

ORIGINAL

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Sable Computer, Inc., dba Keep It Simple Computer Center (KIS),
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide installation of VDI (Virtual Desktop Infrastructure) to add VMWare and Unidesk software to meet desktop access needs at County's Contact Center located at 713 La Guardia, Salinas, CA.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 35,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from July 1, 2013 to September 30, 2013, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

~~Exhibit A - Scope of Services/Payment Provisions~~

Exhibit A Statement of Work & Services Agreement

Exhibit B HIPAA Business Associate Agreement

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

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

9.0 INSURANCE REQUIREMENTS.

9.01 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, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, 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- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 **Confidentiality.** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Kim Petty, Administrative Services Officer	Brad Goubeaux, Account Manager
Name and Title	Name and Title
1000 South Main Street, Suite 304 Salinas, CA 93901	4027 Clipper Court Fremont, CA 94538
Address	Address
(831) 755-4492 fax: (831) 755-8476	(510) 933-7576 fax: (510) 933-1915
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

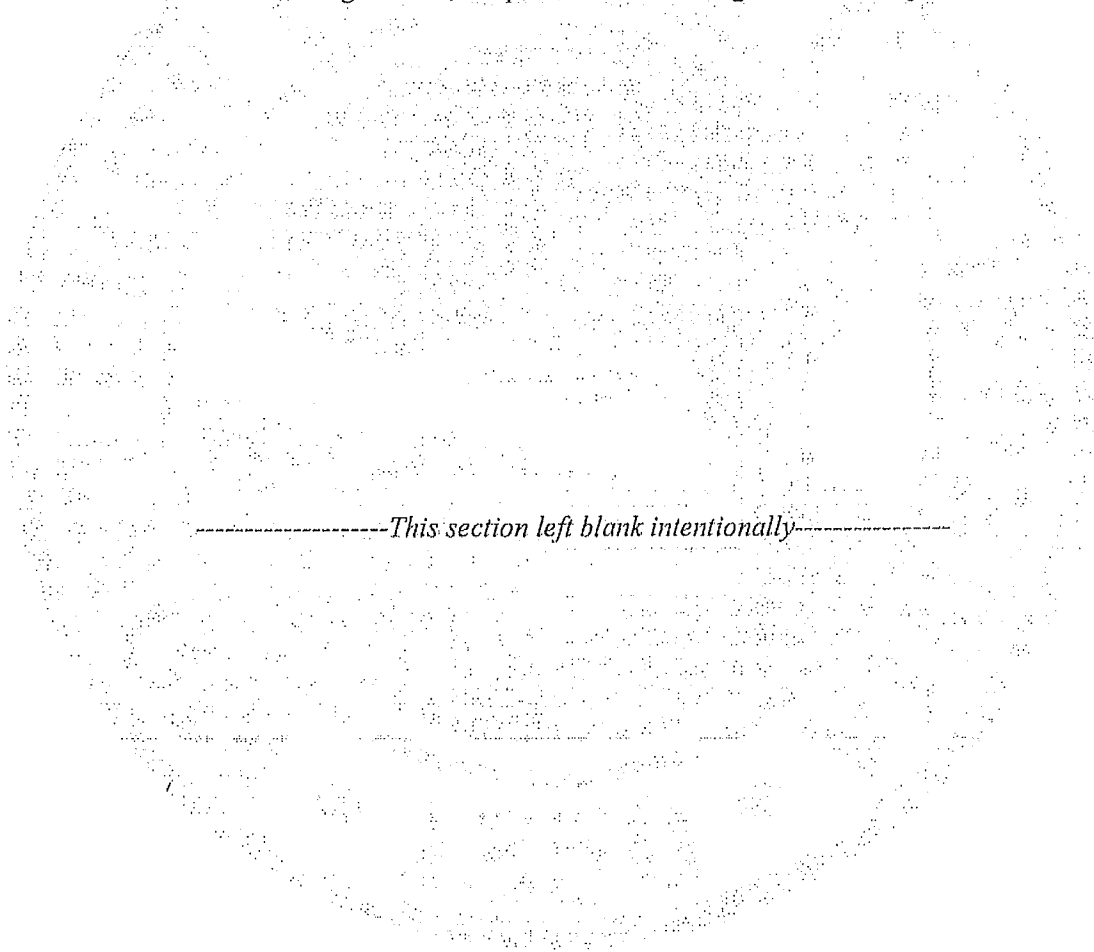
15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.



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16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
Deputy County Counsel

Date: 6/7/13

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 6-7-13

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Sable Computer, Inc. dba KIS
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

John Marciano COO
Name and Title

Date: 6.5.2013

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Sue Canevaso / Treasurer
Name and Title

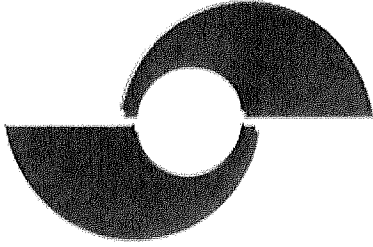
Date: 6.5.2013

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8



KIS

Statement of Work and Services Agreement

County of Monterey

VDI Deployment Project

Summary of Existing Situation

County of Monterey (Customer) Social Services Dept. is looking to deploy a new VDI infrastructure. The County would like to simplify management of desktops and applications by adding VMware Horizon VIEW and Unidesk to their environment. The purpose of this scope of work is to add both Unidesk and VMware Horizon VIEW to support a new initiative to gain secure remote access to the State's network. The County anticipates that approximately 80 of the expected 95 employees in the Social Services Dept. to be users of the new VDI platform.

Solution Summary

KIS will utilize products from Unidesk and VMware in addition to a new VMware platform infrastructure to provide a scalable solution for the County's desktop access needs. Unidesk provides a simple yet powerful centralized management interface for both the virtual desktop image and the user application, thus reducing the expense and complexity of enterprise VDI that is found in more traditional solutions. KIS will provide Assessment, Design, and Implementation services to install Unidesk and VMware View / Horizon and vSphere virtualization infrastructure. KIS will provide software licenses for Unidesk, VMware vSphere, and VMware View / Horizon. KIS will also provide training and documentation for the new Unidesk and VMware View / Horizon systems. KIS will also analyze currently deployed hardware (Shared Storage, Servers, Endpoints, Load Balancers) and make recommendations where applicable to ensure optimal performance and scalability.

Overview of Solution (Scope)

Phase 1: Assessment (24 Hours)

- Determine Datastore Compatibility
- Determine Datastore Placement
- Determine UCS Server Profile
- Determine User Personality Requirements
- Determine Applications' Ability to be Virtualized
- Determine Desktop Broker Requirements

Phase 2: Design (40 Hours)

- Generate IP Scheme Document
- Generate Naming Convention Document
- Generate Datastore Naming Convention Document
- Generate Desktop Naming Convention Document
- Generate Application Naming Convention Document
- Generate Version Naming Convention Document
- Design Broker Number and Placement
- Design Security Server Number and Placement
- Design Load Balancing Scheme
- Design Cache Point Placement
- Design Desktop Templates

Phase 3: Implementation (120 Hours)

- Configure Active Directory View GPOs
- Create Project Datastores
- Build VMware View Host VMs
- Deploy View Components
- Configure View Components
- Deploy Unidesk Components
- Configure Unidesk Components
- Configure Load Balancing
- Build a Windows 7 gold image
- Import the image to an OS Layer
- Build Apps to app layers
- Create View Desktop Pools
- Build Unidesk Desktops
- Test access

Phase 4: Documentation (32 Hours)

Create As-Built Documentation

Create How-To Documents

- How to create OS layer
- How to update OS layer
- How to create App Layer
- How to Update App Layer

Create maintenance task list

Phase 5: Training (24 Hours)

Provide Administrator Training

Basic System navigation

How to deploy Desktops

How to deploy Apps

How to upgrade Desktops/Apps

How to troubleshoot issues

Project Scheduling

The Services and Costs described in this Scope of Work (SOW) are subject to change if this SOW is not executed by Customer and received by KIS within 60 days from the date on the front page of this SOW, whichever is later.

Unless otherwise negotiated between the parties, KIS will generally require two to three weeks lead-time to start a solution. Requests for KIS resources and schedules are managed by the Engagement Manager and will be assigned based on mutual agreement, the skill set needed for the solution, and availability of integration specialist possessing the required skill set.

Cancellation and Rescheduling Policy

Any rescheduling of Services requested by Customer, and related costs, will be made by amendment to this Agreement and signed by both parties.

Standard Working Hours

This SOW covers Services performed during standard business hours of Monday through Friday 8:00AM to 5:00PM.

Change Control/Management

The Services described in this SOW constitute the entire project. If Customer requests services in addition to the Services identified in this SOW, the performance of such additional services will require a modification to the project Deliverables and any adjustment to the schedule and/or fees to be paid by Customer. The KIS Engagement Manager can track such requests via Change Order and arrange for such services to be rendered.

Both parties must sign the approval portion of the Change Order to authorize the implementation of any change that affects the project's scope, schedule or price.

Responsibilities

Both the County of Monterey (Customer) and KIS are responsible for the successful execution of this engagement. As such, both parties have been assigned responsibilities as described below:

KIS Responsibilities

KIS shall provide the following:

- KIS will perform the services as described in this Statement of Work and its attachments, if any.

Customer Responsibilities

Customer shall provide the following:

- Appoint and make available a project manager to work with KIS for the duration of the project.
- All equipment, licenses, software, and other required resources will be available prior to scheduling any work
- Furnish KIS project personnel with information and data on Customer's operations, activities, and existing systems, as reasonably required to achieve the project objectives.
- Ensure KIS project personnel have necessary security access to networking systems.
- Ensure adequate workspace and power sources at each facility where Services will be performed.
- If necessary, Customer shall be solely responsible to contract for telecommunications facilities (data communications circuit, analog phone lines, wiring, etc.), and for the costs associated with such facilities.
- Ensure Customer provides for the back-up of all computer systems prior to any work performed on production systems/data
- Help resolve project issues and escalate issues within your organization, as required.
- Customer will be responsible for the support and ongoing maintenance of the operating systems and hardware associated with the installation in this agreement.
- Customer will be responsible for the licensing of any software installed by KIS.
- Customer will be responsible for the purchase of all hardware and software required for the completion of this project.

Deliverables and Pricing

The work described in this SOW will be carried out for a time and material cost, as outlined below not to exceed \$35,000, KIS will invoice Customer on the 10th day of each month for services rendered in the previous month. Below includes pre-discounted hours.

Task Item	Task Hours	Task Cost	Discount	Price
Phase 1 - Assessment				
Phase 1 Totals	24	\$4,440	20%	\$3,552
Phase 2 - Design				
Phase 2 Totals	40	\$7,400	20%	\$5,920
Phase 3 - Implementation				
Phase 3 Totals	120	\$22,200	20%	\$17,760
Phase 4 - Documentation				
Phase 4 Totals	32	\$5,920	20%	\$4,736
Phase 5 - Training				
Phase 5 Totals	24	\$4,440	20%	\$3,552
All Phases Total	240	\$44,400		\$35,000

Assumptions

Customer owns title to all software to be installed during this project, including any and all Microsoft Licenses

All work is to be done at the County Dept of Social Services located in Salinas , CA

Travel and other related expenses are included in the hourly rate/TaskCosts.

Any task not specifically stated in this Scope of Work is considered outside the scope

Remote and/or local access to all systems included in this scope of work is necessary

DNS and all Network protocols are in working order

All work is to be done as approved and scheduled

Customer has successfully performed backups of any and all systems included in this effort

Services Terms and Conditions

1. **Services Keep IT Simple (KIS) Computer Center Will Supply:** KIS agrees to deliver to Customer the services (the "Services") described in the SOW.
2. **Fees:** Subject to Sections 3 and 4 below. Customer agrees to pay KIS the fees for Services described on the SOW. There will be additional fees if Customer changes or expands the scope of the work that modifies the original SOW. Any modifications to this Agreement will be made by amendment, and signed by both parties.
3. **Estimates:** Unless otherwise indicated on the SOW, KIS will perform the Services on a time-and-materials basis. KIS may provide Customer with an estimated fee. This is KIS's good-faith estimate of the total amount the Services will cost, but is not a fixed fee. The actual cost may be more or less than the estimate. If this Agreement specifies a "not-to-exceed" amount, KIS will not bill Customer for more than the maximum amount. **The maximum amount payable by Customer to KIS under this Agreement is thirty-five thousand dollars (\$35,000).**
4. **Payment:** KIS will invoice Customer on a monthly basis as the Services outlined in this SOW are completed. Invoices will be submitted to Customer on the 10th of the month for services rendered in the previous month. These invoice(s) are due Net 46.
5. **Warranty:** KIS agrees to provide qualified consultants who will perform their work in accordance with generally and currently accepted consulting principles and practices. The Services will be deemed accepted unless Customer notifies KIS in writing within fifteen (15) business days after performance that the Services did not conform to this warranty. KIS will promptly correct any non-conformities and will notify Customer in writing that the non-conformities have been corrected; the Services then will be deemed to be accepted after fifteen business days following such notice unless Customer notifies KIS that the non-conformities have not been corrected. **KIS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION KIS MAY PROVIDE.**
6. **Customer Responsibilities.**
 - a. Customer agrees to provide the resources described in the section of the SOW entitled "Customer Responsibilities"
 - b. We agree generally to cooperate with each other to see that the Services are successfully completed.
 - c. It is Customer's responsibility to backup the data on your system and to provide adequate security for your system. **KIS IS NOT RESPONSIBLE FOR LOSS OF DATA OR LOSS OF USE OF ANY OF YOUR COMPUTER OR NETWORK SYSTEMS RESULTING FROM ITS PERFORMANCE OF THE SERVICES.**
7. You represent and warrant to KIS that you have obtained permission for both you and KIS to access and use your system, the data on it and all hardware and software components included in it for the purpose of providing the Services. If you do not already have such permission, it is your responsibility to obtain it, at your expense, before you ask KIS to perform the Services.
8. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES UNDER THIS AGREEMENT. EACH PARTY'S LIABILITY TO THE OTHER SHALL BE LIMITED TO THE AMOUNT OF INSURANCE CARRIED BY THE PARTY THAT MAY BE APPLICABLE TO SUCH CLAIMS AS MAY ARISE OR TO THE FEES PAID FOR THE PAST TWELVE MONTHS UNDER THE AGREEMENT, WHICHEVER SHALL BE GREATER. NOTHING IN THIS LIMITATION SHALL BE CONSTRUED TO IMPLY ANY LIMITATION OF LIABILITY WITH RESPECT TO ANY THIRD PARTY WHO MAY MAKE A DIRECT CLAIM AGAINST THE COUNTY, INCLUDING CLAIMS FOR BREACH OF CONFIDENTIALITY, CLAIMS BY COUNTY'S EMPLOYEES FOR INJURY, CLAIMS FOR PROPERTY DAMAGE, OR CLAIMS FOR INFRINGEMENT OR VIOLATION OF ANY OWNERSHIP RIGHTS TO PATENTS, COPYRIGHTS, TRADEMARKS OR TRADE SECRETS IN CONNECTION WITH KIS' DELIVERY OF SERVICES TO COUNTY PURSUANT TO THIS AGREEMENT. THIS LIMITATION OF LIABILITY APPLIES TO ALL TYPES OF LEGAL THEORIES, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, PROFESSIONAL LIABILITY, PRODUCT LIABILITY, WARRANTY OR OTHERWISE.

9. **Confidentiality:** KIS and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being disclosed for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure.
10. **HIRING OF EMPLOYEES.** During the Term and for a period of two (2) years after termination of this Agreement, neither Customer nor KIS shall directly recruit or solicit for employment any employees of the other without the prior written approval of the Party whose employee is being considered for employment.
11. **Forms.** We agree that the use of preprinted forms, such as acknowledgments, purchase orders or invoices, will be for convenience only, and all preprinted terms and conditions stated on the forms will not apply to this Agreement.
12. **Independent Contractor.** KIS is an independent contractor. Neither of us will consider the other its agent or representative. You will not be responsible for paying benefits or employment taxes for the KIS persons who perform the Services, and they will not be considered as your employees.
13. **Governing Law and Venue.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. IN ADDITION, THE PARTIES AGREE THAT ANY DISPUTES ARISING OUT OF THIS CONTRACT SHALL BE HELD WITHIN A COURT OF COMPETENT JURISDICTION WITHIN ALAMEDA COUNTY, CALIFORNIA.
14. **Entire Agreement.** This Agreement, including Customer's Standard Agreement form, and all attachments and exhibits hereto, is the complete agreement between us. Neither of us will try to claim that we agreed to something else, unless it is in writing and signed by both parties.
15. **Notices.** All notices provided for herein shall be in writing and delivered to KIS and Customer contacts listed in Customer's Standard Agreement, Section 14.0. Either party can change its respective designated Project Managers, or their address, by providing written notice to the other.

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 1st day of July, 2013 by and between **MONTEREY COUNTY**, hereinafter referred to as "Covered Entity", and **Sable Computer, Inc. dba KIS**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled **agreement to provide installation of VDI software for County's Contact Center**, dated **July 1, 2013**, and is hereby referred to as the "Arrangement Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or 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 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.

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Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its

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capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder

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on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

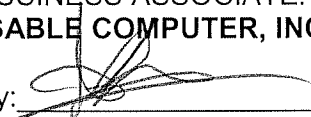
**COVERED ENTITY:
MONTEREY COUNTY**

By: _____

Title: DSES Director

Date: _____

**BUSINESS ASSOCIATE:
SABLE COMPUTER, INC. dba KIS**

By:  _____

Title: COO

Date: 6-5-2013