

RETIREE REMOTE ACCESS AGREEMENT AND POLICY

1. PURPOSE/OVERVIEW/SCOPE

The HR Self Service and Retirement Web Site Remote Access system (hereinafter referred to as "Remote Access") includes all information and electronic communications transmitted, stored or displayed, as well as the software and stored data. Information contained within HR Self Service is private and confidential. The unauthorized use of HR Self Service and/or disclosure of information contained within HR Self Service could subject the user to potential civil liability and/or criminal prosecution. For this reason, to gain remote access to HR Self Service as well as the Retirement web site the user hereby agrees to strictly adhere to the terms of this policy. By signing the policy below, the user acknowledges that he or she has read the policy, is familiar with its contents, and agrees to abide by the terms of this policy in all respects.

This policy and agreement govern all remote access to HR Self Service and the Retirement web site. The terms of this policy and agreement are intended to prevent the unauthorized disclosure of private or confidential data, information or materials to unauthorized third-parties.

2. GENERAL TERMS APPLICABLE TO ALL USERS

As used herein, the terms "Oakland County," "County," "us," "we," or "our" means Oakland County, Michigan. The terms "user," "you," or "your" means the person(s), contractor(s), and other third-party(ies) registered to use Remote Access.

3. OWNERSHIP OF REMOTE ACCESS, DATA AND ELECTRONIC COMMUNICATIONS

Remote Access is the property of Oakland County and is intended for County business use only. All data, electronic communications, and other work products created and/or retained within HR Self Service or the Retirement web site are the property of Oakland County. Nothing contained in this policy should be construed to require or allow disclosure of any private or confidential data, information, or materials that would otherwise be protected from disclosure by Federal or State law or applicable rules and regulations.

4. APPLICABILITY TO EMPLOYEES, CONTRACTORS, AND OTHER USERS

This agreement applies to all users, including employees (full and part-time), retirees, contractors, volunteers, and other individuals who are provided Remote Access. Contractors and third parties should only be provided Remote Access as necessary for their business purpose with the County, and shall abide by all applicable provisions of this policy. Contractors and third-parties who violate this policy may be removed from Remote Access, have their contract(s) terminated, and/or be restricted from doing business with the County in the future. In addition, other legal remedies may be pursued.

5. COMPUTER EQUIPMENT, BROWSER ACCESS, AND INTERNET SERVICES

A. INSTALLATION, MAINTENANCE AND OPERATION OF EQUIPMENT

The user hereby acknowledges that he/she is responsible for obtaining, installing, maintaining and operating all *non*-County owned equipment necessary for Remote Access. The user hereby acknowledges that he/she will utilize an antivirus software package / system on his/her *non*-County owned equipment and that he/she will update same periodically in a reasonable manner.

B. INTERNET SERVICES

The user hereby acknowledges that he/she is responsible for obtaining Internet services via the Internet Service Provider (ISP) of his/her choice and for paying any and all fees imposed by such ISP and/or other communications service provider. The user hereby acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and hereby expressly assumes such risks (to the extent that the law allows). The user hereby acknowledges that he/she has requested remote access for his/her own, personal convenience, has made his/her own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information, and is satisfied with that assessment.

6. USER ID'S AND PASSWORDS

The user hereby acknowledges that a unique "User ID" and password will be provided by the County, that only the user is authorized to use said "User ID" and password to access HR Self Service and/or the Retirement web site, and that said "User ID" and password will be removed upon termination of the user's relationship with the County.

7. SECURITY BREACHES

The user hereby acknowledges that all security breaches or instances of possible identity theft should be reported to local law enforcement authorities and the County's security specialist. Special procedures and provisions have been established with the County's Corporation Counsel, Human Resources Department, and Information Technology Department to address security-related issues.

8. ELECTRONIC MAIL/NOTICES

By remotely accessing HR Self Service and the Retirement web site, the user hereby acknowledges that all notices or other communications arising from the County's obligations under this Agreement and/or related to Remote Access services may be sent to the electronic mailbox provided to Oakland County, or by other manner as permitted by law.

9. OTHER COUNTY POLICIES

In addition to this Agreement, the user hereby acknowledges that he/she agrees to be bound by the "OAKLAND COUNTY ELECTRONIC COMMUNICATION POLICY" and "COMPUTER HARDWARE/SOFTWARE USAGE AND LICENSE POLICY" found on HR Self Service. The user hereby acknowledges that he/she will comply with all other County policies and written requirements as may be furnished / required in connection with Remote Access. Oakland County's policies, rules, and regulations may be found on HR Self Service.

10. PENALTIES

Remote Access users who violate this policy may be subject to, if applicable, civil liability as well as criminal prosecution. Contractors and third-parties who violate this policy may be removed from HR Self Service and/or the Retirement web site, have their contract(s) terminated, and/or be restricted from doing business with the County in the future. In addition, other legal remedies may be pursued.

11. ENFORCEMENT OF POLICY

The Department of Information Technology has the ability to monitor Remote Access. With the approval of Human Resources and Corporation Counsel, violations of this policy shall be brought to the attention of Human Resources. Human Resources will investigate the matter and determine the appropriate action. Questions related to this section should be referred to the Labor Relations Unit of the Human Resources Department.

12. RIGHT TO TERMINATE

Oakland County reserves the right to terminate or suspend this Agreement, and/or the services covered hereby, in whole or part, at any time and for any reason without prior notice. The user may opt out of participation in Remote Access by notifying the Human Resources Security Specialist. Upon such notification, his/her Remote Access will be disabled.

13. ALTERATIONS AND AMENDMENTS

The terms of this Agreement and other documentation and requirements associated with Remote Access may be altered or amended by the County. In such event, the County shall provide notice of same on HR Self Service or to the electronic mailbox provided by Oakland County to all users, or in another manner(s) permitted by law. The user's access to HR Self Service and/or the Retirement web site after such notice has been provided will be considered his/her agreement to same.

14. DISPUTES

In the event of a dispute over appropriate use of Remote Access, receipt of notices, or other understandings between the County and users, the terms of this Agreement shall control.

15. NO WARRANTIES

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THE USER'S USE, NON-USE, OR RELIANCE UPON HR SELF SERVICE SERVICES PROVIDED HEREUNDER; THE USER'S USE OF NON-COUNTY EQUIPMENT, ANTIVIRUS SOFTWARE, OR BROWSER, INCLUDING THE INSTALLATION OF SAME; FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONES, OR OTHER INTERCONNECTION PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS; INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE; FAILURE OR UNAVAILABILITY OF INTERNET ACCESS; PROBLEMS WITH INTERNET SERVICE PROVIDERS; PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES; PROBLEMS WITH DATA TRANSMISSION FACILITIES, TELEPHONE SERVICE; OR ANY OTHER PROBLEMS THE USER MAY EXPERIENCE DUE TO CAUSES BEYOND OAKLAND COUNTY'S CONTROL. OAKLAND COUNTY DOES NOT MAKE ANY WARRANTIES CONCERNING THE EQUIPMENT, THE SOFTWARE, THE BROWSER, OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. OAKLAND COUNTY IS NOT RESPONSIBLE FOR ANY DAMAGE TO THE USER'S EQUIPMENT, SOFTWARE, MODEM, TELEPHONE, OR OTHER PROPERTY RESULTING FROM HIS/HER USE OF HR SELF SERVICE. FURTHER, NO LICENSE TO THE USER IS IMPLIED IN THESE DISCLAIMERS.

16. SIGNATURE

I hereby acknowledge that I have read, understand, and agree to comply with the terms and conditions of the **Retiree Remote Access Agreement and Policy** herein.

Signature: _____ Date: _____

Printed Name: _____ Phone Number: _____

Email Address: _____

For Internal Use Only:

- PS
- RA
- AD
- GD
- EM
- TR

PLEASE RETURN TO:

**OAKLAND COUNTY HUMAN RESOURCES
ATTN: KARI SCHMALZEL - RETIREMENT UNIT
2100 PONTIAC LAKE RD BLDG 41W
WATERFORD MI 48328-0440**