



SCOTT COUNTY HEALTH DEPARTMENT
Administrative Center
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February 20, 2012

To: Dee F. Bruemmer, County Administrator
From: Edward Rivers, Health Director

RE: SharePoint Agreement and Resolution for the Scott County Board of Supervisors

The Scott County Board of Supervisors (BOS) has a contract with the Iowa Department of Public Health (IDPH) for the County Substance Abuse Prevention Services Grant. Dollars received from this grant are used to provide substance abuse programming involving education, prevention, referral, or post-treatment services. This is a grant that the county has participated in for a number of years, subcontracting with Center for Alcohol & Drug Services, Inc.(CAD) to provide services.

The IDPH began utilizing SharePoint (an electronic document library) for the management of service contracts, including the signing of contract documents, submission of reports and submission of requests for reimbursement of expenses on July 1, 2010. The BOS has an existing Memorandum of Understanding (MOU) with IDPH regarding the use of SharePoint. In addition, the Scott County Board of Health and Scott County D/B/A Scott County Health Department have similar MOUs.

Effective January 17, 2012, IDPH has begun requiring contractors to use a digital signature for signing all IDPH contracts, amendments, programmatic and financial reports within its SharePoint sites. The reason behind this is that IDPH became aware of potential audit findings related to signatures on contracts within SharePoint. A potential audit finding may occur if an authorized user inputs a signature for an individual other than him or herself, or if an agency prints the contract, has someone that does not have SharePoint authorization sign the contract and scans and uploads the contract back into SharePoint. We do not believe that the County has been acting in a manner that would produce an audit finding.

The SharePoint service contract system automatically produces an audit trail related to the activities that occur within the system. This audit history includes the date, time and the user conducting the activity within the system. That is why it is important that only authorized users as identified with the SharePoint MOU conduct activities in accordance with the terms of that MOU.

As part of the process of reviewing the use of SharePoint, IDPH reviewed the current SharePoint MOU. During this review, the IDPH found some inconsistencies related to users' authority as identified in the SharePoint User MOU and activities conducted. In addition, IDPH identified a need to modify the levels of user authorities to improve contract management capabilities at the local level. In light of the changes identified, the MOU was revised and the IDPH has strongly recommended contractors complete a new MOU.

In order to accommodate the requirement of a digital signature, staff have been meeting with Sarah Kautz, Budget Manager, to determine an efficient manner to handle the signature process. In the past,

when an application, contract or report was in need of signature, staff would provide it to Chris Berge, and following approval, it would be signed by the Chair of the Board of Supervisors and returned to the Health Department for processing. Under the new system, the document would need to be provided electronically, the Board Chair would need to log into the County's network, locate the document and apply a password protected electronic signature. Only the individual whose signature it is can apply the signature.

The conclusion of staff, with input from you as County Administrator, is to recommend to the BOS that they pass a resolution that would grant the individuals listed in Section 6(a) of the SharePoint MOU the authority to legally obligate the Board of Supervisors to approved agreements by inserting their electronic signature and submitting the document. The BOS would still approve the application/contract as in past, but it would not be signed by the Chair. Instead, the approved document would be signed by an individual designated in Section 6(a) of the SharePoint MOU-Health Department Director, Health Department Deputy Director or Budget Manager. The SharePoint MOU would also designate the Health Department Administrative Office Assistant as an authorized user for the execution and submission of financial documents and contractually required reports and the Health Department Deputy Director as contract administrator for the Sharepoint MOU. We recommend that this be placed on the March 1, 2012 Committee of the Whole Agenda discussion and that the resolution take effect immediately and include the FY12 contract already approved.

**SHAREPOINT USER MEMORANDUM OF UNDERSTANDING (MOU)
IDPH SERVICE CONTRACT CENTER**

**BETWEEN THE
IOWA DEPARTMENT OF PUBLIC HEALTH
AND THE**

Insert Agency Legal Name (include D/B/A “doing business as” as applicable):

SECTION 1. IDENTIFICATION OF THE PARTIES.

The Iowa Department of Public Health (herein referred to as the Department) is a state agency authorized to enter into this agreement. The Department’s address is Lucas State Office Building, 321 East 12th Street, Des Moines, Iowa 50319-0075.

The (herein referred to as the Agency)

is a organized under the laws of the state of Iowa.

The Agency’s address is:

SECTION 2. PURPOSE.

It is the mutual desire of the Department and the Agency to collaborate on SharePoint electronic service contract initiatives. The SharePoint Server (“SharePoint”) is a Web-based document library system which allows the Department and Authorized Users to distribute and receive competitive selection and service contract documents, business records and financial documents.

The primary reason for this Memorandum of Understanding (MOU) is to grant certain limited rights to the Agency with respect to the use of SharePoint Service Contract Center and to provide the terms and conditions which shall govern the Agency’s use of the SharePoint Service Contract Center. This Agreement shall also outline the terms under which the Department shall add Authorized Users for access to the Agency’s SharePoint site.

SECTION 3. DURATION OF AGREEMENT.

The initial term of this Agreement is for six years, effective on the date of signatures unless terminated earlier in accordance with the terms of this Agreement. After expiration of the initial term, the Department may elect to renew this Agreement for additional periods upon such terms and conditions as may be acceptable to the Department.

SECTION 4. CONTRACT ADMINISTRATORS.

Marcia Spangler, Division Director, Division of Administration and Professional Licensure has been designated by the Department to act as its contract administrator for this Agreement. The Department’s contract administrator must approve any changes in the terms or conditions specified in this Agreement. Contact information:

Name	Marcia Spangler
Business Name	Iowa Department of Public Health
Street Address	Lucas State Office Building, 321 East Twelfth Street
City, State, Zip	Des Moines, IA 50319-0075
Telephone Number	515-281-7689
E-mail address	Marcia.spangler@idph.iowa.gov

The individual identified below has been designated by the Agency to act as its contract administrator for this Agreement. This individual is responsible for administrative matters of this Agreement and serves as the primary contact for legal and administrative matters and shall be an individual that has the authority to legally obligate the agency. This individual will be required to sign all MOU modification requests authorizing future user changes for the identified agency’s SharePoint site.

Contact information:

Name:

Business Name/Title:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

The Agency shall provide written notification to the Department within ten (10) working days for any change to the Contract Administrator. Such notification shall include successors Name, title, business address, telephone number, and email address.

SECTION 5. DUTIES OF THE DEPARTMENT.

The Department agrees:

- A. The Department shall maintain a license agreement with Microsoft for SharePoint Server.
- B. The SharePoint is managed by staff at the Department. The Department shall provide technical support through a Help Desk available Monday – Friday 8 AM to 4 PM at email Sharepointhelp@idph.iowa.gov or 1-866-520-8987. A tutorial guide is available at Help Viewer tab within SharePoint.
- C. The Department shall have the sole authority and responsibility to add and manage all Authorized Users, unless otherwise designated by the Department.

D. The Department shall verify the status of Authorized Users prior to acceptance of any legal or financial document from the SharePoint site (i.e. the individual signing the contract is authorized at the appropriate level in section 6 of this MOU).

E. The Department shall send all legal and administrative notifications regarding SharePoint Service Contract Center i.e. modifications, updates, user issues, etc. to the individual named as contract administrator in Section 4.

F. The Department assumes no responsibility for documents posted by non-Department Authorized Users and no responsibility for the activities, omissions, or other conduct of non-Department Authorized Users. If notified by an Authorized User of a document which allegedly does not conform to the terms and conditions of the MOU, the Department shall investigate the allegation and determine in its sole discretion whether to remove the document. The Department may also monitor documents at random and shall investigate inappropriate posting, usage, or conduct and determine in its sole discretion whether to remove the document. The Department may also terminate the MOU if an Authorized User violates any of the terms or conditions of this MOU.

SECTION 6. DUTIES OF THE AGENCY.

The Agency agrees:

- A. To maintain the following system requirements for use of SharePoint:
- Internet access
 - Operating System: Windows XP or newer
 - Software Applications: Microsoft Internet Explorer 6.0 or newer
Microsoft Office 2000 or newer (including Excel)
Adobe Acrobat Reader 8.0 or newer

Authorized Users will need to be able to add a Trusted Site address to Internet Explorer to be able to install Active-X controls that are used by SharePoint.

Authorized Users must have a unique and individual electronic mail address.

- B. To designate appropriate user authorization level to individual(s) to ensure compliance with contract submissions and conditions for all contracts with the Department that must be managed within the SharePoint system.

There are three “levels” of user authorizations. The Agency shall designate staff to utilize SharePoint for the following functions:

- a. Execution and Submission of Legal Documents

The following persons are designated as Authorized Users for the **execution and submission of legal documents, as well as competitive selection proposals. The individuals designated in this section will have the authority to legally obligate the Agency by inserting their electronic signature and submitting these documents.** These Authorized Users will be granted Administrator privileges which afford the ability to access all documents and information within the site, publish, check out and in documents, modify/edit documents, sign legal and contract documents, delete documents, and subscribe to content in SharePoint. The agency may designate up to 3 individuals at this level of authorization. If the Agency requires more than 3 individuals at this authorization level, a written request justifying the additional Authorized Users must be submitted to the Department. Individuals designated in this section will also be granted the privileges as described in section 6Bb of this MOU.

1.
Name:
Title:
Business Name:
Street Address:
City, State, ZIP:
Telephone Number:
Email Address:

2.
Name:
Title:
Business Name:
Street Address:
City, State, ZIP:
Telephone Number:
Email Address:

3.
Name:
Title:
Business Name:
Street Address:
City, State, ZIP:
Telephone Number:
Email Address:

b. Execution and Submission of Financial Documents and Contractual Reports

The following persons are designated as Authorized Users for the **execution and submission of financial documents** and contractually required reports (progress reports, etc.) on behalf of the Agency. These Authorized Users will be granted Administrator privileges which afford the ability to access all documents and information, publish and edit financial documents, publish (check documents in and out), modify/edit contractually required reports, and subscribe to content in SharePoint. The individuals listed in this section will have the authority to approve/sign and submit financial/expenditure reports, and approve/sign and submit contractually required reports. The agency may designate up to 5 individuals at this level of authorization. If the Agency requires more than 5 individuals at this authorization level, a written request justifying the additional Authorized Users must be submitted to the Department. Individuals designated in this section (6Bb) will **not** be granted the privileges as described in Section 6Ba unless expressly listed in 6Ba.

1.

Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

2.

Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

3.

Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

4.

Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

5.

Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

c. Viewing of Documents and Information

The following persons are designated as Authorized Users to **view all documents (legal, contractual and financial documents)** on behalf of the Agency. These Authorized Users will be granted Contractor User privileges which afford the ability to access/view information and subscribe to content in SharePoint. This level of authorization does not allow user to sign, edit or submit information. The agency may designate up to 5 individuals at this level of authorization. If the Agency requires more than 5 individuals at this authorization level, a written request justifying the additional Authorized Users must be submitted to the Department.

1.
Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

2.
Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

3.
Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

4.

Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

5.

Name:

Title:

Business Name:

Street Address:

City, State, ZIP:

Telephone Number:

Email Address:

C. If, for any reason, substitution or elimination of a specified individual becomes necessary, the Agency shall provide written notification to the Department by submission of a MOU Modification Request form. The Agency shall notify the Department in writing within ten (10) working days of any change of authorized personnel.

D. Only Authorized Users to whom the Department has granted rights may access SharePoint. Authorized Users must establish a secure system password. Authorized Users shall not disclose their password to anyone.

E. Authorized Users shall not post documents which contain any of the following:

- Copyrighted material (unless the authorized user owns the copyright or has the owner's permission to post the copyrighted material)
- Material that infringes on or misappropriates any persons intellectual property or other proprietary rights
- Material that is unrelated to the purposes for which SharePoint is to be utilized
- Material which is obscene, libelous, defamatory, threatening, harassing, abusive, or otherwise inappropriate or unprofessional
- Advertising
- Material which is used for the purpose of pursuing or obtaining employment

F. Authorized Users should be aware that confidential information may be posted or transmitted via SharePoint if authorized by federal or state statute or administrative rule. Authorized Users shall maintain the confidentiality of all confidential information posted or transmitted via the SharePoint in accordance with federal and state laws. If an Authorized User uploads/posts a document to a folder which is accessible only to other users within the agency, that Authorized User remains the lawful custodian of that record for purposes of Iowa Code chapter 22.

G. Agency shall not use SharePoint in any manner which is inconsistent with the department's license agreement with Microsoft for SharePoint.

SECTION 7. INDEMNIFICATION

A. The Agency agrees to defend, protect, indemnify and hold harmless the State of Iowa and the Department, and their officers, employees, board members, representatives, officials, agents and volunteers from and against any and all claims, costs, expenses, losses, damages, liabilities, settlements and judgments, including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorney's fees of other counsel required to defend the State of Iowa or the Department, related to or arising from:

1 Any violation or breach of any term or condition of this Agreement or any violation or breach by Agency of any term or condition of the Agreement;

2 Any negligent, intentional or wrongful act or omission of Agency or any agent or subcontractor utilized or employed by Agency;

3 The Agency's performance or attempted performance of this Agreement, including through any agent or subcontractor utilized or employed by Agency;

4 Any infringement or misappropriation of any copyright, trademark, patent, trade dress, trade secret or other intellectual property right.

B. **Survives Termination.** The indemnification obligations of Agency shall survive termination or expiration of this Agreement.

SECTION 8. TERMINATION.

A. The Department may terminate this Agreement, without penalty, by providing at least thirty (30) days written notice to the Agency.

B. The Department may terminate this Agreement immediately and without penalty if it determines that the Agency has violated any of the terms or conditions of this Agreement.

C. The Agency may terminate this Agreement by providing at least sixty (60) days written notice to the Department.

D. The Department shall have the right to terminate this Agreement without penalty by providing at least ten (10) days written notice to the Agency if the Department determines that any of the following conditions exist: adequate funds are not appropriated or legally available to allow the Department to fulfill its obligations under this Agreement; adequate funds are de-appropriated or not allocated or available or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason; the Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department; or the Department's duties are substantially modified.

SECTION 9. ADMINISTRATION

A. Compliance with the Law. The Agency, its officers, employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers.

B. Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties.

C. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the State, the Department, and the Agency.

D. Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Department or the State of Iowa.

E. Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part by Agency without the prior written consent of the Department. For the purpose of construing this clause, a transfer of a controlling interest in the Agency shall be considered an assignment.

F. Integration. This Agreement represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in this Agreement.

G. Headings or Captions. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

H. Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

I. Joint and Several Liability. If the Agency is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of such activities and obligations.

J. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

K. Authorization. The Agency represents and warrants to the Department that:

- 1 It has the right, power and authority to enter into and perform its obligations under this Agreement.

2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

L. Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

M. Award of Related Agreements. The Department may undertake or award supplemental or successor agreements for work related to this Agreement. The Agency shall cooperate fully with other contractors, consultants, and other persons who may be engaged by the Department in connection with this Agreement. The Agency will ensure that its subcontractors will abide by this provision.

N. Sovereign Immunity. The Department does not waive sovereign immunity by entering into this Agreement and specifically retains immunity and all defenses available to it under Iowa law, including, without limitation, Iowa Code Chapter 669 and the Constitution of the State of Iowa.

O. Non-Exclusive Rights. This Agreement and the rights granted hereby are not exclusive. The Department reserves the right to grant rights identical or similar to those granted hereby to third parties at anytime.

P. Any use of the Department's name, logo, or other identifier must have prior written approval from the Department.

Q. The Agency's duties and obligations set forth in Sections 5 through 9 above shall survive termination or expiration of this Agreement.

R. No exchange of funds will occur pursuant to this agreement.

S. Supersedes. This agreement supersedes all previously executed SharePoint User MOU between the Department and the Agency; as well as all Modification Request Forms for the SharePoint User MOU submitted by the Agency.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

FOR AND ON BEHALF OF THE AGENCY:

Contract Administrator Signature:
Title:
Date:

FOR AND ON BEHALF OF IOWA DEPARTMENT OF PUBLIC HEALTH:

Contract Administrator Signature:
Title:
Date:

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

March 1, 2012

APPROVING A RESOLUTION TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE IOWA DEPARTMENT OF PUBLIC HEALTH RELATIVE TO SHAREPOINT CONTRACT MANAGEMENT SERVICES

WHEREAS, The Iowa Department of Public Health has implemented the use of SharePoint Server ("SharePoint") as its web-based document library system which allows the Iowa Department of Public Health and Authorized Users to distribute and receive competitive selection and service contract documents, business records and financial documents; and

WHEREAS, it the mutual desire of the Iowa Department of Public Health and the Scott County Board of Supervisors to collaborate on SharePoint electronic service contract initiatives; and

WHEREAS, certain limited rights to be delegated by the Board of Supervisors to individuals authorized according to criteria outlined in the SharePoint Memorandum of Understanding; and

WHEREAS, these individuals designed will have the authority to legally obligate the Board of Supervisors by inserting their electronic signature and submitting certain documents;

NOW THEREFORE, BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That it hereby determines the Health Department Director, the Deputy Health Department Director, and the Budget Manager have authorization to obligate the Board of Supervisors to approved agreements by inserting their electronic signature and submitting legal documents on behalf of the Board of Supervisors.

Section 2. That it hereby determines the Administrative Office Assistant in the Health Department has authorization to execute and submit financial documents and contractually required reports on behalf of the Board of Supervisors.

Section 3. That it hereby determines the Deputy Health Department Director has the authority to act as contract administrator for this SharePoint Memorandum of Understanding.

Section 4. That it hereby determines this resolution will cover contracts previously agreed upon during the FY12 fiscal year.

Section 5. This resolution shall take effect immediately.