



Business to Business (B2B) Network Access Agreement

Under the terms of this agreement and Contract Number **ENTER CONTRACT NO**, conditional use of selected Waukesha County networks or systems may be granted subject to the following terms and conditions:

1. Description of access: **ENTER DESCRIPTION**
2. For purposes of this agreement, the point of contact for the Waukesha County Information Systems Division is: **ENTER CONTACT**
3. The Contractor shall provide Waukesha County with the name of an individual who will serve as the single point of contact and that individual will be responsible for receiving and disseminating information and maintaining the security of user IDs, passwords and networking and configuration information. This individual may be subject to a background investigation under the provisions of this access agreement.
4. The Contractor shall not disclose any elements of IDs, passwords, and/or configuration or security information related to Waukesha County networks or systems without the prior knowledge and approval of Waukesha County. All accounts, systems, and account information is and shall remain the property of Waukesha County, exclusively.
5. The initial term of this access agreement shall be for the period of:
6. Waukesha County reserves the right to approve or amend as necessary, any engineered or recommended connections requested or required by Contractor and to dictate connection protocols and standards. The Contractor will determine the required access characteristics and transmit those requirements to the Waukesha County Information Systems contact identified above, which shall retain all rights to deny any portion of the requested access characteristics.
7. Access shall be restricted to the systems and for the purposes described in paragraph 1 above. Any access, which is not expressly permitted, is denied. Waukesha County networks shall not be used by the Contractor to access the Internet, other systems or networks, or personal E-mail. In addition, Waukesha County networks shall under no circumstances be used to sweep, scan or attempt to determine the topology or security of other systems or networks. In the event that accidental or unintended intrusion does occur, the connection will be terminated immediately, and Waukesha County will be notified the next business day.
8. As a part of this agreement, the Contractor will provide a copy of its corporate security policy to Waukesha County.
9. All information, including but not limited to: phone numbers, IP addresses, login IDs, passwords, configuration information, system names, server counts, model numbers or uses, applications names or information, volumes, network topology, security devices programs and practices, storage locations, file and folder structures and all information therein is considered proprietary and confidential property of Waukesha County and may not be disclosed to business partners, subcontractors or any other entity without the prior written approval of an appropriate official of Waukesha County.



10. Waukesha County does actively monitor and record information on network activity. Contractor should therefore have no presumption of privacy when using the Waukesha County network.
11. By signing the agreement, Contractor agrees to compensate Waukesha County Government for any loss, damage or denial of service caused through its connection to Waukesha County systems and/or networks. Contractor shall also agree to participate fully in any security; privacy or acceptability of use investigation such as may be required during the course of this contract, whether or not fault or liability has been established.
12. Contractor shall ensure that it is fully protected from viruses, spyware, Trojans, and other malicious programs or files before attempting to connect to Waukesha County networks. If Contractor detects a virus or security incident within its enterprise at any time during its connection, the Contractor is required to terminate the connection and notify Waukesha County immediately.
13. Contractor shall make no attempt to implant code, cause the connected network, workstation or system to sniff or collect packets, create additional user accounts (or unauthorized access methods, commonly known as "backdoors"), or in any way alter or record the activities of Waukesha County systems. Only those things specifically allowed in paragraph 1, above, may be accomplished, installed or altered.
14. All connections require authentication, which must be unique to each user. Users may be subject to background checks and prior approval in order to be granted access. Waukesha County must be notified in writing or by acknowledged E-mail of the full names of anyone requiring access or receiving the login information or password. Waukesha County must be notified immediately if any employee having access is terminated from employment with or voluntarily leaves Contractor's organization so that passwords can be changed or accounts closed.
15. Waukesha County will notify Contractor of all background checks required. Contractor shall confirm in writing to the Waukesha County Information Systems contact identified above that they have conducted the background checks and that Contractor will not use any personnel for whom background checks have revealed factors that make them unsuitable for the activity to be undertaken for the County.
16. Remote access will be suspended when not in regular use, and at the discretion of Waukesha County. It will be reestablished on an as-needed basis and only when required.
17. We require password changes on a regular basis.
18. Waukesha County hereby identifies the method of notification to be used to notify us of changes or incidents:

Email: Security@waukeshacounty.gov

Phone: 262.970.4757



The following requirement ____ does ____ does not apply to this agreement.

19. Contractor shall establish and maintain procedures and controls which assure that no information in its records or obtained from Waukesha County shall be improperly used or disclosed. Contractor agrees that all data in paper or electronic format, including test data, or other information submitted to the Contractor during testing phase, demonstration phase, and/or prior to production mode, and post production mode shall be immediately returned to Waukesha County or destroyed by Contractor in a secure and confidential manner upon Waukesha County's acceptance of work performed by Contractor. Any such data kept electronically by Contractor shall be deleted from Contractor's information system in a manner compliant with the most current industry standards of care which ensures that data erasure and destruction techniques is permanent and all data is removed and unrecoverable.

At the conclusion of this agreement, Contractor must complete the IT Data Destruction Form, when applicable, and submit it to Waukesha County, certifying the return or secure and confidential disposition of the data.

The following requirement ____ does ____ does not apply to this agreement.

20. Systems within Waukesha County may contain Protected Health Information (PHI) as defined by federal Health Insurance Portability and Accountability Act (HIPAA). In addition to the security policies in this clause, all provisions of HIPAA must be adhered to. The Contractor is also required to sign a HIPAA agreement and have its personnel be trained in the handling of PHI, and the proper reporting of PHI access and disclosures.

Failure to comply with any of the terms listed in this section may result in the termination of this agreement, termination of remote access privileges, and/or prosecution or litigation for damages if circumstances warrant.

Waukesha County

Contractor

By: _____

By: _____

Name: **Laura Stauffer, CPCU, ARM**

Name: _____

Title: **Risk/Purchasing Manager**

Title: _____

Date: _____

Date: _____