

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of March 27, 2018, for reference purposes only, pursuant to Resolution No. RES-18-0035 adopted by the City Council of the City of Long Beach at its meeting on March 6, 2018, by and between GARTNER, INC., a Delaware corporation ("Contractor"), with a place of business located at 56 TOP GALLANT ROAD, STAMFORD, CT 06904 and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase Technology Professional Services ("Technology Services"); and

WHEREAS, the COUNTY OF SANTA CLARA has an agreement with GARTNER, INC. for the purchase of these Technology Services, Contract No. 4300011687 ("Santa Clara Contract"); and

WHEREAS, the City's participation in the Agreement will facilitate acquisition of these Technology Services as well as provide considerable cost benefits to the City; and

WHEREAS, if the City had to go to formal bid rather than participate in the Agreement considerably more funds would be required; and

WHEREAS, Resolution No. RES-18-0035 authorizes the City to purchase Technology Services by virtue of the Santa Clara Contract;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. The Santa Clara Contract with Contractor, attached hereto as Exhibit "A", is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the Santa Clara Contract shall be applicable here except as follows:

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A. Wherever the Santa Clara Contract refers to the County of Santa Clara, it shall be deemed to refer to the City of Long Beach.

B. Contractor shall sell, furnish and deliver to the City Technology Services of substantially the same type and kind purchased under the County of Santa Clara, except as modified by Exhibit "B" attached hereto and incorporated by this reference.

C. To the extent that the Santa Clara Contract and this Agreement are inconsistent, the following priority shall govern: (1) this Agreement and (2) the Santa Clara Contract.

D. Payment for the Technology Services purchased from Contractor by the City shall be made by the City on delivery to and acceptance of the Technology Services by the City and submittal of an invoice to the City. Payment is due thirty (30) days after the date of the invoice.

E. All warranties shall accrue to the City of Long Beach.

F. INDEPENDENT CONTRACTOR. In performing its services, Contractor is and shall act as an independent contractor and not an employee, representative or agent of City. Contractor shall have control of Contractor's work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Contractor acts in accordance with this Agreement. Contractor acknowledges and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Contractor expressly warrants that neither Contractor nor any of Contractor's employees or agents shall represent themselves to be employees or agents of City.

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state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

ii. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

iii. The Contractor shall employ commercially reasonable efforts to advise the City within thirty (30) days of any cancellation or determination to effect a material change in the insurance coverage's listed herein and/or maintained by Contractor in support of this agreement. and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Contractor.

iv. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Contractor guarantees that Contractor will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

v. Contractor shall require that all sub-contractors or

1 contractors that Contractor uses in the performance of these services
2 maintain insurance in compliance with this Section unless otherwise agreed
3 in writing by City's Risk Manager or designee.

4 vi. Prior to the start of performance, Contractor shall
5 deliver to City an ACCORD evidencing its maintenance of required
6 coverages.

7 vii. Any modification or waiver of these insurance
8 requirements shall only be made with the approval of City's Risk Manager
9 or designee. Not more frequently than once a year, City's Risk Manager or
10 designee may require that Contractor, Contractor's sub-Contractors and
11 contractors change the amount, scope or types of coverages required in
12 this Section if, in his or her sole opinion, the amount, scope or types of
13 coverages are not adequate.

14 viii. The procuring or existence of insurance shall not be
15 construed or deemed as a limitation on liability relating to Contractor's
16 performance or as full performance of or compliance with the
17 indemnification provisions of this Agreement.

18 H. ASSIGNMENT AND SUBCONTRACTING. This Agreement
19 contemplates the personal services of Contractor and Contractor's employees,
20 and the parties acknowledge that a substantial inducement to City for entering this
21 Agreement was and is the professional reputation and competence of Contractor
22 and Contractor's employees. Contractor shall not assign its rights or delegate its
23 duties under this Agreement, or any interest in this Agreement, or any portion of it,
24 without the prior approval of City, except that Contractor may with the prior
25 approval of the City Manager of City, assign any moneys due or to become due
26 Contractor under this Agreement. Any attempted assignment or delegation shall
27 be void, and any assignee or delegate shall acquire no right or interest by reason
28 of an attempted assignment or delegation. Furthermore, Contractor shall not

1 subcontract any portion of its performance without the prior approval of the City
2 Manager or designee, or substitute an approved sub-Contractor or contractor
3 without approval prior to the substitution. Nothing stated in this Section shall
4 prevent Contractor from employing as many employees as Contractor deems
5 necessary for performance of this Agreement.

6 I. CONFLICT OF INTEREST. Contractor, by executing this
7 Agreement, certifies that, at the time Contractor executes this Agreement and for
8 its duration, Contractor does not and will not perform services for any other client
9 which would create a conflict, whether monetary or otherwise, as between the
10 interests of City and the interests of that other client. And, Contractor shall obtain
11 similar certifications from Contractor's employees, sub-Contractors and
12 contractors.

13 J. MATERIALS. Contractor shall furnish all labor and
14 supervision, supplies, materials, tools, machinery, equipment, appliances,
15 transportation and services necessary to or used in the performance of
16 Contractor's obligations under this Agreement.

17 K. TERMINATION. Either party shall have the right to terminate
18 this Agreement for any reason or no reason at any time by giving fifteen (15)
19 calendar days prior notice to the other party. In the event of termination under this
20 Section, City shall pay Contractor for services satisfactorily performed and costs
21 incurred up to the effective date of termination for which Contractor has not been
22 previously paid. The procedures for payment in this Agreement with regard to
23 invoices shall apply. On the effective date of termination, Contractor shall deliver
24 to City all Data developed or accumulated in the performance of this Agreement,
25 whether in draft or final form, or in process. And, Contractor acknowledges and
26 agrees that City's obligation to make final payment is conditioned on Contractor's
27 delivery of the Data to City.

28 L. CONFIDENTIALITY. The Parties agree to keep confidential

1 and not use or disclose to any third parties any non-public business information of
2 the other party learned or disclosed in connection with this Agreement. The
3 obligation of the Parties with respect to the Confidential Information shall terminate
4 with respect to any particular portion of the Confidential Information if and when: (i)
5 it is in the public domain at the time of its communication; (ii) it is developed
6 independently by the receiving party without use of any confidential information;
7 (iii) it enters the public domain through no fault of the receiving party subsequent
8 to the time of the disclosing party's communication to the receiving party; (iv) it is
9 in the receiving party's possession free of any obligation of confidence at the time
10 of the disclosing party's communication; (v) it is communicated by the disclosing
11 party to a third party free of any obligation of confidence; or (vi) the receiving party
12 has the disclosing party's written permission. Each party shall provide notice to
13 the other of any demand made upon it under lawful process to disclose or provide
14 any of the other party's confidential information. The receiving party agrees to
15 cooperate with the disclosing party, at the disclosing party's expense, if the
16 disclosing party elects to seek reasonable protective arrangements or oppose
17 such disclosure. Any confidential information disclosed pursuant to such lawful
18 process shall continue to be confidential information.

19 M. RETENTION OF FUNDS. Contractor authorizes the City to
20 deduct from any amount payable to Contractor (whether or not arising out of this
21 Agreement) any amounts the payment of which may be in dispute or that are
22 necessary to compensate the City for any losses, costs, liabilities or damages
23 suffered by the City, and all amounts for which the City may be liable to third
24 parties, by reason of Contractor's acts or omissions in performing or failing to
25 perform Contractor's obligations under this Agreement. In the event that any claim
26 is made by a third party, the amount or validity of which is disputed by Contractor,
27 or any indebtedness exists that appears to be the basis for a claim of lien, the City
28 may withhold from any payment due, without liability for interest because of the

1 withholding, an amount sufficient to cover the claim. The failure of the City to
2 exercise the right to deduct or to withhold will not, however, affect the obligations
3 of Contractor to insure, indemnify and protect the City as elsewhere provided in
4 this Agreement.

5 N. AMENDMENT. This Agreement, including all Exhibits, shall
6 not be amended, nor any provision or breach waived, except in writing signed by
7 the parties which expressly refers to this Agreement.

8 O. LAW. This Agreement shall be construed in accordance with
9 the laws of the State of California, and the venue for any legal actions brought by
10 any party with respect to this Agreement shall be the County of Los Angeles, State
11 of California for state actions and the Central District of California for any federal
12 actions.

13 P. ENTIRE AGREEMENT. This Agreement, including all
14 Exhibits, constitutes the entire understanding between the parties and supersedes
15 all other agreements, oral or written, with respect to the subject matter in this
16 Agreement.

17 Q. FORCE MAJEURE. If any party fails to perform its obligations
18 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to
19 obtain labor or materials or reasonable substitutes for labor materials,
20 governmental restrictions, governmental regulations, governmental controls,
21 judicial orders, enemy or hostile governmental action, civil commotion, fire or other
22 casualty, or other causes beyond the reasonable control of the party obligated to
23 perform, then that party's performance will be excused for a period equal to the
24 period of such cause for failure to perform.

25 R. AMBIGUITY. In the event of any conflict or ambiguity
26 between this Agreement and any Exhibit, the provisions of this Agreement shall
27 govern.

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S. NONDISCRIMINATION. In connection with performance of this Agreement and subject to applicable rules and regulations, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

T. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in accordance with the provisions of the Ordinance, this Agreement is subject to the applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal Code, as amended from time to time.

i. During the performance of this Agreement, the Consultant certifies and represents that the Consultant will comply with the EBO. The Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a contract with the City of Long Beach, the Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach’s Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200.”

ii. The failure of the Consultant to comply with the EBO will be deemed to be a material breach of the Agreement by the City.

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iii. If the Consultant fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

iv. Failure to comply with the EBO may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.

v. If the City determines that the Consultant has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

U. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Contractor at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Clerk at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

V. COVENANT AGAINST CONTINGENT FEES. Contractor warrants that Contractor has not employed or retained any entity or person to solicit or obtain this Agreement and that Contractor has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Contractor breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of

1 Section 1.M or, in its discretion, to deduct from payments due under this
2 Agreement or otherwise recover the full amount of the fee, commission or other
3 monies.

4 W. WAIVER. The acceptance of any services or the payment of
5 any money by City shall not operate as a waiver of any provision of this
6 Agreement or of any right to damages or indemnity stated in this Agreement. The
7 waiver of any breach of this Agreement shall not constitute a waiver of any other
8 or subsequent breach of this Agreement.

9 X. TAX REPORTING. As required by federal and state law, City
10 is obligated to and will report the payment of compensation to Contractor on Form
11 1099-Misc. Contractor shall be solely responsible for payment of all federal and
12 state taxes resulting from payments under this Agreement. Contractor shall
13 submit Contractor's Employer Identification Number (EIN), or Contractor's Social
14 Security Number if Contractor does not have an EIN, in writing to City's Accounts
15 Payable, Department of Financial Management. Contractor acknowledges and
16 agrees that City has no obligation to pay Contractor until Contractor provides one
17 of these numbers.

18 Y. ADVERTISING. Contractor shall not use the name of City, its
19 officials or employees in any advertising or solicitation for business or as a
20 reference, without the prior approval of the City Manager or designee.

21 Z. AUDIT. City shall have the right at all reasonable times during
22 the term of this Agreement and for a period of five (5) years after termination or
23 expiration of this Agreement to examine, audit, inspect, review, extract information
24 from and copy all books, records, accounts and other documents of Contractor
25 relating to this Agreement.

26 AA. THIRD PARTY BENEFICIARY. This Agreement is not
27 intended or designed to or entered for the purpose of creating any benefit or right
28 for any person or entity of any kind that is not a party to this Agreement.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 2. The terms appearing on the Santa Clara Contract are incorporated in
2 this Agreement.

3 3. This Agreement and all documents which are incorporated by
4 reference in this Agreement constitute the entire understanding between the parties and
5 supersede all other agreements, oral or written, with respect to the subject matter of this
6 Agreement.

7 IN WITNESS WHEREOF, the parties have caused this document to be duly
8 executed with all formalities required by law as of the date first stated above.

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10 May 2, 2018

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12 May 2, 2018

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14 Tom Modica
15 Assistant City Manager

16 EXECUTED PURSUANT
17 TO SECTION 301 OF
18 THE CITY CHARTER

19
20 May 14, 2018

GARTNER, INC., a Delaware corporation

By Paul Kindred
Name MVP & Assistant Controller
Title Client Financial Services
Gartner

By Melissa McKay
Name Melissa McKay
Title Sr. Contracts Specialist

"Contractor" **Gartner**

CITY OF LONG BEACH, a municipal corporation

By [Signature]
City Manager

"City"

21 This Agreement is approved as to form on May 8, 2018.

22
23 CHARLES PARKIN, City Attorney

24 By [Signature]
25 Deputy

EXHIBIT "A"



County of Santa Clara
Office of the County Executive
Information Services Department



1555 Berger Drive, Bldg. 2
San Jose, California 95112-2704
(408) 918-7127 Fax 289-6829

**FIRST AMENDMENT TO THE AGREEMENT 4300011687 BETWEEN THE COUNTY OF
SANTA CLARA AND
GARTNER, INC. FOR IT PROFESSIONAL SERVICES**

This is the First Amendment to the Agreement between the County of Santa Clara (COUNTY) and Gartner, Inc. (CONTRACTOR) entered into on March 12, 2014 to provide Information Technology Professional Services for departments within the County of Santa Clara.

On March 11, 2014 the Board of Supervisors approved agreements with seven vendors to provide IT Professional services for a term of three years with a not to exceed amount of \$6,000,000 for all seven agreements combined. On January 26, 2016 the Board authorized Chief Information Officer, Office of the County Executive, or designee to utilize any of the current IT Professional Services master contracts relating to providing IT professional services up to a limit of \$12,000,000, an increase of an additional \$6,000,000 over the current \$6,000,000 per year, to be used exclusively to support projects within the Public Safety and Justice Systems Program.

This Agreement is amended as follows effective February 7, 2017:

1. TERM

This Agreement is made effective as of **03/12/2014** and expires **03/11/2019**, unless terminated earlier or otherwise amended.

11. PAYMENT

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term from the date of receipt and approval of correct and proper invoices for the services accepted by the County. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

- 2.25% 10 Net 45 (provides 35 days of cash acceleration)
- 2.00% 15 Net 45 (provides 35 days of cash acceleration)
- 1.75% 20 Net 45 (provides 35 days of cash acceleration)
- 1.33% 20 Net 45 (provides 35 days of cash acceleration)
- 1.00% 30 Net 45 (provides 35 days of cash acceleration)
- Net 45 (full payment)

Note: Payment term will default to "Net 45 (full payment)", if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

83436

FEB 07 2017

Approved: 02/07/2017

Gartner
C. Dep.

The County does not pay Federal Excise Tax (FET). The County will furnish an exemption certificate in lieu of paying FET. Federal registration for such transaction 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.

56. ELECTRONIC COPY OF SIGNED AGREEMENT is hereby deleted and replaced by:

56. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

64. WAGE THEFT PREVENTION is hereby added as follows:

(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-Office of Countywide Contracting Management (OCCM), 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-OCCM 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—OCCM; 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 Section.

65. LIVING WAGE (IF APPLICABLE) is hereby added as follows:

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, 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 ("Direct Services Contract"), 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.

All other terms and conditions of the Contract shall remain in full force and in effect. In the event of a conflict between the original Contract and this Amendment, this Amendment controls.

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
GARTNER, INC.**

This agreement ("Agreement") is entered into by and between the County of Santa Clara (the "County") and Gartner, Inc. ("Contractor"). Contractor and County may be referred to individually as "party" and collectively as "parties".

Now, therefore, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The following exhibits are incorporated into, and apply to, the Agreement:

- Exhibit A: Statement of Work, Pricing Schedule and Compensation Plan
- Exhibit B: Insurance Requirements for Professional Services
- Exhibit C: Vendor Remote Access Requirements
- Exhibit D: Count of Santa Clara IT User Responsibility Statement
- Exhibit E: Business Associate Agreement (if applicable)
- Exhibit F: Santa Clara Valley Health and Hospital Systems Compliance and Privacy Office
Confidentiality of Patient and Employee Information Security and Confidential Agreement
- Exhibit G: County Travel Policy

1. TERM

This Agreement is made effective as of **03/12/2014** and expires **03/11/2017**, unless terminated earlier or otherwise amended.

2. NON-EXCLUSIVE AGREEMENT

This agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves all its rights, including but not limited to, 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 products, support and services.

3. ENTIRE AGREEMENT

This document represents the entire Agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

County will not accept additional terms and conditions without a written amendment to the Agreement pursuant to Section 4 of this Agreement. To the extent there are conflicting terms and conditions, the order of precedence shall be this Agreement first, then the Exhibits to this Agreement, and then any subsequent amendments to this Agreement.

4. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

5. SERVICES

Contractor agrees to provide the County with personnel and/or services on terms set forth in this Agreement. Contractor holds itself 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 advice is handled or services are rendered will be evaluated in light of the Contractor's superior skill. Contractor shall provide and perform work in a professional manner consistent with manufacturers and industry.

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.

6. 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.

7. DAMAGE AND REPAIR BY CONTRACTOR

Deleted.

8. PERSONNEL

Contractor shall not divert "Key Personnel" from this project without prior written notice to County. Contractor shall make every attempt to provide Key Personnel (as identified in Contractor 's proposal response) shall not be diverted from this project. If a party designated as Key is no longer available because of death, permanent termination of employment, or extended illness, Contractor shall, within ten (10) working days of their knowledge of Key Personnel unavailability advise County and thereafter in a commercially reasonable timeframe provide a replacement with comparable skills. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect if any of the absence of the Key personnel on the progress of the project.

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

Deleted

10. AUDIT AND INSPECTION OF RECORDS

After receipt of reasonable notice and during the regular business hours of the Contractor, the Contractor shall provide the County, or the duly authorized or agents of the County, access to the Contractor's records deemed necessary to examine, audit, inspect, excerpt, photocopy, or transcribe the Contractor's records relative to work performed under this Contract. Accounting and financial records shall be maintained in accordance with generally accepted accounting principles. All records shall be maintained and access shall be provided to the County or their duly authorized during the entire term of this Contract and for three (3) years after final payment by the County hereunder, unless the County gives written permission to the Contractor to dispose of said records prior to this time.

11. PAYMENT

Payment shall be due Net 30 days from the date of receipt and approval of correct and proper invoices for the services accepted by the County. Payment is deemed to have been made on the date when the County mails the warrant or initiates the electronic fund transfer.

The County does not pay Federal Excise Tax (FET). The County will furnish an exemption certificate in lieu of paying FET. Federal registration for such transaction 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.

12. LATE PAYMENT CHARGES OR FEES

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

13. INVOICING

Contractor shall invoice according to the pricing and compensation schedule/exhibit of this Agreement. Invoices shall be sent to the County customer listed in this Agreement, unless otherwise directed by the County.

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

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within two (2) business days.

All reimbursements for travel shall comply with the current County Travel Policy

14. AUDIT RIGHTS

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 \$10,000 shall be subject to audit by the State Auditor.

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 which are found necessary as a result of auditing may be made from current billing.

The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set form in County audits. The Contractor shall pay to the County the full amount determined to be due as a result of County audit exceptions. Additionally, the Contractor shall reimburse the County the cost of any such audit where exceptions are found. This provision is in addition to other inspection and access rights specified in this Agreement.

15. TIME OF THE ESSENCE

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.

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.

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.

16. DISALLOWANCE

In the event the Contractor receives payment, and this 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.

17. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, 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 immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a 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 to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

18. 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.

19. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

20. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor 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.

21. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

22. 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.

23. 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 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, 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 contract 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.

24. TERMINATION

24.1 TERMINATION FOR CONVENIENCE

The County may terminate this Agreement at any time without penalty or liability for the convenience of the County by giving thirty (30) days written notice specifying the effective date and scope of such termination. The scope of the termination may not cover the entire contract but may cover certain resources at the sole discretion of the County.

24.2 TERMINATION FOR CAUSE

County may terminate this Agreement, in whole or in part, for failure to cure the breach of any material term or condition upon ten (10) business day written notice to Contractor. For purposes of this Agreement, a material condition would include but not be limited to breach of any applicable laws or regulations; (b) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County; or (d) performance by Contractor that is not in material compliance, specifications, warranties or requirements of this Agreement. Contractor may only terminate for cause if County has not paid an undisputed invoice for services accepted by the County and properly invoiced by the Contractor within 60 days after the payment is due. Prior to termination by Contractor, Contractor is required to give County ten (10) business days' notice to cure.

In the event the County terminates this Contract as provided above, the County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar in scope and level of effort to those so terminated, and the Contractor may be determined to be liable to the County for any excess costs associated with acquiring said Services.

24.3 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 liability or penalty.

25. DISENTANGLEMENT

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination or expiration of this Agreement, regardless of the nature or timing of the termination or expiration. 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 provision of services or County's activities.

Contractor shall deliver to County or its designee, at County's request, all County owned documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County.

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

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. 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.

27. MERGER AND ACQUISITION

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.

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

28. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

29. COUNTY NO-SMOKING POLICY

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.

30. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

31. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

32. INSURANCE

Contractor shall maintain insurance coverage pursuant to the requirements set forth in the insurance exhibit.

33. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor shall clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines

containing the information. In the event of a request for such information, the County will use its best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information. 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 attorney's fees) that may result from denial, withholding or redaction of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

34. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to; confer any rights or remedies upon any person or entity other than the parties.

35. INTELLECTUAL PROPERTY RIGHTS:

(a) Contractor grants to County ownership of any Deliverable originally created and submitted to County. Contractor shall retain sole and exclusive ownership of its tools, methodologies, questionnaires, responses, and proprietary research along with any data generated in the course of performing the consulting services, together with all intellectual property rights therein (collectively, the "Gartner Materials"). Contractor grants to County a perpetual, non-exclusive, royalty-free license to use and to disclose during the course of its business activities, including the provision of services to the public any Gartner Materials embodied in a Deliverables, subject to the limitations set forth below.

(b) Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the consulting services performed. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services, provided that Contractor shall not use or disclose any of County's confidential information, as defined below.

(c) With respect to any benchmarking Services performed by Contractor, County acknowledges that (i) the contents of the Benchmarking Report (as defined in the applicable Statement of Work) and other deliverables are based upon information which is proprietary to Contractor and contained in Contractor's proprietary database, (ii) the contents of the database belong to Contractor solely, (iii) County's deidentified data may become part of the database, (iv) Contractor will code any presentation of County's data to preserve County's anonymity, and (v) the database will be used by Contractor in future consulting and benchmarking engagements.

(d) County shall retain its rights in any proprietary material that County supplies to Contractor. If County provides Contractor with materials owned or controlled by County or with use of, or access to, such materials, County grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work for consulting services.

36. INTELLECTUAL PROPERTY INDEMNITY

Upon notification of a claim against the County alleging any Deliverable provided by Contractor infringes a copyright, patent or trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages against the County. Contractor will not indemnify the County however, if the claim of infringement is caused by (1) County's misuse (use inconsistent with Contractor's published documentation provided to County) or modification of the Deliverable; (2) County's failure to use corrections or enhancements provided by Contractor to County; (3) County's use of the Deliverable in combination with any product or information not

owned or developed by Contractor. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either: (a) procure the right for County to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing, or (d) direct the return of the Deliverable and refund to the County the fees paid for such Deliverable.

37. INDEMNITY

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage (to include reasonable attorney's fees and court costs) directly caused by, the negligence or willful misconduct of Contractor in, performance of this Agreement by Contractor its agents, or employees. 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 indemnify, defend and hold harmless the County under this Agreement.

38. 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.

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

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.

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

40. OWNERSHIP RIGHTS TO MATERIALS / RESTRICTIONS ON USE

Deleted

41. COUNTY DATA

"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. 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. 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. 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. 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.

42. FORCE MAJEURE

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.

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.

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.

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.

43. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

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.

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.

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.

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. 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.

46. RIGHTS IN WORK PRODUCT

Deleted

47. 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.

48. 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 Chief Information Officer (CIO), or authorized designee.

49. 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.

50. HANDWRITTEN OR TYPED WORDS

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

51. 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.

52. 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.

53. 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: Vijay Kumar
Contract Administrator
c/o Information Services Department
1555 Berger Drive Bldg 2, 3rd Floor
San Jose, CA 95112

CONTRACTOR:

Name: Phillip Cummings
Title: Senior Director, Government Contracts
Company: Gartner, Inc.
Address 1: 56 Top Gallant Road
Address 2: _____
City: Stamford
State: CT
Zip: 06904

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.

54. 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.

55. HIPAA

If applicable, Contractor shall comply with the County's Business Associate Agreement which sets forth certain requirements pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

56. 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.

57. WARRANTY

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. COUNTY RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair and reasonable.

58. INSPECTION AND ACCEPTANCE OF DELIVERABLES

Unless modified in a specific Statement of Work (SOW), all Deliverables provided by Contractor to County shall be deemed to be accepted within 15 days of receipt by County unless Contractor receives written notice of non-acceptance within 15 days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform to the SOW and Contractor shall use its reasonable business efforts to correct any deficiencies in the Deliverables so that they conform to the SOW.

59. ACCOUNTABILITY

Deleted

60. COOPERATION WITH REVIEW

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.

61. 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.

62. NO 3rd PARTY BENEFICIARIES

This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. It is the intention of Contractor and County that no third party shall have the right to (i) rely on the consulting services provided by Contractor or (ii) seek to impose liability on Contractor as a result of the consulting services or any Deliverables furnished to County.

63. LIMITATION TO LIABILITY

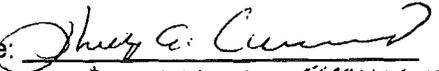
Both party's liability for damages to the other party for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to greater of (i) the insurance limits set forth in Exhibit B to this Agreement, or (ii) the fees paid by County to Contractor during the term of this Agreement (including amendments). The foregoing limitation of liability shall not apply to (i) indemnity obligations set forth in this Agreement, (ii) willful misconduct, gross negligence, or fraud, or (iii) security or privacy violations.

IN WITNESS WHEREOF, intending to be legally bound hereby, County and Contractor have executed this Agreement/Amendment.

COUNTY OF SANTA CLARA

CONTRACTOR


MIKE WASSERMAN Date
President, Board of Supervisors
MAR 11 2014

Signature: 
Print Name: PHILLIP A. CLEMENTS
Title: DIRECTOR GOVERNMENT CONTRACTS
Date: 24 February 2014

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST


LYNN REGADANZ Date
Clerk of the Board of Supervisors
MAR 11 2014

APPROVED AS TO FORM AND LEGALITY


ROBERT NAKAMAE Date
Deputy County Counsel
2/4/14

**EXHIBIT A
STATEMENT OF WORK, PRICING SCHEDULE
AND COMPENSATION PLAN**

1. County shall define expected project activities, deliverables and duration of services after consultation with the Contractor prior to resource assignment. Work shall be defined in a Statement of Work which shall be agreed to and signed by both parties. Any changes to the Statement of Work shall be done through use of a Change Notice to the Statement of Work which shall be agreed to and signed by both parties.
2. All compensated work requires prior written authorization by the County. Any work done without prior written authorization shall not be compensated by the County.
3. Contractor shall invoice County monthly or based upon deliverables according to the Statement of Work. County will pay contractor for services rendered. County's payment shall be due net 30 days after the date of receipt and approval of undisputed, correct and proper invoices for the goods/services accepted by the County. Every monthly invoice shall cover all services provided by Contractor and accepted by the County that month. The County will not pay Contractor on late invoices, i.e. for services provided or accepted but not invoiced at the end of the month.
4. Invoice shall include an itemized list with Contractor's personnel name, hours worked, cost by hour and extended costs per individual, and summary of tasks & accomplishments.
5. All consulting services are to be provided on-site at the sole discretion of the County. Most work will occur at a County location or multiple locations. Some work may occur remotely with written permission by the County. Mileage within the County's locations will not be compensation by County
6. Work days are generally Monday through Friday. At the County's sole discretion, work days and/or hours may be shifted, to include weekends (Saturday and Sunday) as necessary to meet deadlines and deliverables.
7. Work hours are 8 hours a day / 40 hours a week and are generally between the hours of 8:00am to 5:00pm (including an hour non-compensated break for lunch). At the County's sole discretion, work hours may be shifted or extended to meet deadlines and deliverables. Swing shifts (2:30pm to 11:30pm) or night shifts (11:00pm to 7:00am) may be required.
8. Personal time off must be requested through the reporting manager and the County is not obligated to approve any requests. If a contractor personnel leaves work due to an illness, emergency or personal reasons, County will only be responsible for payment of hours actually worked. Contractor shall be responsible to replace its personnel at the request of the County. Compensation will not be paid by County for any personal time off. Compensation will not be paid by County for any sick time.
9. Compensation will be at an hourly rate based upon the area of specialty and location of the offered resources as stated in the applicable Statement of Work. If applicable, volume discounts will be deducted from the hourly rates. All rates and fees, including travel costs are not to exceed the amounts agreed to in the Statement of Work and/or Change Notices.

**EXHIBIT B
INSURANCE REQUIREMENTS
FOR PROFESSIONAL SERVICES**

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County

of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insured.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its

insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. **Fidelity Bonds** (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

EXHIBIT C
VENDOR REMOTE ACCESS REQUIREMENTS

to Agreement Between Gartner and Santa Clara County

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 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: _____

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 and/or County data or information 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. Contractor will submit documentation verifying its own network security mechanisms to County for County's review and approval. The County requires advanced written approval of Contractor's security mechanisms prior to Contractor being granted Remote Access.

2. Contractor Remote Access must include 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 _____

County: Title/ Designee Vijay Kumar, Project Portfolio Manager, Information Services 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 inapplicable, 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.

A CryptoCard 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 a CryptoCard authentication device:

- a. Because the CryptoCard allows access to privileged or confidential information residing on the County's IS, the Contractor agrees to treat the CryptoCard as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. The CryptoCard is a County-owned device, and will be labeled as such. The label must remain attached at all times.
- c. The CryptoCard 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 CryptoCard will be kept under Contractor control.
- e. The CryptoCard is issued to an individual employee of the Contractor and may only be used by the designated individual.
- f. If the CryptoCard is misplaced, stolen, or damaged, the Contractor will notify County by phone within one (1) business day.
- g. Contractor agrees to use the CryptoCard as part of its normal business operations and for legitimate business purposes only.
- h. The CryptoCard will be issued to Contractor following execution of this Agreement. The CryptoCard 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. Contractor will notify County's designee within one working day of any change in personnel affecting use and possession of the CryptoCard. Contractor will obtain the CryptoCard from any employee who no longer has a legitimate need to possess the CryptoCard. Lost or non-returned CryptoCards will be billed to the Contractor in the amount of \$300 per card.
- i. Contractor will not store password documentation or PINs with CryptoCards.
- j. Contractor agrees that all employees, agents, contractors, and subcontractors who are issued the CryptoCard will be made aware of the responsibilities set forth in this Agreement in written form. Each person having possession of a CryptoCard 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 CryptoCard 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. Manually Switched Dialup Modem Primary Backup N/A

Although not generally used, the Contractor may be provided Remote Access to County IS using a dialup modem. Contractor agrees to the following if using Switched Dialup Modem access:

- a. Contractor will use reasonable efforts to notify the County's Technical Services Manager or designee at least ½ hour prior to access to allow County to activate the Switched Dialup Modem connection. Contractor will give the estimated time that the connection will be required, and specify when the access can be deactivated by County.
- b. County acknowledges that Contractor may not be able to provide certain of its services (including, but not limited to, implementation services, maintenance and support (including Standard Support Services) and training services) using a Switched Dialup Modem connection.
- c. County is solely responsible and liable for any inability or delay in Contractor performing its obligations under the Agreement where such inability or delay is caused by the use of a Switched Dialup Modem connection.

Signatures of Contractor Employees receiving CryptoCards (if issued by County):

CONTRACTOR: _____ [TYPE NAME HERE]

_____ [TITLE]

_____ DATE

CONTRACTOR: _____ [TYPE NAME HERE]

_____ [TITLE]

_____ DATE

CONTRACTOR: _____ [TYPE NAME HERE]

_____ [TITLE]

_____ DATE

CONTRACTOR: _____ [TYPE NAME HERE]

_____ [TITLE]

_____ DATE

EXHIBIT D
COUNTY OF SANTA CLARA 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, PocketPC, 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.

Key Points

1. General Code of Responsibility

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

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.

Key Points

- permitted connection to a non-County system or network would be approved connection of a County issued laptop to a home network.
- 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.
- 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.
- 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.
- 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.
- 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
- Don't install or activate communication devices, such as modems, on County computers or networks.**
- Don't use encryption except when directed to do so.**
- Don't attempt to enhance your assigned user privileges.**
- Don't attempt to disable or bypass County login procedures.**
- Follow the terms of all software licensing agreements.**

Key Points

installed, it is the responsibility of the User to check with Department management or information systems support staff.

- 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.

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.

Key Points

- Users must not make or store paper or electronic copies of information unless it is a necessary part of that User's 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.
 - 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.
- 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.
- 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
- Don't make copies of information unless this is required by your job.**
- Don't change or delete data unless doing so is part of your job.**
- Don't introduce computer viruses onto County computers.**
- When leaving County employment, don't take County data with you.**
- You should have no expectation of privacy for electronic data stored on County computers.**
- Respect all intellectual property rights associated with data that you deal with while doing your job.**

Key Points

information belonging to the County or any other third party.

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
- 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 use County computers to conduct your personal business.

Don't use County computers for illegal activities.

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.

Key Points

- 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. Internet and Email

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.
- 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).

Limit personal use of County computers.

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

Key Points

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.

Follow County standards for retaining and deleting email messages.

2.5 Users may not use an internal County email account assigned to another individual to either send or receive email messages.

Don't use anyone else's email account.

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.

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

3. Remote Access

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.

Key Points

- 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.
- 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).
- 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.
- 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.
- 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

Use only existing, approved County remote access systems.

Get approval for all remote access to County systems.

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

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

Key Points

- 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.
- 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.
- 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.

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.

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

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

4. Personally-Owned Devices

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

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

Key Points

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.

- 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.

- 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-hours 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.

- 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.

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

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

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

Key Points

- 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.
- 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.
- 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

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

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

Key Points

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.

- 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.
- 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.
- 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.
- 4.11 The User must immediately report to designated Department management or

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.

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.

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

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

Key Points

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.

Key Points

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.

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.

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:

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 “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, at the option of Covered Entity, 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 F
SANTA CLARA VALLEY HEALTH AND HOSPITAL SYSTEMS
COMPLIANCE AND PRIVACY OFFICE
CONFIDENTIALITY OF PATIENT AND EMPLOYEE INFORMATION
SECURITY AND CONFIDENTIALITY AGREEMENT

Name _____
(Print)

Social Security # _____ County Employee # (if applicable) _____

SCVHHS Department _____

Employee Dependent Contractor Volunteer Student Other _____

As a Santa Clara Valley Health & Hospital System workforce member, I will have access to protected health information (PHI) and electronic protected health information (ePHI) regarding SCVHHS patients and plan members. I understand the sensitive nature of these medical records and the PHI/ePHI contained in them and I agree to abide by this Security and Confidentiality Agreement at all times.

Subject to state and federal HIPAA and Privacy laws and SCVHHS and County policies as referenced below, I understand that it is the policy of SCVHHS that all patients and plan members have a right to confidential treatment of all communications and records pertaining to the medical and mental health services provided to them.

All employees and agents of SCVHHS and all parties doing business with SCVHHS shall respect the rights of patients in regard to confidentiality of such information. Violation of any law or any SCVHHS policy or County policy regarding the acquisition, access, use, disclosure, sharing, or reproduction of PHI/ePHI is a cause for disciplinary action and may also result in civil liability and/or criminal charges. Division A16 the Santa Clara County Ordinance Code (Information Practices and Individual Privacy) sets out the County of Santa Clara's policies regarding personal information collected by County agencies. It provides the following penalties.

§A16-12. Civil remedies.

- (h) Any person who intentionally discloses information, not otherwise public, which they know or should reasonably know was obtained from personal or confidential information maintained by an agency or from records . . . maintained by a federal government agency, shall be subject to a civil action, for invasion of privacy, by the individual to whom the information pertains.

§A16-13. Penalties.

- (a) The intentional violation of any provision of this division or of any rules adopted thereunder, by an officer or employee of any agency shall constitute a cause for discipline, including termination of employment.
- (b) Any person who intentionally provides any record containing personal information to any unauthorized person in violation of any provision of this division shall be guilty of a misdemeanor and be fined not more than five thousand dollars (\$5,000.00) per occurrence, or imprisoned not more than one year, or both.
- (c) Any person who requests or obtains any record containing personal or confidential information from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than five thousand dollars (\$5,000.00) per occurrence, or imprisoned not more than one year, or both.

A patient or plan member whose PHI/ePHI has been unlawfully acquired, accessed, used, disclosed, shared, or reproduced may sue the person responsible and recover actual damages as well as punitive damages, plus attorney fees and court costs.

Security and Confidentiality Agreement

Page 2 of 2

Any person who violates HIPAA or state or federal Privacy laws or SCVHHS or County Privacy policies shall be subject to disciplinary action, up to and including termination, and, if appropriate, will be reported to the California Department of Public Health (CDPH) and the Secretary of the Department of Health and Human Services (DHHS), and depending on the circumstances of the violation, may be reported to a licensing or certification board and/or law enforcement agency.

As a SCVHHS employee, contractor, volunteer, student, vendor, or other person or entity employed by or doing business with SCVHHS, I have both a legal and ethical responsibility to protect the privacy of the PHI/ePHI of patients and plan members. All information that I see or hear regarding patients or plan members, directly or indirectly, is completely confidential and I will not be discuss or release it in any form, except when required in the performance of my duties or when authorized or required by law.

Additionally, if I have access to confidential employee information or financial information or any other proprietary information, I am expected to treat the confidentiality of such information in the same manner as patient/plan member PHI/ePHI.

I understand and agree that in the performance of my duties at SCVHHS, I must hold patient, employee, and proprietary information in confidence as outlined above. I understand that any violation of confidentiality may result in disciplinary action up to and including termination according to County policy. Any breach, on or off duty, of this agreement will be taken seriously.

By signing this Security and Confidentiality Agreement, I agree to access, use, disclose, share, and/or reproduce a patient's or plan member's PHI/ePHI only as permitted in the performance of my duties, and only as authorized by the patient or as permitted or required by law.

Signature: _____

Date: _____

Printed Name: _____

References:

1. Health Insurance Portability & Accountability Act (HIPAA), Public Law 104-191
2. Privacy Rule (45 CFR, Parts 160 and 164, subpart A and E) HIPAA Security Rule (45 CFR Parts 160 and 164, Subparts A and C) – Security Standards
3. HIPAA Enforcement Rule – Administrative Simplification
4. Civil Monetary Penalties 45 CFR, § 160.400 et seq., and Criminal Penalties 45 USC, § 1320d-6
5. American Recovery & Reinvestment Act – HITECH Act
6. California Constitution, Article I, § 1
7. California Civil Code §§ 1798 et seq., Information Practices Act
8. California Civil Code, §§ 56.10-56.16, Confidentiality of Medical Information Act
9. California Welfare & Institutions Code § 5328
10. California Senate Bill 541 and Assembly Bill 211 (amends Health & Safety Code §§ 1280.1, 1280.3, and 1280.15
11. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR, Ch. 1, Part 2, §§ 2.1-2.67)

EXHIBIT G
COUNTY TRAVEL POLICY

**SANTA CLARA COUNTY TRAVEL POLICY
DESK REFERENCE MANUAL**

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County Travel Policy – Quick Reference Guide

Introduction

This is a quick reference guide to travel policies and procedures contained in the County's Travel Policy Desk Reference Manual. It is NOT meant to provide comprehensive information. For further information, please refer to the following Santa Clara County documents:

Travel Policy Desk Reference Manual
County Comprehensive Vehicle Policy (BOS Policy Manual Section 3.52)

Guiding Principles

County travel should be for business and training purposes that benefit the County. All expenses incurred while on County business should be reasonable and prudent use of public funds. Travelers shall choose the most efficient, direct and economical travel options required by the occasion.

Travel Authorization

When traveling out-of-state or internationally, a travel authorization form must be completed and approved prior to the trip. When traveling in-state, this form is only required when lodging or airfare is to be reimbursed, a pool vehicle is needed, or when advance is requested.

Refer to Appendix B of the Travel Policy listing the travel approval levels for in-state, out-of-state, and international/HI/AL travel for each type of traveler.

Travel Advance

Travel advances cannot exceed estimated travel costs to be paid by the traveler. The minimum advance is \$50.00 (with exception for transport of prisoners out-of-state).

Employees with a P-card or who have an outstanding advance balance are not eligible for a travel advance.

Reimbursable Travel Costs

Reimbursable travel costs are limited to those that are actual and necessary.

When arranging for travel, travelers shall consider any special rates, promotions, etc., that would reduce County cost.

Transportation Costs

Air travel reservations are made through a County-approved travel agency. Contact your Departmental Travel Coordinator for travel arrangement assistance.

Travelers who use a private auto for traveling on County business will be reimbursed for personal car mileage which exceeds the normal home-to-work mileage. Members of the Board of Supervisors and persons in management positions who receive a vehicle allowance shall not be eligible to claim mileage reimbursement for any miles traveled within Santa Clara County.

The County P-Card and County gas card are not to be used for personal car mileage expenses.

When traveling to a destination with scheduled airline service, the mileage payment may not exceed the equivalent coach class airfare plus avoided mileage to/from airport and local airport parking costs (at San Jose International Airport long term parking rates). Refer to County Comprehensive Vehicle Policy for time limit on mileage reimbursement request.

When ground transportation is required, the most economical and appropriate form of available

transportation which meets the traveler's needs should be selected. Rental car should use State rental car contract with low base rate, and written justification should be provided on the Travel Authorization Form when it is submitted for approval.

Car rental reimbursement claims must include the original car rental receipt showing the date(s), number of days and type of vehicle rented and mileage. A credit card receipt alone is insufficient.

Travel Insurance

The County provides an insurance program for employees that includes liability, workers' compensation and automobile coverage for County owned and rented vehicles to County employees on County business. Travelers using personal cars for County travel must carry adequate insurance coverage for personal protection as well as for the protection of any driver/passenger. Refer to County Comprehensive Vehicle Policy for more information.

Lodging Costs

Lodging expenses will be reimbursed at the actual expenses up to the federal per diem rate plus hotel tax.

A valid, itemized receipt must accompany the lodging reimbursement claim.

Meal Costs

Travelers will be reimbursed for actual meal expenses, including tax and tips (tipping allowances can be found in Appendix E to Travel Policy), not to exceed the federal meal per diem rate. Where a Trip Expense Voucher is not completed, the Non-Travel Business Meal Policy shall be followed.

Federal Per Diem Rate

For Travel within the Continental US, use rate listed on

<http://www.gsa.gov/>

* Includes 48 contiguous States and District of Columbia high cost locations

* Applies to short term travel (20 days or fewer)

* Use County Code

(www.naco.org) search when the city is not listed and to identify if the city is in a high cost county

* If neither city nor county is listed, use CONUS standard lodging/meal rate

Incidental and Other Reimbursable Expenses

Reasonable and necessary costs for other travel expenses will be reimbursed when supported by itemized receipts (if more than \$10) or other appropriate documentation.

Incidental expenses incurred for fees and tips given to porters, baggage carriers, hotel staff, and staff on ships will be reimbursed up to GSA limit (currently at \$5 per day)

Other Costs

Miscellaneous expenses must be itemized, and receipts must be provided for each single item of expense in excess of \$10.00

Occasionally petty cash is used to reimburse single small expenses, and in this case, a receipt is always required.

Non-reimbursable Expenses include:

- * Parking and traffic violations
- * Mileage for County vehicle
- * Mileage for commute to work
- * Mileage within Santa Clara County for Board of Supervisors and management persons who receive a vehicle allowance
- * Emergency repairs for non-County vehicles
- * Insurance not provided for under the Travel Policy

* Car rental insurance & Fuel Service Option

* Tips exceeding County allowances

* Refreshments, snacks, alcoholic beverages

* Personal travel expenses

* Medicinal remedies, health supplies, cosmetics

* Personal entertainment, e.g. in-room movies

* Childcare fees; kennel/boarding fees

* Short term airport parking exceeding long term rate

* Incident expenses that are to be of a personal nature, extravagant, or might be considered to be unreasonable or unnecessary

Final Accounting for Trip

Within 14 calendar days of return from a County business trip, a final accounting of all expenses must be completed on a Trip Expense Voucher and submitted to the traveler's department.

This must be approved and provided to the Controller-Treasurer within 21 days after the end of the trip. Any over-payments arising from the excess of travel advances over actual cost must be repaid to the County at the time the financial accounting is submitted. When an advance is not settled by 90 days from date of return, the County is authorized to deduct the entire amount of the advance from the employee's wages.

For travelers who paid upfront cost for their business travel, they must send approved Trip Expense Voucher within 60 days from the travel ending date to qualify for reimbursement.

Refer to "Documentation Requirements" section of the Travel Policy.

When filing both P-Card and the Trip Expense Voucher, the original receipts and other supporting documentation go with the P-Card report; copies are to be submitted with the Trip Expense Voucher.

Travel Exceptions Form

Exceptions to specific provisions of County travel policy may be authorized by the Finance Agency Director on a case-by-case basis, and only when there is adequate written justification and documentation and the travel is within the intent of the overall travel policy. The traveler shall complete a Travel Exceptions Form.

Allowable exceptions are confined to the following conditions:

- * To serve the business interest of the County
- * To avoid a severe hardship or inconvenience
- * To observe an established or expected protocol at a specified event
- * To respond to an emergency situation

Examples of when the Travel Exceptions Form is required include, but are not limited to:

- * Attendance of more than policy-specified number of employees from same budget unit to seminar/workshop.
- * Lodging costs within eight Bay Area counties.
- * Exception to meal rate limits (e.g., when there is not a price choice, traveler has no control over location selected, etc.).
- * Alternate meal plan from the meal provided as part of a program.
- * Receipt, when required, does not provide detail for meal expenses.
- * Special circumstances that require rental cars from companies other than those the State contracts.
- * Unanticipated rental car is required.
- * Unusual high mileage usage results in higher rental car fees.
- * Upgrade of rental car due to special circumstances (medical needs, drivers with disabilities, etc.) when upgrade is not pre-authorized.

SCOPE OF THIS MANUAL

Policies, Guidelines And Procedures:

This desk reference manual regarding County travel provides policies and guidelines and establishes procedures for employees and others incurring authorized business travel expenses on the County's behalf.

Affected Parties:

The policies, guidelines and procedures contained herein apply to all employees and officers of Santa Clara County whether appointed or elected, members of boards, commissions, committees and task forces advisory to the Board of Supervisors, County volunteers, as well as non-employees traveling on County business. Contractors and professional consultants are also subject to these policies and guidelines. County service agreements and contracts shall be written to comply with these policies when terms include travel provisions for contractors and professional consultants whose travel expenses are paid by the County. This also applies to contracts under federal, state, private or other grants unless the grantor specifically authorizes in writing that a different policy shall apply. Agencies or departments may adopt more restrictive procedures, if desired. If there are special circumstances that the travel allowance to contractors or consultants are to be paid more than the county policies prescribed, these exceptions are required to specifically seek the Board's approval.

For the remainder of this document, County business travelers will be referred to as "travelers" or "employees," unless otherwise noted.

PURPOSE, OBJECTIVES AND PRINCIPLES

Purpose:

The Santa Clara County Ordinance, Division A-31 authorizes travel for business purposes, on the County's behalf. The ordinance allows advances and reimbursement for actual and necessary expenses incurred by County employees and others for business travel and related expenses. This version of the Travel Policy also incorporates reimbursement for travel by County physicians and podiatrists (P41s) associated with the Physician Licensure and Certification Fund in one comprehensive section. The ordinance also states that specific policies, procedures and guidelines are provided in this Santa Clara County Travel Desk Reference Manual. The County Ordinance on travel can be found in Appendix A.

Objectives:

The objectives of the County's travel policy and procedures documents are as follows:

- To support travel costs incurred on behalf of the County for the purpose of conducting County business

- To establish uniform criteria and approval authority for advances and reimbursement of travel expenses for County business travelers

- To ensure all County business travelers have a clear and consistent understanding of policies and procedures for business travel

- To provide County business travelers with a reasonable level of service and comfort at reasonable cost

- To avoid the improper use of County funds for travel that does not benefit the County

Guiding Principles:

Travel on behalf of the County will be approved when the purpose results in a benefit to the County.

All expenses incurred while traveling on County business should be a reasonable and prudent use of public funds. Cost will be taken into account when weighing the importance and benefits of the business purpose for travel. Travelers should choose the most efficient, direct and economical travel options required for the occasion and any individual who chooses a different route, without adequate justification, must assume any additional expense incurred. If for traveler's personal convenience, there is interruption or deviation from the direct route, the travel cost cannot exceed that which would have been incurred on uninterrupted travel.

Travel is authorized for the minimum number of persons necessary to carry out the business purpose of the travel, and only for those whose job tasks are directly related to the purpose of the travel. No more than three employees from the same budget unit (five employees from the two budget units that have over 2,000 employee counts – Social Service Agency (BU 501) and Valley Medical Center (BU 921)) should be allowed to

attend the same seminar or workshop, unless individual attendance is required for certification purposes. Attending employees can give a presentation or report to other employees after returning from the workshop or seminar. If there are specific reasons that the department head approves attendance of more than three (or five for SSA or VMC) employees from the same budget unit for a seminar or workshop which is not for certification purposes, the additional costs and the justification notes will be documented on the Travel Exceptions Form and the additional costs will be reported to the Finance and Government Operations Committee annually.

Occasions for Travel:

Examples include the following types of occasions when the County traveler is required to travel out of the general region to:

- Attend a convention, seminar, meeting, school, or training
- Make professional presentations as a County employee or official
- Interview persons; inspect programs, facilities or institutions; conduct surveys; exchange professional information
- Work at a project location sufficiently distant from the main or regular place of work to require overnight lodging
- Work long hours away from the main or regular place of work where daily travel is impractical
- Transport equipment to and from distant points for repair or maintenance
- Transport prisoners and/or clients; attend legal proceedings or hearings
- Participate in formal activities, including hosting of persons who, for protocol reasons, merit appropriate courtesies and hospitality

Non-occasions for Travel:

Membership in an organization is not of itself a basis for travel authorization, and in no circumstance shall employees be authorized to travel as a reward for meritorious service, performance, or employee recognition, unless the purpose is to receive an award of formal recognition bestowed by a recognized outside organization for work performed for the County.

Possible Conflict with Labor Agreements or Laws

These policies apply to all travelers on County business unless they are in conflict with specific provisions of existing labor agreements or with specific provisions of state or federal law. In such cases, the provisions of those agreements or laws shall prevail for the employees covered under those agreements or laws.

Geographical Categories:

Santa Clara County travel policies cover three geographical categories:

- In-State
- Out-of-State (within contiguous 48 states)
- International and Travel to Non-Continental US territory

Advance Fund Request and Claims Submission:

A County traveler may submit a request for advance funds to cover anticipated out-of-pocket travel expenses whenever the expenses are incurred as part of official duties and the traveler does not have a P-Card. He or she may also submit a claim for reasonable, actual and necessary incurred expenses related to such authorized travel.

Prudent Judgment and Common Sense:

While this manual tries to provide specific guidelines for most circumstances that might be encountered while traveling on County business, it cannot anticipate all possible circumstances. When such circumstances occur, travelers must use prudent fiscal judgment and common sense in the expenditure of public funds.

RESPONSIBILITY AND ENFORCEMENT

Traveler:

Anyone who travels on County business, or supervises someone who travels, is responsible for knowing the general intent of the travel policy. The traveler is responsible for complying with the County's travel policies and exercising reasonable and prudent judgment related to County business travel. The traveler is also responsible for obtaining proper authorization and preparing and submitting expense reports on a timely basis along with appropriate receipts.

Dept. Head, Agency/Dept. Head, Board Appointee, Elected Official:

Note: Agency/Department Heads report directly to the County Executive. Department Heads report to Agency Heads.

The Department Heads, as well as Board Appointees and Elected Officials are responsible for travel requests and expenditures of their corresponding departments, and for exercising due diligence to ensure that authorized travel is necessary and appropriate for the conduct of County business, that the cost is reasonable and justified by the trip's purpose, and that the travel expenditures are within budgetary limits. They are also responsible for assuring that expense reports are accurately reviewed for compliance and for review and recommendation regarding exceptions. The policies, guidelines and procedures mentioned below do not preclude more restrictive internal approval procedures which the agency or department head may choose to implement internally to better monitor and control the budget.

While this policy places the primary responsibility for departmental travel oversight on the department head level in the overall County organization, respective immediate supervisors/managers, including the County Executive (or designee) and Agency/Department Heads may impose any additional approval levels or processes that they require for respective individuals and/or organization(s) under their purview.

Department Travel Coordinator:

The Department Travel Coordinator is considered to be the "resident expert" and is the primary contact point for travel-related matters. He/she provides information, instruction and training to department staff. As the department resource for travel arrangements, forms and materials, the Coordinator receives training, updates and changes to travel policies and procedures from the Controller-Treasurer Department and is responsible for notifying his/her departmental personnel. The Coordinator is a contact point for obtaining electronic forms. He/she is also responsible for providing travel assistance in several ways, including assistance with documentation, e.g., additional justifications, and consultation and/or troubleshooting regarding claims issues, e.g., discrepancies, need for clarification or additional paperwork; maintenance of central travel control log; and AMEX Business Travel Account (BTA) reconciliation. In cases where charges are inconsistent with general policy guidelines but are justifiable, or when there are travel costs that may otherwise be questioned, the Coordinator assists in ensuring that the business purpose of travel costs is clearly stated. Department

Coordinator's responsibilities include screening and reviewing travel plans; making, coordinating and expediting travel arrangements; and/or helping travelers who have difficulties during travel. All travel shall be coordinated through a designated coordinator in each department/agency.

Controller-Treasurer:

The Controller-Treasurer has final approval authority as to the appropriateness and reasonableness of reimbursement requests other than exceptions described below and works with the County Executive, Agency/Department Heads to maintain Countywide common and consistent travel practices as governed by these policies and guidelines.

The Controller-Treasurer has lead responsibility in the regular review of travel policies and procedures and the development of amendments, as needed. See also Resource Materials and Forms section, page 21.

Controller-Treasurer Department:

The Controller-Treasurer Department is responsible for exercising general oversight for the processing of reimbursement requests in order to ensure consistency with the policies and guidelines set forth in this document. The Controller-Treasurer Department processes claims, including conducting desk audits, and provides timely, accurate reimbursement to claimants.

Regular updates to the published travel policies and procedures are provided by the Controller-Treasurer Department via this written County Travel Desk Reference Manual. The Department Travel Coordinators shall be advised of all such updates and changes and are responsible for notifying department personnel.

Who to Call on Travel Policy Issues:

Any questions, concerns or suggestions regarding the County travel policy may be directed to the traveler's Department Travel Coordinator. The Coordinator can contact the Claims Unit of the Controller-Treasurer's Office for assistance and/or providing information.

TRAVEL AUTHORIZATION

Obtaining Travel Authorization:

Any person traveling in his/her capacity as a County employee, member of a County board, commission, committee, or task force advisory to the Board of Supervisors, or other official County capacity, must obtain travel authorization prior to travel on official County business.

Travel authorization should be obtained as early as possible, prior to the date of travel.

Authorization is required for all County travel for County business purposes. Employees must always secure advance approval from their direct supervisor/manager for all County travel. This approval may be verbal or in writing based on the supervisor/manager's policies and requirements. However, certain approvals must always be in writing as stated in the section which follows (Advance Written Request).

Members of County boards, commissions, committees, and task forces advisory to the Board traveling in their capacity as a member of the advisory body must obtain prior approval from the Board of Supervisors in public session for travel on official County business. In circumstances where an advisory body member is not expending County funds, the member shall provide advance written notice (rather than request) to the Board of Supervisors in public session.

Written request for travel is made on the Travel Authorization form. Blank form samples and instructions can be found in Appendix F.

Authorizations may also be provided via designee in accordance with individual department policy.

The Travel Authorization number is assigned by the department for each trip at the time Travel Authorization is submitted, the number sequence is as follows: ###-####-TA#####. First set of numbers represents the budget unit, second set of numbers represents the cost center, and the third set is assigned by departments, beginning with "TA". The original Travel Authorization should always go to the Controller-Treasurer Department with the first payment request, with copies attached to each payment request afterward. Controller-Treasurer will hold the original Travel Authorization in an open file until the trip is finalized.

Advance Written Request:

For in-state travel, advance written request and approval are required if travel includes overnight stay, airfare, advanced funds or transportation involving a County vehicle that is not assigned to the department, rented from the central pool or vendor. For these circumstances, Board Appointees provide advance written notice (rather than request) to the Board President.

For Out-of-State travel, advance written request and approval are required. For these circumstances, Board Appointees provide advance written notice (rather than request) to the Board President.

For International travel and travel to non-continental destinations, advance written request and approval are required. However, for Board members and their staff, public session approval may occur after-the-fact if timing prevents pre-approval; reimbursement for travel costs will be provided only after the Board's public session approval.

A flow-chart showing requirements can be found in Appendix C.

For international travel and travel to non-continental destinations, advance written request must first be approved at the intermediary (e.g., departmental) level, then subsequently forwarded to the final approving authority for pre-approval. In cases where there is no intermediary level, requests are sent directly for final pre-approval.

LEVELS OF APPROVAL

Travel approval levels and requirements are summarized in table format (2) in Appendix B.

Board of Supervisors, as a Board:

The Board of Supervisors, acting as a Board, approves in public session all international business travel for Board members and their staff. Normally, this approval occurs in advance; however, if timing prevents advance approval, the travel may be pre-approved in writing by the associated Board member and be approved after the fact by the Board of Supervisors in public session. Reimbursement for travel costs will be provided only after Board approval is granted in public session.

The Board also pre-approves in public session all County business travel for members of County boards, commissions, committees, and task forces advisory to the Board of Supervisors who are traveling in their capacity as a member of the board, commission, committee, or task force.

President of the Board of Supervisors:

The President of the Board of Supervisors shall pre-approve all international travel for Board appointees.

The President also authorizes exceptions to the travel policy for Board members, for their staff and for Board appointees. Exception authorizations require a written recommendation by the Finance Agency Director.

Vice-President of the Board of Supervisors:

The Vice-President of the Board of Supervisors shall authorize exceptions to the travel policy for the Board President. Exception authorizations require a written recommendation by the Finance Agency Director.

Members of the Board of Supervisors and Other Elected Officials:

Note: Other Elected Officials are the District Attorney, the Sheriff, and the County Assessor.

Members of the Board of Supervisors and other elected officials may approve their own in-state and out-of-state travel.

Board members and other elected officials shall notify the Clerk of the Board of their planned business travel. The Clerk of the Board will post notice of Board business travel in the board agenda. Emergency or last minute travel may be noticed after the fact. Board absences are separately covered in the Rules of the Board of Supervisors, Chapter V.

Board members and other elected officials shall also approve all in-state and out-of-state travel for their staff and give preliminary approval for their staff's international travel and exception requests before forwarding for final determination.

Board Appointees:

Note: Board Appointees are the County Executive, the Clerk of the Board, the County Counsel, the Director of Child Support Services, the Public Defender, and the Chief of Correction.

Board appointees may approve their own in-state and out-of-state travel but must submit prior written notice to the Board President of all travel which is overnight or includes airfare (written approval is not required). For their staff, they approve all in-state and out-of-state travel and give preliminary approval for their staff's international/non-continental travel and exception requests before forwarding for final determination.

County Executive:

The County Executive, as a Board appointee, has authority and responsibility as noted above. The County Executive (or designee) approves all in-state and out-of-state travel for his/her direct reports.

In addition, the County Executive pre-approves all international/non-continental travel for Board appointee staff, elected officials, elected official staff, Agency/Department Heads (Executive direct reports), Department Heads, department staff, department affiliated non-employees, and any others. See Sheriff/District Attorney below regarding special consideration for travel to Hawaii and Alaska relating to extraditions.

The County Executive also authorizes exceptions to the travel policy for Agency/Dept. Heads (Executive direct reports), Elected Officials, Elected Official Staff, Board Appointee Staff, Commissions, Advisory Boards, Task Forces and any others, as needed. Exception authorizations require a written recommendation by the Finance Agency Director.

Sheriff/District Attorney

In addition to having the standard authority for travel as Departmental Heads, the Sheriff and the District Attorney are authorized to approve all travel for their departments relating to extraditions to and from trials in Hawaii and Alaska. This is due to the critical time sensitive nature of their business.

Agency/Department Heads:

Note: Agency/Department Heads report directly to the County Executive. Department Heads report to Agency/Department Heads.

Agency/Department Heads approve all in-state and out-of-state travel for their reporting Department Heads. They give preliminary approval for their reporting department

heads' international/non-continental travel before forwarding to the County Executive for final determination.

They also authorize exceptions to the travel policy for their reporting Department Heads, and related department staff and affiliated non-employees. Exception authorizations require a written recommendation by the Finance Agency Director.

Department Heads:

Department Heads report to Agency/Department Heads. They approve all in-state and out-of-state travel for their department staff as well as department-affiliated non-employees. For their department staff and affiliated non-employees, they give preliminary approval for international/non-continental travel and for exception requests before forwarding for final determination.

Final Approval:

The Controller-Treasurer and Chief Operating Officer have final approval as to the appropriateness and reasonableness of all reimbursement requests. Reasonable variances or costs greater than anticipated should be explained in writing, providing reasons and appropriate supporting documentation. Department Head approval is required before submitting to the Controller-Treasurer.

Review by Chief Operating Officer:

The Chief Operating Officer shall regularly review the submitted Final Trip Expense Vouchers and accompanying documentation of Board Members, other Elected Officials, and Board Appointees to ensure compliance with County policies. Each Board Member, Elected Official, and Board Appointee is responsible for providing copies of his or her Final Trip Expense Vouchers and accompanying documentation to the Chief Operating Officer on a quarterly basis, as indicated below:

Due February 1: Final Trip Expense Vouchers submitted for travel between October 1 – December 31.

Due May 1: Final Trip Expense Vouchers submitted for travel between January 1 – March 31.

Due August 1: Final Trip Expense Vouchers submitted for travel between April 1 – June 30.

Due November 1: Final Trip Expense Vouchers submitted for travel between July 1 – September 30.

If a Board Member, other Elected Official, or Board Appointee does not have any new Trip Expense Vouchers since the last quarterly submittal, he or she shall submit a signed memorandum indicating this.

Exception Principles:

Exceptions to specific provisions of County travel policy may be authorized by the Finance Agency Director on a case-by-case basis, and only when there is adequate written justification and documentation and the travel is within the intent of the overall travel policy. Allowable exceptions are confined to the following conditions:

- To serve the business interest of the County
- To avoid a severe hardship or inconvenience
- To observe an established or expected protocol at a specified event
- To respond to an emergency situation

Requests for Exception:

Occasionally there may be exceptions to these policies and guidelines that are reasonable and necessary and which adhere to the Exception Principles stated above.

Exception requests should be clearly explained and documented and should be approved at the earliest opportunity. Requests should be submitted on the Travel Exceptions Form which can be found in Appendix F.

Approval of Exception:

Requests for exception to the Travel Policy must be reviewed and approved on a case-by-case basis at the supervisory and department levels before submitting for final authorization, which may be granted as follows:

EXCEPTION APPROVER	EXCEPTION APPROVAL FOR
President, Board of Supervisors	Board Members Board Staffs Board Appointees
Vice Board President	Board President
Agency/Department Head	Agency/Department Employees Department Employees Department Affiliated Non-Employees
County Executive	Agency/Dept. Heads (Executive Direct Reports) Elected Officials Elected Official Staff Board Appointee Staff Commissions, Advisory Boards, Task Forces Any others, as needed

All approved exceptions require a written concurring recommendation by the Finance Agency Director in accordance with the established Exception Principles, stated above. Requests which receive a positive recommendation by the Finance Agency Director will be forwarded to the Controller-Treasurer Department Claims Unit for processing. Negative recommendations will be returned to the initiating department.

Under no circumstances may any county official or employee approve his/her own exception request.

GENERAL CONDITIONS

Resource Materials and Forms:

A comprehensive account of policies, procedures, as well as travel information, suggestions and examples are included in this County Travel Desk Reference Manual.

The appendices included in this manual also include a variety of other useful resources for the County traveler.

The above documents, as well as forms, are available from the Department Travel Coordinators and are included in the appendices of this document. They are also available online at the Controller-Treasurer's website located on the County Intranet, <http://www.controller>. Revision of these policies and documents is under the direction of the Controller-Treasurer and will be done as needed and whenever major changes are made to federal indexes. In addition, every two years they will be comprehensively reviewed. Updates will be issued as changes occur. The Board of Supervisors shall approve all major revisions and changes to travel policies in these manuals.

Travel Options – Minimize Costs:

Travelers shall choose the most efficient, direct, and economical travel options required for the occasion. If two or more employees are authorized to attend the same event, departments shall coordinate travel arrangements to minimize the total cost to the County.

Illness:

If an employee becomes sick or suffers a work-related injury and must delay returning, the County will reimburse for additional living expenses (except those costs directly related to the illness or injury, such as physician or hospital costs) until he/she is able to return home. In addition, the County will pay for the costs of increased airfare and/or other reasonable travel costs should it be necessary for the employee to return home early or late due to illness or work-related injury.

The employee should notify his/her supervisor as soon as possible if he/she becomes ill or is injured. The time will be counted as sick leave if it occurs during the normally scheduled work hours, and the County's normal sick leave rules will apply.

Overtime:

If an employee agrees to go out of town on business travel on a weekend or on his/her own time, then the travel is not considered overtime eligible unless mandated by the Fair Labor Standards Act. When considering weekend travel or a Saturday Night Stayover, the employee's decision should be based on his or her own benefits from the travel purpose (e.g., education, networking, opportunity to visit the area, etc.).

Accordingly, overtime shall not be authorized in connection with travel on County business without prior authorization from the Department Head, or unless it is mandated as stated above. As part of approving travel, department managers should

consider the effect of either authorized or mandated overtime on the total cost of the travel.

Extended Travel for Business Reasons:

In some situations extended travel time may be required. For example, in a change of venue trial the defense or prosecution teams may require extended stay in an area, sometimes as long as a month or more in duration. In this case, to save money it may be advisable to make special arrangements. A possibility might be to secure alternative lodging such as renting an apartment or other temporary housing. Cost saving measures should always be considered where possible and appropriate.

Extended Travel for Personal Reasons:

Travelers sometimes extend the length of a business trip by adding personal travel to the trip. In such cases, there must be no additional cost to the County. With supervisor approval, the County will cover the base travel expenses, and any additional cost above the base is the sole responsibility of the traveler.

Example:

An employee attends an approved business conference in Miami, Florida, and it is possible to take an additional flight extension to Orlando to visit Disney World at no extra cost for the ticket. In this case, the County will cover the full cost of the air ticket and the employee is responsible for all costs related to the side-trip. The employee is responsible for providing documentation with the travel request showing that there is no increased cost. However, if the cost of the 3-way airfare is greater than the round trip to Miami, the employee will be responsible for incremental additional airfare.

If a traveler's extended personal travel includes a Saturday Night Stayover airfare discount, the extended travel expenses may be claimed up to the level of higher cost travel at the Y-Cal (California State Association of Counties airfare program)/other rate quoted by an authorized County travel agency. See also sections Low Airfare Alternatives and Saturday Night Stayover page 32, and Saturday Night Stayover instructions in Appendix F.

An extension of time for personal travel is the responsibility of the traveler and will be on the employee's own personal time. An employee's travel time beyond the amount required for County business purposes must be charged to an available leave balance such as STO, vacation, or personal leave, even if the extension of time results in a lower total cost to the County. When combining business and personal travel in this manner, supervisor approval is required.

Both employees and managers should be cautioned that the frequent use of personal extensions and side trips may be questioned if there appears to be a pattern. In addition, care must be taken to document those costs attributable to the personal portion of the side trip and to have those costs billed separately to the employee whenever possible.

Spouses and Guests:

Spouses and guests may accompany the County traveler on County travel and at conferences, seminars and meetings. However, any additional costs associated with the participation of the spouse or other guests are the responsibility of the traveler. The County is not liable for spousal/guests injury or loss resulting from theft of their personal items.

TRAVEL PLANNING AND ARRANGEMENTS

Consider All Costs:

In choosing the most efficient, direct, and economical mode of transportation, the traveler shall take into account total costs including airfare cost, ground transportation availability and cost, alternate airport options, departure and travel times and their impact on work time, expediency, daily expenses, and similar measures of reasonable travel conditions.

Example:

A traveler may select an airfare ticket which does not have the lowest price in circumstances such as the following:

The overall cost of the trip is less because of less expensive ground transportation connections or lower mileage to/from the airport

The lowest fare ticket departs at an unreasonable time

The lowest fare ticket requires unreasonably excessive time due to multiple stopovers, etc.

Such circumstances do not require an exception approval if the traveler selects the transportation at a higher cost than the lowest available price if it is otherwise a more efficient use of the traveler's time due to the availability of a direct flight and/or the needs of traveler to attend to official County business.

Minimizing Time Spent Away:

Travelers should schedule their trip so that they leave at the latest reasonable time and still arrive at their destination on time. They should also return promptly as soon as their business is finished, thereby minimizing both the time away from work and corresponding expenses.

Booking Reservations:

Reservations should be made as early as possible to take advantage of available discounts. We recommend the following minimum time margins for pre-booking air flights: 7 days for in-state, 21 days for out-of-state and 28 days for international travel.

Booking Methods:

American Express Business Travel Account (AMEX BTA) must be used to purchase the air tickets so that we can take advantage of the complimentary travel insurance coverage and facilitate the central billing and payment process. Booking through State approved participating travel agencies will enable us to utilize the discounted airfare program from the contract with State of California.

Travel reservations for all air travel, lodging, car rental and public carriers, including en route changes, should be booked through an approved travel agency who is contracted with the County.

In order to capture all the airfare spending through centrally billed AMEX BTA, the travel agency will request a copy of the approved Travel Authorization form to facilitate their reporting requirements to the County. The traveler or travel coordinator should fax/email a copy to the agency.

When making direct reservations, it is especially important to be sure that expenditures will be a "reasonable and prudent use of public funds." Usually pre-arranged accommodations (e.g., for a conference) provide very reasonable cost choices, and direct booking is easy and efficient, requiring no special justifications.

Ticket Delivery:

Tickets which have been reserved through a County approved travel agency are to be sent by the agency directly to the department's specified work location. Ticketless (e-ticket, e-travel) travel is becoming very common and is encouraged. It can also be less expensive, as some airlines charge a fee to print a ticket.

Cancellations:

When travel arrangements must be cancelled, the traveler or the Travel Coordinator is responsible for handling the cancellation and for documenting the cancellation number to avoid possible billing disputes later. See also Cancellations/Unused Tickets section, page 33.

ADVANCES AND USE OF P-CARDS

Travel Advances:

Travel advances are allowed when the traveler does not have a P-Card. The Trip Expense Voucher form is used for requesting advances (as well as for documenting the final travel expense report). Whenever a County traveler requires an advance of funds for travel expenses, a written, approved request for an advance will be submitted to the Controller-Treasurer Department Claims Unit on the Trip Expense Voucher, accompanied by a copy of the signed Travel Authorization. To insure timely preparation of the advance payment, travelers should submit their requests to the Controller-Treasurer within 15-30 days before the trip date. Blank form samples and instructions can be found in Appendix F.

Costs prepaid by the County, including airfare, registration, hotel and other authorized expenditures are considered part of the travel advance and it is the traveler's responsibility to settle them within the timeframe described on page 27.

Only items authorized on the Travel Authorization and which the County has not already paid in full can be included in the calculation of the Cash Advance.

Example:

The Travel Authorization was approved for 5 nights lodging, and the first night has been paid by the County. Only the cost of the other 4 nights can be included in the calculation of the advance.

The amount requested for each line item must not exceed the amount authorized on the Travel Authorization.

No advance will be provided for mileage reimbursement. However, if the County is paying an Airfare Equivalent (AFE) in lieu of mileage, then the AFE can be included in the computation of the advance.

In calculating the advance meal allowance, the per diem rate will be used.

An advance shall not exceed the unpaid portion of estimated travel costs. The minimum advance to employees is \$50.00. For the transport of prisoners out of state, the minimum advance amount may be under \$50.00, and is authorized whether or not the traveler is a P-Card holder. (For reimbursements related to transport of prisoners, see also rules and regulations of the California State Board of Control.) The advance amount to vendors is not restricted.

The Controller-Treasurer Department will process cash advances (payment to employees) up to 30 days in advance of the departure date. The same employee cannot have more than one advance at a time.

Use of P-Cards:

The County has a credit card program known as P-Card (Procurement Card). This program may be used to pay for travel costs, and for employees who have P-Cards, the cards must be used for major expenses, since cash advances are not permitted to P-Card holders. See also County Procurement Card (P-Card) Policy.

Settling Advances:

Advances are settled through the filing of an expense report on the Trip Expense Voucher form. This report, along with supporting documentation, is due to the traveler's department within 14 calendar days after returning from a trip and to the Controller-Treasurer Department within 21 calendar days after returning. When the advance has exceeded expenses, documentation should also include the SAP journal entry number for deposit (showing funds were returned to County). If the Trip Expense Voucher report and documentation are not received by the Controller-Treasurer Department within 28 days of return, the settlement will be considered delinquent.

Failure to settle advances in the allowed timeframe following a trip will result in notification to the traveler and Department Travel Coordinator from the Controller-Treasurer Department that settlement is due. If there is no response, after two notices each approximately 30 days apart, the County is authorized to deduct the entire amount of the advance from the employee's wages (total 90 days from date of return). The Travel Authorization form includes an authorization statement to this effect so that employees are aware of and agree to this provision when they request an advance. Unsettled advances must be resolved before a traveler is eligible for travel advances in the future. See also Delinquent Advance Settlement section, page 62.

TRAVEL INSURANCE

County Insurance:

The County provides an insurance program for employees that includes liability, workers' compensation and automobile coverage for County owned and rented vehicles during the course and scope of employment as described below.

The County insurance only applies to County employees on County business. If the trip includes any side trips of a personal nature (during the trip, as well as before or after), insurance for the employee as well as traveling companions is the responsibility of the employee. Should a traveler wish to purchase additional travel insurance coverage, e.g., accident, life, lost baggage, insurance for him/herself or a traveling companion, such expenses are the responsibility of the traveler and are not reimbursable.

For automobiles, the policy covers County owned or rented vehicles used for County business. See also the County Certificate of Coverage in Appendix D. Insurance for personal vehicles is the responsibility of the vehicle owner/County employee.

Optional Rental Car Insurance:

Travelers on County business should decline the optional rental car insurance offered by rental companies. See also Rental Car Insurance section, page 37.

Personal Car Insurance:

Travelers using personal cars for County travel must carry adequate insurance coverage for personal protection as well as for the protection of any driver/passengers, including spouse. Please refer to the County Comprehensive Vehicle Policy "Business Use of Private Vehicles" (Board of Supervisors Policy Manual section 3.52) for liabilities associated with the operation of private vehicles on County business.

American Express Insurance

American Express provides the following services for air tickets paid by BTA:

- Business Travel Accident Insurance
- American Express Card Baggage Insurance Plan

TRANSPORTATION

General Guidelines:

When planning the transportation portion of a trip, consider all aspects of cost to the County – daily expenses, overtime, lost work time – as well as actual transportation costs. In general, a common carrier (e.g., plane, bus, train) is the preferred mode of transportation. However, use of a personal or County vehicle – especially if two or more employees or officials are traveling together – may be less expensive for travel within the State. The increased time for automobile transportation and the potential for lost work time, overtime, or increased lodging costs should be considered in determining the best mode of transportation.

TRANSPORTATION – AIR TRAVEL

Air travel reservations are made through County-approved travel agency using County's American Express Business Travel Account (AMEX BTA), with exception of independent contractors. This requirement applies to all three airfare programs mentioned below (Y-Cal, V-Cal and SWABIZ).

The least expensive option shall always be chosen taking into consideration time constraints, value of employee time, elimination of overnight lodging, and cost of meals. In the event that a flight is cancelled due to the airline or other unforeseen circumstances, all credit received by the traveler should be tracked by the traveler and department so that the credit is utilized for future travel. It is understood that it will not always be possible for County to utilize these credits; still, we encourage employees to purchase non-refundable tickets (which result in the creation of credits as opposed to refunds) as opposed to the more expensive refundable airline tickets.

The traveler shall be responsible for any additional charge for changing flight plans due to personal reasons or the convenience of the traveler.

Y-Cal Airfare Program:

As one airfare option, the County participates in the CSAC (California State Association of Counties) airfare program known as Y-Cal. This program currently offers pre-set rates on California State contracted airlines which are fully refundable and may be booked up to the day of a flight, assuming seat availability. The Y-Cal Program is available through the County's authorized travel agency.

As part of the program, all Y-Cal bookings will be charged by the Travel Agency to a Countywide American Express Business Travel Account maintained by the Controller-Treasurer Department. The Controller-Treasurer Department will then allocate charges to the appropriate departments.

V-Cal Airfare Program:

The V-Cal and Y-Cal airfares provide efficient, cost effective air travel for State department, university, and local government employees that travel on behalf of the organization for official business. The V-Cal provides a lower airfare than the Y-Cal airfare when the traveler is able to make travel arrangements early and seats are available.

The V-Cal airfares are capacity controlled which require a certain number of seats to be specifically set aside for State department, university, and local government travelers. Each respective airline will provide a limited number of seats on any given flight to be sold at a discounted fare. The airline controls the number of seats they will offer at the discounted V-Cal rate. The travel agent must secure reservation and issue the ticket at the same time of booking in which V-Cal is available. Once V-Cal tickets are sold out, the V-Cal rate is no longer available. The V-Cal tickets are issued at the time of reservation and are non-refundable.

The V-Cal Program is available through the County's authorized Travel Agency.

State-Contracted Internet (Variable) Fares

The contracted internet (variable) fares are booked by the County-approved Travel agency through Southwest Airlines travel portal SWABIZ using County's AMEX BTA. They are based on Southwest's "Anytime" fare which is a fully refundable, non-restrictive fare. Southwest Airlines also has "Wanna Get Away" fares and "Business Select" fares. The "Business Select" rate is more expensive and should not be used.

Airline Fees:

Reasonable and actual add-on airline fees, such as checked baggage fees within the fare class for which the traveler is authorized, will be approved travel expenses when submitted with a receipt.

Travelers will be authorized to pay excess baggage charges when traveling with heavy or bulk material or equipment for business purpose. Documentation must be included in the final Trip Expense Voucher explaining the nature of the excess baggage charge. Approval of such charges shall be provided as part of the final Trip Expense Voucher approval.

Excess baggage charges for personal belongings will not be reimbursed. Airline Club membership, advance seat selection fees and other fees for the convenience of travelers will be paid by the traveler, no reimbursement will be made by the County.

Area Airports:

County travelers who are flying usually use one of the three Bay Area Airports - San Jose, San Francisco or Oakland - for leaving and returning home. The County will reimburse for reasonable costs from any of these locations. Where cost effective, other airports may be used with permission from the Department Head or appropriate official.

Airline Class of Service:

Unless authorized as an exception, all air travel must be Coach Class. In the event Coach Class is not available, Business/First Class may be used if it represents the most efficient, direct and economical mode of transportation available. Tickets may be upgraded when if there is no additional expense to the County or if the traveler is willing to pay the difference in cost or use frequent flyer credits.

Low Airfare Alternatives:

The following types of low fare alternatives should be considered in determining the lowest reasonable airfare:

- V-Cal Tickets
- Y-Cal Tickets
- State contracted internet (variable) fares

Advance purchase fares (generally, the earlier the better)
Off-peak flights
Connecting and one-stop flights (when travel time permits)
Alternate airports
Lower cost carriers
Specially negotiated fares
Promotional/bulk fares, travel coupons (e.g., as part of a conference)
Minimum stay excursion fares, such as Saturday Night Stayovers, especially on longer trips. See also Saturday Night Stayover, below.
Non-refundable fares are the standard. Refundable fares should be considered only when chance of cancellation is high.

Saturday Night Stayover:

Often, airlines offer a Saturday Night Stayover package for less expensive rates. While not required, these fares may save a significant expense to the County while more than offsetting the cost of meals and hotel fare for the Saturday night stay. It also provides opportunity for the employee to spend additional time to visit the area if he/she elects to stay over. To qualify, the traveler's round trip air travel period must bridge over a Saturday. For example, the traveler flies to a conference on Tuesday which ends on Friday. If he/she stays at the destination through Saturday and returns home on Sunday (rather than Friday), the fare is offered at a less expensive rate.

When County travelers elect to take advantage of a Saturday Night Stayover, the County will allow reimbursement for travel costs up to the level of higher cost travel at the Y-Cal/other rate quoted by an authorized County travel agency. When this occurs, the traveler must complete the form Reimbursement on Extended Travel for Saturday Night Stayover, in addition to the Trip Expense Voucher.

Airline Frequent Flyer Programs:

Frequent flyer credits earned by County employees for travel on County business should be applied toward future County travel. (Please note that personal use of airline frequent flyer mileage credit earned on County business is a taxable fringe benefit to the employee pursuant to the IRS regulations, and County has no intention to provide such fringe benefits.)

Companion Airfare:

Programs such as "Friends Fly Free" and other companion airfares are usually based on published rates without considering other discounts available. These can be higher than if one person flies alone.

When a traveler purchases such airline tickets for travel on County business with a spouse, friend or relative, it is necessary to obtain quotes from the travel agency regarding alternate airfares for the traveler traveling alone, including Y-Cal rates. These quotes must be used to determine whether the traveler should pay for or reimburse the County for any portion of the companion ticket. The quote must be provided in written

form by the County's Authorized Travel Agency stating the price quote (include date, agency name, telephone number, and the name of the contact).

Denied Boarding Compensation:

Airlines occasionally offer free tickets or cash allowances to compensate travelers for delays and inconveniences due to overbooking, flight cancellations, changes of planes, etc. A traveler may volunteer his/her seat for denied boarding compensation if the flight is outside normal working hours not subject to overtime, and the delay will not result in any interruption, loss of business or additional cost to the County. Under such circumstances, the traveler is allowed to claim the compensation. If there are personal costs related to the delay (e.g., another night's lodging and extra meals), these would be the responsibility of the airline or the traveler.

Overnight Delays:

If an overnight stay is necessary due to an airline delay, the traveler shall attempt to secure complimentary lodging from the airline. If unsuccessful, and the delay was unavoidable, the traveler may charge the costs to the County.

Cancellations/Unused Tickets:

When an airline reservation must be cancelled, the traveler is responsible for handling the cancellation and for documenting the cancellation number, to avoid possible billing disputes.

Unused airline tickets or flight coupons must not be discarded or destroyed by the traveler as these documents may have a cash value. An unused ticket should be returned to the Department Travel Coordinator who will determine if it can be redeemed for refund or used for future service. Since some of the refund programs are time sensitive, the refunds should be made as soon as possible.

Please note that many airlines have a "Use It Or Lose It" policy for nonrefundable tickets. Under this policy, passengers who are not able to fly as their ticket is booked will lose the full value of the fare unless they rebook before the flight takes place. The rebooking will require a fee and commitment to a specific future flight and date certain. Previously, passengers could take up to a year to determine a date and pay a fee to rebook. Now, for many airlines, carrying a flight credit is no longer permitted. When purchasing tickets, travelers are responsible to be aware of all the terms and conditions prior to confirming the purchase.

If refunds are not available, but the same person has an occasion to travel again, an attempt should be made to schedule the traveler on the same airline and use the original ticket (it may be necessary to pay a rebooking fee). The traveler's department should retain the unused ticket for a minimum of one year. Some airlines may honor an unused ticket beyond one year, so the Travel Coordinator or travel agency should always make an inquiry of the airline. As a final step, a letter should be sent to the airline president requesting an additional extension. The tickets should only be forfeited when a written denial is received.

Lost or Stolen Airline Tickets:

Ticketless, or “e-ticket” travel is available for most airlines. E-ticket traveling is encouraged because it is convenient and reduces the possibility of lost or stolen tickets.

When printed tickets are issued, travelers are responsible for the safekeeping of airline tickets once they are received.

If a ticket has been lost or stolen prior to the start of a trip, the traveler, upon discovery, should report the loss to his/her Department Travel Coordinator who will assist in obtaining replacement tickets.

If a ticket is lost immediately prior to or during a trip, the traveler should seek direct assistance from the airline. In this situation, it may be necessary for the traveler to pay for replacement tickets, including administrative fees and a higher airfare charge. Upon return, the County may approve reimbursement of the replaced ticket expense. When seeking assistance, the traveler should also inquire with the airline about filing a lost ticket reimbursement claim. The claim should be submitted listing the County as claimant. If a County P-Card is used, reimbursement to the employee would not be necessary, but the reimbursement claim should still be filed on behalf of the County. If unsuccessful in recovering the cost from the airline, the Travel Coordinator should contact ESA Insurance at 408-441-4340.

TRANSPORTATION BY CAR – GENERAL GUIDELINES

Driver's Permit/License:

County travelers who drive any car on County business, whether a personal vehicle, a rented car or a County car, must possess a valid County Driver's Permit and California Driver's License, Please refer to Comprehensive Vehicle Policy, section "Driver Selection, Training, Driver Responsibility Statement, Permitting" (Board of Supervisors Policy Manual section 3.52).

Emergency Authorization:

In case of emergency, the head of any office, department or institution can authorize use of a vehicle without a County Driver's Permit. This is a one-time accommodation, and verification of emergency must be submitted to the Director of Risk Management, Employee Services Agency.

Accidents:

Should a car accident occur, a traveler should immediately contact:

- 911 for all injury and/or property damage accidents
- Local law enforcement authorities, as required
- County Risk Management Office, Insurance Division, at 408-441-4340 (if off-hours, leave message) or fax 408-441-4341
- Traveler's supervisor, (if major, as soon as possible; if minor, within 24 hours)
- If a rental, the car rental company
- If traveler's personal car, his/her insurance carrier
- For County vehicle, please refer to Comprehensive Vehicle Policy, section "Safety, Accident Prevention, and Accident/Loss/Damage Reporting" (Board of Supervisors Policy Manual section 3.52).

An accident checklist and vehicle accident report form can be found in Appendix F.

All travelers who will be driving a County car or rented car should take along the Santa Clara County Vehicle Accident/Incident Report form and the County's Certificate of Coverage. In the event of an accident, the report form must be completed as soon as possible. The Certificate will be required by local law enforcement authorities. The blank accident report form and certificate copy can be found in Appendices F and D.

TRANSPORTATION – CAR RENTAL

Car Rental Guidelines:

Upon arrival at the destination, travelers may rent a car when it is less expensive than other transportation modes such as taxis, airport limousines and hotel airport shuttles, or when a private car is needed for other reasons, e.g., ongoing work requirements or inadequate/unavailable ground transportation. A written justification is required on the Travel Authorization form. In the event that an unanticipated rental car is required or if any unusual high mileage usage results in higher rental car fees, then a written explanation with approval on a Travel Exceptions Form must accompany the expense claim.

When traveling within Santa Clara County, car rental is generally not a cost authorized for reimbursement. For special circumstances (e.g., emergencies) when a short term car rental is necessary for local travel, the traveler and department should refer to the County's Comprehensive Vehicle Policy (Section II (D) Short-Term Rentals) (Board of Supervisors Policy Manual section 3.52).

Car Rental Reservations:

Car rental reservations should be booked with the County's approved travel agency.

Preferred Car Rental Suppliers:

The County piggybacks on the State's rental car contract. All travelers on County business should use the state contract with a low base rate for compact or intermediate vehicle. For contract details, please visit State of California, Department of General Service's website, under "Travel Portal": <http://www.ofa.dgs.ca.gov/default.htm> If there are special circumstances that require rental cars from companies other than those the State contracts, prior approval is required on the Travel Exceptions Form with the quantification and justification of the increased costs to the County. In these exceptional cases, the Controller- Treasurer Department will review and compile the annual reports for the Finance and Government Operations Committee.

Promotional Rates and Inspection:

When transacting rental car, travelers should check with the rental agent for any promotional rates, government rates, last-minute specials or free upgrades, which would reduce County cost. At the time of rental, the car should be inspected, and any damage found should be noted on the contract before the vehicle is accepted.

Class of Car:

When traveling alone or in pairs, travelers should book mid-size cars or smaller, based on need. Upgrades are allowed if there is no additional cost, or when there are special circumstances, for example, medical needs, drivers with disabilities, etc. Such upgrades should be justified on a Travel Authorization; however, if pre-authorization is not acquired, the traveler will need to justify the upgrade on a Travel Exceptions Form. When traveling with a group of three or more, a full-sized vehicle may be necessary to

accommodate more travelers and luggage requirements. Rental expenses for luxury cars, motorcycles and recreational vehicles shall not be reimbursed.

Rental Car Insurance:

Travelers should decline the optional vehicle insurance offered by rental companies, as employee's operation of a rental car for County business is covered by the County's insurance program. For this reason, a spouse or traveling partner, who does not have a County driver's permit, cannot be added to the rental car policy as a driver since the rental car is covered by the County's insurance program. Note, however, insurance covering any personal side trips or additional driver is the responsibility of the employee. Rental companies will require some proof of vehicle insurance, and for this the traveler should carry the County's Certificate of Coverage (the traveler's own personal coverage may also be accepted by the rental company). A certificate copy can be found in Appendix D.

Exception: The traveler should not decline vehicle insurance in international locations when the rental agency confirms that the County's self-insurance is not applicable. Travelers should inquire about this possibility prior to traveling outside of the country.

Returning Rental Cars:

Every reasonable effort should be made to return the rental car as follows:

To the original rental city unless approved for a one-way rental

On time, to avoid additional hourly charges

With a full tank of gas. Fuel Service Option (FSO) or Fuel Purchase Option (FPO) should always be denied.

Within the mileage allowance. For rentals that have restricted mileage per day, County will not pay for fuel, mileage or additional charges associated with any side trips or used by guests or spouse.

Car Rental Expense Claim:

Reimbursement claims must include the original car rental receipt showing the date(s), number of days and type of vehicle rented and mileage. A credit card receipt alone is insufficient.

TRANSPORTATION – PERSONAL CAR

Please refer to Comprehensive Vehicle Policy – Business Use of Private Vehicles (*See Board of Supervisors Policy Manual section 3.52*).

Personal Car Guidelines:

Employees, if pre-approved, may use their personal car while traveling for business purposes when one or more of the following applies:

- Public transportation is limited or unavailable
- It is more flexible and timely than taking public transportation
- Expense is equal to or less than alternate transportation
- Employee is willing to accept reimbursement equal to the lowest price of reasonable transport
- For extended stays a department may authorize the use of an employee's car with reimbursement for mileage to/from the destination work site and other work-related uses.

Example:

An employee attending an out-of-town academy may be approved to use his/her own vehicle to travel to/from the lodging site and for daily trips to/from the training site.

Requirements for use of personal vehicle are detailed in the Comprehensive Vehicle Policy "Business Use of Private Vehicles" (Board of Supervisors Policy Manual section 3.52). Travelers must have a copy of their insurance certificate on file with their department travel coordinator.

Allowable Mileage Reimbursement for County Business Travel:

Reimbursement is allowed for personal car mileage for County business purposes which exceeds the normal home-to-work mileage:

- To and from the scheduled carrier service
- To and from destinations that do not have scheduled air service
- If scheduled air service is available but the traveler still prefers to use his/her personal car, mileage reimbursement will be based on "equivalent airfare," described below. County paid additional travel time should also be factored into the cost decision.
- For non-commuter transportation inside Santa Clara County. Reimbursable mileage is distinguished from commuter mileage, which is mileage from home to a regular, main or temporary place of work and back. Commuter mileage is not claimable, however certain labor agreements provide for an incremental mileage reimbursement to a temporary place of work provided that it exceeds regular commute mileage.

Pursuant to the Salary Ordinance relating to the compensation of persons in management positions of the County of Santa Clara unrepresented by recognized employee organizations, members of the Board of Supervisors and persons in designated management positions shall be paid a flat rate vehicle allowance per month. Board of Supervisors and designated management employees receiving the vehicle allowance shall not be eligible to claim mileage reimbursement for any miles traveled within Santa Clara County.

Mileage/Reimbursement Rate:

Travelers will be reimbursed for personal car mileage expenses for County business purposes, not to exceed established federal rates. Personal car mileage reimbursement covers the operating cost of the vehicle, such as cost of gas, oil, wear and tear, and needed servicing during the trip. To claim travel mileage reimbursement, travelers should use the Trip Expense Voucher. For non-travel related mileage reimbursement, travelers should use the Employee Mileage form. Please refer to Comprehensive Vehicle Policy "Business Use of Private Vehicles" (Board of Supervisors Policy Manual section 3.52) regarding document requirements for mileage reimbursement claims.

Current mileage rates can be found at <http://www.irs.gov/>. In addition, blank form samples and instructions can be found in Appendix F.

The County P-Card is not to be used for personal car mileage expenses, since the traveler assumes responsibility for personal vehicle expenses and will be compensated through mileage reimbursement. Also, the County gas credit card is allowed only for County vehicles and shall not be used for personal vehicle expense.

No advance will be provided for mileage reimbursement unless as an "Airfare Equivalent" (AFE).

Airfare Equivalent (AFE) Reimbursements:

Personal car mileage for travel is reimbursed based on the "equivalent airfare" (Airfare Equivalent, or AFE) when driving in lieu of traveling by air. This provision applies when the employee is traveling by personal car outside of the local area to a destination with scheduled airline service and mileage expenses would be more than the airfare equivalent.

In this case, the Trip Expense Voucher should show the amount for Coach Class airfare (per Y-Cal schedule or Travel Agency quote when Y-Cal is not available) to the same destination, plus the amount for avoided airport parking (at San Jose International Airport long term rates) and avoided mileage to/from the airport. Mileage reimbursement is thus covered in the total trip expense reimbursement. Note, for Equivalent Airfare, the Employee Mileage form is not used. See also Allowable Mileage Reimbursement for County Business Travel section, page 38. Current long-term parking rates and availability for San Jose International Airport can be obtained by calling the airport at 408-441-5570 or visit <http://www.sjc.org/>.

Personal Car Insurance:

Please refer to “Personal Car Insurance”, page 28.

Multiple Passengers:

When there is more than one County traveler in the car, mileage reimbursement will only be made once. Mileage reimbursement is made to the vehicle owner or driver, not to passengers. When the department has chosen group mode transport, e.g., a van for multiple employees, and an employee decides for personal reasons to travel separately on his/her own, then reimbursement will not be allowed. Please refer to Comprehensive Vehicle Policy that promotes carpools and prohibits non-County passengers on business use.

TRANSPORTATION – COUNTY CAR

Please refer to Comprehensive Vehicle Policy (Board of Supervisors Policy Manual section 3.52). Travelers who need to rent a County car must obtain a Travel Authorization number prior to renting a County pool vehicle. Please see “Obtaining Travel Authorization”, page 14.

TRANSPORTATION – OTHER GROUND TRANSPORT

Non-Air Travel:

Public carrier services, e.g., bus and train, are authorized means of travel, not to exceed the coach airfare or allowable mileage, whichever is lower.

Ground Transportation at the Travel Destination:

Ground transportation may also be required for moving to and from airports, bus or rail terminals, as well as between work, training or conferencing sites. Various types of transportation may be available for this, e.g., hotel and airport shuttle services, light rail, subway or bus, or personal/rented car. The most economical and appropriate form meeting the traveler's needs should be used.

Taxi Service:

Taxis may be used when time is of the essence or public transit or other common carriers are not reasonably available.

When taxi service is used, receipts are required if the taxi cost plus tip is over \$10. When asked for a receipt, taxi drivers will often hand a blank receipt to the customer. Travelers should ask the driver to fill out the receipt which should include the cab number, cost, including tip (if applicable), and the driver's signature.

See also Reimbursable Expenses section, page 50.

LODGING

Lodging Guidelines:

Lodging expenses will be reimbursed at the actual expense up to the lodging per diem rate plus hotel tax. If traveler desires to upgrade (e.g., a suite or room with a view), he/she will be responsible to pay the difference between the maximum reimbursement rate and the actual hotel expense. A valid, itemized receipt must accompany the lodging reimbursement claim.

Lodging Reimbursement Rate:

The maximum amount reimbursable for lodging as well as meals, which will be discussed in more detail in later section, will be based on the rates posted by the federal agencies indicated in the following table:

For Travel to:	Lodging and Meal Rates Are Established by:	Rate Tables Can Be Found at:
Within the continental US	US General Services Administration (GSA)	http://www.gsa.gov/ Includes 48 contiguous States and District of Columbia high cost locations Applies to short term travel (29 days or fewer) Use county code (www.naco.org , click "Data & Demographics under "About Counties") search when the city is not listed and to identify if the city is in a high cost county If neither city nor county is listed, use CONUS standard lodging/meal rate
Non-contiguous US or US possessions	US Department of Defense (DOD)	http://www.defensetravel.dod.mil/perdiem/ Includes Alaska, Hawaii and other U.S. territories Use other category if location is not listed Meal breakdown is 25% for breakfast, 30% for lunch and 45% for dinner of total daily meal County will only pay actual incidental expenses up to GSA limit (page 50)
Foreign destinations	US Department of State	http://aoprals.state.gov/ Listed in US dollars Use other category if location is not listed Multiple "M&IE Rate" by 90% for meals per diem Meal breakdown is 25% for breakfast, 30% for lunch and 45% for dinner of total daily meal rate County will only pay actual incidental expenses up to GSA limit (page 50)

When traveling within the eight Bay Area counties – Santa Clara, Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo and Santa Cruz, lodging is generally not a cost authorized for reimbursement. Travelers are expected to commute between the travel destination and work location or home each day. In unusual situations, such as attendance at meetings which occur early in the morning or late in the evening, reimbursement of such lodging costs must be justified and approved on the Travel Exceptions Form. The increased costs will be included in the annual reports to the Finance and Government Operations Committee.

Under special circumstances when specified per diem rates cannot be obtained or when the traveler is staying at the same hotel where the conference is held, exception to the maximum per diem rate will be granted per Chapter 301-11.300 of the Federal Travel Regulation (FTR), which provides that actual expense reimbursement is warranted “when lodging and/or meals are procured at a prearranged place such as a hotel where a meeting, conference or training session is held.” However, the maximum amount of reimbursement “is limited to 300 percent (rounded to the next higher dollar) of the applicable maximum per diem rate.” FTR Chapter 301-11.303. In such circumstances, a Travel Exceptions Form must be completed and approved.

Making Hotel Reservations:

Whenever possible, Department Travel Coordinator or traveler should secure lodging at the rates at or below the published federal per diem for the area. Some websites (www.hotel.idt.net, <http://www.hotelsatperdiem.com/>) offer list of hotels at or below GSA per diem rate for the destination city.

Always check special rates, e.g., government rate, conference or last minute specials, which would reduce County cost. If in California, inquire about exemptions from the local Transient Occupancy Tax (TOT). By local ordinance, some California cities exempt travelers on government business. If there is an exemption, you can save up to 12% on lodging costs depending on the local TOT rate. Almost all lodging operators will require an official, written claim for exemption. The form Exemption Certificate for Government Agencies serves as a TOT waiver. At the time of check-in, complete and show this form along with other proof, such as the County Employee ID card or County business card. A form sample is provided in Appendix F.

Hotel reservations can be made with the approved travel agency without additional service charge.

Arrival/Departure:

When a suitable business case can be made, travelers may claim lodging for the evening before or the last evening of an event. Reasonable transition time is allowed to arrive at the venue and return home comfortably, i.e., sufficient time to check in/out, adequate preparation time, appropriate travel time, and departure/arrival at reasonable times of the day.

Late Arrival:

Unless otherwise instructed, lodging for County travel should be booked for late arrival with the County's P-Card or the traveler's credit card. Traveler is responsible to coordinate late arrivals directly with the lodging vendor.

Additional Room Charges and Late Checkout Charges

Internet connection, honor refrigerator items, additional fee bottled water and late checkout charges will not be reimbursed unless a business reason is provided and attached to the final Trip Expense Voucher. Approval of such charges shall be provided as part of the final Trip Expense Voucher approval. Under no circumstances shall the County fund purchases of alcoholic beverages.

Sharing a Room:

County policy does not require sharing a room, however there may be occasions when either necessity or the event requires that a room is shared with a fellow County traveler of the same gender (who is also authorized to travel with lodging). Either traveler may claim the total expense, or each traveler may claim a prorated amount based on the multiple occupancy rate. In the former case, the Trip Expense Voucher must indicate the room was shared with a fellow County traveler and provide the traveler's name. In the latter case, duplicate bills must be obtained and submitted with each claim.

Hotel Cancellation Procedures:

Hotels normally require an advance deposit (normally prepayment for one night) or a guarantee by a credit card (County's P-Card or personal credit card). After a deposit is submitted or a guarantee is made, it is the traveler's responsibility to cancel hotel reservations within the hotel cancellation policy time frame and to obtain a cancellation number. The traveler will not be reimbursed for the deposit or guarantee penalty ("no show" fees) if he/she fails to make a cancellation notification.

MEALS

Note: This section covers travel related meal expenses. Business meals are covered in a separate policy, Non-Travel Business Meal Policy.

Travel Meals:

Travel-related meal expenses include meals consumed while traveling for business purposes on the County's behalf, as well as while attending training, education or conferences that require travel and the completion of a Trip Expense Voucher. Where a Trip Expense Voucher is not required, the County Non-Travel Business Meal Policy shall be followed. Travelers will be reimbursed for meal expenses, including tax and tips (tipping allowances can be found in Appendix E), not to exceed established rates.

Meal Reimbursement:

The County will reimburse for travel meals if the department approves an overnight stay (includes either partial or full travel day meals, as appropriate, on the day of departure and the day of return).

For Same-Day Travel (no overnight), meal reimbursement is allowed if the work plus travel causes an "extended work day." An "extended work day" is when the actual work plus travel causes the normal workday to be extended by two or more hours at either end.

Example:

Assuming an 8:00 a.m. to 5:00 p.m. workday, if work and travel time extend the day past 7:00 p.m., then a travel meal (dinner) would be allowed. For this example, if the traveler left his home at 6:00 a.m., breakfast would also be allowed.

Because of the unpredictability of commute traffic, the criterion based on a mileage radius or geographical boundaries is being replaced by the two-hour rule. However, this rule does not apply to regular overtime at the employee's normal work site. Travel meals are not the same as overtime meals. Both can not be claimed simultaneously for the same meal.

For Same-Day Travel with a destination outside of Santa Clara County, reimbursement will be allowed if the time away for travel exceeds five hours during the normal work day.

Meal Reimbursement Rates:

Travel meal reimbursement is for reasonable, actual costs including tax and tips (tipping allowances can be found in Appendix E), and shall not exceed the U.S. General Services Administration per diem rate (<http://www.gsa.gov/portal/category/21287>).

For multi-destination travel, the meal per diem rate used should correspond to traveler's lodging location of the day.

Please check GSA's website for current federal per diem rates for specific travel destination city or region, using "lodging per diem" for reference. Same as lodging per diem, a standard meal per diem rate for travel within the continental U.S. applies to any location not otherwise specified.

Board of Supervisors, and members of boards, commissions, committees and task forces advisory to the Board of Supervisors who are traveling in their capacity as members of the advisory body, must submit original detailed/itemized receipts reflecting the actual costs of meals for travel meal reimbursement.

Other travelers shall claim the actual meal cost, not to exceed the per diem rate, on the Trip Expense Voucher, but are not required to submit receipts for the travel meals, unless otherwise required for specific circumstances as provided in this Policy.

Two or More County Travelers Dining Together

If two or more County travelers are dining together, each traveler shall claim their own meal on their own Trip Expense Voucher, in accordance with the provisions of this Policy. County travelers are strongly encouraged to request separate receipts for their individual meals.

However, if a County traveler pays for the meal expenses of one or more fellow County travelers on his or her P-card, the other travelers may not claim reimbursement for that meal on their Trip Expense Voucher. The paying traveler shall document the names and business relationship of the fellow travelers on his or her Trip Expense Voucher. The business relationship shall indicate the County department in which each fellow traveler works.

Partial Travel Day Meal Claims:

For claimed meals that are based on a partial travel day (first or last day of overnight travel), the actual cost of the meal up to the GSA per diem rate shall be used. On the day travel begins or ends, if travel time occurs during a mealtime and a meal is not provided as part of the paid ticket, service or event (such as an airline meal), then the employee is entitled to the meal reimbursement. For an "extended work day" meal which can occur for Same-Day travel, see Meal Reimbursement section.

Meals Provided as a Part of the Program:

Employees are generally expected to take advantage of meals which are considered part of a conference, special event or program, and for which the cost is covered by payment for the event itself.

When a meal is provided as part of the cost of an event, employees will not be additionally reimbursed for the same meal unless it is not a substantial meal or if other business reasons can be explained. For example, a continental breakfast may not be substantial enough for employees with special dietary needs. In such cases reimbursement will be provided up to per diem rates, but only with an itemized receipt with explanation on a Travel Exceptions Form.

In addition, in cases where there is a legitimate reason to make alternate plans from the provided meal, the employee may submit written justification for reimbursement of the

cost of a separate meal and include the receipt with the final Trip Expense Voucher. The final Trip Expense Voucher approver shall decide if reimbursement is appropriate on a case-by-case basis.

Alcoholic Beverages:

Expenditures for alcoholic beverages including related tax and tip **will not be reimbursed.**

Meals at Protocol Events:

There are times when traveling on County business, when meals are served in conjunction with authorized protocol events where the County traveler is representing the County and/or has hosting responsibilities. The exception approver may provide case-by-case approval on a Travel Exceptions Form for exceptions to rate limits when there is not a price choice, the traveler has no control over the location selected, or other appropriate justification for the expense can be provided. See sections Requests for Exception and Approval of Exception, page 19.

Meals Purchased with P-Card:

If P-Card is used to purchase meals, itemized receipts are required regardless of the amount spent, and reimbursement will be based on actual receipt amount (the same amount as shown on P-Card statement and assuming no alcohol is purchased), not to exceed the federal per diem rate.

Meals for Clients or Minors in Escort

Meals paid for clients or minors will be reimbursed at actual cost including tax and tip (tipping allowances can be found in Appendix E), and shall not exceed the U.S. General Services Administration per diem rate for County travelers. County traveler claiming for such actual expense reimbursements must submit itemized meal receipt for the clients/minors.

MISSING RECEIPTS

When a traveler is required by this Policy to submit an itemized receipt for a travel expense, the County recognizes that the traveler may inadvertently not have a receipt for a particular item. Traveler is responsible for contacting the vendor, if possible, to request a duplicate receipt. Traveler shall document the name of the individual with whom he or she spoke and the contact date. On rare occasions, when a good faith effort to obtain a receipt is unsuccessful, a Missing Receipt Affidavit may be used in conjunction with the Trip Expense Voucher. All information must be completed on both the Voucher and the Missing Receipt Affidavit. Both the Approving Official and fiscal officer for the claimant shall approve the Affidavit.

For purposes of the Missing Receipt Affidavit for members of boards, commissions, committees, and task forces advisory to the Board of Supervisors, the Approving Official shall be the County Executive or involved Elected Official or Department/Agency Head for the department overseeing the advisory body and the fiscal officer shall be that department's fiscal officer.

For purposes of the Missing Receipt Affidavit fiscal officer approval, the Chief Operating Officer shall be the fiscal officer for all Board members and Board office staff.

For a missing receipt amount over \$50.00, a department/agency head (or Board member for Board of Supervisors' staff) signature is also required on the Affidavit, with the exception noted below.

- For all elected officials and board appointees, because the Chief Operating Officer either signs the Affidavit as the approving fiscal officer or reviews the Missing Receipt Affidavit during his scheduled review of the Final Trip Expense Vouchers, no additional department/agency head signature is required for missing receipt amounts over \$50.00.

The Missing Receipt Affidavit may not be used on a routine basis. Repeated use of a Missing Receipt Affidavit may revoke the privilege of providing a declaration in lieu of a receipt. The approving fiscal officer shall notify his/her department/agency head, elected official, or Chief Operating Officer, as applicable, if a claimant develops a record of repeated uses of the Missing Receipt Affidavit.

INCIDENTAL AND OTHER REIMBURSABLE EXPENSES

Reasonable and necessary costs for other travel expenses will be reimbursed when supported by itemized receipts (only required if item is more than \$10.00) or other appropriate documentation. Such expenses may include the following:

Registration fees

Taxi, shuttle, public transit fares, etc., for transport to/from departure point (e.g., airport), or between business sites at destination location

Bridge, road or ferry tolls, etc.

Fuel for rental cars

Parking (airport parking – when the expense for short-term parking is expected to exceed the one-day rate of long-term parking fee, traveler should use long-term parking. County will reimburse traveler up to the daily long-term rate).

Costs directly linked to the program or subject matter of a business meeting/function. Traveler must note purpose of expense on the claim. Examples of such costs include the following:

- ✓ County business calls
- ✓ Faxing
- ✓ Copying
- ✓ Postage
- ✓ Printed materials, tapes, training material that may be available for sale at the meeting (if claimed as a travel expense; Departments may elect to purchase through other [non-travel] payment processes.)
- ✓ Other business related travel expenses determined to be reasonable and necessary by the approver and the Controller-Treasurer

Personal phone calls - The County will reimburse employees for reasonable personal phone call expenses. Travelers must use discretion, e.g., reasonable duration to call home, and the number of calls should be kept to a minimum (i.e., one call per day unless unusual circumstances).

Incidental expenses up to the GSA per diem limit (currently at \$5 per day): Chapter 300, Part 300-3, Section 300-3.1 in the Federal Travel Regulation, under Per Diem Allowance, describes Incidental Expenses as: “Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.” The County will reimburse travelers for a reasonable amount of incidental expenses where these are usual and customary. This does not include tips for meals as they are included in the daily per diem meal allowance. (Tipping allowances can be found in Appendix E.)

Laundry and dry cleaning - Charges may be included when traveling in excess of five consecutive days on County business, or in emergency circumstances (include description and justification of emergency on the Travel Exceptions Form with claim request).

Currency conversion fee

Non-Reimbursable Expenses:

The following incidental and personal expenses are generally **not** allowable for reimbursement:

Traffic and parking violations, also refer to Comprehensive Vehicle Policy for vehicle user responsibilities (*See Board of Supervisors Policy Manual section 3.52*)

Mileage for County vehicles

Mileage traveled within the County for Board of Supervisors and designated employees receiving a vehicle allowance

Mileage for commute to work

Emergency repairs on non-County vehicles

Car rental insurance and Fuel Service Option (FSO) / Fuel Purchase Option (FPO)

Insurance not provided for under this policy/procedure

Alcoholic beverages

Refreshments and snacks

Medicinal remedies, health supplies, cosmetics

Personal entertainment, e.g., in-room movies, saunas, fees for exercise room, sports events, personal reading material, personal grooming, optional tours, souvenirs

Airline club membership fees and credit card fees

Childcare fees

Kennel/boarding fees

Tips that exceed County allowances

Expenses related to vacation or personal time while on business trip

Personal travel expenses that cause additional cost to the County

Expenses related to an employee's family member or friend accompanying the traveler on business trips

Other incidental expenses that are determined to be of a personal nature, extravagant, or might be considered to be unreasonable or unnecessary

PAYMENT METHODS

General Guidelines:

Payment for authorized travel is provided in several ways. These include the following

- County direct payment to vendor
- County P-Card
- American Express Business Travel Account (BTA)
- County gas credit card
- Direct payment by traveler and subsequent reimbursement from the County
- Through payroll for business (non-travel related) mileage

Blank form samples and instructions can be found in Appendix F. Also see Advances and Use of P-Cards section, page 26 and Expense Reporting section, page 59.

County Direct Payment to Vendor:

The County can pay vendors directly, either in advance or after-the-fact, based on documentation submitted to the Controller-Treasurer Department. Requests for advance payments as well as after-the-fact payments to vendors are submitted on the Trip Expense Voucher with Travel Authorization copy attached.

County Procurement Card (P-Card):

Travelers may use a County P-Card, issued by the Procurement Department. This is a credit card issued in the name of Santa Clara County and assigned to authorized individual employees of Santa Clara County.

Employees who travel frequently may request a County P-Card through their supervisors. Applications that have been approved by the traveler's department are forwarded by the agency/department P-Card Coordinator to the Procurement Department for registration. The County P-Card allows a traveler to cover certain costs without paying out of pocket. County P-Cards are intended for business use and shall not be used for personal expenses under any circumstances. P-Card holders may not request travel advances.

Employees are responsible for promptly providing proper supporting documentation for P-Card payment processing, as detailed in the County Procurement Card Program Manual. Failure to do so may result in suspension or cancellation of charge privileges. It is important to remember that the use of a P-Card as a payment method does not eliminate the need also to file a timely final expense report and submit it to the traveler's department within 14 days after completion of the business trip. When filing both P-Card and the expense report, the original receipts and other supporting documentation go with the P-Card report; copies are to be submitted with Trip Expense report.

For information on using the P-Card for travel as well as detailed information and instructions regarding the P-Card Program, see the County Procurement Card Program Manual.

American Express Business Travel Account (BTA):

The County maintains a special credit card travel account with American Express which must be used for all air travel through the State Contracted airfare programs. The American Express Business Travel Account, or BTA, is also available for other airfare (or common carrier) travel expenses which are booked through the County approved travel agencies.

County Gas Credit Card:

Gas credit cards issued to the County may only be used to purchase fuel and oil in County owned vehicles. Use of County gas credit cards for expenses associated with the use of personal vehicles is prohibited, regardless of whether or not the use of the personal vehicle was for authorized County business. Please refer to Comprehensive Vehicle Policy “Fueling County Vehicles”. (See Board of Supervisors Policy Manual section 3.52.)

Direct Payment by Traveler, Reimbursement:

The County will reimburse travelers who pay for authorized expenses through personal means such as a personal credit card, merchant card, check, or cash. The reimbursement request, Trip Expense Voucher or petty cash request should be accompanied by receipts and/or other documentation, and must be submitted within 60 days from travel ending date to qualify for reimbursement. Please refer to “Reimbursement of Expenses” on page 62.

Mileage Reimbursement through Payroll:

No advance will be provided for mileage reimbursement unless as an “Airfare Equivalent” (AFE).

Personal mileage incurred while traveling for County business must be reported on the Trip Expense Voucher along with other travel expenses (i.e. meals, car rental, registration, etc.).

Personal mileage incurred without other travel expenses is paid through the payroll system (unless Airfare Equivalent rules apply, described below). Please refer to Comprehensive Vehicle Policy “Business Use of Private Vehicles” claims submission timeline. (See Board of Supervisors Policy Manual section 3.52.)

Personal car mileage for travel is reimbursed based on the “equivalent airfare” when driving in lieu of traveling by air. This provision applies when the employee is traveling by personal car outside of the local area and mileage expenses would be more than the airfare equivalent. In this case, the amount for Coach Class airfare to the same destination (per Y-Cal schedule or Travel Agency quote when Y-Cal is not available), plus avoided related costs (e.g., airport parking [at San Jose International Airport long-term parking rates], mileage to/from airport) is shown on the Trip Expense Voucher along

with the other travel costs. In this way, the mileage reimbursement is covered through the total trip expense reimbursement. No mileage claim is submitted to payroll.

See also Transportation-Personal Car section, page 38-40.

Use of Petty Cash:

No portion of the travel expense may be reimbursed via petty cash if the travel included air transportation, car rental, lodging, or if any meal is to be reimbursed at an amount above the per diem rate.

For miscellaneous, out-of-pocket travel expenses \$25.00 or less (for example, toll bridge or parking costs), reimbursement can be made through petty cash, but receipts are required for all petty cash individual expenses even if less than \$10.00.

For these small claims, basic travel information (date, time, destination, purpose) is documented on the petty cash request itself, which will serve as the required trip expense report. Otherwise, claims are handled through the regular trip expense report process.

INTERNATIONAL TRAVEL

Travel Notices, Emergencies and Other Important Information

Prior to any travel, particularly outside of the continental U.S., the traveler is advised to be aware of any risks associated with the travel. Several key reference sources may provide general information on travel advisories and specific information on the risks and precautions concerning the travel destination. These sources include without limitation:

U.S. State Department: <http://www.state.gov/travel/>

U.S. Department of Homeland Security:

http://www.dhs.gov/dhspublic/theme_home3.jsp

Centers for Disease Control and Prevention: <http://www.cdc.gov/travel/>

World Health Organization: <http://www.who.int/ith/>

U.S. Department of Agriculture: <http://www.aphis.usda.gov/travel/>

If there is an emergency (e.g., geo-political, health related or any other unforeseeable situation) in the foreign country during the travel, the employee must contact his/her direct supervisor/manager as soon as possible to advise the supervisor/manager of the situation and receive appropriate direction. An employee may request or may be directed by an authorized supervisor/member of management to immediately return to the continental U.S. for work as soon as possible under the circumstances. An employee's refusal to follow a reasonable directive or refusal to cooperate with reasonable efforts to return the employee back to the continental U.S. or other designated location may be considered insubordination and subject the employee to disciplinary action up to and including termination.

Foreign Currency:

Foreign currency may be purchased at U.S. banks, foreign exchange firms, foreign exchange facilities at airports, at the hotels, and selected merchants. When purchasing foreign currency, ensure an imprinted receipt is obtained and submit with expense report for reimbursement. Most currency exchange operations include the currency exchange fee in the rate and do not separately charge the exchange fee. When the currency exchange fee is charged, it should be itemized on the receipt. Reimbursement for the exchange fee should be claimed as a miscellaneous item on the expense reimbursement form. Foreign currency used for meals, transportation, and other expenses should be claimed for reimbursement using the exchange rate excluding the exchange fee (when exchange fee is charged separately). When exchange fee is not separately charged, the exchange rate use for expense reimbursement must be the actual. When more than one exchange of the same type of foreign currency is made during the reporting period, a weighted average exchange rate (total U.S. dollars divided by total amount of foreign currency brought) must be used. All expenses must be recorded in U.S. dollars, with the currency conversion rate clearly noted on the expense report and on all support receipts.

Use of credit cards is also common for international travel. When personal credit card is used, the County will reimburse the expenses based on the actual charges billed to the

employee. A copy of the credit card statement with original receipt showing the actual transaction amount is needed for expense reimbursement claim.

LONG TERM TRAVEL

When employees temporarily travel to one duty location for 30 or more consecutive days, but less than 365 days, this is considered long term travel status and the regular per diem rates do not apply.

Any long term travel status must be pre-authorized by the department head and Labor Relations if it is not a provision of any existing labor contracts, with a letter detailing the lodging arrangement, requested meal per diem and other pertinent information.

The long-term per diem for both domestic and international travel will be based on 55% of the applicable federal per diem allowance and is applied when a person's original estimated travel is for more than 30 consecutive days but less than one year in one location. The long term travel per diem rate applies on the first day of travel.

RELOCATION (NOT TRAVEL)

If the employee will be away from their duty post for more than 365 days, then he/she is no longer considered on travel status. Beginning at the time the employee knows the duration will be greater than 365 days, it becomes relocation. Related expenses, if approved by the department head and Labor Relations, will be treated as moving and only expenses that qualify as moving expenses will be allowed and will be reported on employee's W-2.

EXPENSE REPORTING

General Guidelines:

Within 14 calendar days of return from a County business trip or official function, a final accounting of all expenses must be completed on a trip expense report (Trip Expense Voucher) and submitted to the traveler's department. This must be approved, as indicated under the Levels of Approval section on page 16 and submitted to the Controller-Treasurer Department within 21 calendar days of return from travel. The report is required even when no money is due. The accounting will be considered delinquent if not received by the Controller-Treasurer within 28 calendar days of the event. A pattern of delinquent accounting will be grounds for disciplinary action and suspension of future travel privileges.

Documentation Requirements:

For each travel occasion, minimum documentation must include a Travel Authorization, if written approval required or advance funds requested, a Trip Expense Voucher and pertinent supporting documentation for the final accounting which must be completed within 14 days of return.

In each department there should be a process in place that assures prompt review and approval of trip expense reports so they can be submitted timely for payment.

When individual or aggregate claimed expenses on final Trip Expense Voucher exceed 5% or \$100, whichever is higher, of authorized amount on the Travel Authorization, or expenses not previously authorized (such as additional travel days, hotel nights, airfare, and/or rental car not shown on original Travel Authorization) are claimed, travelers need to obtain same management level of approval from the department for the adjusted amount. Original authorized amount should be kept visible and the approver needs to initial next to the adjusted amount noted with the subsequent approval date.

The review of Trip Expense Voucher reports should include the following important checks:

All expenses are reasonable, necessary and consistent with guidelines stated in this manual

Reports are submitted within the required time frames

Any amounts due to the County are reimbursed

Claims are complete, totals are accurate:

- ✓ An accounting of all expenses, no matter how they were paid
- ✓ Itemized listing of all expenses
- ✓ Amount of cash advance, if issued
- ✓ Name and location where the event took place
- ✓ Reason for business travel
- ✓ Date/time of departure and date/time of return
- ✓ Referral to separate mileage claim, if applicable

- ✓ Detail of meals, including names and business relationship of fellow County traveler(s) or guests whose meals are included in the claim
- ✓ The final disposition is correct, i.e., balance due to employee or balance due to County

Required supporting documents and receipts are attached. Blank forms and instructions can be found in Appendix F. The following documentation is required, if applicable:

- ✓ Copy of approved travel authorization
- ✓ Invoice and trip itinerary from vendor or travel agent, if applicable
- ✓ Copy of Extended Travel/Saturday Night Stayover Reimbursement Request
- ✓ Passenger copy of used plane/public carrier ticket, if applicable
- ✓ Car rental – original car rental receipt showing the dates and number of days, mileage driven, and type of vehicle rented (the credit card receipt alone is insufficient); copy of request justification for using rental car if it was not stated in the approved travel authorization; written explanation of any unusually high mileage
- ✓ Event brochure or agenda for conference, training, special event, including supplemental pages (if any) that have price information
- ✓ Hotel bill or statement, even if vendor was paid directly or on an estimated basis
- ✓ Receipts for non-meal expenses greater than \$10.00
- ✓ Detailed receipts for meal expenses
 - ✓ Board of Supervisors, and those traveling in their capacity as members of boards, commissions, committees and task forces advisory to the Board of Supervisors, must submit original detailed/itemized receipts for all meal expenses.
 - ✓ For all other travelers, detailed receipts for meal expenses required if P-Card is used, claim for meal exceeds the per diem amount, or when meal is purchased for clients or children in escort or because of special dietary needs, excluding alcoholic beverages; written explanation on a Travel Exceptions Form is required if receipt does not provide detail.
- ✓ For expenses incurred by an official guest of the County, include the name of the guest, the guest's affiliation, and business purpose for the guest's expenses
- ✓ SAP Journal Entry Number of deposit that shows excess funds were returned to the County
- ✓ A written explanation if reporting any travel cost which may appear to be unusually high, questionable, or when exceptions have been authorized
- ✓ Approved Travel Exceptions Form(s), if applicable

Trip expense report is properly signed by the traveler with the approver's signature. Any alteration on claimed amounts should be duly signed and subsequently approved.

Proof of attendance, and copy of continuing education credits certificate when applicable.

The staff processing the travel claims are required to update the following reportable items, if applicable:

1. additional costs and justifications by Department Head if there are more than three (five from SSA or VMC) travelers attending the same seminar or workshop (see requirements noted on page 9);
2. additional costs and justifications by departments if the travelers use rental car companies other than the state contracted parties (see requirements noted on page 36);
3. additional costs and justifications by departments if the travelers incur lodging expenses within the eight Bay Area counties as specified on page 44; and
4. Any other applicable situations.

Reimbursement from Outside Source:

Sometimes County travelers are able to claim all or a portion of the reimbursement from a non-County source. There are two ways to handle the reimbursement:

The traveler can submit a full claim for County reimbursement and turn over the outside reimbursement to the Controller-Treasurer.

Alternatively, the traveler can keep the outside reimbursement and deduct the amount from the County reimbursement claim.

With either treatment, the source of the additional funding should be noted on the claim.

Out-of-County Trials:

County employees who are participating in a trial are provided an allowance of \$10.00 per working day when the following conditions are met:

The person is an employee of the Office of the District Attorney, Public Defender or County Counsel

The employee's out-of-county work on the trial is more than 7 working days in a pay period

The trial location is outside the county and beyond a reasonable daily commuting distance for the employee

The trial lasts longer than 20 working days

Claims for this allowance shall be submitted within 14 days following the conclusion of the trial and prior to the close of the fiscal year in which the trial concludes.

Out-of-State Transport of Prisoners:

Reimbursement claims related to out-of-state transportation of prisoners shall comply with related rules and regulations under the authority of the California State Board of Control.

Settling Expenses for Advances:

The Trip Expense Voucher shows total expenses, the amount charged to and paid by the County, and the amount advanced to the traveler. If the amount charged and advanced has not covered the actual expenses, the difference will be reimbursed to the traveler. Likewise, any overpayments resulting from the excess of travel advances over actual expenses must be repaid to the County when the trip expense report is submitted. The department should deposit the employee's reimbursement check and list SAP journal entry number of deposit to the Controller-Treasurer Department with the approved Trip Expense Voucher at the time of final accounting. If expenses and advances are equal, the report must still be filed.

Unused Advances:

Any advance warrants to the traveler which have not been cashed and are not needed should be provided to the Controller-Treasurer to be voided immediately following such determination. If an employee has cancelled his/her attendance at a conference for which payments have been made by the County and for which refunds are due by the vendor to the County, the employee/department should request those applicable refunds and turn them over to the Controller-Treasurer Department. The accounts originally charged for the expenditure will be credited (abated) for these refunds.

Delinquent Advance Settlement:

A Trip Expense Voucher and supporting documentation are due to the Controller-Treasurer 21 calendar days after completion of travel. If applicable, documentation should include the SAP journal entry number of deposit (showing funds were returned to County). If not received by the Controller-Treasurer Department within 28 days of return, the settlement will be considered delinquent. The Controller-Treasurer will send notification to the traveler and Department Travel Coordinator that settlement is due. If there is no response after the initial notice and two subsequent 30 day notices (total 90 days from date of return), the County is authorized to deduct the entire amount of the advance from the employee's wages, based on the employee's agreement when applying for the advance, and the traveler will not be eligible for an additional travel advance until existing unsettled advances have been resolved.

In addition, once delinquent, any unsettled advance shall be deducted from the final pay check of an employee leaving County service. The Travel Authorization has an authorization to this effect.

Reimbursement of Expenses:

Reimbursements for business related expenses that have been documented in accordance with these policies and procedures are tax-exempt.

One of the requirements for IRS's accountable plan is that traveler must adequately account for expenses incurred within a reasonable period of time. For travelers who paid upfront cost for their business travel, they must send the approved Trip Expense Voucher within 60 days from the travel ending date to qualify for reimbursement.

The processing of a claim should take no more than 5 business days once after being received by the Controller-Treasurer Department if no additional information is needed from traveler or department. All reimbursement will be sent via electronic funds transfer (Direct Deposit or ACH) to employee's bank account on file. An email will be sent to the employee indicating that the reimbursement has occurred. The employee is required to sign up for direct deposit (ACH) for travel expense reimbursement. Please contact department designated vendor master requester to create or change ACH information.

TRAVEL RELATED TO PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT

General Guidelines:

A professional development fund may be used for travel costs related to attendance at professional seminars and conferences, as provided in an applicable employment or labor agreement. Except as provided below, all reimbursements from a professional development fund that relate to travel shall follow policies and procedures contained in this Desk Reference Manual.

The taxability of any such reimbursement is subject to the existing provision of Section 127 "Educational Assistance Program" of the Internal Revenue Code. Employees must meet all Internal Revenue Service stipulations regarding appropriate expenses and required documentation. Employees are advised to obtain tax counsel concerning the reportability and deductibility of professional development reimbursements. Generally, educational expenses qualifying as job-related are not reportable by the County as income to an employee. There are some exceptions to this general rule, such as when the professional development fund is used to purchase goods or equipment the County does not own.

Travel Related To SCVMC P41 Physician Licensure and Certification Fund for Professional Growth and Development

This section of the County Travel Policy governs travel related to the P41 Licensure and Certification Fund.

For P41 physicians and podiatrists, Continuing Medical Education (CME) is a mandatory requirement under California law to maintain medical licensure. CME is pertinent to enhance the skills of the physician/podiatrist in order to provide medical care, research and administration. Each P41 physician or podiatrist may be reimbursed for tuition and professional development expenses up to a maximum of \$4,500 per fiscal year, prorated by the number of months employed. The unused balance, which may not exceed one year's allocation, may be carried forward into the subsequent fiscal year. However, the maximum amount available at any given time may not exceed \$9,000.

Travel Authorization

Advance written approval from SCVMC Chief Medical Officer (CMO), and the County Executive if appropriate, is required for all CME related travels.

Prior to any CME travel, a P41 physician or podiatrist must complete the Travel Authorization (TA) Form and the Travel Supplemental Form with supporting conference brochure/website information and documentation of estimated expenses as discussed below. The conference information provided must include the actual dates for conference seminars/sessions in addition to advertised conference dates that may include days for travel or other activities. All travel forms must be submitted to the CMO, and the County Executive as appropriate, and approval must be granted before the physician/podiatrist departs for the conference.

In order to complete the TA and Supplemental Forms, a physician/podiatrist must obtain price quotes to estimate travel expenses. Price quotes must be obtained from the County's authorized travel agency and travel must be booked using the County's authorized travel agency. However, if a lower price quote is found by the physician/podiatrist, both the County's travel agency quote and the quote from the carrier/provider with the lower price must be appropriately documented and included in the TA for advance approval in order for the physician/podiatrist to independently book the lower fare.

To attend a conference outside of the continental United States, a physician/podiatrist must first discuss the conference with the CMO for pre-approval prior to completing the TA and Supplemental Forms. Upon the CMO's preliminary approval, the physician/podiatrist may then complete the TA and Supplemental Forms for the CMO's signature and then the forms must be forwarded to the County Executive for final approval prior to travel. Please refer to Travel Authorization on page 14 for more details.

Travel Reimbursement

CME travel within the continental United States (US) will be approved for full reimbursement of appropriate expenses provided the documentation is complete and turned in on schedule. Reimbursement for CME travel outside of the continental US may be permitted and reimbursed if it is determined in the discretion of the CMO and the County Executive to be pertinent to enhance the skills of the physician/podiatrist in order to provide medical care/research/administration and it is approved in advance of travel. Requests and reimbursement for travel outside of the continental US will be handled on an individual basis.

For lodging, a physician/podiatrist should stay at the designated conference hotel and will be reimbursed at the conference hotel rate, as stated in the "Lodging Reimbursement" exception section. Any upgrade will be at the traveler's own expense. Couples who are both employed by the County and attending the same conference will receive shared reimbursement (one half each) for lodging.

Requests for overnight stays the evening before the start of the conference must be pre-approved and will be approved only if sufficient time is unavailable to travel the first day of the conference. Requests for overnight stays the evening of the last day of the conference will be reviewed and will be approved only if it is impractical to return home that evening. If the physician/podiatrist wishes to stay additional nights, the physician/podiatrist is responsible for those nights.

Meals will be reimbursed not to exceed per diem reimbursement as per County Travel Policy. Meal reimbursement will not be approved if meals are provided at the conference at designated times. If written justification on a Travel Exceptions Form is provided as to why meals provided at the conference were not consumed, the written explanation will be reviewed for possible reimbursement per the County Travel Policy.

Rental cars will be approved for compact models only and must be in the name of the physician/podiatrist pre-approved for travel. If a physician/podiatrist has a valid County of Santa Clara Driver's Permit, rental car insurance need not be taken and will not be reimbursed as County coverage will apply (refer to "Rental Car Insurance" on page 37). Fuel plans, upgrades, additional features, insurance for a spouse, additional passengers or a physician/podiatrist who does not have a valid County Driver's Permit, etc., *are not* covered and will not be reimbursed. Only one car per couple will be eligible for reimbursement if both are attending the same conference.

Expense Reporting

The physician/podiatrist should submit his/her Trip Expense Voucher with all required documentation to the appropriate Medical Administration Assistant (MAA) within 14 days of his/her return from travel in order for the Trip Expense Voucher to be timely processed and submitted to Controller-Treasurer Department within 21 days.

Proof of attendance and CME earned are required for all CME travel reimbursement.

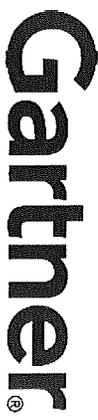
Since it may take months before a physician/podiatrist receives the CME certificate, a CME Credit and Attendance Certification Form (Appendix Q-7) indicating the traveler's participation must be submitted with the final Trip Expense Voucher should the CME conference form be unavailable. It is the responsibility of physician/podiatrist to ensure that copies of CME certificates are submitted to the appropriate MAA once available. The MAA must verify that information on the CME certificate matches information shown on the Attendance Certification Form, and must inform Controller-Treasurer Department if there is any discrepancy that warrants an adjustment of the travel expenses claimed. The Controller-Treasurer Department will deny reimbursement of expenses (including without limitation registration fee, hotel, meals, transportation and/or airfare if applicable) incurred on dates lacking proof of attendance and certified CME hours, even if the travel was initially pre-approved, unless an exception under this Travel Policy otherwise applies.

EXHIBIT “B”

Records Management System (RMS) Strategy and Procurement Support Proposal



GARTNER CONSULTING
Prepared for: Long Beach Police Department
October 11, 2017
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- **Investment Summary**
- **Appendices**
 - **A. Gartner Team Bios**
 - **B. Gartner Overview**

Understanding and Objectives

The Long Beach Police Department (“LBPD” or “Department”) is responsible for the public safety of one of the largest municipal communities in Southern California. The City of Long Beach (“City”) not only support its own resident population but the Port of Long Beach as well as adjacent public safety and justice partners.

LBPD and the City are rapidly improving its service capabilities by leveraging advances in technology to meet the evolving needs of its community. LBPD’s legacy Records Management System (RMS) has reached the end of its useful life and has limiting functional capabilities that are not aligned with the Department’s operational objectives. Further, recent State mandates are driving LBPD to improve the manner in which it collects incident and crime data to support effective NIBRS reporting.

LBPD maintains an array operational systems that may be greatly enhanced through the acquisition of a modern RMS. While LBPD desires to explore the opportunities a new RMS may provide it also wants to leverage existing technology where it is advantageous to do so.

These and other operational and technical opportunities for improvement are influencing the Department’s RMS replacement project.

LBPD is seeking a qualified, objective consulting firm to assist throughout the procurement lifecycle, that will include: needs analysis, requirements development and solicitation document/RFP creation. LBPD also requires support for vendor proposal evaluation and system selection.

Understanding and Objectives (Continued)

Gartner Consulting and our Public Safety and Justice Team have in-depth experience with RMS projects and the RMS vendor market and are experts in public sector procurement.

We bring our experience and proven sourcing tools and methodologies to the City of Long Beach to help the LBPD meet its project goals.

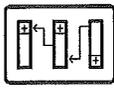
By engaging Gartner, LBPD can expect to accomplish the following:

- ✓ A thorough analysis of operational and technical needs based on current conditions and opportunities for improvement that may be satisfied through an RMS procurement;
- ✓ Detailed RMS requirements (functional, non-functional, system interface/integration) leveraging Gartner's understanding of the system technologies, the vendor market, and LBPD's system capabilities;
- ✓ A market-ready Request for Proposal (RFP) that effectively describes LBPD's project goals and objectives and drives consistent and comprehensive responses from the vendor community;
- ✓ And, a comprehensive, transparent and auditable vendor evaluation and selection process to support LBPD's selection of the most suitable vendor and solution(s) to meet the Department's project goals;

The following slides summarize Gartner's approach to supporting LBPD in this critical initiative and expand on our experience with similar client engagements.

Approach and Methodology

Gartner’s approach to support of effective RMS procurement is based on clear client objectives, a sound strategy and a consistent process. Our proposed support for the Long Beach Police Department’s RMS procurement project is founded on the following key steps:

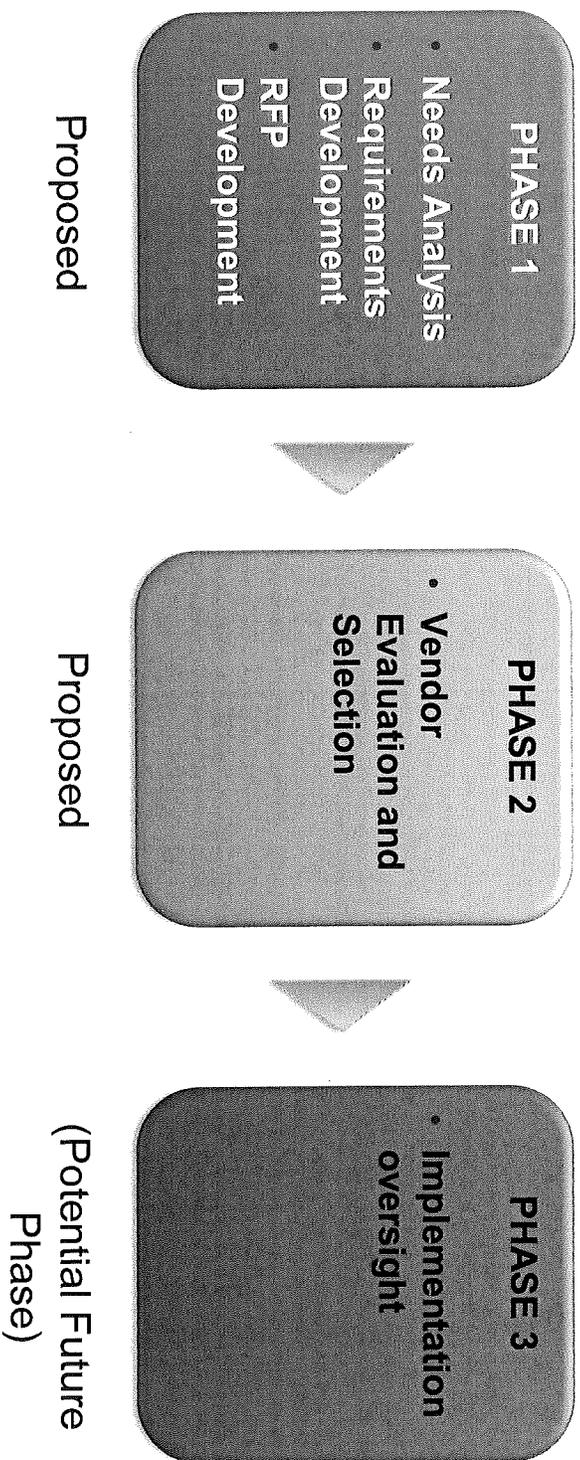
Work Step	Output and Benefit
 <p>Needs Analysis</p>	<p>Baseline understanding of LBPD’s current operational and technical environment, needs and opportunities for positive change</p>
 <p>Consensus Priorities</p>	<p>Departmental agreement on solution priorities as RMS procurement drivers; inclusive of RMS functional expectations</p>
 <p>Solution Strategy</p>	<p>Centralized plan for LBPD’s future state solution, inclusion of existing technology, procurement and implementation approach</p>
 <p>Effective Requirements and RFP Development</p>	<p>Leverage Gartner’s best practice use cases and requirements to align LBPD’s needs with what is readily available in market; clear articulation of the current state, project objectives, expected functionality, concept technical architecture and implementation plan</p>
 <p>Transparent Vendor Evaluation and Selection</p>	<p>Auditable, proven approach to effectively determining the solution that best fits LBPD’s goals and objectives</p>

Approach and Methodology

- Gartner will meet with key leaders and technical and operational representatives to gain an understanding of priorities and project objectives. We will review LYPD's current operational and technical landscape to identify opportunities for improvement and alignment with market and industry leading practices. We will consider existing Department technical capabilities and gaps to help inform the Department's procurement scope and approach.
- We will conduct a high level analysis of alternatives to consider how best to represent LYPD's objectives within the RFP. Choices may include integrating existing technologies, replacement or exploring replacement options through the procurement process.
- Gartner will leverage baseline RMS use cases, requirements and market information based on work products developed for similar engagements. We will work with the Department to update our baseline data based on the unique needs and characteristics of LYPD to develop Department-specific use cases, requirements and RFP content.
- Gartner will provide project-specific content, context data and narrative into the RFP development process and leverage leading practice RFP templates as needed. We will work closely with City Procurement to ensure City procurement policies and applicable content and templates are applied. LYPD and the City will own and manage the RFP finalization and release process.
- Gartner will support the vendor evaluation and selection process through the introduction of tools and process recommendations and develop a final Vendor Selection Report that will describe the process followed, decisions made and supporting justification.

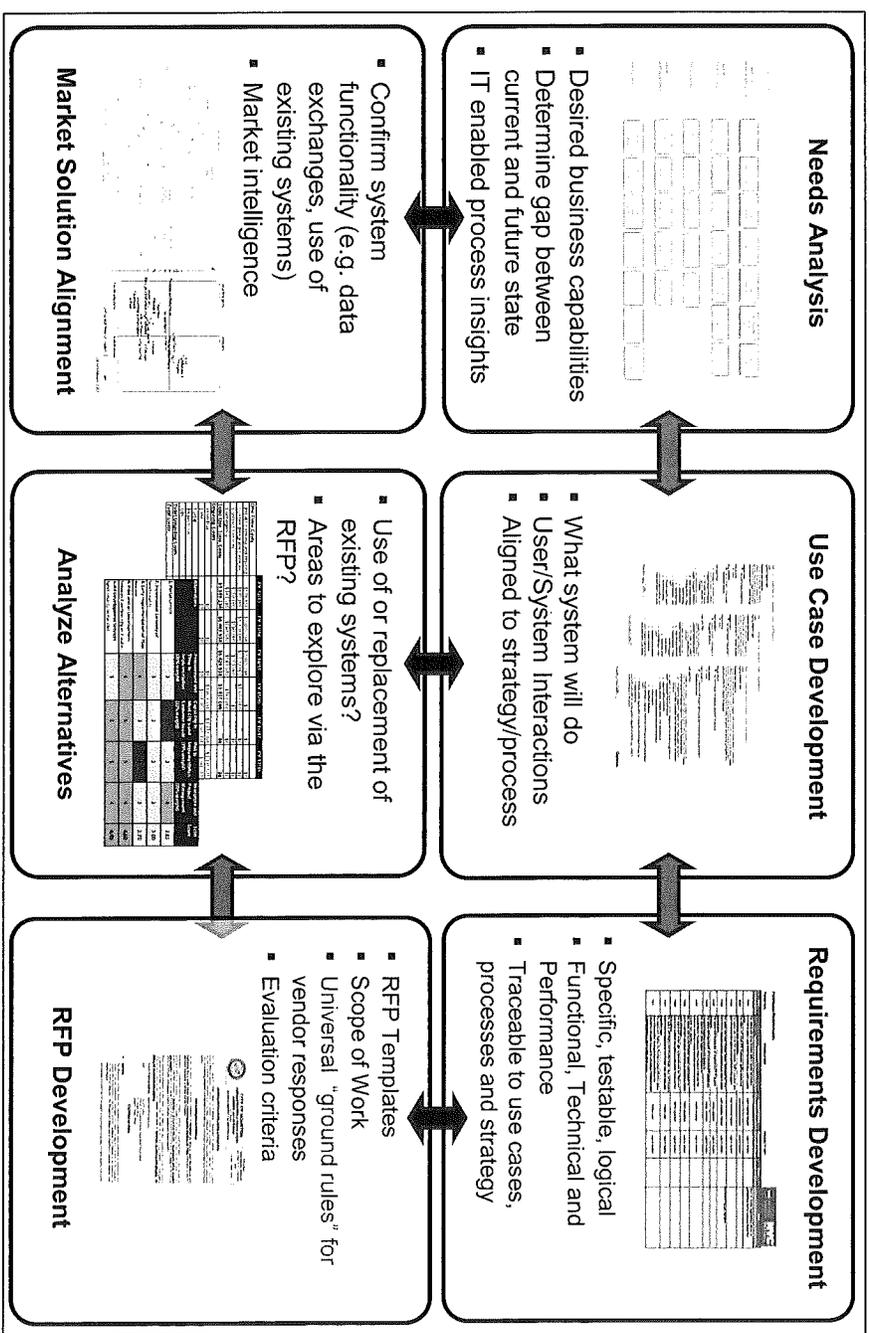
Approach and Methodology – Phased Approach

The proposed scope of work includes sequential phases to be considered by LBPD as needs develop. Phase one (proposed) includes, needs analysis, requirements and RFP Development. Phase 2 (optional) includes vendor evaluation and selection support. Phase 3 (to be defined) includes implementation oversight support.



Approach and Methodology – Integrated Work Tasks

Gartner’s work plan is based on discreet tasks with specific objectives. Our tasks are integrated with preceding, parallel and subsequent activities to ensure a cohesive result that effectively represents the consensus needs of the Long Beach Police Department

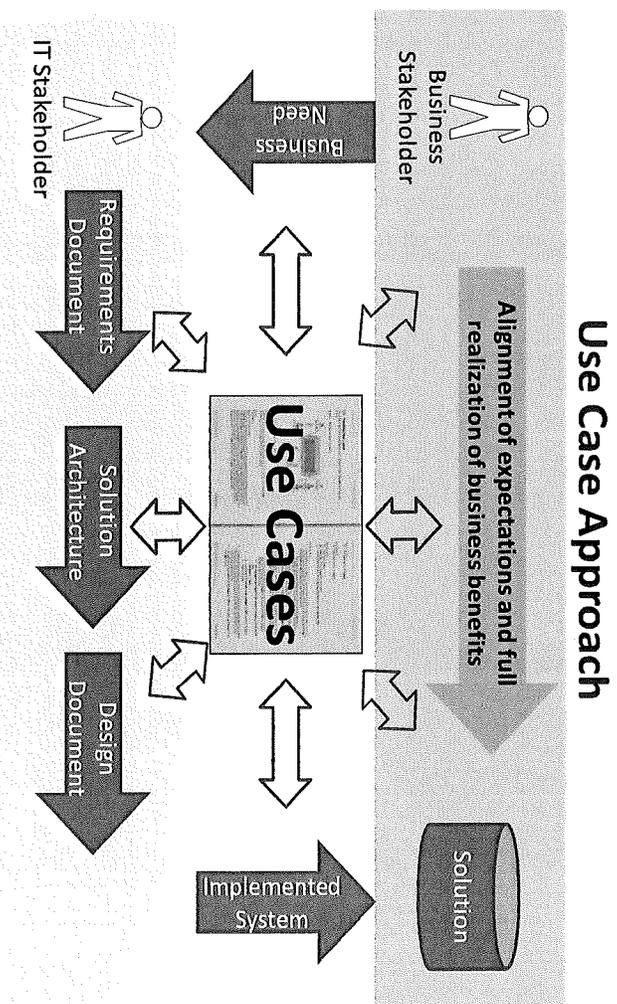


PHASE 1



Approach and Methodology – Use Cases Based Requirements

- Use Cases inform future-state process documentation and system requirements describing *what* the system must do to support specific client processes.
 - Use Cases *do not typically describe how* the system should behave
 - Use Cases are *user centric* – they take the perspective of a user (actor), as they interact with the system
- Each use case should focus on meaningful processes with well-defined start and end points
- Use cases encourage us to focus on alternate ways of reaching the business goal
 - Use cases provide a *business viewpoint*, rather than simply identifying raw individual requirements, enabling the client to compare solutions.
- Focus on business needs and objectives, not technology. Technology can inform discussions and analysis.

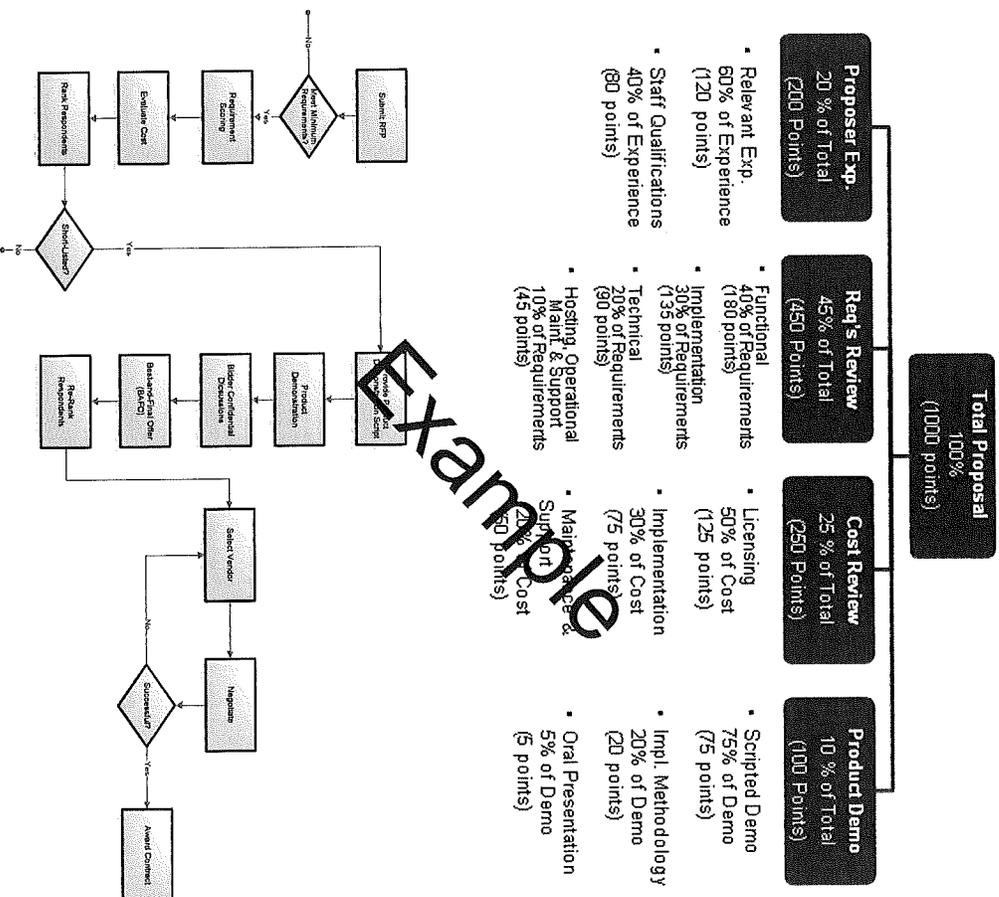


PHASE 1

Approach and Methodology – Vendor Evaluation and Selection

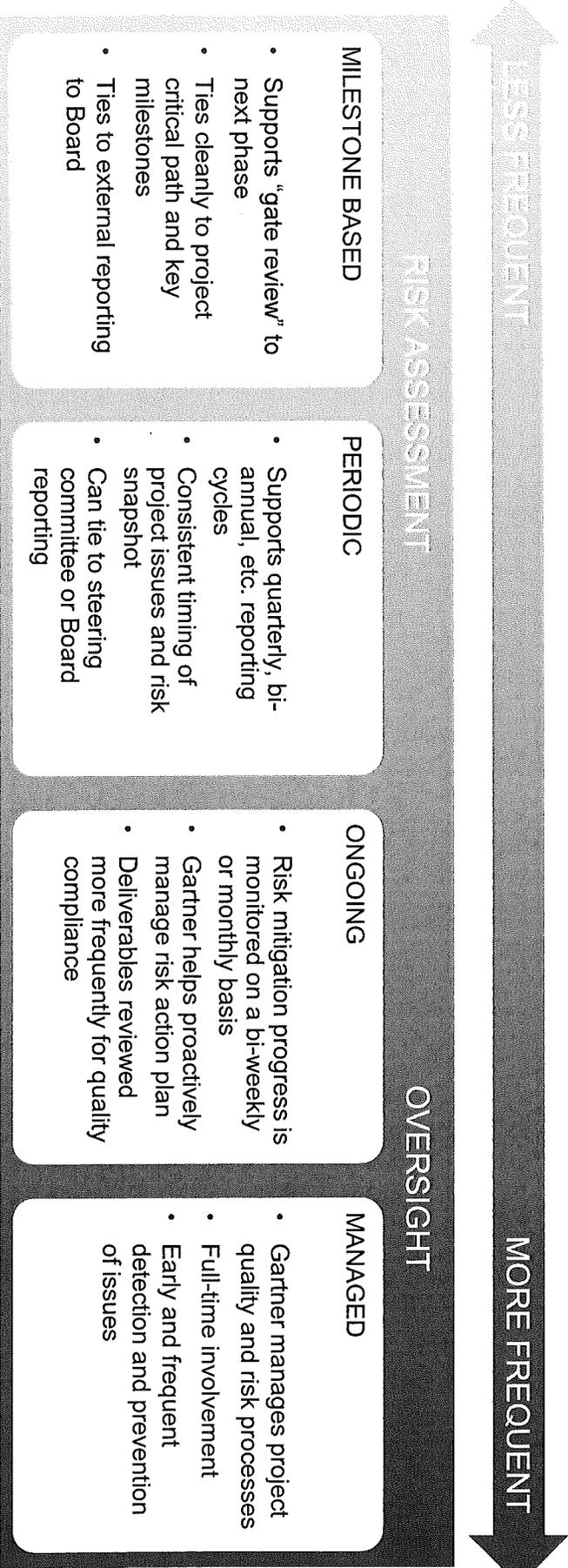
- Effective procurement process in support of LBDP's interests.
- To facilitate vendor evaluation, Gartner has a proven vendor scoring methodology that includes a set of detailed criteria and related weighting factors for assessing vendors' technical proposals.
- Our approach supports an effective, auditable process that protects the integrity of the City's procurement and project objectives.
- Gartner's in depth knowledge of the state and local government procurement landscape allows for efficient procurement execution.

PHASE 2



Approach and Methodology – Project Oversight and Quality Assurance

The right mix of assessment and oversight to each of our client's specific needs and risks.

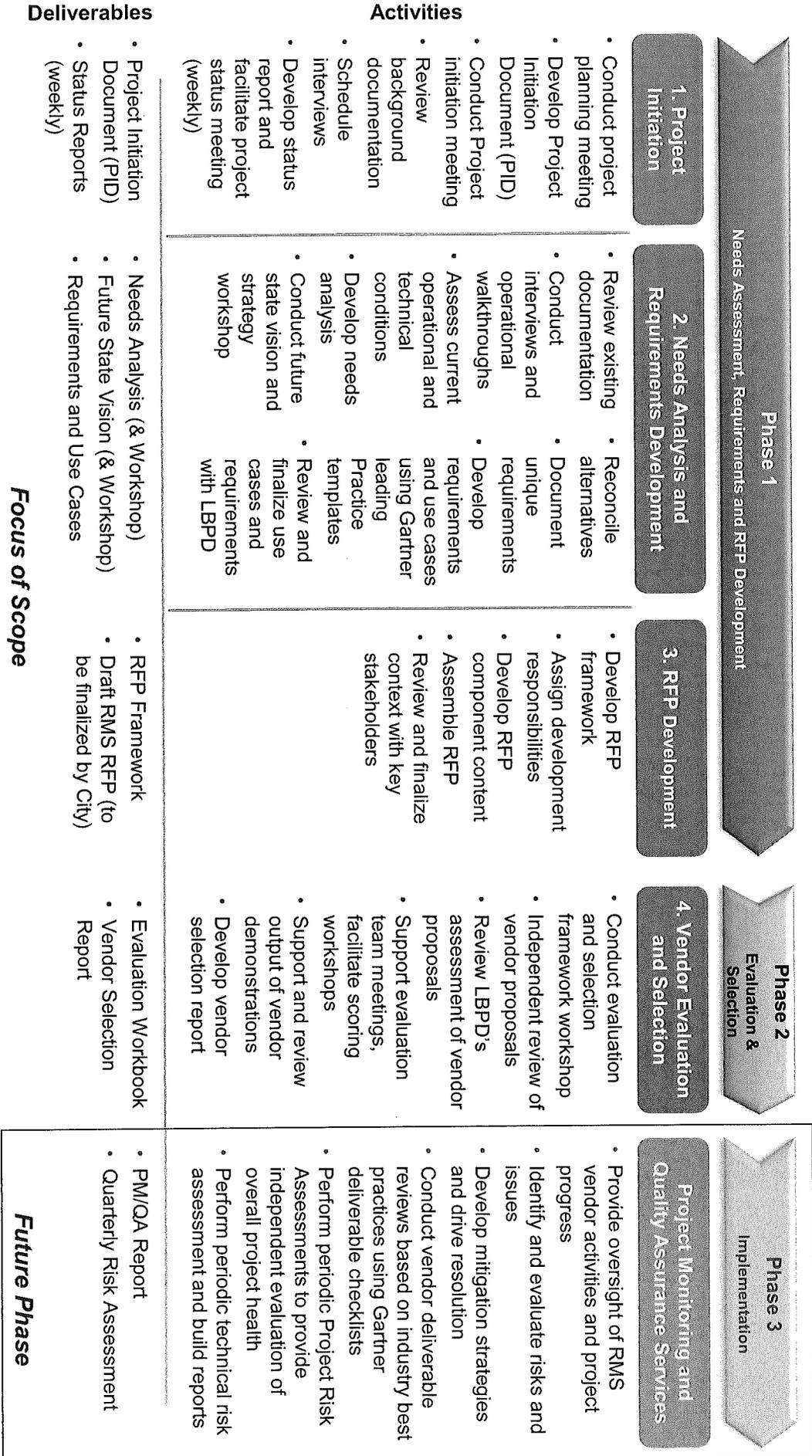


The Project / Program Risk Assessment solution is more geared towards milestone or periodic reviews throughout the duration of the project/program.

The Project/Program Oversight solution is more geared towards an ongoing, managed effort for the life of our clients' project/program.

PHASE 3

Summary Statement of Work – LBPD RMS Strategy and Procurement Support



Statement of Work Detail

Task 1: Project Initiation

Task 1 Summary

Objective:

- Set the foundation for a successful engagement that is delivered on time and within budget, and achieves LBPD objectives

Activities performed by Gartner:

- Conduct project planning meeting with LBPD PM to confirm stakeholders and map immediate next steps
- Develop Project Initiation Document (PID) with draft SOW, schedule and communication plan
- Conduct Project initiation meeting with stakeholders to finalize approach, plan and schedule
- Identify and provide relevant background documentation
- Schedule interviews and operational sessions with stakeholders
- Develop status report and conduct status meetings (weekly)

LBPD responsibilities:

- Schedule and ensure participation by stakeholders
- Provide background documentation
- Participate in Kickoff and Weekly Project Status Meetings

Deliverables and Timeframe

Deliverable(s):

- Project Initiation Document (PID), including:
 - Final SOW
 - Schedule
 - Communications Plan
- Weekly Project Status Reports and Updated Project Schedules

Timeframe:

- Week 1 (ongoing status reporting weekly through week 16)

Assumptions:

- 1 x 1 hour project planning meeting by teleconference
- 1 x 1 hour project initiation meeting by teleconference
- 1 x 1 hour formal kickoff conducted onsite during task 2
- LBPD will provide all necessary documents for review NLT the end of week 1
- 1 x 30 minute project status meeting by teleconference (15 total – weekly throughout project)

Statement of Work Detail

Task 2: Needs Analysis and Requirements Development

Task 2 Summary

Objective:

- Assess LBPD's project objectives, current state, operational and technical needs and key decisions to inform consensus RMS requirements

Activities performed by Gartner:

- Review existing documentation
 - Review existing documentation in preparation for interviews
 - Conduct interviews and operational walkthroughs with key stakeholders, operational and technical leads
 - Assess current operational and technical conditions to identify current benefits, gaps and opportunities for improvement
 - Develop needs analysis based on identified improvement areas
 - Conduct needs analysis briefing to validate findings with LBPD
 - Conduct future state vision and strategy workshop to align LBPD's needs with market capabilities
 - Reconcile alternatives where they exist and are relevant to the RMS procurement (included in future state visioning workshop)
 - Document unique requirements for confirmation and as baseline to requirements development process
 - Develop requirements and use cases using Gartner leading Practice templates; iterate and confirm with stakeholders
 - Review and finalize use cases and requirements with LBPD
- #### LBPD responsibilities:
- Confirm and schedule interviews
 - Support consensus on alternatives and direction forward

Deliverables and Timeframe

Deliverable(s):

- Findings and Needs Analysis (and Briefing)
- Future State Vision and Strategy (and Workshop)
- Requirements and Use Cases

Timeframe:

- 10 weeks (weeks 2 – 11)

Assumptions:

- Up to 12 x 1 hour stakeholder interviews onsite
- Up to 4 x 1 hour operational observation sessions onsite
- Interviews and observations will be conducted during one business week (any additional interviews requested would be conducted by teleconference)
- 1 x 2 hour Findings and Needs Analysis Briefing by teleconference
- 1 x 4 hour Future State Vision and Strategy Workshop conducted onsite; (this workshop will include review of alternatives for LBPD decision on forward direction)
- 8 x 2 hour use case development sessions conducted onsite
- 8 x 1 hour requirements validation sessions by teleconference
- 2 x 2 hour requirements review sessions by teleconference

Statement of Work Detail

Task 3: RFP Development

Task 3 Summary

Objective:

- Complete a market-ready RMS solicitation that is reflective of LBPD's objectives and will drive consistent, thorough vendor proposals

Activities performed by Gartner:

- Develop RFP framework based on appropriate use of City solicitation components, required elements and as needed, Gartner RFP templates
- Assign development responsibilities among Gartner and City based on City requirements project-specific development areas
- Develop RFP component content by assignment to include: project objectives, current state summary, statement of work, evaluation process and criteria, response instructions and any City-required elements
- Assemble RFP based on developed components
- Review and finalize context with key stakeholders

LBPD responsibilities:

- City will provide the City's RFP templates as appropriate and all required City procurement and process information, terms and conditions for inclusion in the RFP
- LBPD will finalize RFP through appropriate review cycles and oversight involvement and input (Gartner will facilitate a final draft RFP)
- Schedule and participate in workshops and RFP review sessions per the project schedule

Deliverable and Timeframe

Deliverable(s):

- RFP Framework
- Draft RMS RFP

Timeframe:

- 8 Weeks (weeks 6 – 12)

Assumptions:

- RFP information supporting City procurements is readily available and applicable for this solicitation per the project schedule
- 1 x 2 hour RFP framework workshop by teleconference
- Up to 3 x 2 hour RFP review workshops by teleconference
- Gartner will support up to 2 x 1 hour RFP review sessions by teleconference to support City stakeholder approval cycle
- 1 x 2 hour evaluation and selection framework workshop
- City is responsible for additional RFP review cycles as needed to finalize the RFP and any potential impacts to the project schedule

Statement of Work Detail

Task 4: Vendor Evaluation and Selection

Task 4 Summary

Objective:

- Support effective, auditable vendor evaluation and selection process that facilitates the selection of the most appropriate vendor solution to meet LBPD's RMS project objectives.

Activities performed by Gartner:

- Conduct evaluation and selection framework workshop to define the evaluation process with LBPD's Evaluation Team
- Independent review of vendor proposals as input to Gartner Evaluation Workbook used to analyze and track vendor responses
- Support vendor Q&A based on output of proposal review
- Review LBPD's assessment of vendor proposals to confirm consistency with evaluation process and effective conclusions
- Support evaluation team meetings, facilitate scoring workshops as appropriate and in line with City procurement rules
- Support and review output of vendor demonstrations through input to demonstration scripts and updated vendor scoring
- Develop vendor selection report to document process and RMS vendor selection decision

LBPD responsibilities:

- Schedule and participate in meetings per the project schedule
- Schedule and facilitate vendor demonstration process
- Provide summary evaluation, scoring and decision process information to Gartner as input to vendor selection report

Deliverables and Timeframe

Deliverable(s):

- Vendor Selection Report

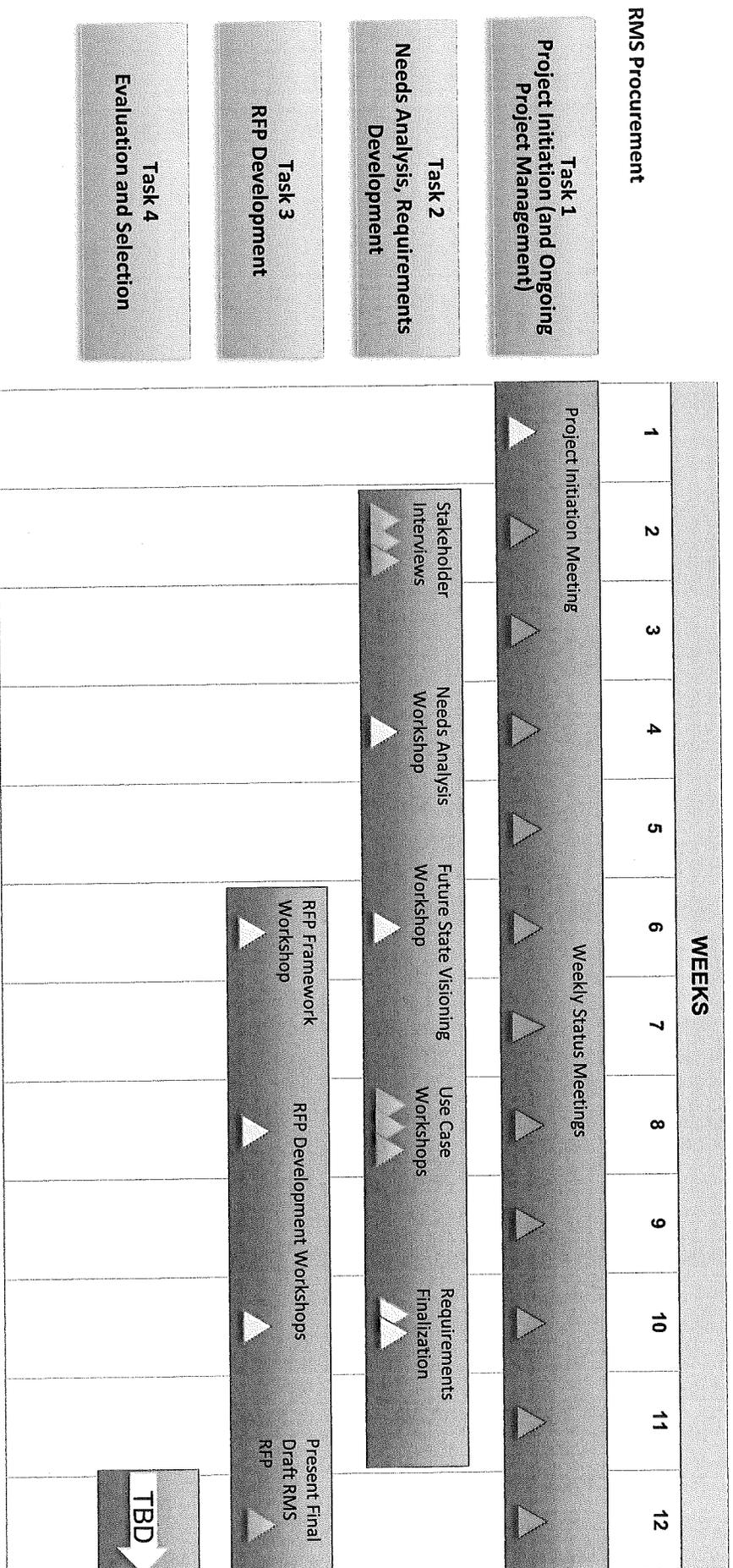
Time frame:

- 8 weeks (assumes 8 week vendor response period)

Assumptions:

- Will support up to two (2) Q&A cycles remotely
- Will review up to five (5) vendor proposals
- Will support up to 3 consecutive days of proposal assessment workshops onsite
- Will participate in demonstration by up to two (2) finalist vendors; one (1) business day per demonstration/vendor; within one contiguous week
- Will review vendor questions and provide input to City's process; City will manage the Q&A process
- Gartner will review Evaluation Team's findings related to proposal review

Proposed Project Schedule

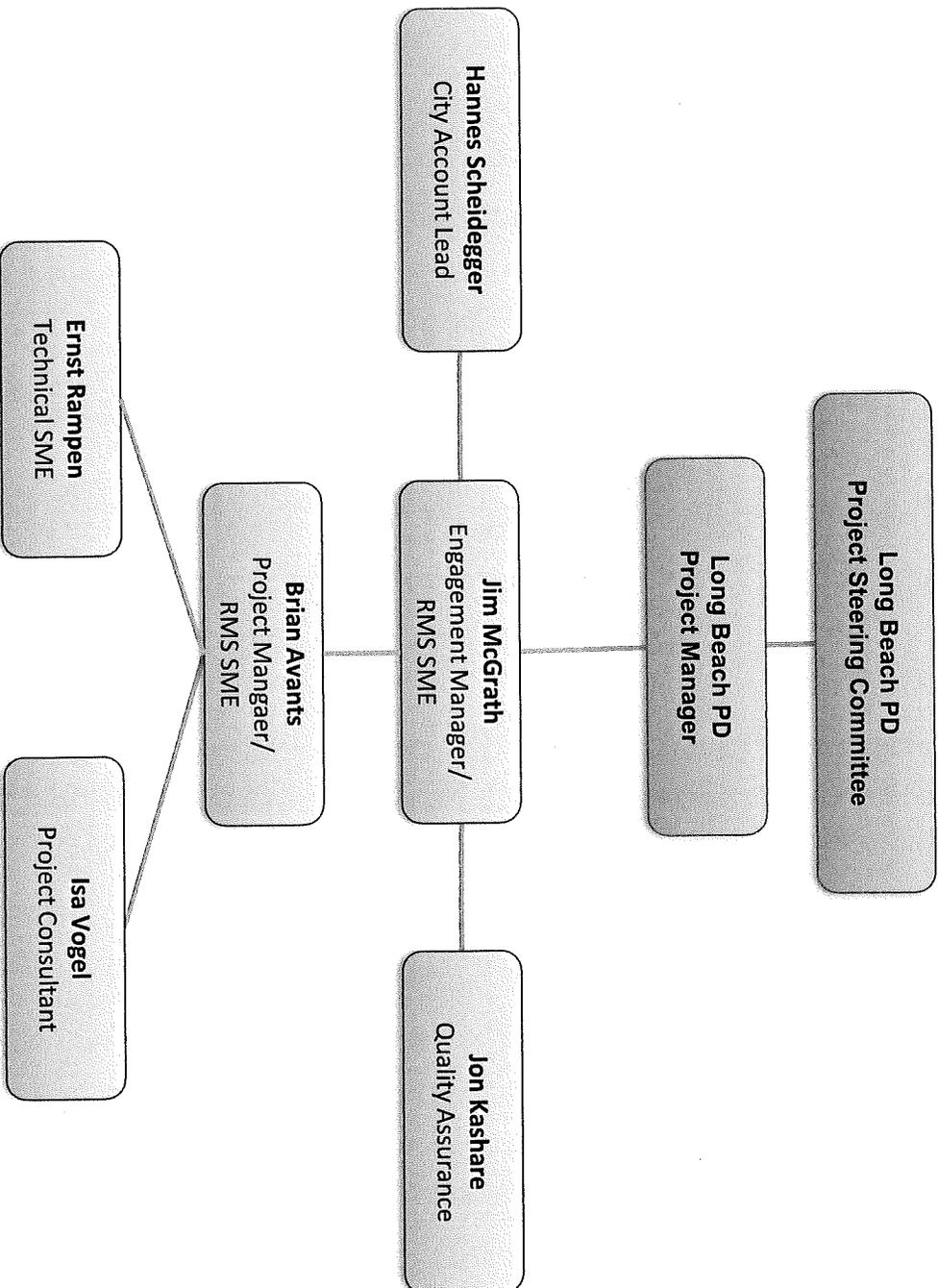


- Key Workshop (On-Site)
- Key Workshop (Via Audio)
- Weekly Status Meetings (Via Audio)



Proposed Team

Long Beach PD



Gartner

Investment Summary

Investment Summary

- Gartner proposes to complete the scope defined in this proposal for the firm-fixed price, including expenses as follows:
 - Phase 1 – Needs Analysis, Requirements and RFP Development \$200,000
 - Phase 2 – Vendor Evaluation and Selection \$100,000
 - Phase 3 – Implementation Oversight TBD
- The milestone payments to support the two work streams included in this proposal are noted below.
- Our professional fees are based upon the task details, stated assumptions herein, and level of effort required to perform our work and complete an assignment in a thorough and professional manner.

Gartner will bill as follows:

- 10% upon completion of Task 1 – Project Initiation
- 30% upon completion of Task 2 – Needs Analysis and Requirements Development
- 30% upon completion of Task 3 – RFP Development
- 30% upon completion of Task 4 – Vendor Evaluation and Selection

Assumptions

The deliverables, schedule and pricing in this proposal are based on the following assumptions.

Long Beach Police Department (LBPD) Participation

- LBPD will designate a project manager to act as the primary point of contact for this project.
- The LBPD project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve project priorities, detailed task plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate LBPD personnel; (c) notify Gartner in writing of any project or performance issues; (d) assist in resolving project issues that may arise; and (e) coordinate deliverable distribution, review and feedback in a timely basis.
- The work effort described in this proposal assumes that LBPD personnel are available to actively participate in interviews and deliverable/report review sessions as scheduled. In the event that LBPD personnel are not available, a change of scope may be necessary.
- LBPD will make every effort to review and approve documents within 5 business days.
- LBPD is to schedule its resources for project activities and provide meeting facilities as necessary.

Interviews, Document Collection, and Analysis

- Gartner assumes that LBPD will provide requested relevant documentation prior to Task 2 interviews, a document request will be submitted before the project start date for any documentation that Gartner does not currently have. The final document list will be agreed upon between Gartner and LBPD in conjunction with preparation activities for Task 1 (Initiation).
- Gartner also assumes that the interview schedule will be confirmed prior to the week 1 interviews. We understand that individual changes may occur and will be worked out to the mutual satisfaction of both parties.
- All onsite and offsite activities will be governed by the assumptions noted in the proposed work plan and tasks.
- Analysis and work product/deliverable preparation will be done off-site at Gartner office locations.

Assumptions (continued)

Other Key Assumptions

- Onsite activities are defined within the Statement of Work.
- LBPD will provide working facilities for activities scheduled to occur at LBPD that are commensurate with the tasks described in this scope of work.
- All deliverables will be developed using Microsoft PowerPoint unless specifically noted.
- Any requests for additional information (beyond the details described in the tasks above) that are made by LBPD may be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this proposal).

Not in Scope

- Contract negotiation support – contract complexity and therefore support needs would be based on solution and service selected
- Change management activities

Changes in Scope

All LBPD requests for changes to the SOW must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise LBPD of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to decide whether to proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

As used herein, “changes” are defined as work activities or work products not originally planned for or specifically defined by this SOW. By way of example and not limitation, changes include the following:

- Any activities not specifically set forth in this SOW
- Providing or developing any deliverables not specifically set forth in this SOW
- Any development of non-critical functional or technical requirements
- Any change in the respective responsibilities of Gartner and LBPD set forth in this SOW, including any reallocation or any changes in engagement or project manager staffing
- Any rework of completed activities or accepted deliverables
- Any investigative work to determine the cost or other impact of changes requested by LBPD
- Any additional work caused by a change in the assumptions set forth in this SOW
- Any delays in deliverable caused by a modification to the acceptance criteria set forth in this SOW
- Any changes requiring additional research analyst time or changes to research analyst resources

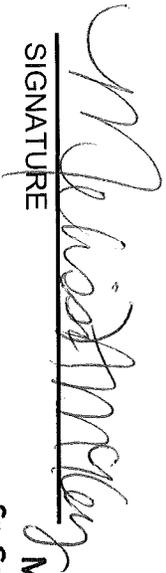
Authorization

This proposal is submitted by Gartner Inc. subject to the terms and conditions of The City of Long Beach's Master Agreement. When signed by Gartner and the Long Beach Police Department, this SOW is an attachment to and governed by the Master Services Consulting Agreement between the parties. These two documents will set forth the relationship between the parties for this engagement.

This Statement of Work may be modified at any time provided such changes are agreed to by the parties in writing.

SUBMITTED ON BEHALF OF GARTNER, INC.

AGREED ON BEHALF OF LONG BEACH POLICE DEPARTMENT


SIGNATURE

Melissa McKay
Sr. Contracts Specialist

SIGNATURE

PRINT NAME AND TITLE

PRINT NAME AND TITLE

~~Jon Kashare, Senior Managing Partner~~ **Gartner**

DATE

~~11 October 2017~~ 5/2/2018
DATE

PO NUMBER (If applicable)

Appendices:

A. Gartner Biographies

B. Gartner Overview

Jim McGrath

Vice President, Public Safety and Justice Consulting



Jim McGrath is a Vice President with Gartner Consulting supporting critical programs for state and local government clients focused on IT strategy, procurement and project oversight. Mr. McGrath is an experienced project manager specializing in the Public Safety and Telecommunications industries on large scale change programs. He has extensive experience through a variety of high profile IT projects with a number of clients across several industries. Most notably the Metropolitan Police Service (MPS), the City of New York's Police and Fire Departments, United States Marines Corps Systems Command, British Telecom (BT) and EuroPol.

In addition to project management and strategic advisory consultancy services, Mr. McGrath has experience of business and product development, formally a Vice President at Portrait Software International, responsible for global business development in the Public Safety industry and also responsible for Portrait's global public sector product development operation.

Mr. McGrath's most recent relevant experience includes the following:

- **Quality Assurance & Strategic Advisor to New York City's DoITT** — QA Program Lead for a \$2B Emergency Communications Transformation Program (ECTP) that is delivering business and technical change for the New York Police Department (NYPD) and Fire Department of New York (FDNY) and the City's 911 service.
- **Engagement Manager – City of Phoenix RMS Assessment**; County of Santa Clara Integrated Justice CAD and RMS Procurement; LAPD RMS Strategy and Procurement; City of Atlanta Public Safety and Justice IT Strategy; Toronto Police Service IT Strategic Plan; Calgary Fire IT Strategic Plan
- **IT Strategic Planning for the City of Los Angeles Police Department (LAPD)** – Responsible for developing the replacement strategy, requirements, RFP and facilitating the procurement and selection of the LAPD's RMS Replacement Project within their Mainframe and Data Modernization Program.
- **IT Strategic Planning for the City of Atlanta 9-1-1, Police, Fire, Municipal Court and Department of Corrections** – Responsible for conducting an IT Strategic Assessment for the City's public safety and justice agencies and developing a set of IT Strategic Plans and Roadmap to support future state needs. The IT Strategies included capabilities such as NG9-1-1, E9-1-1, CAD, GIS, RMS, JMS, CMS, Mobile Data, Networks, IT Disaster Recovery and IT Service Management.
- **Computer Aided Dispatch (CAD) and Mobile Replacement Strategy & Risk Assessment for the City of Aurora, Colorado** – Responsible for performing an operational and technical gap analysis and risk assessment of the 9-1-1 center's current CAD system as part of an overall system replacement strategy engagement. Responsible for requirements development and supporting the procurement process.
- **Public Safety Systems IT Strategy and Program Oversight for a large Canadian City's Fire Department (Feb 2013 – present)** – Responsible for performing an operational and technical current state assessment for the Fire Department, including all operational and technical interfaces with the Police Service, Regional Emergency Medical Health Service Agency, Citywide Emergency Management Agency and City's IT Agency. Also responsible for defining the future state architecture and overall IT strategy encompassing activities across technology, organizational, process and service level metric dimensions. The strategy's core systems and services are regarding CAD and related applications such as Radio consoles, CAD Mobile Devices, Fire Station Alerting and RMS.

Prior to joining Gartner Mr. McGrath was a Vice President of Emergency Services and Public Sector for Portrait Software and a Senior Consultant with Unisys. Mr. McGrath holds a Bachelor of Science degree from the University of Hull in the United Kingdom.

Brian Avants

Associate Director, Public Safety and Justice Consulting



Brian Avants is based out of Northern California. Mr. Avants has over six years' experience in project management, organizational design, performance management, process design and optimization, change management, and quantitative analysis.

Mr. Avants's most recent project experience includes:

- For a large California City Law Enforcement Agency Records Management System — Procurement Strategy, Request for Proposal (RFP) and Procurement support. Assisted in the development of Functional requirements for a Records Management System (RMS) for a large LEA. This project involved evaluating current systems and operational procedures to determine what functionality should be considered in-scope for the RMS and what should be supplied by other systems. Once identified Functional Requirements and a Procurement strategy was developed into a comprehensive RFP. Once the RFP was released support was provided through a procurement process designed to mitigate know organizational risks and leverage strengths.
- For a large West Coast City Law Enforcement Agency — Business Intelligence (BI) and Data Analytics Platform Assessment: Assessed the quality of key data elements tracked by internal systems that were to feed into a Data Analytics Platform designed to provide BI for tracking internal operations in compliance with a Department of Justice Consent Decree, as well as operational metrics to enhance data driven decisions. The results identified key gaps in data existence/quality that allowed plans to fill these gaps and improve reporting data.
- For a large Canadian City's Fire Department — Public Safety Systems Workforce Management Upgrade Project Oversight: Provided Project Management and QA oversight to a Workforce Management Upgrade Project which would enhance the scheduling and deployment capabilities of Fire Department. This project identified key risks and issues for the Fire Department Project Manager to address or escalate as needed and keep project progress moving forward. Monthly reports were delivered to the Project Sponsor to enhance visibility and progress at all levels.
- For a large California County Central IT Agency — RMS Strategy and Procurement, Integrated Justice Platform Program System Design and Strategy: Assisted in the development of a strategic feasibility assessment, procurement strategy and system architecture to integrate multiple disparate systems to create an Integrated Justice Platform utilizing advanced Business Process Workflows to facilitate the electronic exchange of information. The results provided the agency with targeted recommendations on the technology to focus on, risks and issues to consider, budget implications, procurement options, timelines and recommended program support and structure.

Prior to Gartner Mr. Avants worked For a Fortune 500 company, spent four years in operations for a Fortune 500 company, responsible for performance management of multi-tiered teams, employee development, succession planning, organizational change management, and process optimization. Functional roles included financial analysis, labor optimization, facilitating educational workshops for new technology rollouts, and development of labor standards.

Ernst Rampen

Sr. Director, Applications / Technical Subject Matter Expert



Mr. Rampen has over 20 years of experience as an application development and architecture subject matter expert. Based in Los Angeles, he focuses on applications and technology assessments, strategy and roadmaps, large scale systems integration, agile development approaches and application architecture. His background crosses disciplines including architecture, project management and process development.

Mr. Rampen has worked extensively with the Los Angeles Police Department as the architect of its TEAMS II portfolio of applications, with the goal of achieving compliance with the consent decree between the United States Department of Justice (DOJ) and the City of Los Angeles. Areas of focus included use of force tracking, risk management, access control, reporting and integration with source systems. He is currently assisting LAPD with the development of a mainframe modernization strategy, with an emphasis of RMS, message switching, data integration, data warehousing and reporting capabilities.

He has delivered projects for number of public safety agencies, including the Los Angeles Sheriff's Department, Los Angeles Superior Court, San Diego Police Department, Alberta Ministry of Justice and others.

Other experience includes:

- agency - developed the solution architecture of an early intervention system to help comply with professional policing requirements of a Federal Consent Decree.
 - For a global payment processor – assessed the legacy architecture of a high volume transaction processing system and developed a roadmap for incremental improvement
 - For a global hospitality organization – developed an agile transformation approach to reduce the time-to-market for application development
 - For a large state IT organization - conducted a legacy portfolio assessment with over 2,000 applications across over 70 agencies, developing remediation options and opportunities for consolidation
 - For a large state department - assessed the current-state mainframe architecture, developed future-state architecture direction of core applications and technology and assisted with procurement of application modernization
- Prior to Gartner, Mr. Rampen was a Technology Director and Solutions Architect for a leading systems integration firm, focusing on technology strategy and application architecture for clients in State and Local Government, Justice and Public Safety, Education, Health Care and Entertainment.

Mr. Rampen holds a BS in Management Information Systems from the HES School of Business in Amsterdam.

Jon Kashare

Sr. Managing Partner, Quality Assurance Lead



Jon Kashare's areas of specialization include critical program management, defining requirements, procurement, and implementation of public safety systems, IT strategic planning and contract negotiations. He has extensive experience in large-scale emergency communications and Public Safety technology, processes and operations. He has experience with Computer Aided Dispatch (CAD), Records Management Systems (RMS), Automated Vehicle Location (AVL), Geographic Information Systems (GIS), communication center/facilities design and build, radio communications systems and planning, business process re-engineering and operational and program governance. Mr. Kashare's experience includes all aspects of the project life cycle, from strategic planning and design to acquisition and implementation. Based in Los Angeles, he joined Gartner in 1999.

His recent experience includes the following:

- Quality Assurance Lead – Los Angeles Police and Fire Departments IT modernization programs, City of Atlanta Public Safety and Justice IT Strategy, Seattle Police Department Body Worn Camera Program, Santa Clara County Integrated Justice Strategy, New York DA IT Strategic Planning, USMC 911 modernization program, Calgary Fire Department IT Assessment and Strategic Plan, California Department of Parks and Recreation CAD strategy, PRIMECorp RMS service management assessment and strategy, Las Vegas Metro Police Department JMS operational assessment and upgrade strategy, Maui County Police Department CAD upgrade assessment and strategy, Palm Beach County Sheriff public safety modernization program assessment, Toronto Police Service IT assessment.
- Quality Assurance Program Manager – Program Manager for Gartner's Quality Assurance Team overseeing New York City's consolidation of emergency communications services. This \$1.5B project includes replacement and upgrade of all of NYC's emergency communications facilities, infrastructure and applications in addition to operational consolidation of key emergency communications processes. The Gartner team was responsible for providing objective oversight to develop program strategies, ensuring strategic alignment for the life of the program, project scope and cost validation and budget compliance, oversight of requirements definition and management, risk reporting and delivery assurance.
- CAD/RMS system assessment, strategy, procurement and implementation oversight – Honolulu HI, Cincinnati OH, Kansas City MO, Ft. Worth TX, Anaheim CA, Alhambra CA, Fairfield CA, Fullerton, CA Lakewood CO – included baseline system assessment, alternatives analysis, requirements definition, RFP development, vendor evaluation and selection, contract negotiation assistance.
- Records management system selection and implementation — project manager on an engagement to develop the functional requirements and RFP for the Hawaii County Police Department's RMS and imaging systems, as well as contract negotiations and implementation assistance. This project also included analysis and recommendations for networking, hardware requirements and costs, staffing and business processes.
- Microwave radio system procurement and implementation — project manager on an engagement to define functional requirements, develop an RFP, select a system vendor and negotiate the contract for an replacement of the County of Hawaii's existing microwave system. The project also includes project oversight during the planned two-year implementation phase.

Prior to joining Gartner, Mr. Kashare was a business development consultant for Legacy Management Services working with IT-related start-up companies on business planning as well as marketing, funding and management strategy. He was also managing partner — managed operations, for Ocean Park Locations, a Southern California-based film location firm which specialized in representing and marketing commercial and industrial property for location filming.

Mr. Kashare earned a Bachelor of Arts degree from the University of California at Los Angeles. He also earned an MBA from the University of Southern California, specializing in information systems and management consulting.

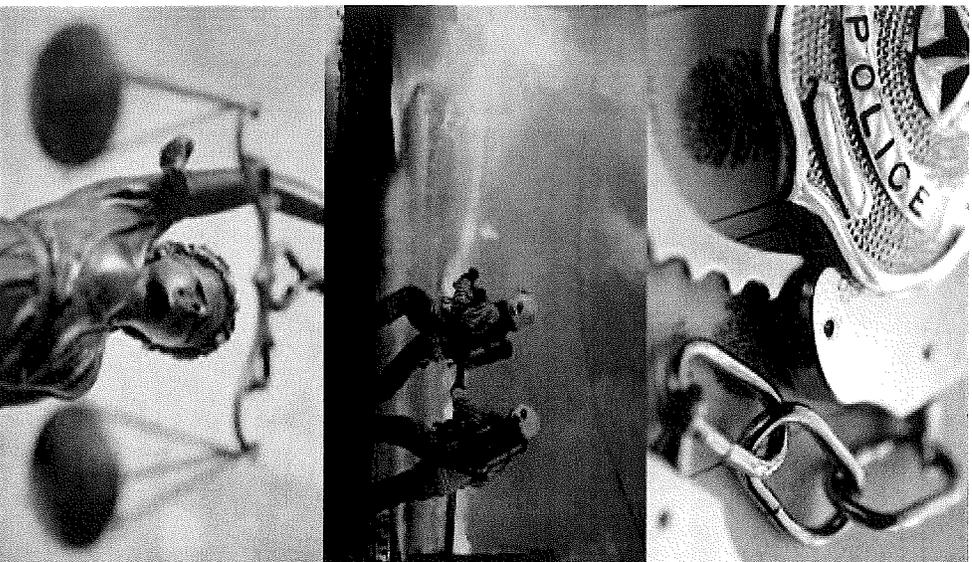
Appendices:

A. Gartner Biographies

B. Gartner Overview

The Digital World is Revolutionizing the Public Safety and Justice Industry

No longer cautious, organizations are innovating and leveraging IT like never before



Public Safety and Justice organizations have traditionally remained behind the technology curve, prioritizing stability over innovation. Today's organizations are leaps and bounds ahead of their predecessors, achieving excellence in IT service, advanced technical functionality and meeting the complex demands of mission-critical, 24/7 service to the public.

Digital government is moving quickly and the Public Safety and Justice industry is not only keeping pace but trend-setting with advances in NG9-1-1, IP-enabled applications, high capacity networks, mobile environments, predictive analytics and integrated justice platforms.

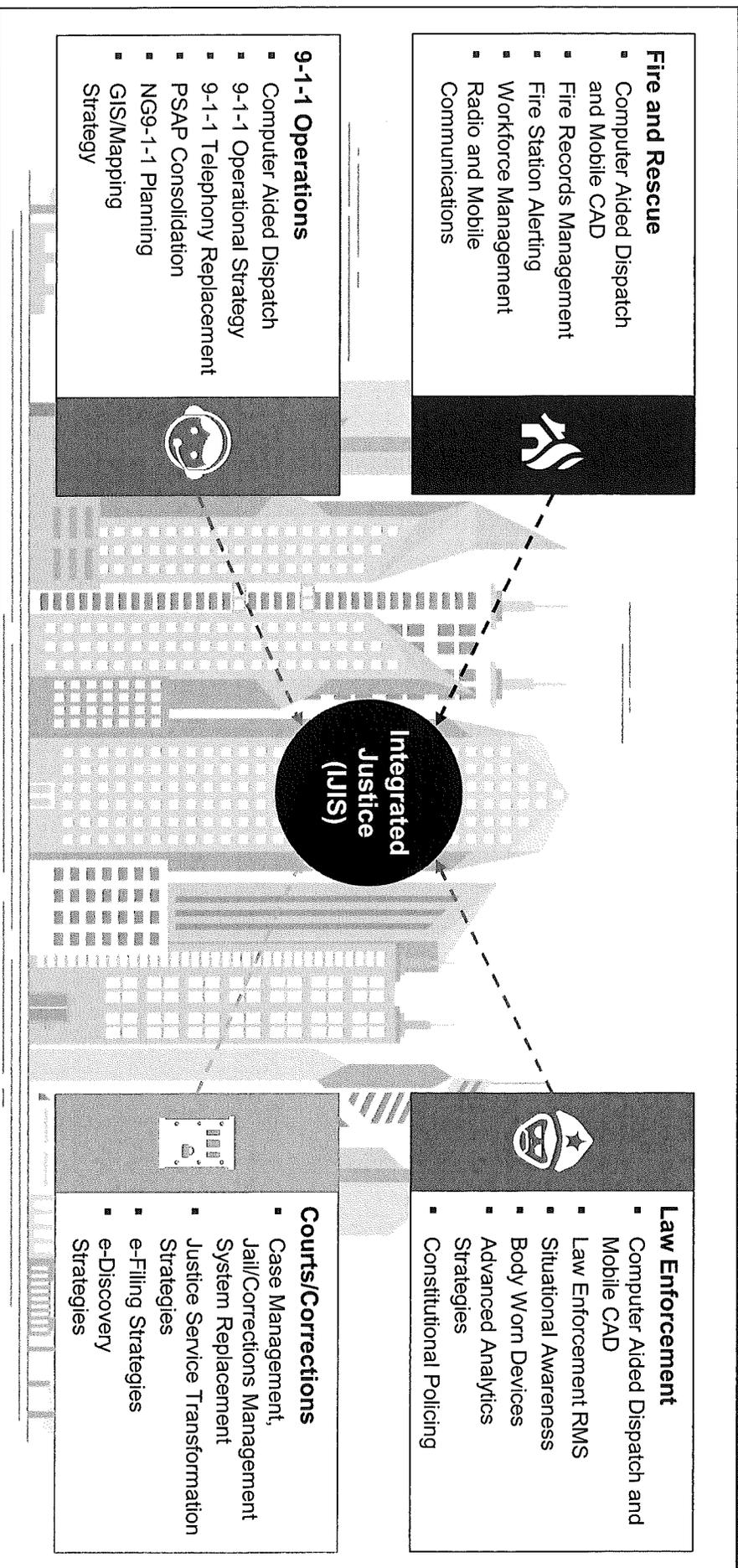
Effective IT strategic plans aligned with operational priorities are paramount. Real time 'anytime, anywhere' data access is not an objective but an expectation. IT management is proactive and the value of value of IT is clear.

Along with advances in IT come risks and challenges. As the unmatched leader in IT strategic planning, benchmark analytics, IT best practices and transformation, Gartner helps our Public Safety and Justice clients overcome obstacles and maximize business value from their IT investments.

IT Priorities

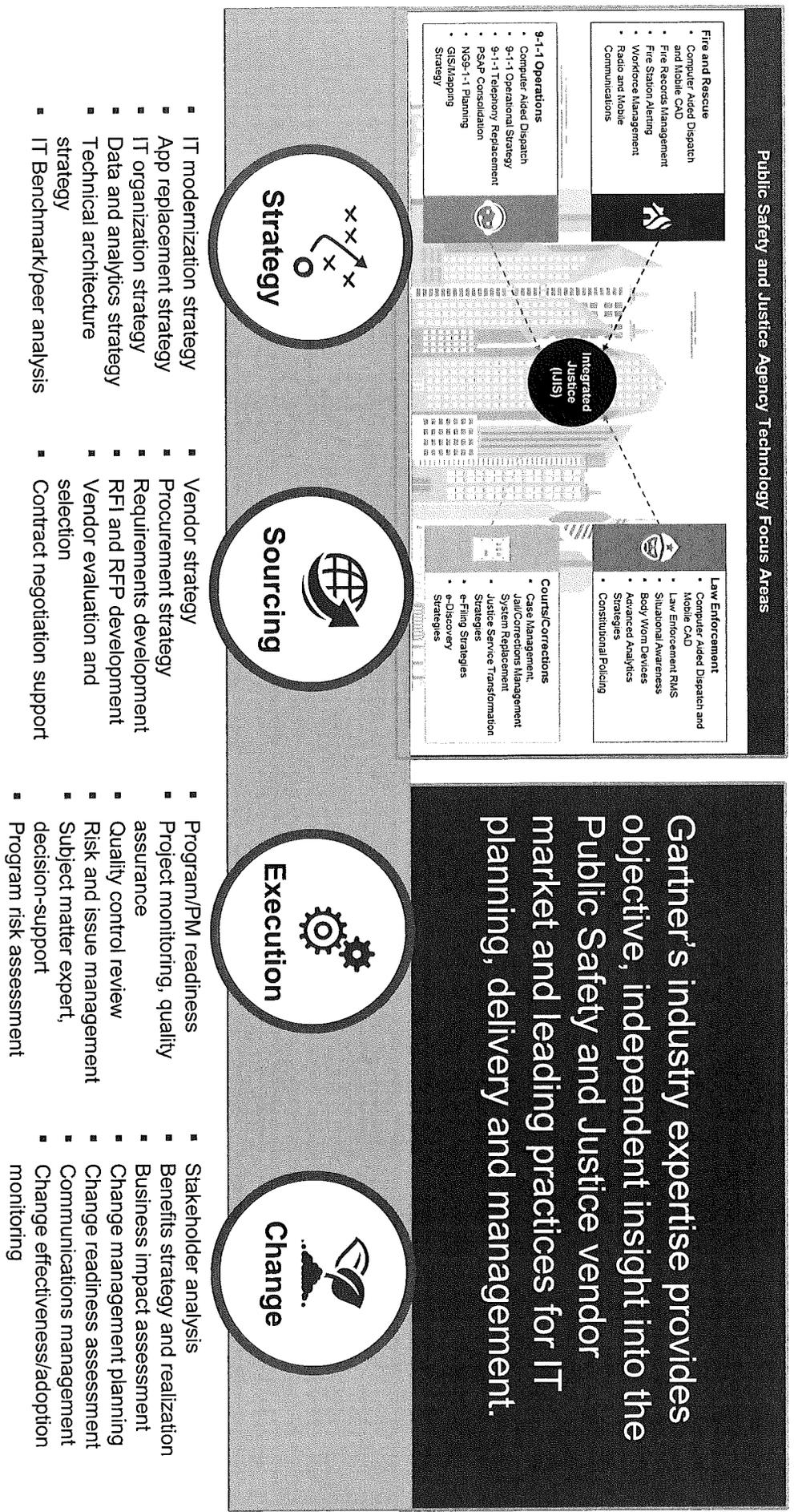
Gartner supports our clients' most complex, high value, highly visible technical initiatives

Public Safety and Justice Agency Technology Focus Areas



IT Priorities — Advisory Solutions

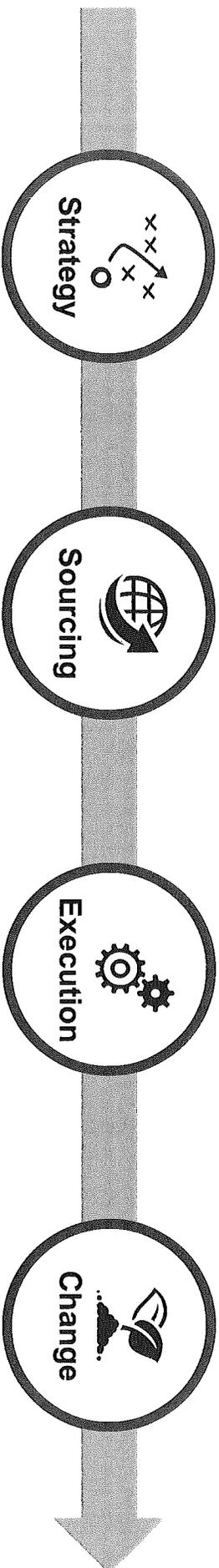
Organizations leverage experienced advisory support to complement skillsets and support ensure vital project needs are met



Targeted Solutions

Advisory services that support the full project life cycle

Gartner's proven methodologies are based on world leading IT research, helping clients meet the demands of IT planning, acquisition and management.



<p>IT Strategic Planning</p> <ul style="list-style-type: none"> IT modernization strategy Application replacement strategy IT organization strategy Data and analytics strategy Technical architecture strategy IT Benchmark/peer analysis 	<p>Program Assurance</p> <ul style="list-style-type: none"> Program/PM readiness Project monitoring Quality assurance Quality control review Risk and issue management Subject matter expert, decision-support Program risk assessment 	<p>Industry-Centric Programs</p> <ul style="list-style-type: none"> PSAP consolidation NG9-1-1 planning Body worn device programs Integrated justice strategies Constitutional Policing Strategies Digital government transformation
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<p>Sourcing/Procurement</p> <ul style="list-style-type: none"> Vendor strategy Procurement strategy Requirements development RFI and RFP development Vendor evaluation and selection Contract negotiation support 	<p>Org Change Mgmt (OCM)</p> <ul style="list-style-type: none"> Stakeholder analysis Benefits strategy and realization Business impact assessment Change management planning Change readiness assessment Communications management Change effectiveness/adoption
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Experience Summary

Client Engagements

Gartner's consulting experience across North America includes over 100 Public Safety and Justice clients organizations.

- Boulder City Police Department, CO
- California Department of Parks and Recreation, CA
- California Highway Patrol, CA
- Cincinnati Police Department, OH
- Clark County Courts, LV
- County of Hawaii, HI
- County of Maui, HI
- Department of Corrections, WA
- Fire Department New York (FDNY), NYC
- Fort Worth Police Department, TX
- Las Vegas Justice Court, NV
- Las Vegas Metropolitan Police Department, NV
- Los Angeles County Sheriff's Department, CA
- Los Angeles Fire Department, CA
- Los Angeles Police Department, CA
- Michigan Courts, MI
- Montgomery County, MD
- New York Police Department (NYPD), NYC
- Ohio Attorney General's Office, OH
- Oklahoma Supreme Court, OK
- Oregon Office of Emergency Management, OR
- Palm Beach Sheriff's Office, FL
- Portland Bureau of Emergency Communications, OR
- Portland Fire Rescue Bureau, OR
- Portland Police Bureau, OR
- State of Michigan Courts, MI
- Supreme Court of Ohio, OH
- Travis County Courts, TX
- United States Marines Corps (USMC), D.C.



- Alberta Ministry of Justice and Solicitor General, AB
- Calgary 9-1-1, AB
- Calgary Fire Department, AB
- Calgary Transit, AB
- Canadian Department of Justice, ON
- City of Calgary, AB
- Ottawa Police Service, ON
- PRIMECorp, BC
- Province of British Columbia, BC
- Ontario's Ministry of the Attorney General, ON
- Regional Municipality of Wood Buffalo, AB
- Toronto Police Service, ON
- Vancouver Police Service, BC

Gartner brings unique scale and global IT perspective to your business problems

Clients in 10,000 distinct enterprises across 90 countries

Research

Industry's largest database

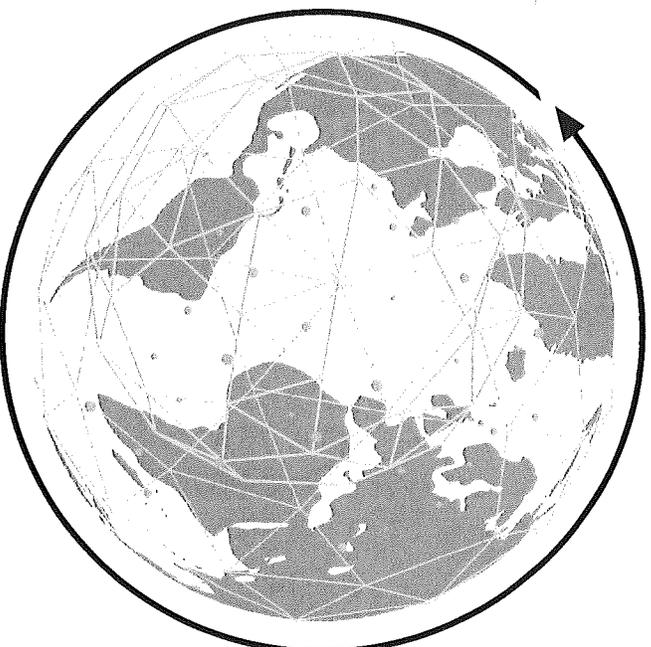
113,760 documents across
1,253 technology and
business topics

Advisory

Services

Unique client perspective

1,000 analysts conduct 215,000
one-to-one client interactions
annually



Consulting

Results on initiatives

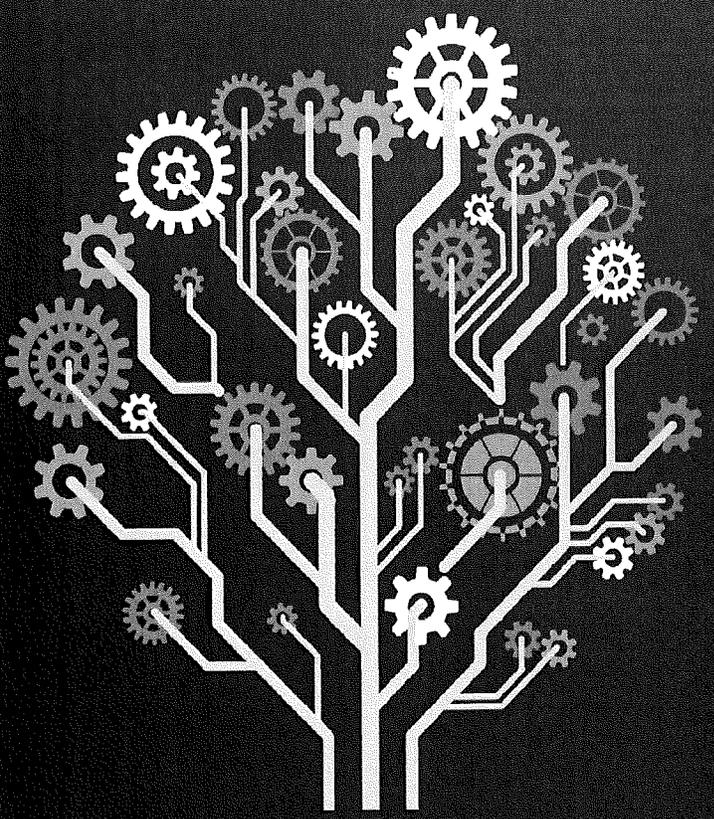
3,200 custom engagements a
year fueled by 5,000
benchmarks

Events

Networking with peers

50,000 professionals a year
attend 60+ worldwide events

Gartner Consulting supports all of your mission-critical priorities



Powered by the world's most comprehensive collection of technology research and data, Gartner Consulting helps CIOs and IT leaders address mission-critical priorities to achieve stronger business outcomes in a digital world.

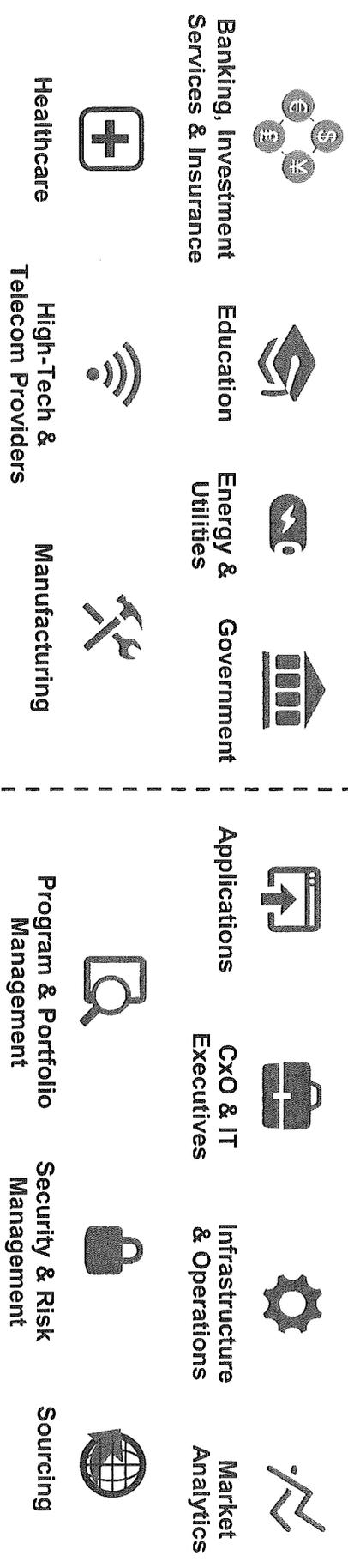
We combine industry expertise with research insight to solve your most important problems

DIGITAL INDUSTRIAL ECONOMY

BENCHMARK ANALYTICS

INDUSTRIES

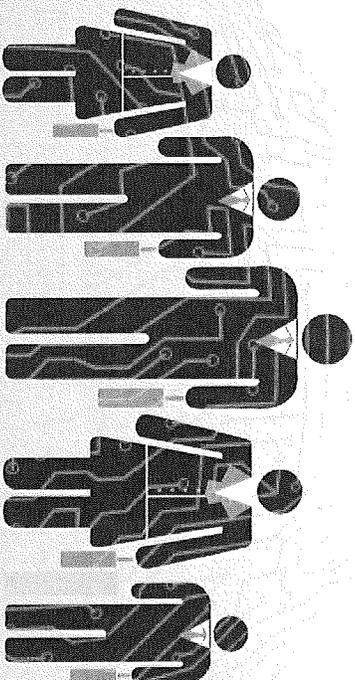
PRACTICES



PROJECT AND PROGRAM OVERSIGHT

PRODUCTS & PRICING — CONTRACT OPTIMIZATION

Gartner Consulting is driven by deep expertise and global perspective on digital business



Experienced Partners

Our Managing Partners
have been in your shoes
and achieved results

Research Methodologies

Independent insight fuels
our methodologies for your
most critical initiatives

Industry Perspectives

Each analysis is customized
to the specific challenges
and trends in your industry

Gartner Contact

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