

JUMP Technology Services®
200 Russell M Perry Ave.
Oklahoma City, OK 73104
www.jumpfaster.com



This agreement is made between JUMP Technology Services, L.L.C. (hereafter referred to as JUMP) and Humboldt County, a political subdivision of the State of California (hereafter referred to as CUSTOMER). JUMP and CUSTOMER may also be referred to as "parties".

This Agreement covers:

- Software Licenses and Hosting Services (Exhibit A),
- Maintenance and Support Services (Exhibit B),
- Consulting and Development Services (Exhibit C),
- Mutual Non-Disclosure (Exhibit D)
- Additional Provisions (Exhibit E)
- CUSTOMER HIPAA Business Associate Agreement (Exhibit F)
- Budget (Exhibit G)

The term of this agreement shall be from July 1, 2019 through June 30, 2021.

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ENTIRE AGREEMENT

- 1.1. This Agreement, including the above exhibits(s) constitutes the sole terms and conditions of JUMP's agreement with CUSTOMER. Any additional or inconsistent terms proposed by CUSTOMER in CUSTOMER's purchase order(s) or elsewhere are hereby expressly rejected unless expressly accepted in writing by JUMP.
- 1.2. All CUSTOMER orders must be made by submitting properly completed Schedules signed by CUSTOMER and JUMP. All Schedules shall refer to this Agreement by number and will incorporate the terms of this Agreement.

2. Delivery

- 2.1. All delivery dates (and installation dates, if applicable) are approximate.
- 2.2. Every effort will be made to deliver and install, if applicable, by the approximated dates.

3. Invoicing and Payment

- 3.1. All payments are due thirty (30) days from invoice date. JUMP may impose a late payment charge equal to the lesser of 1-1/2% per month.
- 3.2. Software license fees are billed quarterly in advance.
- 3.3. The maximum amount payable by CUSTOMER for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Fifty Nine Thousand Three Hundred Sixty Eight Dollars (\$59,368.00). LEAPS agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state

or federal funding or allowance rates are reduced or eliminated, CUSTOMER may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.

4. Taxes

- 4.1. CUSTOMER shall pay all sales, use, excise or other tax payable as a result of any sale, license, use and/or installation, if applicable.

5. Limitation of Liability and Damages

This Agreement shall not be executed by CUSTOMER, and JUMP is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- 5.1. **Insurance.** JUMP will submit or cause to be submitted to CUSTOMER Certificate(s) of insurance documenting agreed upon insurance coverage, naming CUSTOMER as additional insured and shall submit or cause to be submitted annually evidence of renewal in the form of updated Certificates of Insurance, at policy renewal date.
- 5.2. **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, JUMP shall provide workers' compensation insurance for all employees engaged in performance of duties under this Agreement, in an amount not less than ONE MILLION dollars (\$1,000,000). Said policy shall contain, or be endorsed to contain, a waiver of subrogation against CUSTOMER, its agents, officers, officials, employees and volunteers.
- 5.3. **Liability Insurance.** JUMP shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage.
 - 5.3.1. **General Liability.** Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of JUMP or any officer, agent, or employee of JUMP under this Agreement. CUSTOMER, its officers, employees, and agents shall be named as "Additional Insured" on any policy. The policy or policies shall provide that CUSTOMER will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.
 - 5.3.2. **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on company owned, hired, leased and non-owned vehicles used in conjunction with JUMP's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence
 - 5.3.3. **Professional Liability Insurance.** Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence, Four Million Dollars (\$4,000,000.00) general aggregate. Said insurance shall be maintained for the statutory period during which LEAPS may be exposed to liability.
- 5.4. **Limitations on Liability.** Notwithstanding the provisions of Agreement paragraph 5 "Limitation of Liability and Damages" and sub-paragraphs, the liability of the parties and the remedies of the parties shall be limited as follows:
 - 5.4.1. **Uncontrollable Events.** Neither party shall bear any liability arising out of events beyond the control of such party, including but not limited to acts of God, acts of a public enemy,

fires, floods, storms, earthquakes, riots, strikes, lock-outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party.

5.4.2. **Consequential Damages.** Neither party shall bear any liability for special, consequential, incidental or indirect damages resulting from "uncontrollable events" (including without limitation loss of anticipated income or profits, loss of goodwill, or other loss or damages), even if such party has been informed of the possibility of such damages.

6. Indemnification

- 6.1. **General Indemnification.** Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- 6.2. **Third-Party Software Indemnification.** JUMP shall hold harmless, defend and indemnify CUSTOMER, and its agents, officers, officials, employees and volunteers from and against any and all claims that the licenses and/or services provided pursuant to the terms and conditions of this Agreement infringe or misappropriate any third-party's patent, copyright, trademark, trade secret or other intellectual property rights, and will be responsible for any adverse final judgment or settlement, to which JUMP consents, resulting from such claims of infringement or misappropriation. CUSTOMER shall promptly notify JUMP in writing of such claims of infringement or misappropriation and give JUMP sole control over its defense and settlement. CUSTOMER agrees to provide JUMP with reasonable assistance, cooperation and information relating to the defense any claims of infringement or misappropriation. If, due to a claim of infringement or misappropriation, the licenses and/or services provided pursuant to the terms and conditions of this Agreement are held by a court of competent jurisdiction to be infringing, JUMP may, at its option and expense, replace or modify the licenses and/or services to be non-infringing, obtain a license which allows CUSTOMER to continue using the software or terminate this Agreement and provide CUSTOMER a refund of any prepaid, unused fees.
- 6.3. **Comparative Liability.** Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- 6.4. **Effect of Insurance.** Acceptance of the insurance required by this Agreement shall not relieve JUMP from liability under this provision. This provision shall apply to all claims for damages related to the licenses and/or services provided pursuant to the terms and conditions of this Agreement regardless of whether any insurance is applicable or not; The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by JUMP hereunder.

7. Termination

- 7.1. **Early Termination.** Either party may terminate this Agreement prior to its expiration date by giving 20 days written notice. As set forth in Exhibit A, CUSTOMER shall be responsible for payment of all subscription, license fees, and maintenance services owing through and including the effective date of such termination.
- 7.2. **Effect of Termination.** Upon termination of this Agreement for any reason, each party will return to the other party all confidential materials developed by or belonging to such party, which have been delivered pursuant to this Agreement. Termination of this Agreement will not relieve CUSTOMER of its obligations to make full payment to JUMP for any amounts then due and/or payable to JUMP.
- 7.3. **Failure to Pay.** CUSTOMER'S failure to pay license and subscription fees may result in service interruption or termination without notice. CUSTOMER may be subject to a re-establishment of service fee of \$250 per delinquent month or partial month.
- 8. Remedies**
- 8.1. In addition to any right or remedy given in this Agreement, both parties shall have all other rights and remedies conferred by law or equity.
- 9. Governing Law**
- 9.1. This Agreement will be governed by the local law of the State of California, excluding any principles of conflicts of law.
- 10. Parties in Interest**
- 10.1. Nothing in this Agreement provides any legal rights to, or creates any liability for, anyone not an executing party of this Agreement.
- 11. Assignment**
- 11.1. Neither party may assign or transfer this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the other party; except that either party may assign or transfer this Agreement in the case of a merger, acquisition, consolidation or sale of substantially all the assets to which this Agreement relates. Subject to the foregoing limitation, this Agreement will inure to the benefit of and be binding upon the parties hereto, their successors, and assigns.
- 12. Relationship of the Parties**
- 12.1. The relationship between CUSTOMER and JUMP created under this Agreement shall be that of independent contractors.
- 13. No Waiver of Default**
- 13.1. Either party's failure to exercise any of its rights under this Agreement shall not be deemed a waiver thereof; nor shall waiver of any provisions hereof be deemed a waiver of any future compliance herewith, and such provisions shall remain in full force and effect.
- 14. Interpretation**
- 14.1. Unless defined herein, words having well-known technical or trade meanings shall be so construed.
- 15. Nuclear Free Ordinance**
- 15.1. By executing this Agreement, JUMP certifies that it is not a Nuclear Weapons Contractor, in that JUMP is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt CUSTOMER Ordinance. JUMP

agrees to notify CUSTOMER immediately if it becomes a Nuclear Weapons Contractor as defined above. CUSTOMER may immediately terminate this Agreement if it determines that the foregoing certification is false or if JUMP subsequently becomes a Nuclear Weapons Contractor.

16. Entire Agreement

16.1. This Agreement, including the exhibits, supersedes all prior proposals, negotiations and communications, oral or written, between the parties with respect to the subject matter hereof; no modification or amendment to this Agreement shall be binding unless in writing and signed by representatives of both parties.

17. Counterpart Execution

17.1. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

Exhibit A
Software Licenses and Hosting Services

1. Licenses
 - 1.1. On any JUMP developed Licensed Software, CUSTOMER will receive a personal, nonexclusive and nontransferable license to use the Licensed Software and related documentation.
 - 1.2. Access to the hosted software by each active CUSTOMER user account during the billing period will be included in the licensed user count regardless of the length of time the account was active in the billing period.
2. Ownership
 - 2.1. Except for the rights expressly granted herein, this Agreement does not transfer from JUMP to CUSTOMER any intellectual property and/or developed technology, and all right, title and interest in and to such property/technology will remain solely with JUMP.
3. Trade Secrets and Source Code
 - 3.1. CUSTOMER agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from JUMP's developed technology.
4. Confidential Information
 - 4.1. During the term of this Agreement, each party may disclose to the other certain proprietary or confidential information, which shall be received in confidence and shall not be revealed to third parties or applied to uses other than recipient's performance of its obligations hereunder.
 - 4.2. Neither party shall disclose, advertise or publish the specific terms or conditions of this Agreement without the prior written consent of the other party, except (i) as may be required by law and (ii) to its professional advisors and to investors or potential investors.
 - 4.3. CUSTOMER will maintain all rights and privileges to its specific database content. JUMP shall have no rights or privileges to database content, other than as required to implement JUMP technology and for the purpose of training, research, support, and maintenance of the licensed software.
5. Compliance with Laws.
 - 5.1. JUMP agrees to adhere to the terms and conditions set forth in Exhibit F - Customer HIPAA Business Associate Agreement, which is attached hereto and incorporated herein by reference. A breach of the attached Business Associate Agreement shall constitute a material breach of this Agreement. In the event of a conflict between Exhibit F and any other portion of this agreement, the terms of Exhibit F shall control.
 - 5.2. JUMP shall not publish or disclose, permit or cause to be published, disclosed, or used, any confidential information pertaining to a public social services applicant(s) or recipient(s) obtained in the course of work performed for or with CUSTOMER.
 - 5.3. JUMP will establish and implement appropriate privacy and security safeguards with respect to CUSTOMER'S Protected Health Information that may be maintained, transmitted or viewed in connection with the services under this Agreement. JUMP affirms that to the full extent pertinent to the services provided under this Agreement, such safeguards will be consistent with the standards set forth in regulations under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and the ("HITECH Act") and the Omnibus Rule (the "Final Rule") published on January 17, 2013.
 - 5.4. To the full extent pertinent to the services provided under this agreement, JUMP shall comply with Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

- 5.5. MediCal PII information that may be shared with JUMP by CUSTOMER or which JUMP may view or come into contact with in the course of delivery of services under this Agreement shall be held as confidential and shall be used only in accordance with Welfare and Institutions Code section 14100.0 and 42 Code of Federal Regulations section 431.300 and sections following, as permitted under the terms of this Agreement and/or as required by law, and/or by court order.
- 5.6. JUMP personnel who may encounter legally protected HIPAA or MediCal PII data in the performance of services under this Agreement shall be informed of legally confidential nature of such data and of the civil and criminal sanctions for non-compliance with the applicable federal and state laws.
6. **Hosting Service**
- 6.1. **Internet Connectivity Service Not Included.** CUSTOMER acknowledges that this agreement does not provide Internet Service Provider (ISP) connectivity services. CUSTOMER shall obtain and maintain a separate Internet connection agreement through an ISP in order to access the licensed software.
- 6.2. **Data Location.** JUMP will host the licensed software including the database within the United States on a server co-located at Rackspace or other mutually agreed upon data center provider.
7. **Warranty**
- 7.1. **Anti-Virus Warranty.**
- 7.1.1. JUMP represents and warrants that licensed software as written and delivered via the Internet will not contain any virus, worm, or other codes or routines designed to disable, damage, impair or erase software or data on the equipment upon which the licensed software is accessed.
- 7.1.2. CUSTOMER acknowledges that the licensed software is dependent upon an Internet browser installed upon the user's computer and that JUMP's warranty does not extend to the Internet browser.
- 7.1.3. CUSTOMER shall retain responsibility for anti-virus including the Internet browser on the user's computer.
- 7.1.4. CUSTOMER represents and warrants that it shall not upload electronic documents or files to the licensed software which contain any virus, worm, or other codes or routines designed to disable, damage, impair or erase software or data on the equipment upon which the license software is installed and hosted.

Exhibit B
Software Maintenance and Product Support

1. Definition of Support Services

1.1. For critical outages, CUSTOMER representatives may contact JUMP by telephone at designated after-hours numbers that will be provided at execution of this agreement. All non-critical incidents and requests for service must be reported via JUMP's Support Services Center (SSC) via the CUSTOMER support portal by authorized CUSTOMER representatives located at <https://jumpssc.com>. For privacy and security as well as timeliness tracking, support inquiries may not be sent via email. JUMP's analyst will respond to CUSTOMER Program inquiries, coordinate resolution of Program problems, including the verification of any reported errors, provide acceptable problem workaround, and communicate with designated CUSTOMER representatives on status and/or for additional problem information and supply the Error Corrections and/or Update Release, as necessary.

2. Support Plan

2.1. CUSTOMER representatives may access support through the CUSTOMER support portal or by calling 918-624-5867 during normal business hours. Normal business hours are between 7 a.m. and 7 p.m. (Central Time), Monday through Friday, excluding national and JUMP company holidays. A list of JUMP company holidays is below as Exhibit B, and is subject to change from year to year. The total number of JUMP company holidays is not to exceed ten (10) days per year. For after-hours contacts, JUMP will provide two, emergency contact numbers. Service includes the following:

2.1.1. Access to support service through web portal and phone (after hours emergencies)

2.1.2. Access to support services by up to three (3) designated CUSTOMER contacts

2.1.3. Access to available Update Release documentation

2.1.4. Web portal access provides

2.1.4.1. Submitting Program inquiries or reporting Program problems

2.1.4.2. Access to Program technical tips

2.1.4.3. Access to Program problem and solution list(s)

2.1.4.4. Access to available Patches

2.1.4.5. Review CUSTOMER call/issue & status

2.1.4.6. Review CUSTOMER maintenance contract status

3. Reporting Service Requests to the Support Services Center

3.1. All CUSTOMER requests, inquiries, or issue reports submitted to JUMP Technology Services (HDT) must be made by a designated CUSTOMER contact. HDT will be assigned one of four categories:

3.1.1. Technical Assistance: Questions about Program usage and installation that do not result in registration of a program defect or enhancement request.

3.1.2. Program Defect: A CUSTOMER encounters a problem that is determined to be an Error or defect in the Program.

3.1.3. Feature Enhancements Requests: Request for a tool or feature that is not included in the current set of JUMP Technology Services' produced or licensed software or features. JUMP will review CUSTOMER's requests for feature enhancement during normal JUMP systems update cycles. JUMP will provide a quote for the enhancement in total hours to be charged against the CUSTOMER contract or additional charge to be added to the current contract.

3.1.4. Documentation Discrepancies: Lack of information or clarity in CUSTOMER documentation.

3.2. All HDT submitted to the SSC shall be made in the form of an issue report and shall include the following:

3.2.1. Contact information for the designated CUSTOMER contact reporting the problem.

- 3.2.2.A general description of the operating environment in which the issue was discovered (as applicable).
- 3.2.3.A description of relevant hardware components in the environment (as applicable).
- 3.2.4.A description of relevant software components (operating system, browser) in the environment and their versions.
- 3.2.5.A description of the problem and expected results.
- 3.2.6.System generated error messages or diagnostics where available.
- 3.3. JUMP will prioritize each issue report according to the following definitions:
 - 3.3.1.**High Priority.** Critical business impact. The CUSTOMER has complete loss of service and work cannot reasonably continue; experiences real or perceived data loss or corruption; an essential part of the system is unusable for the CUSTOMER, which results in the inability to use a mission critical application.
 - 3.3.2.**Medium Priority.** Some business impact. The problem seriously affects the functionality of the Program but can be circumvented so that the Program can be used; or that the Program as a whole functions but that a certain function is somewhat disabled, gives incorrect results or does not conform to the specifications.
 - 3.3.3.**Low Priority.** Minimal business impact. The CUSTOMER can circumvent the problem and use the system with only slight inconvenience. The error can be considered insignificant and has no significant effect on the usability of the software, e.g., a small system error or a small error in the documentation. This priority is also used for questions, comments, and requests for enhancements to the software.
- 3.4. JUMP will acknowledge CUSTOMER'S reported issue according to the priority assigned by JUMP. Acknowledgement time shall mean the time between CUSTOMER reporting the issue to JUMP and the time JUMP notifies the CUSTOMER that it acknowledges the situation.
 - 3.4.1.**High Priority.** Acknowledgement within 2 business hours.
 - 3.4.2.**Medium Priority.** Acknowledgement within 1 business day.
 - 3.4.3.**Low Priority.** Acknowledgement within 1 business day.
- 3.5. JUMP will respond to CUSTOMER'S reported issue according to the priority assigned by JUMP. Response time shall mean the time between CUSTOMER reporting the issue to JUMP and the time that a JUMP analyst or representative is assigned and actively working to remedy the issue.
 - 3.5.1.**High Priority.** Response time within 2 business hours.
 - 3.5.2.**Medium Priority.** Response time within 3 business days.
 - 3.5.3.**Low Priority.** Response time within 5 business days.
- 3.6. **JUMP's undertaking:** For each HDT reported by Customer, JUMP undertakes to:
 - 3.6.1.Maintain a web portal for Customer to report a problem and receive assistance
 - 3.6.2.Acknowledge receipt of all reports to Customer. The acknowledgement shall be in written form and shall provide the name of the representative to which the HDT is assigned as well as a priority assignment which indicates a time-frame in which a response from JUMP can be expected according to the response times in 3.5 above.
 - 3.6.3.Analyze the report and verify the existence of the problem
 - 3.6.4.Give Customer direction and assistance in resolving technical issues.
- 3.7. **Defect Correction Goals.**
 - 3.7.1.For each confirmed defect where the JUMP software product does not conform to the technical product specifications, JUMP may propose both an interim and final resolution.
 - 3.7.1.1. Interim Solution. A temporary solution that lowers the priority classification of the issue.
 - 3.7.1.2. Final Solution. A permanent correction which causes the product to conform to the technical product specification.

3.7.2. High Priority.

3.7.2.1. Interim Solution - All commercially reasonable effort until the defect is repaired

3.8. CUSTOMER'S undertaking:

3.8.1. Appoint designated Contacts from CUSTOMER'S organization for all matters relating to the support issues for JUMP systems

3.8.2. Obtain all necessary information for each issue reported as outlined in 3.2 above.

3.8.3. Include JUMP's identifying HDT number in all subsequent communications with JUMP regarding the HDT.

3.8.4. Respond to all JUMP requests for additional information.

3.9. Closure of HDT

3.9.1. HDT will be considered to be resolved and will be closed under the following conditions:

3.9.1.1. Customer receives an error correction, a workaround, or information that resolves the issue.

3.9.1.2. The reported Issue is identified as not a problem with the JUMP product.

3.9.1.3. If the HDT results in a defect correction that will be routed to the product support team and CUSTOMER has been advised of the acknowledgement and receives a version number for the defect resolution.

3.9.1.4. If the HDT is classified as an enhancement request and the customer has provided information regarding the business problem created by the absence of the enhancement, and the product team has provided an enhancement reference number to the CUSTOMER along with a quote.

3.9.1.5. CUSTOMER has not responded after 10 business days to JUMP after information was provided via a final message left on the HDT or voicemail.

3.10. Software Releases

3.10.1. Prior to the release of any new version, JUMP will provide a detailed release plan and make available, upon CUSTOMER'S request, a test system for CUSTOMER'S review and testing of the new release. Upon successful testing and acceptance by the CUSTOMER, JUMP will schedule the upgrade with the CUSTOMER at a mutually agreed upon time.

3.10.2. All software versions must be installed in sequence.

3.10.3. JUMP may, at its discretion, delay installations for CUSTOMER accounts with overdue invoices.

Exhibit C
Consulting and Training Services

- 1. Intellectual Property**
 - 1.1. Any ideas, concepts, know-how or data processing techniques, developed by JUMP personnel (alone or jointly with the CUSTOMER) in connection with consulting services provided under this agreement are the exclusive property of JUMP.
- 2. Web Based Training**
 - 2.1. All training requests will be scheduled by CUSTOMER representative through JUMP's web portal.
 - 2.2. Cancellation and rescheduling must be coordinated by CUSTOMER representative rather than end users.
 - 2.3. All cancellations to scheduled training must be made 48 hours prior to the scheduled training session. Cancellations less than 48 hours from the scheduled training session may result in \$150 cancellation charge.
 - 2.4. JUMP shall provide a qualified trainer for each web based training class ordered by CUSTOMER.
- 3. On-Site Training**
 - 3.1. CUSTOMER shall provide facilities and equipment for all onsite trainings. For initial training, CUSTOMER shall provide an appropriate training room, with a computer and high speed internet connection for each student and the JUMP trainer as well as a linked projector suitable for use with the provided trainer computer and a projection screen.
 - 3.2. JUMP shall provide a qualified trainer for each on-site training class ordered by CUSTOMER.
 - 3.3. JUMP shall provide a training version of the system.
 - 3.4. All on-site training classes require two weeks' notice of cancellation. Cancellations less than two weeks prior to the training date may result in \$500 cancellation charge.
- 4. Training System for CUSTOMER Led Training**
 - 4.1. CUSTOMER may utilize the JUMP training or testing system to conduct CUSTOMER led training.
 - 4.2. CUSTOMER acknowledges that the training and/or testing system is part of JUMP'S temporary staging and development environment and is not guaranteed to be available without interruption.
 - 4.3. CUSTOMER acknowledges that the training system, when available, is offered without warranty and that CUSTOMER will not use the training system to enter electronic protected health information (ePHI).
 - 4.4. CUSTOMER will maintain all rights and privileges to its specific database content. JUMP shall have no rights or privileges to database content, other than as required to implement JUMP technology and for the purpose of training, research, support, and maintenance of the licensed software.

Exhibit D
Mutual Non-Disclosure

All Information exchanged between the parties in conjunction with this Agreement shall be subject to the following terms. Use of the terms "Recipient" and "Discloser" hereunder refer to either CUSTOMER or JUMP, as the case may be. In consideration of the mutual promises and obligations contained in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- A) The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secrets, information considered to be confidential, valuable and proprietary by Discloser, in connection with business purposes of this Agreement.
- B) Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, specifications, drawings, prices, costs, privileged client information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or third party suppliers or other facts pertinent to the business relationship between Discloser and Recipient (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and pertinent to this Agreement is also subject to the terms of this Provision
- C) Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own confidential and proprietary information, but not less than a reasonable standard of care.
- D) Recipient agrees to use Information solely in connection with purposes of this Agreement and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the project; and (b) have been advised of the confidential and proprietary nature of such Information.
- E) Discloser's Information does not include: a) any information publicly disclosed by Discloser; b) any information Discloser, in writing, authorizes Recipient to disclose without restriction; c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential; d) any information Recipient independently develops without use of or reference to Discloser's Information.
- F) If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient shall provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- G) Information remains at all times the property of Discloser. Upon Discloser's request and/or upon termination of this Agreement, all or any requested portion of the Information (including, but not limited to tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed (at Disclosers option), and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- H) No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.

- I) The term of this Mutual Non-Disclosure and the parties' obligations hereunder commences, except as otherwise stated herein, on the Effective Date of this Agreement and extends with regard to all Information until five (5) years after termination of this Agreement.
- J) This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

Exhibit E
Additional Provisions

A.) CONFIDENTIALITY:

JUMP agrees to comply and to require employees to comply with the provisions of Welfare and Institutions Code (WIC) Section 10850 and 14100.2 to assure that records concerning individuals in connection with the administration of or delivery of services under this Agreement will be kept confidential and not open to examination for any purpose not directly related to such administration. JUMP will not publish or disclose, use or permit, or cause to be published, used or disclosed any confidential information pertaining to any recipient served by the CUSTOMER. The parties acknowledge that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor. JUMP agrees that services provided hereunder shall comply to the full extent applicable, with Health Insurance Portability and Accountability Act (HIPAA), Medi-Cal Data Privacy and Security Agreement (Medi-Cal PII), paragraphs E, F, G, H, K, L, M, Q. Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, specifications, drawings, prices, costs, privileged client information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or third party suppliers or other facts pertinent to the business relationship between Discloser and Recipient (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and pertinent to this Agreement is also subject to the terms of this Provision

B.) CHILD SUPPORT: Public Contract Code / Family Code

JUMP agrees, in accordance with Public Contract Code, Section 7110, to comply with applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code, Division 9, Part 5, Chapter 8 (commencing with Section 5200).

C.) NON-DISCRIMINATION:

D.) In connection with the execution of this Agreement, JUMP, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. JUMP hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations.

DRUG FREE WORKPLACE

JUMP and its employees shall comply with all pertinent State and Federal regulations with regard to maintaining a drug-free workplace.

E.) CONFLICT OF INTEREST

JUMP warrants that it has no interest which would conflict in any manner with the performance of services required under this Agreement.

F.) RESTRICTION, LIMITATIONS OR CONDITIONS

This agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State government that may affect the provisions, terms or funding of this

agreement.

G.) NON-ALLOCATION OF FUNDS

The terms of this Agreement, and the services to be provided there under, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by CUSTOMER, at any time by giving JUMP sixty (60) days advance written notice.

H.) INTERPRETATIONS

The language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against one or the other of the parties hereto.

I.) INVOICING

Invoices as provided in this agreement shall be sent as follows:

Quarterly and Final Invoices. CONTRACTOR shall submit to COUNTY quarterly and final invoices, itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement during the applicable invoice period as set forth in Exhibit G. CONTRACTOR shall submit to COUNTY quarterly and final invoice summaries itemizing the total costs incurred in each budget category during the applicable invoice period as set forth in Exhibit G.

Submission of Quarterly and Final Invoices and Invoice Summaries. All quarterly and final invoices and invoice summaries submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: Fiscal
507 F St.
Eureka, Ca 95501

Exhibit F

CUSTOMER HIPAA Business Associate Agreement

Recitals:

- A. CUSTOMER, as a "Covered Entity" (defined below) wishes to disclose certain information to JUMP, hereafter known as the "BUSINESS ASSOCIATE" (defined below) pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CUSTOMER and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and Security Rule (defined below) requires CUSTOMER to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R") and contained in this Agreement.

The parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- b. **Breach Notification Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- c. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- d. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164,

Subparts A and E.

- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CUSTOMER to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on CUSTOMER's behalf.
- l. **Security Incident** shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate

- a. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CUSTOMER. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE's obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CUSTOMER. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third party, BUSINESS ASSOCIATE must obtain, prior to making any such disclosure, (i) reasonable *written* assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.l. of the Agreement; to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- c. **Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of CUSTOMER and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by CUSTOMER to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of CUSTOMER, agree in writing to the same restrictions and conditions that apply to CUSTOMER with respect to such Protected Information and implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- f. **Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of CUSTOMER, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to CUSTOMER for inspection and copying within five (5) days of a request by CUSTOMER to enable CUSTOMER to fulfill its obligations under state law [California Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable CUSTOMER to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.
- g. **Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of CUSTOMER, within ten (10) days of a request by CUSTOMER for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to CUSTOMER for amendment and incorporate any such amendment or other documentation to enable CUSTOMER to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS

ASSOCIATE must notify CUSTOMER in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

- h. **Accounting of Disclosures.** Within ten (10) days of a request by CUSTOMER for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to CUSTOMER the information required to provide an accounting of disclosures to enable CUSTOMER to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CUSTOMER. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to CUSTOMER in writing.
- i. **Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CUSTOMER and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall provide CUSTOMER a copy of any Protected Information and other documents and records that BUSINESS ASSOCIATE provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- j. **Minimum Necessary.** BUSINESS ASSOCIATES, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- k. **Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- l. **Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify CUSTOMER within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each

individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that CUSTOMER is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

Contact Information for Reporting Notifications of Possible Breach:

DHHS Compliance and Quality Assurance Administrator & Privacy Officer

DHHS Compliance and Quality Assurance Office

507 F Street

Eureka, California 95501

(707) 441-5410

- m. **Breach Pattern or Practice by Business Associate's Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to CUSTOMER of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent's obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with CUSTOMER to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- n. **Audits, Inspection and Enforcement.** Within ten (10) days of a request by CUSTOMER, BUSINESS ASSOCIATE and its agents and subcontractors shall allow CUSTOMER or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify CUSTOMER within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

3. Termination

- a. **Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by CUSTOMER, shall constitute a material breach of the Agreement and shall provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

- b. **Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of CUSTOMER, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CUSTOMER, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If CUSTOMER elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to CUSTOMER that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

**Exhibit G
Budget**

No.	Item	Description	Date	Qty	Price	Extended
1	Information and Assistance	One time setup fee for I&A Module	07/01/2019	1	\$2,000.00	\$2,000.00
2	Home Safe	Home Safe Data Collection and CDSS Reporting	07/01/2019	1	\$2000.00	\$2000.00
3	LEAPS 21 - 30	Licensing and hosting	07/01/2019	12	\$1,989.00	\$23,868.00
4	Training - Web Based		07/01/2019	9	\$424.00	\$3,816.00
					Total for Year 1	\$31,684.00
5	LEAPS 21 - 30	Licensing and hosting	07/01/2020	12	\$1,989.00	\$23,868.00
6	Training - Web Based		07/01/2021	9	\$424.00	\$3,816.00
					Total for Year 2	\$27,684.00
					Total for Contract	\$59,368.00

EXECUTED BY REPRESENTATIVES OF BOTH CUSTOMER AND JUMP TECHNOLOGY SERVICES AND EFFECTIVE AS OF THE DATE WHEN SIGNED BY BOTH PARTIES.

For JUMP Technology Services, LLC

By: Denise M. Brinkmeyer Date: 5/22/2019

Name: Denise M. Brinkmeyer
Title: President

For CUSTOMER

By: Rex Bohn Date: 6/18/19

Name: Rex Bohn
Title: Chair, Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: [Signature] Date: 05-22-2019

Risk Management