

**SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT AND
ECCOVIA, INC.
FOR FISCAL YEARS 2023-2024 THROUGH 2027-2028**

This “Software License and Support Services Agreement” (the “Agreement”), is entered into, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Eccovia, Inc., a Utah corporation authorized to do business in the State of California, hereinafter referred to as “CONTRACTOR,” and is made on the last date signed below to be effective as of December 1, 2023, for the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services (“DHHS”), desires to retain a qualified professional organization to provide software for the case management of clients participating in subsidized employment;

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to provide, support and maintain case management system required by COUNTY; and

WHEREAS, the Parties (collectively, the “Parties”) desire to enter into and document their agreement for CONTRACTOR to provide these services to COUNTY and COUNTY to compensate CONTRACTOR.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the Parties agree as follows:

1. DEFINITIONS:

- A. Active User. As used herein, the term “Active User” means a named end-user of the System that has current login privileges. An Active User account (seat) cannot be shared or used by more than one individual Active User but may be reassigned from time to time to new Active Users who are replacing former Active Users who have terminated employment or otherwise changed job status or function and no longer use the System.
- B. Authorized User. As used herein, the term “Authorized User” means those uniquely identified individuals who are authorized by COUNTY to install and/or use the Software regardless of whether those individuals are actively using the Software at any given time.
- C. Effective Date. As used herein, the term “Effective Date” means December 1, 2023.

- D. Inactive User. As used herein, the term “Inactive User” means a named end-user of the System that DOES NOT have current login privileges. An Inactive User may be maintained in the System for historical and data integrity reasons.
- E. Software. As used herein, the term “Software” means the proprietary software products provided by CONTRACTOR pursuant to this Agreement.
- F. Software License. As used herein, the term “Software License” means a software license that authorizes COUNTY to access and run the System baseline application software. This license additionally authorizes connection between a System application instance and up to two (2) databases.
- G. User Access License. As used herein, the term “User Access License” means a certain kind of Software License that allows end-users and their workstations to connect to specific System server software instances.
- H. Fiscal Year. Time frame referenced to indicate 12-month periods between July – June based on the fiscal year of COUNTY.

2. GRANT OF LICENSE AND DESCRIPTION OF SERVICES:

- A. Description of Services: CONTRACTOR agrees to provide the services described in Exhibit A – Scope of Services, Master Services Agreement, and Exhibit B – Scope of Services, Software as a Service (SaaS) Subscription Agreement, which are attached hereto and incorporated herein by reference as though set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Social Services Director, or a designee thereof, hereinafter referred to as “Director,” and agrees any conflicting terms in its standard agreements are subservient to the terms and conditions of this Agreement.
- B. Grant of License to Use Software: CONTRACTOR grants to COUNTY a non-sublicensable, nonexclusive, and non-transferable license to use of the Software as set forth in Exhibit A and Exhibit B, which have been previously incorporated.
- C. Provision of Support and Maintenance Services. CONTRACTOR shall provide the support and maintenance services set forth in Exhibit B pursuant to CONTRACTOR’s support and maintenance policies at the time this Agreement is executed.

3. SCOPE OF LICENSE:

- A. Proprietary Rights. Except for the limited license provided herein, CONTRACTOR and its licensors have and will retain all rights, title and interest, including without limitation, any and all patent, copyright, trademark, trade secret and other intellectual property rights in and to the Software, sample code, third party code, deliverables and all copies, modifications and derivative works thereof, including without limitation, any and all changes which incorporate any of COUNTY’s ideas, feedback or suggestions. COUNTY acknowledges that COUNTY is obtaining only a limited licensed right to

the Software, sample code, third party code and that no ownership rights are being conveyed to COUNTY under this Agreement or otherwise.

- B. License Restrictions. As a condition of COUNTY's non-exclusive license, COUNTY shall not, and shall not allow any third party to:
- i. Decompile, disassemble or otherwise reverse engineer the Software or third-party code or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software or third party code by any means whatsoever, except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions or as permitted by an applicable open source software license.
 - ii. Distribute, sell, sublicense, rent, lease or use the Software, third party code or sample code, or any portion thereof, for time sharing, hosting, service provider or like purposes, except as expressly permitted hereunder.
 - iii. Remove any product identification, proprietary, copyright trademark, service mark or other notices contained in the Software, third party code or sample code.
 - iv. Modify any part of the Software, third party code or sample code, create a derivative work of any part of the Software, third party code, or sample code or incorporate the Software, third party code or sample code into or with other software, except to the extent authorized in writing by CONTRACTOR or as permitted by an applicable open-source software license.
 - v. Publicly disseminate performance information or analysis, including, without limitation, benchmarks, from any source relating to the Software.
 - vi. Utilize any equipment, device, software or other means designed to circumvent or remove any form of product key or copy protection used by CONTRACTOR in connection with the Software, or use the Software together with any authorization code, product key, serial number or other copy protection device not supplied by CONTRACTOR or an authorized partner thereof.
 - vii. Use the Software to develop a product which is competitive with any of CONTRACTOR's product offerings.
 - viii. Use unauthorized product keys or keycodes or distribute or publish keycodes except as may be expressly permitted by CONTRACTOR in writing.
 - ix. As applicable to desktop, prep or user-based server licenses, enable access to the Software for a greater number of Authorized Users than the sum quantity of licenses purchased pursuant to the terms and conditions of this Agreement.

- x. As applicable to desktop, prep or user-based server licenses, reassign license rights between Authorized Users so frequently as to enable a single license to be shared between multiple users.
- xi. Assert, or authorize, assist or encourage any third party to assert, against CONTRACTOR, or any of its affiliates, customers, vendors, business partners or licensors, any intellectual property infringement claim regarding any Software or support and maintenance services provided pursuant to the terms and conditions of this Agreement.
- xii. Use the Software to develop a product that converts any CONTRACTOR file format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of CONTRACTOR.

C. Export Compliance. COUNTY acknowledges that the Software is subject to United States export control and economic sanctions laws, regulations and requirements, as well as the import laws, regulations and requirements of foreign governments. COUNTY agrees that all use, exports and imports related to this Agreement will be in compliance with any and all applicable import and export laws, regulations and requirements. COUNTY shall not allow any third party to export, re-export or transfer any part of the Software in violation of any applicable import or export laws, regulations or requirements. The foregoing obligations include, without limitation, COUNTY or a third-party exporting, transferring or importing the Software to:

- i. Any country subject to an export control embargo or economic sanctions implemented by any agency of the United States or foreign government.
- ii. Any person or entity on any of the United States Government's Lists of Parties of Concern, which can be found online at <http://www.bis.doc.gov/index.php/policy-guidance/lists-of-partiesofconcern>, or any applicable international specially-designated parties or economic sanctions programs.
- iii. Any end-user for any known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required by any United States Government agency having jurisdiction with respect to the transaction.

4. TERM:

This Agreement will be effective commencing on December 1, 2023, and run until June 30, 2028, unless terminated by either party in accordance with this agreement. The Parties agree that any acts which may have occurred on or after December 1, 2023, but prior to the execution of this Agreement are hereby ratified.

5. TERMINATION:

A. Termination for Cause. Either party will have the right to terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same. Either party may terminate this Agreement if: (i)

the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

- B. Termination/Reduction of Authorized Licenses for Convenience or without Cause. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current term, by notifying the other party in writing at least thirty (30) business days prior to the date of the invoice for the following term.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.
- E. Dispute Resolution. In any dispute arising out of the CONTRACTOR's duties and obligations under this Agreement, the Parties shall take all reasonable steps to resolve such disputes prior to the initiation of formal action. Such steps shall include, but are not limited to, written notification by either party to the other of any perceived failure to perform under this Agreement and a reasonable time period of not less than thirty (30) days, for cure. After the cure period has passed, the Parties may pursue their remedies at law and in equity.
- F. Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (a) CONTRACTOR may immediately cease providing Services hereunder; (b) any and all payment obligations of COUNTY under this Agreement up to and including the effective date of termination will become due thirty (30) days after termination; (c) within thirty (30) days after such expiration or termination, each party shall return all Confidential Information of the other party in its possession at the time of expiration or termination and shall not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; (d) CONTRACTOR agrees to maintain a copy of the data pursuant to the records retention provisions of this Agreement for a minimum of three (3) years after final payment by COUNTY as a backup at which time it is permanently deleted.

6. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Ninety-Three Thousand Two Hundred and Fifty-Six Dollars and Fifty-Nine Cents (\$93,256.59). In no

event shall the maximum amount paid under this Agreement exceed Ten Thousand Nine Hundred and Twenty-Four Dollars (10,924.00) for the period of December 2023 through June 2024, Nineteen Thousand Three Hundred Ninety-One Dollars (\$19,391.00) for fiscal year 2024-2025, Twenty Thousand One Hundred Sixty-Five Dollars and Fourteen Cents (\$20,165.14) for fiscal year 2025-2026, Twenty Thousand Nine Hundred Sixty-Nine and Fifty-Six cents (\$20,969.56) for fiscal year 2026-2027, and Twenty-One Thousand Eight Hundred Six Dollars and Eighty-Nine cents (\$21,806.89) for fiscal year 2027-2028. CONTRACTOR 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, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

- B. Baseline Licenses and Active User Subscription. The COUNTY shall pay to the CONTRACTOR, the ClientTrack baseline license, and Active User subscription license fees and Continual Education Services Tuition as specified in Pricing Summary, as described in Exhibit C – Pricing Summary.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.
- D. CONTRACTOR reserves the right to impose a reconnection fee in the event COUNTY'S license is suspended and thereafter requests access to the System. COUNTY reserves the right to decline any reconnection fee the CONTRACTOR proposes that the COUNTY determines is not reasonable or affordable. The Parties acknowledge the record retention obligations shall run from the date of COUNTY's last payment under this Agreement, and only once the record retention period has elapsed, CONTRACTOR has no obligation to retain COUNTY Data or Configuration and COUNTY Data and Configuration may be irretrievably deleted if COUNTY's account is 90 days or more delinquent.

7. PAYMENT:

- A. Invoicing. CONTRACTOR shall submit to COUNTY quarterly invoices substantiating the costs and expenses in advance for the following quarter pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the beginning of each calendar quarter. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit D – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following addresses:

COUNTY: Humboldt County DHHS – Social Services
Attention: Financial Services
dhsssfiscal@co.humboldt.ca.us

AND

Humboldt County DHHS – Information Systems - Purchasing
Attention: IS Purchasing
DHHS-IS-Purchasing@co.humboldt.ca.us

- B. Disputed Costs. COUNTY shall have the right to reasonably and in good faith dispute any portion of any amount billed by CONTRACTOR. If COUNTY believes that CONTRACTOR has billed COUNTY incorrectly, COUNTY must contact CONTRACTOR's customer support department no later than thirty (30) days after the date on the invoice in which the error or problem appeared, in order to receive an adjustment or credit. Such notification shall include written documentation which identifies and substantiates the disputed amount. Notwithstanding the foregoing, COUNTY shall submit to CONTRACTOR, prior to the invoice due date, full payment of the undisputed portion of any fees billed by CONTRACTOR.

8. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Social Services
Attention: Connie Beck, Social Services Director
507 F Street
Eureka, California 95501

CONTRACTOR: Eccovia, Inc.
Attention: Jesse Mortensen, Chief Financial Officer
jmortensen@eccovia.com
2150 W Parkway Blvd Ste A-101
West Valley City, Utah 84119

9. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

10. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR hereby agrees to timely prepare accurate

and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

11. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

12. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures –

Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. HIPAA Business Associate Requirements. CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in Exhibit E – County of Humboldt HIPAA Business Associate Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

13. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR 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, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. COUNTY reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.
- B. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation,

including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

14. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR 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 County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

15. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
- i. The dangers of drug abuse in the workplace;

- ii. CONTRACTOR's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
- i. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - ii. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

16. INDEMNIFICATION:

- A. HOLD HARMLESS, DEFENSE AND INDEMNIFICATION. CONTRACTOR SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY COUNTY AND ITS AGENTS, OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES AND LIABILITIES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND OTHER COSTS OF LITIGATION, ARISING OUT OF, OR IN CONNECTION WITH, CONTRACTOR'S 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 COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, 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 hereunder.

17. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR 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.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of

insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

- i. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
- ii. As stated in Exhibits A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR’s responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
- iii. Workers’ Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
- iv. 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 CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- v. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

vi. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

i. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

a. Includes contractual liability.

b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."

c. Is the primary insurance with regard to COUNTY.

d. Does not contain a pro-rata, excess only and/or escape clause.

e. Contains a cross liability, severability of interest or separation of insureds clause.

ii. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that

CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

- iii. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
- iv. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
- v. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
- vi. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
- vii. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Eccovia, Incorporated
Attention: Carrie Erikson, Accounting & Office Admin
Cerikson@eccovia.com
2150 W Parkway Blvd Ste A-101
West Valley City, UT 84119

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18. RELATIONSHIP OF PARTIES.

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar collaborative association or legal entity. Both Parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

19. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS.

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

20. PROVISIONS REQUIRED BY LAW.

This Agreement may be subject to additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the Parties agree to amend the pertinent section to make such insertion or correction.

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS.

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the Parties agree to comply with the amended provision as of the effective date thereof.

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22. PROTOCOLS.

Both Parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be reasonably negotiated, determined and agreed upon by both Parties hereto.

23. SEVERABILITY.

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

24. ASSIGNMENT.

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

25. AGREEMENT SHALL BIND SUCCESSORS.

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the Parties and to each of their heirs, executors, administrators, successors and permitted assigns.

26. WAIVER OF DEFAULT.

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

27. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES.

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

28. AMENDMENT.

This Agreement may be amended at any time during the term hereof upon the written consent of both Parties.

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29. STANDARD OF PRACTICE.

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

30. TITLE TO INFORMATION AND DOCUMENTS.

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

31. JURISDICTION AND VENUE.

This Agreement shall be construed under the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

32. ADVERTISING AND MEDIA RELEASE.

Any and all informational material related to this Agreement shall receive written approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY in writing of any and all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

33. SUBCONTRACTS.

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

34. ATTORNEYS' FEES.

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees,

including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

35. SURVIVAL OF PROVISIONS.

The duties and obligations of the Parties set forth in Section 5.D. – Compensation upon Termination, Section 10 – Record Retention and Inspection, Section 12 – Confidential Information and Section 16 – Indemnification shall survive the expiration or termination of this Agreement.

36. CONFLICTING TERMS OR CONDITIONS.

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the Parties hereto and the terms and conditions set forth in this Agreement (defined for the purposes of this paragraph as pages 1-16 of this document), the Parties hereto agree that the terms and conditions of this Agreement shall have priority over any such conflicting terms, specifically including any conflicting terms contained in Exhibit A and/or Exhibit B to this Agreement, which contain CONTRACTOR's standard terms and conditions. CONTRACTOR's standard terms and conditions contained in Exhibits A and B to this Agreement are explicitly subservient to the terms contained in this Agreement prepared equally by both Parties.

37. INTERPRETATION.

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

38. INDEPENDENT CONSTRUCTION.

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

39. FORCE MAJEURE.

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, third-party labor strikes or lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

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40. ENTIRE AGREEMENT.

This Agreement contains all of the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the Parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

41. COUNTERPART EXECUTION.

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of 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. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. 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.

42. AUTHORITY TO EXECUTE.

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the last date written below, to be effective as of December 1, 2023.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

ECCOVIA, INC.

By: Steve Taylor

Date: 2023-07-17

Name: Steve Taylor

Title: President

By: Jesse Mortensen

Date: 2023-07-17

Name: Jesse Mortensen

Title: Chief Financial Officer

COUNTY OF HUMBOLDT:

By: Ron Alexander
Humboldt County Purchasing Agent

Ron Alexander 8/3/2023

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Freeman, Krista
Risk Management

Digitally signed by Freeman, Krista
Date: 2023.07.24 10:30:01 -07'00'

Date: _____

LIST OF EXHIBITS:

- Exhibit A – Scope of Services – Master Services Agreement
- Exhibit B – Scope of Services – Software as a Service (SaaS) Subscription Agreement
- Exhibit C – Pricing Summary
- Exhibit D – Sample Invoice
- Exhibit E – County of Humboldt HIPAA Business Associate Agreement

EXHIBIT A
SCOPE OF SERVICE
COUNTY OF HUMBOLDT AND ECCOVIA, INC.
FOR FISCAL YEARS 2023-2024 THROUGH 2027-2028

Eccovia Master Services Agreement

1. Services.

- 1.1 Services. CONTRACTOR shall provide to COUNTY the services described in the Professional Service Order(s) attached to and made a part of this Agreement (the “Services”). From time to time, the Parties may add new Professional Service Orders, which, upon execution by both Parties, will be subject to the terms and conditions of this Agreement. Services may include custom configuration in association with ClientTrack™ software as a service (SaaS) or self-hosted server-based software; integration and interface development, implementation services, advanced support services; training, change management and project management as well as other professional service staff augmentation options. After any Services are completed, it is expected that COUNTY will sign an Acceptance Certificate indicating their acceptance of the completed Service. If the Service(s) are completed by CONTRACTOR and COUNTY unreasonably withholds approval for signoff for twenty or more business days, CONTRACTOR will deem the Service(s) as being accepted.
- 1.2 Ownership and License. All materials developed by Contractor or its third-party consultants or contractors in connection with the performance of the Services (“Work Product”) will be the sole property of the CONTRACTOR. The CONTRACTOR hereby reserves all rights not expressly granted herein. County shall reproduce and shall not obliterate or remove the CONTRACTOR’s intellectual property notices contained in the Work Product.
- 1.3 Work Product delivered hereunder shall be licensed to County pursuant to, and Client’s use of such Work Product shall be subject to, the terms and conditions of the SaaS Agreement (Exhibit B) and the Software License and Support Services Agreement. If there is a conflict between the terms and conditions of this Exhibit A or the Software as a services (SaaS) Subscription Agreement (Exhibit B) and the Software License and Support Services Agreement, the Software License and Support Services Agreement shall prevail.
- 1.4 Notwithstanding the foregoing, for any materials designated as “Third Party Materials” in a Professional Service Order, the parties acknowledge that such materials will be necessary for County to use the Work Product, and County will be solely responsible for obtaining necessary licenses to ClientTrack™ or Third-Party Materials.
- 1.5 In order for COUNTY to utilize in any way the ClientTrack suite of design tools, in addition to a CES subscription, client shall ensure that any employee or third-party contractor that has access to and utilizes the ClientTrack design tools must have achieved certification status from Eccovia. Certification is defined as an Eccovia training course and authorization program with the following elements: ClientTrack skills core curriculum and annual platform designer tool exam. If the client is utilizing a third-party partner (e.g. contracting with another company to support their instance of ClientTrack) then that Contractor’s principals and/or employees involved with handling ClientTrack designer tools must also be certified as defined herein. Moreover, in the case

client utilizes a partner in addition to achieving certification the partner must be registered and authorized with the Eccovia service partner program. The Eccovia certification program as well as the service partner program are renewable on an annual basis.

2. Restrictions.

CONTRACTOR shall not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services required hereunder, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage prior to the commencement of any such driving. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

EXHIBIT B
SCOPE OF SERVICE
COUNTY OF HUMBOLDT AND
ECCOVIA, INC.

FOR FISCAL YEARS 2023-2024 THROUGH 2027-2028
Eccovia Software as a Service (SaaS) Subscription Agreement

Definitions

Licensee: One who is duly authorized to access the ClientTrack™ baseline application software (“the System”).

Software License: A software license authorizes Licensee to access and run the System baseline application software. This license additionally authorizes connection between a System application instance and up to two (2) databases.

Active User: A named end-user of a ClientTrack System that has current login privileges. An Active User account (seat) cannot be shared or used by more than one individual Active User but may be reassigned from time to time to new Active Users who are replacing former Active Users who have terminated employment or otherwise changed job status or function and no longer use the System.

Inactive User: A named end-user of the System that DOES NOT have current login privileges. An Inactive User may be maintained in the System for historical and data integrity reasons.

User Access License: A kind of software license that allows end-users and their workstations to connect to specific System server software instance.

Effective Date: The date from which all the contractual rights and obligations begin.

Grant of SaaS Subscription and Limited Use Software License

Licensee must obtain from CONTRACTOR a valid User Access License sufficient for each Active User authorized to use the ClientTrack Service.

CONTRACTOR hereby grants and Licensee hereby accepts, a limited, non-exclusive license for Licensee’s Active Users to use the System provided Licensee complies with all terms and

conditions of this Agreement and the Software as a Service (SaaS) Subscription Terms & Conditions made a part of this Agreement as Exhibit B.

CONTRACTOR reserves the right to modify the Software as a Service (SaaS) Subscription Terms & Conditions terms and conditions of this Agreement or its policies relating to the System at any time, effective upon written notice as provided in this Agreement; any continued use of the System after any such changes shall constitute your consent to such changes.

This license shall immediately terminate and be null and void upon termination or upon Licensee’s violation of this Agreement.

Price and Payment Terms

Licensee agrees to make prompt payment to CONTRACTOR upon receipt of a properly completed invoice. Licensee shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), and similar charges, however designated or levied. Tax Exemption certificates, if applicable, must be presented prior to invoice if they are to be honored.

Monthly SaaS Active User Subscription Fees are due and payable in advance on a quarterly basis; SaaS billing shall be deemed supported by documentation of SaaS Active User count defined as the greater of a) actual number of Active Users or b) the minimum number of Active Users specified herein.

Additional users may be added by the Licensee as desired. Billing for SaaS Subscription Fees for additional users shall be added to the next quarterly billing based upon the time the user was created.

No Rental/No Commercial Hosting

You may not rent, lease, lend, or provide commercial hosting services with the Software.

Software Ownership

The Software is owned by Eccovia. The Software is licensed to Licensee not sold. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by Eccovia.

Software Limited Warranty

CONTRACTOR warrants to Licensee, that the System will operate substantially in accordance with the most current release of the baseline software for the term of this Agreement. This warranty is void if failure of the software has resulted from accident, abuse, or misapplication.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE IS PROVIDED "AS IS"; CONTRACTOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS: YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

Limitation of Liability

CONTRACTOR SHALL IN NO EVENT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY OR OTHER LEGAL, CONTRACTUAL OR EQUITABLE THEORY FOR: (i) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (iii) COST OF

PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

Non-Payment and Suspension

In addition to any other rights granted to CONTRACTOR herein, CONTRACTOR reserves the right to suspend or terminate this Agreement and Licensee's access to the System if Licensee has not made payment with forty-five (45) days of when payment of an invoice was due (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for Active Users during any period of suspension. If Licensee or CONTRACTOR initiates termination of this Agreement, Licensee will be obligated to pay the balance due on Licensee's account to the end of the current Agreement term or any renewal term.

CONTRACTOR reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the System. You agree and acknowledge that CONTRACTOR has no obligation to retain Licensee Data or Configuration AND Licensee Data and Configuration may be irretrievably deleted if Licensee's account is 90 days or more delinquent.

Termination

Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current term, by notifying the other party in writing at least thirty (30) business days prior to the date of the invoice for the following term.

In the event this Agreement is terminated (other than by reason of your breach), CONTRACTOR will make available to Licensee a file of the Licensee Data within thirty (30) days of termination if Licensee so requests at the time of termination. Licensee agrees and acknowledges that CONTRACTOR has no obligation to retain the

Licensee Data, and may delete such Licensee Data, more than thirty (30) days after termination.

Any breach of your payment obligations or unauthorized use of the System will be deemed a material breach of this Agreement.

CONTRACTOR in its sole discretion may terminate your password, account or use of the System if you breach or otherwise fail to comply with this Agreement.

In any dispute arising out of CONTRACTOR's duties and obligations under this Agreement, CONTRACTOR and Licensee shall take all reasonable steps to resolve such disputes prior to the initiation of formal action. Such steps shall include, but are not limited to, written notification by either party to the other of any perceived failure to perform under this Agreement and a reasonable time period of not less than thirty (30) days, for cure. In the event a mutually acceptable resolution cannot be reached, either party may terminate this Agreement by providing thirty (30) days written notice to the other at the party's last known address.

In the event that any dispute shall require arbitration or other legal proceedings between the parties regarding this Agreement each party agrees to bear its own cost.

Access by CONTRACTOR

Licensee hereby grants CONTRACTOR the right to access its data for analytical purposes to inform and support advanced analytical solutions. Any such data accessed shall be de-identified or otherwise have no characteristics that can provide identification of the underlying client records. Analytical data may be used in advanced analytics solutions.

General

This Agreement and the parties here to agree and consent that this Agreement shall be governed by the internal laws of the State of Utah, without giving effect to principles of conflict of laws and

the exclusive jurisdiction and venue of the state courts sitting in Salt Lake County, Utah or the federal courts in the District of Utah to resolve any disputes arising under this Agreement. In each case this software license and Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

This Agreement and the Exhibits attached hereto contain the complete agreement between the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous agreements or understandings, whether oral or written. The failure or delay of CONTRACTOR to exercise any of its rights under this Agreement or upon any breach of this Agreement shall not be deemed a waiver of those rights or of the breach. No Eccovia or ClientTrack dealer, agent or employee is authorized to make any amendment to this Agreement unless such amendment is in writing and signed by a duly authorized representative of CONTRACTOR.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

ClientTrack™ and other trademarks contained in the System are trademarks or registered trademarks of Eccovia. in the United States and/or other countries. User may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This Agreement does not authorize you to use CONTRACTOR or its licensors' names or any of their respective trademarks

EXHIBIT C
PRICING SUMMARY
COUNTY OF HUMBOLDT AND ECCOVIA, INCORPORATED
FOR FISCAL YEARS 2023-2024 THROUGH 2027-2028

Humboldt County – ClientTrack Recurring Licenses and Services							
	Qty	Rate per Mo.	Year 1 (12/23 – 6/24)	Year 2 (7/24 – 6/25)	Year 3 (7/25 – 6/26)	Year 4 (7/26 – 6/27)	Year 5 (7/27 – 6/28)
Recurring Licenses							
Hosted – Concurrent User Access License (Beginning December 2023 and ending June 2028)	10	\$135.50	\$9,485.00	\$16,910.40	\$17,587.20	\$18,290.40	\$19,022.40
ClientTrack Designer Tool License (Beginning December 2023 and ending June 2028)	1	\$195.00	\$1,365.00	\$2,433.60	\$2,530.94	\$2,632.16	\$2,737.49
Humboldt County, CA. Business License	1	N/A	\$74.00	\$47.00	\$47.00	\$47.00	\$47.00
Total			\$10,924.00	\$19,391.00	\$20,165.14	\$20,969.56	\$21,806.89
5-Year Total							\$93,256.59

Schedules based upon contract effective date of 12/1/23

Annual 4% increase applied to years 2-5

Indicated pricing to expire June 30, 2023, unless ratified by contract

EXHIBIT D
SAMPLE INVOICE
COUNTY OF HUMBOLDT AND
ECCOVIA, INC.
FOR FISCAL YEARS 2023-2024 THROUGH 2027-2028

Eccovia, Inc.
2150 W. Parkway Blvd. Suite A-101
Salt Lake City, UT 84119 US
(801) 451-2885
accounting@eccovia.com

BILL TO
Humboldt County
dhsssfiscal@co.humboldt.ca.us
dhhs-is-
purchasing@co.humboldt.ca.us

INVOICE 21600

DATE 08/24/2022 **TERMS** Due upon receipt

DUE DATE 08/24/2022

DESCRIPTION	QTY	RATE	AMOUNT
Draft Invoice	1	0.00	0.00
SUBTOTAL			0.00
TAX			0.00
TOTAL			0.00
TOTAL DUE			\$0.00

PAID

EXHIBIT E
COUNTY OF HUMBOLDT HIPAA BUSINESS ASSOCIATE AGREEMENT
COUNTY OF HUMBOLDT AND ECCOVIA, INC.
FOR FISCAL YEARS 2023-2024 THROUGH 2027-2028

RECITALS:

WHEREAS, COUNTY, as a “Covered Entity” wishes to disclose certain information to CONTRACTOR, hereafter known as “BUSINESS ASSOCIATE” pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”).

WHEREAS, COUNTY 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.

WHEREAS, pursuant to HIPAA Regulations, the Privacy Rule and Security Rule (defined below) COUNTY is required 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.

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. **DEFINITIONS:**

- A. **Breach.** As used herein, the term “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.** As used herein, the term “Breach of 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.** As used herein, the term “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.** As used herein, the term “Covered Entity” shall have the meaning given to such term under the Privacy and Security Rules, including, without limitation, 45 C.F.R. Section 160.103.
- E. **Designated Record Set.** As used herein, the term “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.** As used herein, the term “Electronic Protected Health Information” means Protected Health Information that is maintained in or transmitted by electronic media.

- G. Electronic Health Record. As used herein, the term “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. As used herein, the term “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. As used herein, the term “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. As used herein, the term “Protected Health Information” (“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. As used herein, the term “Protected Information” shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY’s behalf.
- L. Security Incident. As used herein, the term “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. As used herein, the term “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. As used herein, the term “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 COUNTY. 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 COUNTY. 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 COUNTY 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 COUNTY 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 COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY 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 COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to

COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under 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 COUNTY 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 COUNTY, within ten (10) days of a request by COUNTY 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 COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY 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 COUNTY 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 COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY 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 COUNTY. 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 COUNTY 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 COUNTY 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 concurrently provide COUNTY with copies of any Protected Information and other records that BUSINESS ASSOCIATE provides to the Secretary.
- J. Minimum Necessary. BUSINESS ASSOCIATES and 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 COUNTY 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 COUNTY 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 164.1408, 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)]. Any and all notices required pursuant to the terms and conditions of this provision shall be submitted to COUNTY at the following address:

COUNTY: Humboldt County DHHS Compliance and Quality Assurance Office

Attention: Compliance and Quality Assurance Administrator & Privacy Officer 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 COUNTY 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 COUNTY to discuss and attempt to resolve the problem as one (1) 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 COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY 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 COUNTY 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 COUNTY, 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 COUNTY, 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 COUNTY, 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 COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

4. 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.

Signature Certificate

Reference number: HEJST-ZE8CA-YPXSY-XWPNU

Signer

Timestamp

Signature

Steve Taylor

Email: staylor@eccovia.com

Sent:

17 Jul 2023 20:49:41 UTC

Viewed:

17 Jul 2023 20:50:17 UTC

Signed:

17 Jul 2023 20:50:58 UTC



Recipient Verification:

✓ Email verified

17 Jul 2023 20:50:17 UTC

IP address: 76.8.194.2

Location: Lehi, United States

Jesse Mortensen

Email: jmortensen@eccovia.com

Sent:

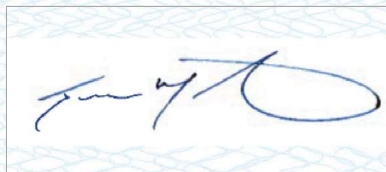
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Viewed:

17 Jul 2023 20:49:45 UTC

Signed:

17 Jul 2023 20:52:19 UTC



IP address: 76.8.194.2

Location: Lehi, United States

Document completed by all parties on:

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