RALS for use by Customer is governed by the terms and conditions of the RALS Software System and Support Master Agreement.

Please make all purchase orders out to Alere Informatics, Inc. Thank you.

The above offering of products, services and prices will remain in effect until: **December 31, 2016**

DISASTOR RECOVERY



Charlottesville, VA
 General Information: 1.888.971.7953
 Customer Support: 1.877.627.7257
 www.rals.com

Fax: 866-533-9071 Email: InformaticsSales@alere.com
 2000 Holiday Drive, Suite 500, Charlottesville, VA 22901

Santa Clara Valley Medical Center

San Jose, CA

Catalog #	RALS-Web3	Date:	8/26/2016
Quote #	540-082608-016 A	AI Executive:	Mike McNamara
Customer #	A#-00000947	AI Inside Sales Rep:	Becky Brown
Opportunity #	O-082616 27288	Fax #:	866-533-9071

Post Installation Configuration & Support

After Hours Support (Mon-Fri 7PM EST to 7AM EST)	<input type="checkbox"/>	\$1,643.00
TOTAL POST INSTALLATION CONFIGURATION & SUPPORT SERVICES:		\$1,643.00

Plus Applicable Sales Tax (if non-applicable please submit Exemption Cert)

The supply of RALS for use by Customer is governed by the terms and conditions of the RALS Software System and Support Master Agreement.

Please make all purchase orders out to Alere Informatics, Inc. Thank you.

The above offering of products, services and prices will remain in effect until: **December 31, 2016**

BLOOD GLUCOSE METERS



Charlottesville, VA
 General Information: 1.888.971.7953
 Customer Support: 1.877.627.7257
 www.rais.com

2000 Holiday Drive, Suite 600, Charlottesville, VA 22901

Santa Clara Valley Medical Center
 San Jose, CA

Catalog #:	RAIS-Web3	Quantity:	50	Date:	December 5, 2016
Quote #:	680-071507-018 B	Cost Per Device:	\$81.00	RAI Number:	866-533-9071
Device:	Roche Glucose Inform / Inform II	License Expire Date:	12/17/2019	PO/Worksheet:	informaticssales@alere.com
Type:	glucose	License Term Years:	2.00	RAI:	Becky Brown
Customer #:	A9-0000947	Opportunity #:	0-471516 26756	AI EmC:	Mika McNamara
Total Additional Cost to License Basis					TOTAL DUE & OWING: \$8,100.00

Purchasing Instructions: Fax Purchase Order to AI Orders at 866-533-9071 or Email to InformaticsSales@alere.com

The Technology License includes service, support, updates and hardware maintenance. The supply of RALS for use by Customer is governed by the terms and conditions of the RALS Software Technology System License Agreement.

These prices will remain in effect for 90 days or until December 31, 2016

Order cannot be started until Purchase Order and Completed Worksheet are received.

Please Fill out Equipment Ship to below

Ship to Address:			
City, State, Zip:			
Attention:	Contact Name:	Phone No./Ext.	Email Address:
POCC/ATC:			
IT Contact:			

Device Type:		IP Download Info:				ADT INFO (if applicable): If you are using EPID and/or IN-UNIT ADT Verification then this info is required.	
Location Names (As it will appear in RALS)	ISTAT Type	Downloader Type	Static or DHCP	Gateway Static or DHCP	Subnet Mask Static or DHCP	ADT Code / Patient Location	Facility Code
Please take a moment to look at your existing Location names. (999-PACU) The unique location name as will be entered into the RALS system to identify this location	Choose from drop down menu in call	Choose from drop down menu in call	e.g. 127.0.0.1 or DHCP	e.g. 127.0.0.1 or DHCP	e.g. 255.255.255.0 or DHCP	This is the alpha code that designates the unit where the patient is registered.	This is often an alpha code sent in the ADT stream to designate the specific hospital

Service Charge Rates (per hour)

Training Services	\$169
Interfacing Services	\$250
Engineering Services	\$300

The County will be invoiced annually.

Exhibit C
Statement of Work

Introduction/Background

This Statement of Work (SOW) describes the necessary resources and the scope of work required to successfully implement the Hepcon™ HMS PLUS Module with the existing RALS®-Web3 system for *Santa Clara Valley Medical Center* (the Customer). Adding Hepcon™ HMS PLUS device support to RALS®-Web3 will provide the Customer with the ability to manage all Hepcon™ HMS PLUS devices, patient results, operator certifications, and QC testing from a single Point of Care (POC) data manager. In addition, Hepcon™ HMS PLUS results will be added to the current RALS®-LIS Results Interface to *Sunquest*.

Assumptions and Configuration Requirements

This SOW assumes the following:

- Alere Informatics (AI) will perform all tasks, including interface development, remotely through an already existing VPN connection between AI and the Customer's network.
- The Customer's change management requirements and procedures have been addressed prior to the start of the project.

Resources

AI has structured our project staffing model so that the AI team works very closely with the Customer's team to effectively complete all phases of the project. The project team will consist of Customer and AI resources as well as any necessary Laboratory Information System (LIS) vendor resource.

AI will provide resources to cover the following responsibilities:

- Project Manager to manage the overall implementation, and organize the necessary resources to provide technical guidance and implementation.
- Implementation Specialist to support RALS®-Web3 configuration.
- Interface Resource to support interface development and required integration testing.
- Trainer to provide RALS®-Web3 training.

The Customer will provide resources to cover the following responsibilities:

- A Project Manager (or Project Lead) to coordinate resources, tasks and schedules, and facilitate resolution of critical business issues (i.e. POCC, Lab Manager, etc.).
- IT resources to support device connectivity.
- LIS Administrator or other Resource to work with HL7 Interface Development.
- Point of Care Coordinator or other resource to support and define clinical workflow definition.

Milestones and Schedule

Alere Informatics and the Customer will hold meetings regularly (at a frequency determined during the kick-off phase of the project) to ensure agreed upon milestones are met and to expedite resolutions to critical business issues.

The following outlines the 9-week milestone and deliverable timeline for the project

Week 1
Kick-off and Equipment
Alere Informatics coordinates a kick-off call that includes all stakeholders from the Customer, Alere Informatics, and if necessary, LIS vendor resource.
AI sends USB to serial adapters for use at Customer workstations running RALS® Remote Connect (RRC) and/or configures and sends data ports to the Customer to place at the various meter locations and connect to the Customer's network
AI and Customer confirm dates for all milestones and go-live
Week 2
Required Customer Information Delivered
Customer provides a list of workstations and/or locations with IP addresses for the meters and a list of any additional operators to be added to RALS®-Web3.
Customer provides a list of profiles/panels/tests that will be used with the appropriate LIS codes to order and result the tests, as well as any special requirements.
AI Interface resource works with the Customer and LIS vendor to clarify any outstanding issues.
Week 3
RALS® Configuration
AI upgrades RALS® to the latest released version
AI adds the locations and operators to RALS®-Web3
If using RRC, AI can assist with installing and configuring RRC on the identified workstations.
Customer IT provides administrative access to the workstations
AI Interface resource adds the Hepcon™ HMS PLUS profiles in RALS®-Web3 and the patient result handling to the Interface based on the Customer provided interface information.
Week 4
Device Configuration and Interface Connectivity Testing
AI assists in connecting a Hepcon™ HMS PLUS device for interface testing and training purposes.
AI works with the LIS vendor resource and the Customer to confirm LIS connectivity and result transmission to the LIS.

Week 5
Training and Preparation for Integration Testing
AI will provide one, two-hour training session that covers device configuration settings, materials, reports, etc.
Customer confirms tests sent to the LIS post as expected and are sent to up line systems
AI configures a temporary test interface to the LIS for the Customer to perform Integration testing
Weeks 6 - 7
Integration Testing
Customer runs defined test scenarios on the Hepcon™ HMS PLUS, sends through RALS®-Web3 to the test LIS area, confirms the patient results are posting and reporting as expected in the LIS/HIS/EMR, and the appropriate billing charges are being generated.
AI will assist with interface changes as needed within the scope of the project
Week 8
Pre Go-Live
AI and Customer confirm go-live date and go-live activities
POCC and AI Implementation Specialist connect remaining devices
AI prepares system/interface for go-live and discusses go-live readiness with the Customer
Customer sends selected tests to the production LIS and confirms tests post correctly in the LIS/HIS/EMR and billing charge is created.
Week 9
GO-LIVE
At Go-Live, Customer verifies that patient tests are transmitting to RALS® and posting as expected.
Letter of Acceptance signed by Customer

- Any changes including unavailability of resources or delays in milestone completions will impact the project timeline.
- Feature requests that are outside this Statement of Work will need to be assessed and approved, and may affect the timeline and/or require additional charges.

Annual License Support Coverage after Go-Live:

Annual license support coverage for RALS for 3 HMS Plus instruments/3 hospital sites. Alere will make available all upgrades and replacement technology to RALS latest version at no additional charge to the County.

Annual Maintenance and Support Services Included at no additional cost:

8. Maintenance and Support Services

a. Scope of Services. During the term of this Agreement, AI will provide the following maintenance and support services to Customer:

(i) Corrections of substantial defects in RALS and/or Software Module(s) so that RALS and/or Software Module(s) will operate in accordance with AI's Documentation;

(ii) Periodic updates to RALS and/or Software Module(s);

(iii) Telephone support twenty-four (24) hours per day, seven (7) days per week, to assist Customer in using RALS/Software Module(s) and troubleshooting issues;

(iv) Remote system support to permit training, diagnostic troubleshooting and delivery of periodic updates; provided, however that such remote support can only be provided if Customer retains a technical method of remote access that is fully supported by AI (i.e. site-to-site VPN with the ability to use a remote console access such as Securelink Remote Access Qualification of remote access and support technology options shall be determined by current AI standard support practices and are subject to change.

(v) Support of all AI-supplied components, including repair, replacement, or exchange of components that are not functioning properly. For those customers with the Physical Model, and only those customers, hardware supplied by AI shall be supported and the standard service provided includes next business day response, and overnight shipment of needed repair and/or replacement parts. Enhanced hardware support options are available, if applicable. All other AI-supplied hardware components will be repaired, replaced, or exchanged with shipment to Customer within an estimated one (1) business day of AI receiving the returned defective component.

b. Services Not Included. Standard maintenance services do not include:

(i) Changes to the approved ISW, following completion of the RALS configuration and acceptance by Customer, as a whole or a specific part, which result in additional work by AI to ensure RALS meets all test procedures and requirements.

(ii) Work performed by AI, following completion of the RALS configuration and acceptance by Customer, to accommodate: (1) changes or modifications to Customer's LIS which affects its operation or interaction with RALS; (2) changes to the hospital's OS system that affects the system performance; (3) interference of third-party software loaded by Customer; (4) changes in Customer's network that disable RALS and require AI intervention e.g., changing IP addresses; (5) Customer-specified or requested additions, changes or modifications to AI's internal network infrastructure, security standards, or deployed software packages to accommodate or maintain remote access to Customer network for the provision of remote system support access to RALS; (6) remote system support for training, diagnostic troubleshooting and the provision of periodic updates when no fully supported and mutually agreeable technical method of secure remote access is available.

(iii) Customer specified enhancements that are not normal updates or upgrades to RALS. For the sake of clarity, this includes but is not limited to: additional on-site support and/or training as described in Provision 10 and maintenance and support of Customer supplied hardware, third-party software and associated software components.

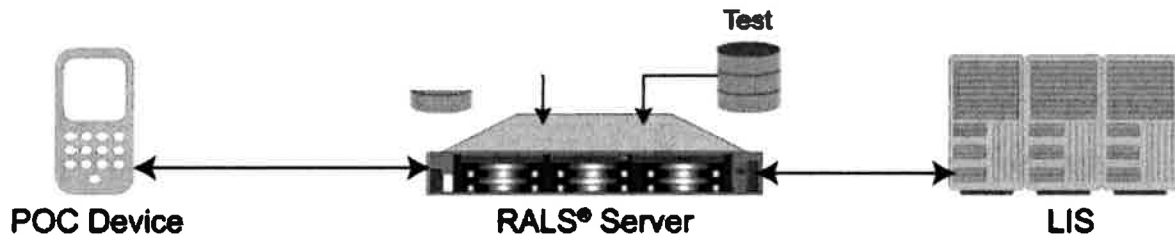
(iv) The repair, correction, or replacement of RALS when such repair, correction or replacement is due, directly or indirectly, to: (a) Customer's failure to follow operation or maintenance instructions as set forth in Documentation; (b) the use of media, supplies, or

consumable supplies which are not compatible with RALS maintained hereunder; (c) the unauthorized repair, maintenance, modification or alteration of RALS unless specifically approved in writing by AI in advance; (d) hardware or software not supplied or authorized by AI; (e) the abusive or negligent acts or omissions of Customer; (f) power failure, surges or electrical damage, lightning, fire or water damage, accident or disruptive events reasonably within Customer's control; (g) air conditioning failure, humidity control failure, or a corrosive atmosphere harmful to electronic circuitry; (h) damage during transportation by Customer; (i) failure of Customer to maintain any site specifications specified by AI; (j) changes in Customer's operation standards that would require AI to modify its standard configurations or procedures, or (k) other causes clearly external to RALS and clearly not attributable to AI, including but not limited to any acts of nature.

(v) Data backup systems, hardware, software or processes for the storage and retrieval of Customer data to/from systems or devices other than those provided by AI as part of this Agreement.

RALS®-Plus Test System

Test System Flow Diagram:



Definition:

The RALS®-Plus Test System consists of a separate server and database designed to identify conditions that could affect the performance of RALS®. This configuration allows POCs to identify, test and train on any updates or changes to the RALS® system before transitioning those events to their production system. All data is stored in a separate server and database so that test information is not “mixed” with production data.

- New device modules being added to the RALS® system
- New download sites being added to the RALS® system
- New cartridges being added to the RALS® system
- New download locations being sent to the LIS
- New changes to the existing hospital LIS (i.e. Mysis or Cerner upgrade)
- New changes to the existing hospital HIS [such as ADT format etc.]
- New changes to the RALS® interfacing script
- RALS® software updates
- MS & SQL patches (testing to be performed by hospital IT)

Specifications:

- A separate Test server is supplied by Alere Informatics (physical or virtual)
- Test system results will reside on the RALS® Test server
- Non Standard configurations will need to be reviewed on a case by case basis

Set-Up and Installation:

- Devices used for testing will be assigned to the Test System from the Test System.
- The hospital IT will add the Test server to the hospital's system.
- Alere Informatics personnel will ready the Test System for use.

Exhibit E
Business Associate Agreement

WHEREAS, County of Santa Clara ("County" or "Covered Entity") is a Covered Entity, as defined below, and wishes to disclose certain Protected Health Information ("PHI") to Alere Informatics "Business Associate" pursuant to the terms of the Agreement and this Business Associate Agreement ("BAA"); and

WHEREAS, the County is a hybrid entity pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") performing both covered and non-covered functions; and

WHEREAS, the Santa Clara Valley Health and Hospital System, which is part of the County is comprised of multiple County Departments, including Valley Medical Center and Clinics ("VMC"), the County Mental Health Department ("MHD"), the County Department of Alcohol and Drug Services ("DADS"), the County Public Health Department ("PHD") and the County Custody Health Services ("Custody Health") and County Valley Health Plan ("VHP"), all of which are "Covered Entities" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"); and

WHEREAS, the Covered Entity and Business Associate are "qualified service organizations" or "QSO" within the meaning of the federal law governing Confidentiality of Alcohol and Drug Abuse Patient Records and its implementing regulations, 42 Code of Federal Regulations ("C.F.R.") Part 2; and

WHEREAS, the Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI used and disclosed pursuant to this BAA in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), California Welfare & Institutions Code 5328, 42 U.S.C. Section 290dd-2, 42 C.F.R part 2, California Confidentiality of Medical Information Act Civil Code Section 56, California Health & Safety Code 1280.15, and other applicable laws; and to the extent the Business Associate is to carry out the covered entity's obligation under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the covered entity in the performance of such obligation.

WHEREAS, part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entities to enter into a contract containing specific requirements with any Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to the BAA, the parties agree as follows:

I. Definitions

Terms used, but not otherwise defined, and terms with initial capital letters in the BAA have the same meaning as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

Privacy Breach Any acquisition, access, use or disclosure of Protected Health Information in a manner not permitted or allowed under state or federal privacy laws.

Business Associate is a person, organization, or agency other than a workforce member that provides specific functions, activities, or services that involve the use, creation, or disclosure of PHI for, or on behalf of, a HIPAA covered health care component. Examples of business associate functions are activities such as claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing; and legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services.

Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 160.103. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

Protected Information shall mean PHI provided by Covered Entity to Business Associates or created or received by Business Associates on Covered Entity's behalf.

Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h)(1) and 45 C.F.R. 164.402.

II. Duties & Responsibilities of Business Associates

a. Permitted Uses. Business Associate shall use Protected Information only for the purpose of performing Business Associate's obligations under the Contract and as permitted or required under the Contract or Addendum, or as required by law.

Further, Business Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule, Welfare & Institutions Code Section 5328, 42 C.F.R. Part 2, or the HITECH Act, if so used by Covered Entity. However, Business Associate may use Protected Information (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, or (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. [45 C.F.R. Sections 164.502(a)(3), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. Permitted Disclosures. Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule, 42 C.F.R., Welfare & Institutions Code Section 5328, or the HITECH Act if so disclosed by Covered Entity. However, Business Associates may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information obtained pursuant to the Agreement and this BAA to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any Breaches of confidentiality of the Protected Information within twenty-four (24) hours of discovery, to the extent it has obtained knowledge of such Breach. [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i)-(ii)(A) and 164.504(e)(4)(ii)].

c. Prohibited Uses and Disclosures. Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. [42 U.S.C. Section 17936(a) and 45 C.F.R. 164.501]. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. [42 U.S.C. Section 17935(a); 45 C.F.R. Section 164.502(a)(5)(ii)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. [42 U.S.C. Section 17935(d)(2)]. This prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

d. Appropriate Safeguards. Business Associate shall implement appropriate administrative, technological and physical safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this BAA that reasonably and

appropriately protect the confidentiality, integrity and availability of the Protected Information, and comply, where applicable, with the HIPAA Security Rule with respect to Electronic PHI.

e. Reporting of Improper Access, Use or Disclosure. Consistent with Section (h)(4) of this agreement, Business Associate shall notify Covered Entity within twenty – four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Contract or Addendum; any security incident (i.e. any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in any information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by Business Associate or its agents or subcontractors.

Business Associate shall report to SCVHHS Compliance & Privacy Officer in writing any access, use or disclosure of Protected Information not permitted by the Agreement and this BAA. As set forth below, [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e) (2) (ii) (C); 45 C.F.R. Section 164.308(b); California Health & Safety Code 1280.15, California Confidentiality of Medical Information Act 56.10, California Welfare & Institutions 5328].

Compliance & Privacy Officer
Santa Clara Valley Health & Hospital System
2325 Enborg Lane, Suite 240
San Jose, California 95128
Facsimile: (408) 885-6886
Telephone: (408) 885-3794

The Breach notice must contain: (1) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (2) the location of the breached information; (3) the unauthorized person who used the PHI or to whom the disclosure was made; (4) whether the PHI was actually acquired or viewed; (5) a description of the types of PHI that were involved in the Breach; (6) safeguards in place prior to the Breach; (7) actions taken in response to the Breach; (8) any steps Individuals should take to protect themselves from potential harm resulting from the Breach; (9) a brief description of what the business associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches; and (10) contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website or postal address. [45 C.F.R. Sections 164.410(c) and 164.404(c)]. Business Associate shall take any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Business Associate shall otherwise comply with 45 C.F.R. Section 164.410 with respect to reporting Breaches of Unsecured PHI. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 165.308(b)]

f. Business Associate's Agents and Subcontractors. Business Associate shall ensure that any agents or subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI and implement the safeguards required by paragraph (II) d above with respect to Electronic PHI. [45 C.F.R. Sections 164.502(e)(1)(ii), 164.504(e)(2)(ii)(D) and 164.308(b)]. If Business Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach of violation of an agent or subcontractor's obligations under the Contract or Addendum or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If these steps are unsuccessful, Business Associate shall

terminate the contract or arrangement with agent or subcontractor, if feasible. [45 C.F.R. Section 164.504(e)(1)(iii)]. Business Associate shall provide written notification to Covered Entity of any pattern of activity or practice of a subcontractor or agent that Business Associate believes constitutes a material breach or violation of the agent or subcontractor's obligations under the Contract or Addendum or other arrangement with twenty four (24) hours of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

The Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

g. Access to Protected Information. Business Associate shall make Protected Information maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524. [45 C.F.R. Section 164.504(e)(2)(ii) (E); 42 C.F.R. part 2 and Welfare & Institutions Code Section 5328]. If Business Associate maintains an Electronic Health Record, Business Associates shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e)(1). If any Individual requests access to PHI directly from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the request.

h. Electronic PHI. If Business Associate receives, creates, transmits or maintains Electronic PHI on behalf of Covered Entity, Business Associates will, in addition, do the following:

- (1) Develop, implement, maintain and use appropriate administrative, physical, and technical safeguards in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320(s) or the United States Code and Title 45, Part 162 and 164 of CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI received from or on behalf of Covered Entity.
- (2) Document and keep these security measures current and available for inspection by Covered Entity.
- (3) Ensure that any agent, including a subcontractor, to whom the Business Associate provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect it.
- (4) Report to the Covered Entity any Security Incident of which it becomes aware. For the purposes of this BAA and the Agreement, Security Incident means, as set forth in 45 C.F.R. Section 164.304, "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system." Security incident shall not include, (a) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate, or (b) immaterial incidents that occur on a routine basis, such as general "pinging" or "denial of service" attacks.

i. Amendment of PHI. Within ten (10) days of receipt of a request from Covered Entity for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such Protected Information available to Covered Entity for amendment and incorporate any such

amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule. If any Individual requests an amendment of Protected Information directly from Business Associate or its agents or subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity.

j. Accounting Rights. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Privacy Rule and the HITECH Act. [42 U.S.C. Section 17935(c) and 45 C.F.R. Section 164.528]. Business Associate agrees to implement a process that allows for an accounting of disclosures to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request. Accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent Business Associate maintains an electronic health record and is subject to this requirement.

At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. [45 C.F.R. Section 164.528(b)]. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall forward it to Covered Entity in writing within five (5) days of the request. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any Protected Information except as set forth in the Agreement and this BAA.

k. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Covered Entity and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with the Privacy Rule [45 C.F.R. Section 165.504(e)(2)(ii)(I)]. Business Associate shall concurrently provide to Covered Entity a copy of any internal practices, books, and records relating the use and disclosure of PHI that Business Associate provides to the Secretary.

l. Minimum Necessary. Business Associate and its agents or subcontractors shall request, use and disclose only the minimum amount of Protected Information reasonably necessary to accomplish the purpose of the request, use, or disclosure in accordance with 42 U.S.C. Section 17935(b). Business Associate understands and agrees that the definition of "minimum necessary" is defined in HIPAA and may be modified by the Secretary. Each party has an obligation to keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

m. Adherence to the Requirements of 42 C.F.R. Business Associate acknowledges that in receiving, transmitting, transporting, storing, processing or otherwise dealing with patient records and information in connection with providing drug testing services to patients covered by SCVHHS under this Agreement and BAA, it is fully bound by the regulations governing confidentiality of alcohol and drug abuse patient records, 42 C.F.R. Section 2.1, *et seq.*, and HIPAA, and may not use or disclose the information except as permitted or required by this BAA or applicable law.

n. Resist Efforts in Judicial Procedures. Business Associates agree to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Records, 42 C.F.R. Part 2.

o. Data Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to the Protected Information governed by this BAA, and all rights, interests, and title remain vested in the County at all times.

p. Warranties and Disclosures. Business Associate assumes risk for any and all use of PHI. SCVHHS assumes no liability or responsibility for any errors or omissions in, or reliance upon, the PHI, including, but not limited to information electronic systems. SCVHHS makes no representations or warranties of any kind, express or implied, including but not limited to: accuracy, completeness, or availability of content, non-infringement, merchantability or fitness for a particular use or purpose, the fullest extent of the law. SCVHHS does not warrant that PHI is free of viruses or other harmful components or that service will be uninterrupted or error-free, or that defects will be corrected.

q. Audits, Inspection and Enforcement. Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this BAA for the purpose of determining whether Business Associate has complied with this BAA; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate.

The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with the BAA, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the Agreement or BAA, Business Associate shall notify Covered Entity within five (5) days of learning that Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

III. Termination

a. Material Breach. A Breach by Business Associate of any provision of this BAA shall constitute a material Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, 42 C.F.R. Part 2, the HIPAA Regulations or

other security or privacy laws or (ii) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, 42 C.F.R. Part 2, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Effect of Termination. Upon termination of the Agreement for any reason, Business Associate shall, as mutually agreed upon, return or destroy all Protected Information that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Section 2 of the BAA to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e) (ii)(2)(I)]. If County elects destruction of the PHI, Business Associate shall certify in writing to County that such PHI has been destroyed.

IV. General Provisions

a. Indemnification. In addition to the indemnification language in the Agreement, Business Associate agrees to be responsible for, and defend, indemnify and hold harmless the Covered Entity for any Breach of Business Associate's privacy or security obligations under the Agreement, including any fines, penalties and assessments that may be made against Covered Entity or the Business Associate for any privacy breaches or late reporting and agrees to pay the cost of and notice for any credit monitoring services.

b. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the use and safeguarding of PHI.

c. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable California laws relating to the security or confidentiality of PHI.

d. Upon the request of any party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to the BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable California laws relating to the security or confidentiality of PHI.

Covered Entity may terminate Contract upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend the Contract or Addendum when requested by Covered Entity pursuant to this section or (ii) Business Associate does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

e. Assistance in Litigation of Administrative Proceedings. Business associate shall notify Covered Entity within forty-eight (48) hours of any litigation or administrative

proceedings commenced against Business Associate or its agents or subcontractors. Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement or BAA, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is named as an adverse party.

f. No Third-Party Beneficiaries. Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entities, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

g. Effect on Agreement. Except as specifically required to implement the purposes of the BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

h. Interpretation. The BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, 42 Code of Federal Regulations ("C.F.R.") Part 2, the Privacy Rule and the Security Rule and other applicable California laws relating to the security or confidentiality of PHI.

i. Governing Law, Venue. This agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

j. Survivorship. The respective rights and responsibilities of Business Associate related to the handling of PHI survive termination of this Agreement.

Exhibit G

Vendor Remote Access and User Responsibility Agreements

A. VENDOR REMOTE ACCESS AGREEMENT

1. Scope of Access

a. "Remote Access" is the act of accessing County of Santa Clara ("County") systems from a non-County network infrastructure. "Systems" include but are not limited to personal computers, workstations, servers, mainframes, phone systems, and/or any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices).

b. County hereby grants Remote Access privileges for Contractor to access the following County systems, at the locations listed, collectively referred to as "IS," in accordance with the terms of the Agreement:

County Systems:

RALS Alere Server: HHSSV09111

c. All other forms of access to the named Systems, or to any County System that is not specifically named, is prohibited.

d. Remote Access is granted for the purpose of Contractor providing services and performing its obligations as set forth in the Agreement including, but not limited to, supporting Contractor-installed programs. Any access to IS, County data or information, or any other County computer system, network or asset that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any penalty allowed by law.

e. County will review the scope of Contractor's Remote Access rights periodically. In no instance will Contractor's Remote Access rights be reduced, limited or modified in a way that prevents or delays Contractor from performing its obligations as set forth in the Agreement. Any modifications to Remote Access rights must be mutually agreed to in writing by County and Contractor.

2. Security Requirements

a. Contractor will not install any Remote Access capabilities on any County owned or managed system or network unless such installation and configuration is approved in writing by County's and Contractor's respective designees.

b. Contractor may only install and configure Remote Access capabilities on County systems or networks in accordance with industry standard protocols and procedures, which must be reviewed and approved by County's designee.

c. Contractor will only Remotely Access County systems, including access initiated from a County system, if the following conditions are met:

1. Upon request by an authorized County representative, Contractor will submit documentation verifying its own network security mechanisms to County for County's review and approval. The County reserves the right to advanced written approval of Contractor's security mechanisms prior to Contractor being granted Remote Access.

2. Contractor Remote Access must utilize one of the remote access methods listed below in Section 8 of this document or an alternative mutually agreed upon method, documented in writing, that includes the following minimum control mechanisms:

- a. Two-Factor Authentication: An authentication method that requires two of the following three factors to confirm the identity of the user attempting Remote Access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County approved County site to Contractor site Virtual Private Network (VPN) infrastructure.
- b. Centrally controlled authorizations (permissions) that are user specific (e.g., access lists that limit access to specific systems or networks).
- c. Audit tools that create detailed records/logs of access attempts.
- d. All Contractor systems used to Remotely Access County systems must have industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall) installed, configured, and activated.
- e. Access must be established through a centralized collection of hardware and software centrally managed and controlled by County's and Contractor's respective designees.

3. Monitoring/Audit

County will monitor access to, and activities on, County owned or managed systems and networks, including all Remote Access attempts. Data on all activities will be logged on a County managed system and will include the date, time, and user identification.

4. Copying, Deleting or Modifying Data

Contractor is prohibited from copying, modifying, or deleting any data contained in or on any County IS unless otherwise stated in the Agreement or unless Contractor receives prior written approval from County. This does not include data installed by the Contractor to fulfill its obligations as set forth in the Agreement.

5. Connections to Non-County Networks and/or Systems

Contractor agrees to make every effort to protect County's data contained on County owned and/or managed systems and networks within Contractor's control from unauthorized access. Prior written approval is required before Contractor may access County networks or systems from non-County owned and/or managed networks or systems. Such access will be made in accordance with industry standard protocols and procedures as mutually agreed upon and will be approved in writing by County in a timely manner. Remote Access must include the control mechanisms noted in Paragraph 2.c.2 above.

6. Person Authorized to Act on Behalf of Parties

The following persons are the designees for purposes of this Agreement:

Contractor: Title/ Designee

[Click here to enter Title.](#) / [Click here to enter Designee.](#)

County: Title/ Designee

Mark Payne, Laboratory Information Systems Manager- SCVMC Laboratory & Pathology Department.

Either party may change the aforementioned names and or designees by providing the other party with no less than three (3) business days prior written notice.

7. Remote Access Provisions

Contractor agrees to the following:

- a. Only staff providing services or fulfilling Contractor obligations under the Agreement will be given Remote Access rights.

- b. Any access to IS and/or County information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.

- c. An encryption method reviewed and approved by the County will be used. County is solely responsible and liable for any delay or failure of County, as applicable, to approve the encryption method to be used by Contractor where such delay or failure causes Contractor to fail to meet or perform, or be delayed in meeting or performing, any of its obligations under the Agreement.
- d. Contractor will be required to log all access activity to the County. These logs will be kept for a minimum of 90 days and be made available to County no more frequently than once every 90 days.

8. Remote Access Methods

- a. All forms of Remote Access will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the County.
- b. A Remote Access Back-Up Method may be used in the event that the primary method of Remote Access is inoperable.
- c. Contractor agrees to abide by the following provisions related to the Primary and (if applicable) Backup Remote Access Methods selected below. (Please mark appropriate box for each applicable Remote Access Method; if a method is not applicable, please check the box marked N/A).

1. VPN Site-to-Site **Primary** **Backup** **N/A**

The VPN Site-to-Site method involves a VPN concentrator at both the vendor site and at the County, with a secure “tunnel” opened between the two concentrators. If using the VPN Site-to-Site Method, Contractor support staff will have access to the designated software, devices and systems within the County, as specified above in Paragraph 1.b, from selected network-attached devices at the vendor site.

2. VPN Client Access **Primary** **Backup** **N/A**

In the VPN Client Access method, a VPN Client (software) is installed on one or more specific devices at the Contractor site, with Remote Access to the County (via a County VPN concentrator) granted from those specific devices only.

An Authentication Token (a physical device or software token that an authorized remote access user is given for user authentication purposes, such as a CryptoCard, RSA token,

SecureAuth IdP, Arcot software token, or other such County approved one-time-password mechanism) will be issued to the Contractor in order to authenticate Contractor staff when accessing County IS via this method. The Contractor agrees to the following when issued an Authentication Token:

- a. Because the Authentication Token allows access to privileged or confidential information residing on the County's IS, the Contractor agrees to treat the Authentication Token as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. A hardware Authentication Token is a County-owned physical device, and will be labeled as such. The label must remain attached at all times.
- c. The Authentication Token is issued to an individual employee of the Contractor and may only be used by the designated individual.
- d. The Authentication Token must be kept in the possession of the individual Contractor employee it was issued to or in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- e. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the Authentication Token will be kept under Contractor control.
- f. If the Authentication Token is misplaced, stolen, or damaged, the Contractor will notify County by phone within one (1) business day.
- g. Contractor agrees to use the Authentication Token as part of its normal business operations and for legitimate business purposes only.
- h. The Authentication Token will be issued to Contractor following execution of this Agreement. Hardware Authentication Tokens will be returned to the County's designee within five (5) business days following contract termination, or upon written request of the County for any reason.
- i. Contractor will notify County's designee within one working day of any change in personnel affecting use and possession of the Authentication Token. Contractor will obtain the Authentication Token from any employee who no longer has a legitimate need to possess the Authentication Token. Lost or non-returned hardware Authentication Tokens will be billed to the Contractor in the amount of \$300 per card.
- j. Contractor will not store account or password documentation or PINs with Authentication Tokens.
- k. Contractor agrees that all employees, agents, contractors, and subcontractors who are issued the Authentication Token will be made aware of the responsibilities set forth in this Agreement in written form. Each person having possession of a Authentication Token will execute this Agreement where indicated below certifying that they have read and understood the terms of this Agreement.

3. County-Controlled VPN Client Access Primary Backup N/A

This form of Remote Access is similar to VPN Client access, except that the County will maintain control of the Authentication Token and a PIN number will be provided to the Contractor for use as identification for Remote Access purposes. When the Contractor needs to access County IS, the Contractor must first notify the County's designee.

The County's designee will verify the PIN number provided by the Contractor. After verification of the PIN the County's designee will give the Contractor a one-time password which will be used to authenticate Contractor when accessing the County's IS. Contractor agrees to the following:

- a. Because the PIN number allows access to privileged or confidential information residing on the County's IS, the Contractor agrees to treat the PIN number as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. The PIN number is confidential, County-owned, and will be identified as such.
- c. The PIN number must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- d. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the PIN number will be kept under Contractor control.
- e. The PIN number can only be released to an authorized employee of the Contractor and may only be used by the designated individual.
- f. If the PIN number is compromised or misused, the Contractor will notify the County's designee within one (1) business day.
- g. Contractor will use the PIN number as part its normal business operations and for legitimate business purposes only. Any access to IS and/or County data information that is not specifically authorized under the terms of this Agreement is prohibited and may result in contract termination and any other penalty allowed by law.
- h. The PIN number will be issued to Contractor following execution of this Agreement.
- i. The PIN number will be inactivated by the County's designee within five (5) business days following contract termination, or as required by the County for any reason.

4. County-Controlled Enexity Access Primary Backup N/A

This access method is only available for Health and Hospital System vendors. The County-Controlled Enexity Access method involves using Securelink's Enexity tool installed in the County. County will establish a gateway where the vendor can access the designated software, devices and systems within the County, as specified above in Paragraph 1.b, from selected network-attached devices at the County site. County will control the access list for Vendors with access through Enexity gateways.

Signatures of Contractor Employees receiving Authentication Tokens (Only for VPN Client Access and if tokens issued by County):

SIGNATURE: _____

[TYPE NAME AND TITLE HERE.]

Date: _____

SIGNATURE: _____

[TYPE NAME AND TITLE HERE.]

Date: _____

SIGNATURE: _____

[TYPE NAME AND TITLE HERE.]

Date: _____

B. USER RESPONSIBILITY AGREEMENT

September 2010

SANTA CLARA COUNTY INFORMATION TECHNOLOGY USER RESPONSIBILITY STATEMENT INSTRUCTIONS

In May 1995 the Board of Supervisors charged each County organization with the responsibility for ensuring that all County employees had read and signed a statement of responsibility concerning use of the County's networks and information systems. The resulting County-wide User Responsibility Statement is intended as a *minimum* statement of User responsibility, and individual County Agencies and Departments may require Users to read and sign additional statements to meet any special requirements that apply within their own environments.

- The County User Responsibility Statement must be signed by anyone who might reasonably require access to a County network and/or information system. This includes all County employees, as well as any other individual who needs authorized access for County business purposes. All Users who are allowed to access County resources remotely must also sign an additional attachment specifically related to remote access; this is included as Attachment A of the User Responsibility Statement. In addition, Users who are granted approval to use a personally-owned device for County business must also sign Attachment B of the User Responsibility Statement.
- By signing the Statement or its attachments, Users acknowledge that they have read and understand the contents and that violation of any of the provisions may result in disciplinary action, up to and including termination of employment and/or criminal prosecution.
- If an individual refuses to sign the Statement, the Department can choose to read the Statement to the individual, who will be required to verbally acknowledge understanding of the Statement's contents in the presence of two or more responsible managers. These managers will attest in writing that this reading and verbal attestation of understanding occurred. Failing this verbal acknowledgement of understanding, the involved individual will be denied access to all County information systems and networks.
- Each County organization is responsible for storing and maintaining the signed Statements of its own Users.
- All County organizations shall have their Users re-execute the Statement and/or attachments annually, or whenever there is an update or other change to the Statement or attachments (Department Heads will be notified by the County CIO's office of any updates or changes to the Statement or attachments).
- Each County organization should identify a "User Responsibility Statement Administrator." This is an occasional personnel function that should NOT be filled by a member of the organization's information system support staff. Because it is a personnel function, a good choice would be an employee in an administrative position who is responsible for other routine personnel issues.

The User Responsibility Statement Administrator is responsible for the following tasks:

1. Identifying employees and other Users within the organization that will need to read and sign the Statement, as well as the relevant attachments.

2. Managing the signing process, including arranging for any briefings to be held in conjunction with Users signing the Statement and attachments.
3. Maintaining the signed Statements and attachments.
4. Ensuring that new employees and other new Users read and sign the basic Statement and any relevant attachments, and that the Department signing process is performed by all Users on an annual basis.

SANTA CLARA COUNTY IT USER RESPONSIBILITY STATEMENT

This User Responsibility Statement establishes a uniform, County-wide set of minimum responsibilities associated with being granted access to Santa Clara County information systems and/or County networks. A violation of this Statement may lead to disciplinary action, up to and including termination.

Definitions

County information systems and networks include, but are not limited to, all County-owned, rented, or leased servers, mainframe computers, desktop computers, laptop computers, handheld devices (including smart phones, wireless PDAs and Pocket PCs), equipment, networks, application systems, data bases and software. These items are typically under the direct control and management of County information system support staff. Also included are information systems and networks under the control and management of a service provider for use by the County, as well as any personally-owned device that a User has express written permission to use for County business purposes.

County-owned information/data is any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a service provider for use by the County. This information/data is the exclusive property of the County of Santa Clara, unless constitutional provision, State or Federal statute, case law, or contract provide otherwise. County-owned information/data does not include a User's personal, non-County business information, communications, data, files and/or software transmitted by or stored on a personally-owned device if that information/data is not transported across a County network or does not reside in a County-owned information system or on a network or system under the control and management of a service provider for use by the County.

A mobile device is any computing device that fits one of the following categories: laptops; Personal Digital Assistants (PDAs); handheld notebook computers and tablets, including but not limited to those running Microsoft Windows CE, Pocket, Windows Mobile, or Mobile Linux operating systems; and "smart phones" that include email and/or data storage functionality, such as BlackBerry, Treo, Symbian-based devices, and iPhones. Note that the category "Mobile Device" does not include devices that are used exclusively for the purpose of making telephone calls.

A public record is any writing, including electronic documents, relating to the conduct of the people's business as defined by Government Code section 6252.

"Remote access" is defined as any access to County Information Technology (IT) resources (networks or systems) that occurs from a non-County infrastructure, no matter what technology is used for this access. This includes, but is not limited to, access to County IT resources from personal computers located in User's homes.

Users includes County employees who are on the permanent County payroll, as well as any other individual who has been authorized to access County networks and systems.

1.0

General Code of Responsibility

Key Points

The following General Code of Responsibility defines the basic standards for User interaction with County information systems and networks. All Users of County information systems and networks are required to comply with these minimum standards.

- 1.1 Users are personally responsible for knowing and understanding the appropriate standards for User conduct, and are personally responsible for any actions they take that do not comply with County policies and standards. If a User is unclear as to the appropriate standards, it is that User's responsibility to ask for guidance from appropriate information systems support staff or Department management.
- 1.2 Users must comply with basic County standards for password definition, use, and management.
- 1.3 With the exception of County-owned and approved devices issued to specific authorized County users, only authorized information systems support staff may attach any form of computer equipment to a County network or system unless express written permission to do so is given by Department management. This includes, but is not limited to, attachment of such devices as laptops, PDAs, peripherals (e.g., external hard drives, printers), and USB storage media.
- 1.4 The use of personally-owned USB storage media on any County computer system is prohibited. All such devices must be County-owned, formally issued to the User by the Department, and used only for legitimate County business purposes.
- 1.5 Connecting County owned computing equipment, including USB storage media, to non-County systems or networks is prohibited unless express written permission has been given by Department management. This formal approval process ensures that the non-County system or network in question has been evaluated for compliance with County security standards. An example of a permitted connection to a non-County system or network would be approved connection of a County issued laptop to a home network.

You are responsible for your own behavior. If you're unclear about a security standard, it's your responsibility to ask for guidance.

You must comply with County password standards.

Don't attach computer equipment of any kind to County systems or networks without permission.

Use only County-owned and issued USB storage media.

Don't attach County equipment of any kind to non-County computers or networks.

- 1.6 No User, including information systems staff, may install, configure, or use any device intended to provide connectivity to a non-County network or system (such as the Internet), on any County system or network, without express written permission. All such connections must be approved in writing by the County Chief Information Officer (CIO) or designee. If authorized to install, configure or use such a device, the User must comply with all applicable County standards designed to ensure the privacy and protection of data, and the safety and security of County systems.
- Don't install or activate communication devices, such as modems, on County computers or networks.**
- 1.7 The unauthorized implementation or configuration of encryption, special passwords, biometric technologies, or any other methods to prevent access to County resources by those individuals who would otherwise be legitimately authorized to do so is prohibited.
- Don't use encryption except when directed to do so.**
- 1.8 Users must not attempt to elevate or enhance their assigned level of User privileges unless express written permission to do so has been granted by Department management. Users who have been granted enhanced privileges due to their specific jobs, such as system or network administrators, must not abuse these privileges and must use such privileges only in the performance of appropriate, legitimate job functions.
- Don't attempt to enhance your assigned user privileges.**
- 1.9 Users must use County-approved authentication mechanisms when accessing County networks and systems, and must not deactivate, disable, disrupt, or bypass (or attempt to deactivate, disable, disrupt, or bypass) any security measure or security configuration implemented by the County.
- Don't attempt to disable or bypass County login procedures.**
- 1.10 Users must not circumvent, or attempt to circumvent, legal guidelines on software use and licensing. If a User is unclear as to whether a software program may be legitimately copied or installed, it is the responsibility of the User to check with Department management or information systems support staff.
- Follow the terms of all software licensing agreements.**
- 1.11 All software on County systems must be installed by authorized systems support staff. Users may not download or install software on any County system unless express written permission has been obtained from Department management or authorized system support staff.
- Don't download or install software without permission.**

- 1.12 Loss or theft of County-owned computer equipment, or of personally-owned computer equipment that has been approved for use in conducting County business, is to be reported immediately to designated Department management, administrative, or systems support staff. Users are also expected to be aware of security issues, and are encouraged to report incidents involving breaches of security, such as the installation of an unauthorized device, or a suspected software virus.
- Immediately report the loss or theft of computer equipment, and also report any suspected security incidents.**
- 1.13 Users must respect the sensitivity, privacy and confidentiality aspects of all County-owned information. In particular:
- Users must not access, or attempt to access, County systems or information unless specifically authorized to do so, and there is a legitimate business need for such access.
 - Users must not allow unauthorized individuals to use their assigned computer accounts; this includes the sharing of account passwords.
 - Users must not knowingly disclose County information to anyone who does not have a legitimate need for that information.
 - Users must take every precaution to ensure that all information classified as either Confidential or Restricted (or an equivalent classification) is protected from disclosure to unauthorized individuals.
 - Users must not make or store paper or electronic copies of information unless it is a necessary part of that User's job.
- Don't access computers or data unless such access is related to your job.**
- Don't share your user accounts or passwords with anyone.**
- Don't share information with someone not entitled to have it.**
- Protect sensitive data from those not authorized to see it.**
- Don't make copies of information unless this is required by your job.**
- 1.14 Users must respect the importance of County owned systems and data as a valuable asset, and should understand that any data stored or processed on any County computer, or transmitted over any County network, is County property. In particular:
- Users must not change or delete data or information unless performing such changes or deletions is a legitimate part of the User's job function.
 - Users must avoid actions that might introduce malicious software, such as viruses or worms, onto any County system or network.
- Don't change or delete data unless doing so is part of your job.**
- Don't introduce computer viruses onto County computers.**

- A User who leaves employment with the County must not retain, give away, or remove any County data or document from County premises, other than information provided to the public or copies of correspondence directly related to the terms and conditions of employment. All other County information in the possession of the departing User must be returned to the User's immediate supervisor at the time of departure.

When leaving County employment, don't take County data with you.

1.15 Users should be aware that electronic information transported across any County network, or residing in any County information system, is potentially subject to access by County technical support staff, other County Users, and the general public. Users should not presume any level of privacy for data transmitted over a County network or stored on a County information system.

You should have no expectation of privacy for electronic data stored on County computers.

1.16 Users must respect all intellectual property rights, including but not limited to rights associated with patents, copyrights, trademarks, trade secrets, proprietary information, and confidential information belonging to the County or any other third party.

Respect all intellectual property rights associated with data that you deal with while doing your job.

1.17 All information resources on any County information system or network are the property of the County and are therefore subject to County policies regarding acceptable use. No User may use any County-owned network, computer system, or any other County-owned device or data for the following purposes:

- Personal profit, including commercial solicitation or conducting or pursuing their own business interests or those of another organization.
- Unlawful or illegal activities, including downloading licensed material without authorization, or downloading copyrighted material from the Internet without the publisher's permission.

Don't use County computers to conduct your personal business.

Don't use County computers for illegal activities.

- To access, create, transmit, print, download or solicit material that is, or may be construed to be, harassing or demeaning toward any individual or group for any reason, including but not limited to on the basis of sex, age, race, color, national origin, creed, disability, political beliefs, organizational affiliation, or sexual orientation, unless doing so is legally permissible and necessary in the course of conducting County business.
- To access, create, transmit, print, download or solicit sexually-oriented messages or images, or other potentially offensive materials such as, but not limited to, violence, unless doing so is legally permissible and necessary in the course of conducting County business.
- Knowingly propagating or downloading viruses or other malicious software.
- Disseminating hoaxes, chain letters, or advertisements.

Don't create or send demeaning or harassing material.

Don't view, download, or send pornography or other potentially offensive materials.

Don't download or transmit malicious software.

Don't send chain letters.

1.18 Users that are employed by, or are otherwise associated with, a HIPAA impacted Department, are responsible for understanding and carrying out their responsibilities and duties as identified in the County HIPAA policies and procedures training, and other HIPAA-related materials that may be distributed from time to time.

Handle all protected health information according to HIPAA regulations.

2.0

Internet and Email

Key Points

The following items define the basic standards for use of County Internet and email resources. All Users of County information systems and networks are required to comply with these minimum standards.

2.1 In general, Users must not use County systems or networks for personal activities. However, reasonable incidental (de minimus) personal use of County resources, such as Internet access and email, is allowed as long as such use does not violate the County's acceptable use policies, and does not interfere with the performance of work duties or the operation of the County's information systems. If a User is unclear as to what is considered appropriate incidental personal use, it is the responsibility of the User to ask for guidance from Department management.

Limit personal use of County computers.

2.2 When conducting County business, Users may not configure, access, use, or participate in any Internet-based communication or data exchange service unless express written permission has been given by Department management. Such services include, but are not limited to, Internet Instant Messaging (such as AOL Instant Messaging), Internet email services (such as Hotmail and Gmail), peer-to-peer networking services (such as Kazaa), and social networking services (such as blogs, MySpace, Facebook and Twitter).

Don't use Internet email or data exchange services (such as Facebook, MySpace, or other social networking sites) to conduct County business.

2.3 It is the User's responsibility to become familiar with the specific County policies, procedures, and guidelines associated with the use of Internet-based communication and data exchange services. Users who have been granted permission to use an Internet-based communication or data exchange service for conducting County business are expected to adhere to all relevant County policies, procedures, and guidelines associated with the use of these services.

You are responsible for understanding County guidelines for using Internet data exchange services, such as social networking sites.

- 2.4 Users are responsible for understanding and following the County's policy with respect to the retention of email messages, including immediately deleting non-business related email messages once these messages have been read.
- 2.5 Users may not use an internal County email account assigned to another individual to either send or receive email messages.
- 2.6 Users may not configure their County email account so that it automatically forwards messages to an external Internet email system unless express written permission has been given by the Department Head. When automated forwarding is used, it must be for legitimate business purposes only, and is to be implemented with the User's full understanding of, and willingness to accept responsibility for, the associated risks for disclosure of sensitive information.

Follow County standards for retaining and deleting email messages.

Don't use anyone else's email account.

Don't automatically forward County email to an Internet email system.

3.0 **Remote Access**

Key Points

The following items define the basic standards for remote access to County information systems and networks. All Users of County information systems and networks are required to comply with these minimum standards. Users actually granted remote access privileges must sign the *statement* provided as Attachment A.

- 3.1 All remote access to County resources must be via the secure, centralized, County-controlled mechanisms and technologies approved by the County CIO or designee, and installed by authorized County systems support staff. Users are not permitted to implement, configure, or use any remote access mechanism other than the County-owned and managed remote access systems that have been formally approved and implemented by authorized system support staff.

Use only existing, approved County remote access systems.

3.2 Written approval for use of County remote access mechanisms is to be granted to a specific User by the appropriate Department Head or designee. Remote access to County resources will be implemented on a case-by-case basis based on job-related necessity, and only for those Users that have read and signed both the County's general User Responsibility Statement and the Remote Access agreement (Attachment A).

Get approval for all remote access to County systems.

3.3 Remote access sessions may be monitored and/or recorded, and complete information on the session logged and archived. Users have no right, or expectation, of privacy when remotely accessing County networks, systems, or data. Audit tools may be used to create detailed records of all remote access attempts and remote access sessions, including User identifier, date, and time of each access attempt.

Remember that remote access sessions may be monitored and/or recorded.

3.4 All computer devices used to access County resources from a remote location must be configured according to County-approved security standards. These include approved, installed, active, and current: anti-virus software, software or hardware-based firewall, full hard drive encryption, and any other security software or security-related system configurations that are required and approved by the County.

Computers used for remote access must be configured according to County standards.

3.5 Users that have been provided with a County owned device intended for remote access use, such as a laptop or other Mobile Device, will take all reasonable measures to ensure that the device is protected from damage, access by third parties, loss, or theft. Loss or theft of such devices must be reported immediately to designated Department management or support staff.

Take measures to prevent the loss or theft of County-owned Mobile Devices used for remote access, and report loss or theft of such devices immediately.

3.6 Users will practice due diligence in protecting the integrity of County networks, systems, and data while remotely accessing County resources, and will immediately report any suspected security incident or concern to their Department management and IT support staff.

Take appropriate measures to protect County computers and data when using remote access.

3.7 Remote access sessions are subject to all other relevant County IT security policies and standards, including Local User Authentication (passwords), Data Classification, Internet Use, and Email.

When using remote access, continue to follow all County security policies.

4.0

Personally-Owned Devices

Key Points

The following items define the basic standards for the use of personally-owned devices to conduct County business. All Users of County information systems and networks are required to comply with these minimum standards. Users actually granted the privilege of using a personally-owned device to conduct County business must also sign the statement

provided as Attachment B.

Note that in the case of Mobile Devices, the following provisions apply only to those devices that include email and/or data storage capability (such as BlackBerry devices and other "smart" phones), and do not apply to devices that are used strictly for the

purpose of making telephone calls.

- 4.1 Use of personally-owned devices to conduct County business is prohibited unless express written permission is obtained from both the Department Head and IT Manager. If the User in question is a Department or Agency Head, express written permission must also be obtained from the County Chief Information Officer or designee. The use of personally owned devices to conduct County business is a privilege, not a right, and employment at the County does not automatically guarantee the granting of this privilege.

Use of a personally-owned device to conduct County business requires approval.

- 4.2 The personally-owned device in question must use existing, County-approved and County owned access/authentication systems when accessing County resources. Installation by Users of any hardware, software, or network interface components that provide unauthorized network connectivity, either wired or wireless, is prohibited.

If you are allowed to use your own computer or mobile device for County business, you must still use County-approved user login procedures.

4.3 The User shall allow the County to configure personally-owned devices as appropriate to meet security requirements, including the installation of specific security software that is mandated by County policy. When reasonably possible and practical, the County shall strive to provide a minimum of 24-hour notice to the User before configuring the personally-owned device. While the device is in the County's possession, the County shall not access, alter, retrieve or delete the User's personal information, communications, data, software or files stored on the device unless (a) it is reasonably necessary to do so to configure the device to meet security requirements, or (b) the User agrees to the specific access, alteration, retrieval or deletion.

You must allow authorized IT staff to configure, and periodically update, security software on any personally owned device used to conduct County business.

4.4 Users authorized to use a personally-owned device must follow designated Department procedures for ensuring that software updates and patches are applied to the device according to a regular, periodic schedule. All software installations and updates are subject to verification by management-designated Department staff.

Follow Department procedures for updating and patching software on personally-owned devices.

4.5 Users have no expectation of privacy with respect to any County-owned communications, information, or files on any personally-owned device. Users agree that, upon request, the County may immediately access any and all work-related or County-owned communications, information or files stored on these devices, in order to ensure compliance with County policies. Except as otherwise provided in this policy or as required by law, the County shall not access any of the User's personal information, communications, data or files on the User's personally-owned devices.

The County has the right to access County data on any personally owned device used to conduct County business.

4.6 Upon reasonable suspicion that a User has failed to comply with County policy, the County may search and access communications, information, data, or files on the personally-owned device that are reasonably related to the County's suspicion and interest in conducting the search. Any such search and access will take place with a goal of returning the device within 48 hours, if reasonably possible. The search and access shall be conducted in the presence of the User and/or the User's representative when requested by the User. At the request of the Department and with reasonable notice (not to exceed 48 hours), the User must provide a copy of all work related or County-owned communications, information, or files stored on the personally owned device. If the personally-owned device contains any information which is subject to lawful privilege (such as attorney-client or work product), that device shall be searched by Department representatives who are entitled to view the information, so that the privilege is not violated.

The County may search a personally-owned device if there is a suspicion that County policy has been violated.

4.7 If a user is contacted on a personally-owned device by someone from the County conducting County business, and the User has not obtained permission to conduct County business with that personally-owned device, then the County may not access that device regarding that User received communication other than through legally permissible methods such as a subpoena, request for voluntary disclosure, etc. The preceding sentence shall not limit the County's right to direct a User to disclose the communication at issue upon reasonable notice.

The County will not require you to allow access to your personally owned device for unsolicited, incoming County communications if that device has not been approved for use in conducting County business.

4.8 The User shall adhere to all relevant County security policies and standards, just as if the personally-owned device were County property. This includes, but is not limited to, policies regarding password construction and management, physical security of the device, device configuration, and hard drive sanitization prior to disposal. This does not restrict the User's personal use of the device so long as that personal use does not include or result in (a) the User's failure to adhere to all relevant County security policies and standards, or (b) the breach of the County's security policies or standards.

Even when using your own computer or other device for County business, you must still follow all County security policies.

Under most circumstances, you can continue to use an approved device for personal use as well as County business.

4.9 The User will make no modifications of any kind to operating system configurations implemented by the County on the device for security purposes, or to any hardware or software installed on the device by the County, without the express written permission of the County CIO's Office.

Don't modify any security configuration settings or security software on your computer.

4.10 The User must treat the device and the work related or County-owned communications, information or files it contains as County property. The User must not allow access to or use of any work-related or County-owned communications, information, or files by individuals who have not been authorized by the County to access or use that data.

Treat any personally-owned device used for County business as if it were County-owned.

4.11 The User must immediately report to designated Department management or support staff any incident or suspected incident of unauthorized access and/or disclosure of County resources, data, or networks that involve the device, including loss or theft of the device.

Immediately report the loss or theft of a personally owned device that has been used for County business.

Acknowledgement of Receipt

This Acknowledgement hereby incorporates the main body of the User Responsibility Statement. Attachments A and B are additional signature pages that apply only to those individuals that have been granted either remote access privileges (Attachment A) or permission to use a personally owned device (Attachment B). These Attachments should only be signed if either of these conditions apply.

The User should understand that the County's failure to enforce any provision of this Statement does not mean that the County will not enforce that or any other provision in the future. The User should also understand that if a clause, sentence or paragraph of this Statement is determined to be, invalid by a Court or County commission, this does not affect the validity of any other portion of the Statement.

By signing below, I acknowledge that I have read and understand all sections of the County of Santa Clara's User Responsibility Statement. I also acknowledge that violation of any of its provisions may result in disciplinary action, up to and including termination of employment and/or criminal prosecution.

If at any time, I have questions or doubts, or I feel ambivalent or unclear on any matter related to IT security and/or data confidentiality, I understand that it is my responsibility to request clarification from my supervisor or other appropriate manager before taking any action.

IT User Responsibility Statement Signature Page

I acknowledge that this Statement will still be in effect following a transfer to another County Agency or Department, and that all of its provisions will continue to apply to me as long as I am a County employee.

User Signature: _____
Print User Name: _____
Agency/Department: _____
Date Signed: _____

Key Points

All Users must sign this Acknowledgement; Users with permission to use Remote Access should also sign Attachment A, and Users with permission to use personally owned devices must complete and sign Attachment B.

Violation of any of the provisions in this User Responsibility Statement may result in disciplinary action.

It is your responsibility to ask for clarification if you don't understand any aspect of the County IT security policy.

Attachment A – Remote Access Signature Page

I have read and understand the contents of the User Responsibility Statement regarding Remote Access. I understand that violation of these provisions may result in disciplinary action, up to and including termination of employment and/or criminal prosecution.

I received approval from my Department's management to be granted Remote Access privileges for legitimate County business, as evidenced by the signatures below.

User Signature:
Printed User Name:

Date:

Agency/Department:

Agency/Department Manager Signature:
Printed Manager Name:
Manager Title:

Date:

Attachment B – Personally-Owned Device Signature Page

I have read and understand the contents of the User Responsibility Statement regarding the use of Personally-Owned Devices. I understand that violation of these provisions may result in disciplinary action, up to and including termination of employment and/or criminal prosecution.

I own the following device(s), which I will use for legitimate business reasons in compliance with County policies:

Manufacturer	Model Number	Serial Number	Operating System

I received approval from my Department's IT Manager and my Agency/ Department head to use the device(s) listed above for legitimate County business, as evidenced by the signatures below.

Agency/Department:

User Signature:

Date:

Printed User Name:

IT Manager Signature:

Date:

Printed IT Manager Name:

Agency/Department Head (or Designee) Signature:

Date:

Printed Agency/Department Head (or Designee) Name:

County CIO Office Approval Signature:

(Required only if User is Agency or Dept. Head)

Date:

Printed CIO Office Approver Name

