

**JUMP TECHNOLOGY SERVICES, LLC.
ENTERPRISE SUBSCRIPTION AGREEMENT**

AGREEMENT #: 8433
EFFECTIVE DATE: 07/01/2024
EXPIRATION DATE: 06/30/2027

This agreement is made between JUMP Technology Services, L.L.C. (hereafter referred to as JUMP Technology Services) and County of El Dorado (hereafter referred to as Customer) and will become effective upon execution and will continue in effect until the services provided for herein have been performed or until terminated as provided herein. Each of JUMP Technology Services and Customer may be referred to herein individually as a “Party” and together as the “Parties.” This Agreement, including the Schedules, 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. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be affected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.

All Customer orders must be made by properly submitting completed Schedules signed by Customer and JUMP. All Schedules shall refer to this Agreement by number and will incorporate the terms of this Agreement.

The term of this agreement shall be from 07/01/2024 through 06/30/2027. The maximum amount of this contract shall not exceed \$34,190.76.

Schedules

- Schedule A: Definitions
- Schedule B: Service Level Agreement
- Schedule C: Training
- Schedule D: Statement of Services
- Schedule E: Certificate of Insurance
- Schedule F: Business Associate Agreement (BAA)

1 DEFINITIONS

Bolded terms used herein but not defined, have the meaning set forth in Schedule A.

2 LICENSED SOFTWARE

2.1 Customer will receive a personal, nonexclusive, and nontransferable license to use the Licensed Software and related documentation during the term designated on this Agreement.

2.2 Except for the rights expressly granted herein, this Agreement does not transfer from JUMP Technology Services 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 Technology Services. Customer shall supervise and approve access for all **Authorized Users** of the Licensed Software and shall prevent unauthorized access and use of the Licensed Software. Customer may not use any component of the System to provide services to third parties as a service bureau or data processor.

3 SERVICES

This Agreement sets forth the terms and conditions under which JUMP Technology Services agrees to provide (i) certain hosted “software as a service” (“**Subscription Services**”) for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefore, a “**Platform**”) to **Authorized Users**, as further set forth on each order form (“**Order Form**”) and (ii) if applicable, all other implementation services, customization,

integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management (“**Professional Services**” together with **Subscription Services**, the “**Services**”) related to Customer’s access to, and use of, such **Subscription Services** and each **Platform**, as further set forth on each statement of services (“Statement of Work”) issued hereunder (Order Forms and Statements of Professional Services are sometimes referred to jointly as a “Statement of Services”).

3.1 Platform. During the term set forth in this Agreement, JUMP Technology Services shall provide Customer (a) a non-exclusive, non-assignable, limited right to access and use the **Platform** during the Term, solely for Customer’s internal business operations and subject to the terms of this Agreement and schedules; and (b) Software support as set forth in Schedule D.

3.2 Subscription Services. Each applicable **Order Form** shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable **Platform**, user limitations, fees, subscription term and other applicable terms and conditions. For Licensed Software, JUMP Technology Services shall provide the Support Services as set forth in Schedule D.

3.3. Professional Services. Unless otherwise stated, **Professional Services** shall be performed on a time and materials basis at JUMP’s standard rates.

3.4 Changes to Platform. JUMP Technology Services may, in its sole discretion, make any changes to any **Platform** that it deems necessary or useful to maintain or enhance (a) the quality or delivery of JUMP Technology Services’ products or services to its customers, (b) the competitive strength of, or market for, JUMP Technology Services’ products or services, (c) such **Platform**’s cost efficiency or performance, or (ii) to comply with applicable law.

3.5 Customer Responsibilities. Customer shall approve access for all **Authorized Users** to the **Platform** and shall prevent unauthorized access and use of the **Platform** and **licensed software**. Customer shall not and shall ensure that its **Authorized Users** do not: (i) sell, resell, lease, lend or otherwise make available the **licensed software** to a third-party; (ii) modify, adapt, translate, or make derivative works of the **licensed software**; or (iii) sublicense or operate the **licensed software** for timesharing, outsourcing, or service bureau operations. Customer will maintain sufficient bandwidth and network connectivity for the operation of the **licensed software** and **subscription services** and shall have sole responsibility for installation, testing, and operations of Customer facilities, telecommunications and internet services, equipment, and software upon Customer’s premises necessary for Customer’s use of the **licensed software**. Customer will pay all third-party access fees incurred by Customer to access and use the **Platform** and **licensed software**.

4 PLATFORM ACCESS AND AUTHORIZED USER

4.1 Administrative Users. During the configuration and set-up process for each **Platform**, Customer will identify an initial administrative user account which will be configured by JUMP Technology Services account during initial implementation. Customer will be responsible for creating Customer’s additional administrative accounts. JUMP Technology Services will maintain its administrative accounts to assist Customer in support of its **service level agreement**.

4.2 Authorized Users. Customer may allow such a number of Customer’s employees and/or independent contractors as is indicated on Schedule D to use the applicable **Platform** on behalf of Customer as “**Authorized Users**.” **Authorized User** subscriptions are for designated **Authorized Users** and cannot be shared or used by more than one **Authorized User**. Newly **Authorized Users** must have their own account and unique email address. Customer will be responsible for monitoring active licensed users and inactive accounts that should no longer have access to the **Platform**. Customer will be responsible for requesting the next license level to add more licenses to this Agreement as needed. JUMP Technology Services audits licensed users monthly and will notify customer via the Customer Portal if Customer exceeds their contracted license limit. If Customer does not right the overage within 30 business days, JUMP Technology Services will send an invoice for the additional licenses that are being used.

4.3 Authorized User Conditions to Use. As a condition to access and use of a **Platform** each **Authorized User** shall agree to abide by the terms of use laid out in this Agreement.

4.4. Account Responsibility. Customer will be responsible for (i) all uses of any account created by Customer or created by JUMP Technology Services at customer’s written request, regardless of Customer’s knowledge of such use, and (ii) securing its passwords (including but not limited to administrative and user passwords) and files. JUMP Technology Services is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords of Customer user accounts. Customer shall also ensure that each **Authorized User** uses their own unique login and password when they log into the **Platform**.

5 ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

5.1 Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, deconstruct or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the **Platform**, **Software** (ii) modify, translate, or create derivative works based on a **Platform** or any **Software**; (iii) use a **Platform** or any **Software** for timesharing or service bureau purposes or other computer

service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any **Software** or a **Platform** in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such **Software** or **Platform**. **Software** and the **Services** are the **Confidential Information** of JUMP Technology Services.

5.2 Customer Compliance. Customer shall use, and will ensure that all **Authorized Users** use, each **Platform**, **Software**, and the **Services** in full compliance with this Agreement and all applicable laws and regulations. Customer represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to the **Platform and licensed software** provided by JUMP Technology Services, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. JUMP Technology Services may suspend Customer's account and access to each **Platform** and **Services** at any time and without notice if JUMP Technology Services reasonably believes that Customer is in violation of this Agreement. Although JUMP Technology Services has no obligation to monitor Customer's use of a **Platform**, JUMP Technology Services may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

5.3 Cooperation. Customer shall provide all cooperation and assistance as JUMP Technology Services may reasonably request to enable JUMP Technology Services to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing JUMP Technology Services with such access to Customer's premises and its information technology infrastructure as is necessary for JUMP Technology Services to perform the **Services** in accordance with this Agreement.

5.4 Training and Education. Customer shall use commercially reasonable efforts to cause **Authorized Users** to be, at all times, educated and trained in the proper use and operation of each **Platform** that such **Authorized Users** utilize, and to ensure that each **Platform** is used in accordance with applicable manuals, instructions, specifications, and documentation provided by JUMP Technology Services. Customer shall be responsible for entering a help desk ticket when one-on-one new user training is needed.

5.5. Customer Systems. Customer shall be responsible for obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use each **Platform**, including modems, hardware, servers, software, operating systems, networking, web servers and the like.

5.6 Restrictions on Export. Customer shall not to transfer, or authorize the transfer of, the **Licensed Software** to a prohibited country or otherwise in violation of any such restrictions or regulations.

6 CONFIDENTIALITY

6.1 Confidential Information. With respect to **Confidential Information** of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such **Confidential Information**, that it uses to protect its own proprietary and **confidential information** of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such **Confidential Information** in strict confidence and not use, sell, copy, transfer reproduce, or divulge such **Confidential Information** to any third party, (iii) not use such **Confidential Information** for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

6.2 Compelled Disclosure. The Receiving Party may disclose **Confidential Information** of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such **Confidential Information**, in whole or in part.

6.3 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages. Disclosing Party has the right to terminate this Agreement upon discovery of such breach.

7 PROPRIETARY RIGHTS

7.1 Ownership. Customer shall own all right, title, and interest in and to the **Customer Data**. JUMP Technology Services shall own and retain all right, title, and interest in and to (i) each **Platform**, **Software** and the **Services** and all improvements, enhancements, test scripts, documents, or modifications thereto, (ii) any software, applications, inventions, or other technology developed in connection with the **Services**, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing. JUMP Technology Services shall grant to Customer a non-exclusive, non-transferable license to use the **Platform** only for Customer's own internal purposes in connection with the **Licensed Software** and **Services**.

7.2 Customer Data and Vendor Information License. Customer hereby grants to JUMP Technology Services a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use and otherwise exploit (i) **Customer Data** to provide the **Services** to Customer hereunder and as necessary or useful to monitor and improve a **Platform**, **Software**, and the **Services**,

both during and after the Term. For the avoidance of doubt, JUMP Technology Services may use, reproduce, and disclose **Platform**-, **Software**- and **Services**-related information, data and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to Customer or any other identifiable individual person or entity for product improvement and other lawful purposes, all of which information, data and material will be owned by JUMP Technology Services. Customer acknowledges that it will not have access to Customer Data through JUMP Technology Services or any Platform following the expiration or termination of this Agreement except as provided in Section 9.4.

7.3 Aggregated Statistical Information. JUMP Technology Services owns the aggregated and statistical data derived from the operation of the **Platform**, including, without limitation, the number of records created by the **Platform**, the numbers and types of transactions, configurations, and reports processed and the performance results (“Aggregated Statistical Information”). Nothing in this agreement shall be construed as prohibiting JUMP Technology Services from utilizing the Aggregated Statistical Information for purposes of providing or improving its services, benchmarking service performance, preparing statistics and system metrics, and marketing; provided however, that JUMP Technology Services’ use of Aggregated Statistical Information does not disclose any information that is related to an identified or identifiable individual and has been provided by Customer within the Platform (“**Customer Data**”) to any third party.

7.4 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

8 FEES & PAYMENT

8.1 Fees. Customer shall pay all fees set forth herein and laid out in Schedule D.

8.2 Payment. JUMP Technology Services may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by JUMP Technology Services thirty (30) days after the mailing date of the invoice, or received date if sent electronically, unless otherwise specified on the applicable **Order Form**. Invoices that are more than fifteen (15) days past due shall be subject to a finance charge at a rate of one percent (1%) per month or the maximum permissible legal rate. Customer shall also be liable for any attorney and collection fees arising from JUMP Technology Services’ efforts to collect any unpaid balance of Customer. If Customer’s undisputed invoices are thirty (30) days or more overdue, in addition to any other rights and remedies (including termination), JUMP Technology Services may suspend the Services without liability until all issues are resolved.

Invoices shall be sent to:

Payments shall be made to:

JUMP Technology Services

P. O. Box 3452

Edmond, OK 73083

8.3 Payment Disputes. If Customer believes that JUMP Technology Services has billed Customer incorrectly, Customer must contact JUMP Technology Services no later than forty-five (45) days after the mailing date of the invoice, or received date if sent electronically, in order to receive an adjustment or credit. Inquiries should be directed to JUMP Technology Services’ customer support department or the applicable Account Manager.

8.4 No Deductions or Setoffs. All amounts payable to JUMP Technology Services hereunder shall be paid by Customer to JUMP Technology Services in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

8.5 License Overage. JUMP Technology Services reserves the right to audit Customer’s use of the **Platform**. If Customer’s use is greater than contracted, Customer shall be invoiced for any licenses used above the amount set forth herein. If any increase in fees is required, Customer shall also pay the expenses associated with the audit.

8.6 Taxes. Customer shall pay all shipping charges, as well as any taxes, fees or costs imposed by any governmental body arising as a result of this Agreement. JUMP Technology Services shall be responsible for taxes on its net income.

9 TERM AND TERMINATION

9.1 Term. This Agreement shall remain in effect until its termination as provided below (the “Term”). The term of each Statement of Services shall begin on the applicable “Services Effective Date” and continue until all Services expire or are terminated in accordance with this Agreement.

9.2 Termination. JUMP Technology Services may terminate this Agreement upon written notice to Customer if no Statement of Services is in effect. In addition to any other remedies it may have, either party may also terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or as agreed upon by both parties after receipt of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, if Customer is a state agency or a political subdivision of a state, or a federal agency or a political subdivision of the federal government, Customer may terminate this Agreement at any time (i) for convenience upon ninety (90) days' written notice to JUMP Technology Services, or (ii) if adequate funds to pay JUMP Technology Services all fees owed hereunder are not appropriated to such Customer during the Term, unless otherwise authorized by law; provided, it is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience, substitution for another procurement system or solution, or to circumvent the requirements of this Agreement in any way. Furthermore, failure to use the **Licensed Software, Services, and Platform** or Upgrades thereto in accordance with Applicable Law is a material breach of this Agreement and cause for termination.

9.3 Effect of Termination. Upon termination of the Agreement, each outstanding **Statement of Services**, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the **Subscription Services** and JUMP Technology Services shall immediately cease providing the **Professional Services**. If (i) JUMP Technology Services terminates this Agreement pursuant to the second sentence of Section 9.2, or (ii) Customer terminates this Agreement pursuant to clause (ii) of Section 9.2, all Fees that would have become payable had each outstanding **Statement of Service** remained in effect until expiration of its current term will become immediately due and payable.

9.4 Customer Data Upon Termination. Upon termination of the Agreement, all Customer Data retained by JUMP Technology Services in database files shall be made available to Customer by a SQL Server database backup file (.bak) for a period of 60 days after the termination of this Agreement. Thereafter, JUMP Technology Services shall securely destroy **Customer Data** using a method that prevents recovery of the data in accordance with industry best practices for wiping of electronic media (e.g. NIST SP 800-88r1). All Customer Data will be rendered unreadable and unrecoverable.

9.5 Survival. Sections [3.1, 7.2, 7.4, and 9–1] shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

10 WARRANTY AND DISCLAIMER

10.1 Warranties. JUMP Technology Services represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the **Customer Data** that is placed on, transmitted via or recorded by a **Platform** and the **Services**; (ii) the provision and use of **Customer Data** as contemplated by this Agreement and each **Platform** and the **Services** does not and shall not violate any Customer's privacy policy, terms- of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to; and (iii) with the exception of social security numbers, no **Customer Data** will include bank routing numbers, credit card or debit card numbers, credit report information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Fair Credit Reporting Act, and the Gramm-Leach-Bliley Act. Additionally, Customer warrants that it will not enter data governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) unless JUMP Technology Services has indicated in writing in Schedule D – Statement of Services that the system provided by JUMP Technology Services is offered for the purposes of collecting protected health information.

10.2 Remedy. Customer's sole and exclusive remedy for any breach of the warranties set forth herein or in an Order Form shall be to notify JUMP Technology Services of the applicable non-conformity, in which case JUMP Technology Services shall use commercially reasonable efforts to correct such non-conformity. Notwithstanding the foregoing, JUMP Technology Services shall not be responsible for any non-conformity which arises as a result of (a) any act or omission of Customer, including a failure to use the **System** or **Services** in conformance with the Documentation or Applicable Law; (b) any person (other than JUMP Technology Services) making modifications to the **Platform** in any way without JUMP Technology Services' prior written consent; or (c) any failure of any component of Hardware, Sublicensed Software, or any Customer-supplied software, equipment, or other third-party materials.

10.3 No Virus Warranty. JUMP Technology Services warrants that it will provide the **Services** free of viruses, worms, time bombs, Trojan horses, corrupted files, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any systems, data, personal information, or property of another ("Malicious Code"). This warranty does not extend to Customer media files.

10.4 Security, Data and Backup Warranty. JUMP Technology Services warrants that JUMP Technology Services will use commercially reasonable efforts to safeguard and accurately maintain **Customer Data**, consistent with industry security standards and backup procedures. In the event of a breach, JUMP Technology Services shall use commercially reasonable efforts to correct **Customer Data** or restore **Customer Data** as quickly as possible, but in any case not to exceed three (3) business days. This warranty does not extend to any Third-Party Applications or Customer Data not hosted by JUMP Technology Services.

10.5 Warranty of Title. JUMP Technology Services warrants that it is the owner of the **Platform** or otherwise has the right to provide the **Services** as set forth in this Agreement without violating any proprietary rights of any third parties.

10.6 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, JUMP TECHNOLOGY SERVICES DOES NOT WARRANT THAT ACCESS TO THE **PLATFORMS, SOFTWARE OR SERVICES** WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES JUMP TECHNOLOGY SERVICES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE **SERVICES**. FURTHER, JUMP TECHNOLOGY SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO **SERVICES** PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A **PLATFORM**, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN JUMP TECHNOLOGY SERVICES AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE **PLATFORMS, SOFTWARE AND SERVICES** ARE PROVIDED "AS IS," AND JUMP TECHNOLOGY SERVICES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10.7 Customer Warranty. Customer warrants that Customer (a) has the power and authority to enter into this Agreement, and Customer shall be responsible for all acts and omissions of all Customer affiliates and **Authorized Users**; and (b) shall use its best efforts to protect the security of the **Licensed Software and Services**.

11 INDEMNITY

11.1 Indemnification by JUMP Technology Services. JUMP Technology Services will defend Customer against any claim, suit, demand, or action made or brought against Customer by a third party alleging that the **Services**, or Customer's use or access thereof in accordance with this Agreement, infringes any intellectual property rights of such third party, and will indemnify and hold harmless Customer from any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) finally awarded against Customer in connection with or in settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of any **Platform** or **Service** (i) not supplied by JUMP Technology Services, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery, or granting of access, by JUMP Technology Services, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the **Services** is not strictly in accordance with this Agreement. If, due to a claim of infringement, a **Platform** is held by a court of competent jurisdiction to be or is believed by JUMP Technology Services to be infringing, JUMP Technology Services may, at its option and expense (a) replace or modify such Platform to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using such **Platform**, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for such **Platform**. This Section states Customer's sole and exclusive remedies for claims of infringement.

11.2 Indemnification by Customer. Customer shall indemnify, defend, and hold harmless JUMP Technology Services from and against any and all claims, proceedings, damages, liability and costs (including reasonable attorney's fees) incurred by JUMP Technology Services in connection with any claim arising out of (i) any breach or alleged breach of any of Customer's obligations set forth in this Agreement, and (ii) Customer's use of the **Services**, or the use by any party related to Customer, or any party acting upon Customer's authorization in a manner that is not expressly authorized by the Agreement, regardless of the type or nature of the claim. Customer shall cooperate as fully as reasonably required in the defense of any claim. JUMP Technology services reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer and Customer shall not in any event settle any matter without the written consent of JUMP Technology Services.

11.3 Indemnification Procedures. To be indemnified, the party seeking indemnification must: (a) give the other party timely written notice of such Third-Party Claim (unless the other party already has notice); (b) give the indemnifying party authority, information, and assistance for the Third-Party Claim's defense and settlement. The indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

12 LIMITATION OF LIABILITY

12.1 IN NO EVENT SHALL (1) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER AND VENDORS HEREUNDER DURING THE TWELVE (12)

MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12.2 Limitation on Actions. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment except as otherwise required by applicable law.

13 GOVERNING LAW AND DISPUTE RESOLUTION

13.1 This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of California, excluding its rules of conflicts of law. Both parties hereby consent and submit to the courts located solely in the state of California.

14 SECURITY

14.1 Data Center Procedures. JUMP Technology Services maintains the **Platform** using a third-party service provider authorized by the **Federal Risk and Authorization Management Program (“FedRAMP”)**. Customer acknowledges that JUMP Technology Services cannot offer any additional or modified procedures other than those put in place by such technology provider.

14.2 Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of **Customer Data** is caused by JUMP Technology Services’ breach of its security and/or privacy obligations under this Agreement, JUMP Technology Services shall provide Customer notification as required by Law and pay the reasonable and documented costs Customer incurs in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year after the data on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year after the data on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, JUMP TECHNOLOGY SERVICES SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR CUSTOMER USERS, AGENTS OR CONTRACTORS.

15 PUBLICITY

15.1 Customer agrees that JUMP Technology Services may identify Customer as a customer in JUMP Technology Services’ promotional materials. Customer may request that JUMP Technology Services stop doing so by submitting an email to solutions@jumpfaster.com at any time. Customer acknowledges that it may take JUMP Technology Services up to 30 days to process such request. Notwithstanding anything herein to the contrary, Customer acknowledges that JUMP Technology Services may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing, and to third parties for purposes of due diligence.

16 NOTICES

16.1 All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed to the primary contacts as designated in the SSC or to information provided on an Order Form in the Statement of Services. All communications will be deemed to have been received on the date actually received. Either party may change its address for notices by giving written notice of the new electronic address to the other party in accordance with this Section.

16.2 Notices of termination shall also be sent via United States Postal Service mail at the following addresses:

COUNTY OF EL DORADO

Health and Human Services Agency

3057 Briw Road, Suite B

Placerville, CA 95667

COUNTY OF EL DORADO

Chief Administrative Office

Procurement and Contracts Division

330 Fair Lane

ATTN: Contracts Unit

Placerville, CA 95667

Email: hhsa-contracts@edcgov.us

ATTN: Purchasing Agent

Email: procon@edcgov.us

JUMP Technology Services

1024 Iron Point Road

Folsom, CA 95630

Email: denise.brinkmeyer@jumpfaster.com

17 FORCE MAJEURE

17.1 JUMP Technology Services is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any **Authorized User**.

18 ASSIGNMENT

18.1 Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, JUMP Technology Services may assign this Agreement to an affiliate or in connection with any merger, reorganization or sale of substantially all of JUMP Technology Services' assets without any consent from Customer. For the avoidance of doubt, a third-party technology provider that provides features or functionality in connection with a **Platform** shall not be deemed a sublicensee under this Agreement.

19 RELATIONSHIP OF THE PARTIES

19.1 The relationship between Customer and JUMP Technology Services created under this Agreement shall be that of independent contractors.

20 GENERAL PROVISIONS

20.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement, together with Statement of Services entered into hereunder and all schedules, annexes and addenda hereto and thereto is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. In the event of a conflict between this Agreement and any Statement of Services, such Statement of Services shall prevail (unless otherwise expressly indicated in this Agreement or such Statement of Services), and the enforceability of the remaining provisions shall not be impaired. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings.

20.2 Purchase Orders and Acceptance of Quotes: If Customer submits its own terms which add to, vary from, or conflict with the terms herein in Customer's acceptance of a price quote or in a purchase order, or to JUMP Technology Services' employees and/or agents in the course of JUMP Technology Services providing the Licensed Software and/or Services, any such terms are of no force and effect and are superseded by this Agreement.

20.3 Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Customer agrees not to hire, directly or indirectly, any employee or former employee of JUMP Technology Services, without obtaining JUMP Technology Services' prior written consent.

20.4 California Consumer Privacy Act. The Parties agree that the California Consumer Privacy Act under Cal. Civ. Code § 1798 et seq. ("CCPA") may be applicable to the Agreement. If applicable, JUMP Technology Services shall be deemed a "service

provider” under the CCPA if JUMP Technology Services receives the "personal information" of any “consumer” for "processing" on Customer’s behalf.

20.5 Nondiscrimination. JUMP Technology Services shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; JUMP Technology Services shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

20.6 Health Insurance Portability and Accountability Act (HIPAA) Compliance. JUMP Technology Services shall execute Exhibit A incorporated herein and made by reference a part hereof.

20.7 Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for JUMP Technology Services and performing work for CUSTOMER within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with CUSTOMER’s Conflict of Interest Code. CUSTOMER’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and CUSTOMER’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act. JUMP Technology Services covenants that during the term of this Agreement neither it, or any officer or employee of the JUMP Technology Services, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of CUSTOMER that are involved in this Agreement. If JUMP Technology Services becomes aware of a conflict of interest related to this Agreement, JUMP Technology Services shall promptly notify CUSTOMER of the existence of that conflict, and CUSTOMER may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.” Pursuant to Government Code section 84308 (SB 1439, the Levine Act), JUMP Technology Services shall complete and sign the attached Exhibit B, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by JUMP Technology Services, if any, to any officer of CUSTOMER.

20.8 Contract Administrator. The CUSTOMER officer or employee with responsibility for administering this Agreement is Laura Walny, LCSW, ACSW, Program Manager, Protective Services, Health and Human Services Agency (HHS), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHS has to temporarily delegate this authority, County Contract Administrator’s Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHS Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with Section 16.1 Notices.

20.9 Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Schedule A: Definitions

Schedule A: Definitions

Authorized Users means a user that has been permitted to use the Licensed Software, Sublicensed Software, Services, and/or Platform as described in the applicable Order Form.

Change Order means a written agreement signed by JUMP Technology Services and Customer stating their agreement upon all of the following: (1) a change in the Services; (2) the amount of the adjustment in the Contract Total, if any, and (3) the extent of the adjustment in the Term, if any.

Confidential Information means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, (v) (reserved), and (vi) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. "Confidential Information" shall not include information (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third-party not under an obligation of confidentiality.

Customer Data shall mean all electronic data or information submitted by Customer to the Licensed Software or Services but excluding Deidentified Data (as defined below).

"De-identified Data" means Customer Data that is de-identified by JUMP Technology Services and such de-identification is certified by a third-party as compliant with the de-identification standards under HIPAA or otherwise meets the de-identification requirements under HIPAA.

Federal Risk and Authorization Management Program ("FedRAMP") is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. More information can be found at <https://www.fedramp.gov/> FedRAMP supports agencies and cloud service providers through the FedRAMP authorization process and maintains a secure repository of FedRAMP authorizations to enable reuse of security packages.

Order Form means a work authorization executed by the Parties from time to time laying out the items being purchased by the Customer, scope of use, pricing, payment terms and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.

Platform shall mean the Software delivered under the Subscription Services which includes supporting software, and programming, and user interfaces to Authorized Users as set forth in an Order Form.

Professional Services means, collectively, the implementation, installation, data conversion, consultation, and training services provided by JUMP Technology Services under or in connection with this Agreement.

Service Level Agreement shall mean the contractually binding agreement between JUMP Technology Services and the Customer regarding types and standard of services to be provided.

Services shall mean the Professional Services and the Subscription Services set forth in an Order Form.

Software ("Licensed Software") shall mean the program specific Software as a Service to which the customer is subscribing with individual licensed user accounts as set forth in an Order Form.

Subscription Services shall mean the services to keep the Licensed Software in working order and to sustain useful life of the Licensed Software, including Updates and specified in an Order Form.

Software means the object code version of computer programs developed by JUMP Technology Services and listed on an Order Form, including Updates furnished to Customer by JUMP Technology Services pursuant to this Agreement or any Order Form, but excluding all Sublicensed Software or third party software.

Schedule B: Service Level Agreement

Schedule B: Service Level Agreement

1.0 Support is provided under an annual contract that provides Customer access to a dedicated support team during normal business hours. Normal business hours are between 5 a.m. and 5:00 p.m. (Customer's Local Time), Monday through Friday, excluding national and JUMP company holidays. A list of JUMP company holidays is below as SECTION 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. The Support Services Center ("SSC") web site address is <https://jumpssc.com>. The customer portal will be accessible 24 hours a day.

After hours emergency support will be via emergency phone numbers provided to Customer for reporting the unavailability of services or platform components where maintenance has not been scheduled and previously announced to Customer via maintenance notifications through the SSC.

2.0 Periodically, JUMP Technology Services will require Scheduled Downtime, for updates and system upgrades. Scheduled Downtime will normally be scheduled outside of normal business hours, with twenty-four (24) hours' notice, or in the event of a more urgent need JUMP Technology Services may give less notice to resolve an immediate security need. It is anticipated that there will be weekly scheduled downtime for system maintenance, JUMP Technology Services will post all downtime announcements on the customer portal.

Customer acknowledges and agrees that, from time to time, the Platform may be inaccessible or inoperable for the following reasons: (i) equipment malfunctions; (ii) periodic maintenance; or (iii) catastrophic events beyond the control of JUMP Technology Services or that are not reasonably foreseeable by JUMP Technology Services. Client shall report any Unscheduled Downtime by calling JUMP Technology Services with the provided support number within one (1) day of its occurrence.

The performance and availability of the Platform are directly dependent upon the quality of Customer’s Internet connection. Inadequate Internet Connectivity is outside the scope of JUMP Technology Services’ responsibility and should be addressed by Customer directly with the Internet Service Provider. JUMP Technology Services cannot be held responsible for Internet infrastructure failures, but will aid Customer in determining the proper internet speed needed.

Service includes the following:

- Access to SSC via customer portal by up to five (5) designated Customer contacts
- Web access provides
 - Submitting Program inquiries or reporting Program problems
 - Access to Program technical tips
 - Access to Program problem and solution list(s)
 - Review Customer call/issue & status
 - Review Customer maintenance contract status

3.0 Reporting Cases to the SSC

3.1 All Program inquiries or issue reports submitted to JUMP Technology Services Help Desk Tickets (HDT) must be made by a designated Customer contact. HDT will generally fall into one of four categories:

- **Technical Assistance:** Questions about Program usage and installation that do not result in registration of a program defect or enhancement request.
- **Program Defect:** A Customer encounters a problem that is determined to be an Error or defect in the Program.
- **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.
- **Documentation Discrepancies.**

3.2 All HDT submitted to the SSC shall be made in the form of an issue report and may require the following information prior to acknowledgment:

- Contact information for the designated Customer contact reporting the problem.
- A general description of the operating environment in which the issue was discovered (as applicable).
- A description of relevant hardware components in the environment.
- A description of relevant software components (operating system., browser) in the environment and their versions.
- A description of the problem, including screenshots, and expected results.
- System generated error messages.

3.3 JUMP will respond to HDT within JUMP’s published response time goals as follows for all issues categories excluding enhancement requests:

Priority	Acknowledgment	Response
1 – High	2 business hours	4 business hours
2 – Medium	4 business hours	1 business day
3 – Low	1 business day	3 business days

- **Acknowledgment Time** is the time between the Customer reporting the HDT to JUMP and the time JUMP gives the Customer notice that it acknowledges the situation. These response times apply to HDT reported via our ticket system during normal business hours (CST). HDT reported via the portal outside of normal business hours (CST) will adhere to the above times from the start of the next business day. Acknowledgment is dependent upon JUMP receiving sufficient information to troubleshoot the reported problem.
- **Response Time** is the time between the Customer reporting the HDT and the time that a Project Manager or SSC Analyst is assigned and actively working on the HDT.

Enhancements requests will be acknowledged within 5 business days. Response times will vary by enhancement. Enhancements shall not exceed the annual credits budgeted. Annual enhancement budget shall not accrue. Requests for enhancements or services beyond the scope of this agreement shall be offered to Customer according to JUMP's current hourly support pricing.

4.0 Definitions of HDT Priorities

4.1 Priority Definitions: JUMP and Customer will work jointly to assign the appropriate priority to all HDT based on the following criteria:

Priority	Conditions
1 – High	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.
2 – Medium	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 function but that a certain function is somewhat disabled, gives incorrect results or does not conform to the specifications.
3 – Low	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.

4.2 **JUMP's Undertaking:** For each HDT reported by Customer, JUMP undertakes to:

- Maintain a telephone number for Customer to call to report a problem and receive assistance for afterhours critical outages
- Confirm receipt of all reports to Customer. The confirmation shall be in written form and shall contain an identifying ticket number assigned by JUMP which will be used in all subsequent communications and contain a timeframe in which a response from JUMP can be expected.
- Analyze the report and verify the existence of the problem
- Give Customer direction and assistance in resolving technical issues.

4.3 **Customer's Undertaking:** Before escalating a HDT to JUMP, Customer undertakes to:

- Appoint designated Contacts from Customer's organization for all matters relating to the support issues for JUMP systems
- Obtain all necessary information as outlined above.
- Include JUMP's identifying HDT number in all subsequent communications with JUMP regarding the HDT.
- Maintain an accurate record of all HDT actions, based on feedback from JUMP.

5.0 Closure of HDT

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

- Customer receives an error correction, a workaround, or information that resolves the issue.
- Issue is identified as not a problem with the JUMP product
- If the HDT results in a defect correction or enhancement request being entered and Customer has been advised of this and has been notified of the defect/enhancement ID for future reference.
- The HDT will be closed if the Customer has not responded after 10 business days.

6.0 Software Releases

Customer may access system release information through the SSC website <https://jumpssc.com>

7.0 Failure Correction Goals

HDT that result in the identification of a software system defect/failure will cause a Defect to be logged. The Customer will be notified that the defect/failure was received and will be provided with an HDT number. JUMP will respond to defect reports as

indicated in the table below. The response time goals do not apply in situations where it is verified that the source of the failure is a third party product.

Defect Correction Goals:

Priority	Interim Solution	Final Solution
1 – High	All commercially reasonable effort until the defect is repaired	Permanent correction within 30 business days of identification of the cause of the defect.
2 – Medium	N/A	Permanent correction within 45 business days of identification of the cause of the defect
3 – Low	N/A	Permanent correction with next schedule Major Release or Update Release

SECTION B

JUMP Technology Services Company Holidays

The following JUMP Technology services company holidays will be excluded from the support plan and as identified and defined by SECTION B, attached to the Software Maintenance and Support Agreement. JUMP company holidays are subject to change from year to year, but the total number of JUMP company holidays will not exceed ten (10) days per year.

Generally, the following holidays will be observed: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day after Thanksgiving, Christmas Day, and the Day after Christmas.

Schedule C: Training

Schedule C: Training

1.0 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 four weeks' notice of cancellation. Cancellations less than four weeks prior to the training date may result in a \$600 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.

Schedule D: Statement of Services

Schedule D: Statement of Services

CUSTOMER is subscribing to licensing and hosting of the following system.

The **data classification** is:

ePHI

Applicable governance standards for data security (Y/N):

NO - PCI: Payment card industry. The system does not store credit card and financial account information. Customer agrees not to enter this type data into the system (Warranties 10.1).

YES – HIPAA, ePHI. The system is not a healthcare system and is not offered for the purposes of providing health care, medical diagnosis, medical billing, or medical health plans. Customer agrees not to enter this type data into the system (Warranties 10.1).

No.	Item	Description	Eff Date	End Date	Qty	Price	Extended
1	Home Safe Reporting Modules	Module includes: Maintenance of Home Safe Assessment, Statio portal for data correction and partner program sharing capability, download of HMIS data set, download of HSAPS19, County copy of HSAPS19, ticket system support of product module, and training materials.	07/01/2024	06/30/2025	12	\$197.28	\$2,367.36
2	LEAPS 11 - 20	Year One License and Hosting for 11-20 users with HIPAA compliance.	07/01/2024	06/30/2025	12	\$800.65	\$9,607.80
3	Service Credit	Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services. Exchange rates are based on custom quote requests or training ordered from the training catalog. Credits must be prepaid and applied to customer account prior to quote requests or training orders.	07/01/2024	06/30/2025	8	\$125.00	\$1,000.00
4	LEAPS 11 - 20	Year Two License and Hosting for 11-20 users with HIPAA compliance.	07/01/2025	06/30/2026	12	\$800.65	\$9,607.80
5	Service Credit	Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services. Exchange rates are based on custom quote requests or training ordered from the training catalog. Credits must be prepaid and applied to customer account prior to quote requests or training orders.	07/01/2025	06/30/2026	8	\$125.00	\$1,000.00
6	LEAPS 11 - 20	Year Three License and Hosting for 11-20 users with HIPAA compliance.	07/01/2026	06/30/2027	12	\$800.65	\$9,607.80

7	Service Credit	Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services. Exchange rates are based on custom quote requests or training ordered from the training catalog. Credits must be prepaid and applied to customer account prior to quote requests or training orders.	07/01/2026	06/30/2027	8	\$125.00	\$1,000.00
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Order Item Totals					72		\$34,190.76
Subtotal							\$34,190.76
Order Total							\$34,190.76

Schedule E: Insurance

JUMP Agrees to provide insurance as indicated on the attached certificate of insurance.

Schedule F: BUSINESS ASSOCIATE AGREEMENT

Schedule F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made between CUSTOMER ("Covered Entity"), and JUMP Technology Services ("Business Associate") and will become effective upon execution. In consideration of the mutual promises below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.1 Background

A. Covered Entity has licensed software from Business Associate and Business Associate provides hosting, maintenance, support, and other services to Covered Entity.

B. Covered Entity possesses Protected Health Information ("PHI") that is protected under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and the regulations thereunder by the United States Department of Health and Human Services ("HIPAA"), and is permitted to use and/or disclose such Protected Health Information only in accordance with HIPAA and the Regulations.

C. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

D. The provisions herein are intended to implement and enforce HIPAA regulations and will remain in full force and effect being amended only to the extent necessary to effectuate the provisions set forth herein.

1.2 Definitions

Terms used in this Agreement have the same meaning as those terms in the HIPAA and HITECH Acts and the implementing regulations.

1.3 Obligations of Business Associate

The Business Associate must:

1.3.1 use or disclose PHI, including E-PHI, only as is permitted or required by this Agreement or by applicable law inclusive of 45 CFR Parts 160, 162 and 164;

1.3.2 use appropriate safeguards to prevent use or disclosure of PHI and E-PHI other than as provided for by this Agreement or by law;

1.3.3 implement appropriate administrative, physical and technical security safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI inclusive of security safeguards as are set forth in the implementing regulations and to prevent use or disclosure of the PHI other than as provided for by this Agreement;

1.3.4 report in a timely manner as required by law and this Agreement to the Covered Entity any use or disclosure of the PHI not provided for by this Agreement inclusive of uses and disclosures of information that are not in compliance with the minimum necessary standard;

1.3.5 report to the Covered Entity any security incident of which it becomes aware, and at the request of the Department must identify: a) the date of the security incident, b) the scope of the security incident, c) the Business Associate's response to the Security incident, and d) the identification of the party responsible for causing the security incident, if known;

1.3.6 make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or to the Secretary of the Federal Department of Health and Human Services, in a time and manner prescribed by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's and the Business Associate's compliance with the Privacy Regulation, the Security Regulation and the HITECH Act;

1.3.7 document disclosures of PHI and collect information related to those disclosures necessary for the Covered Entity to respond to a request by a person for an accounting of disclosures of PHI in accordance with 45 CFR '164.528 and Section 13405(c) of the HITECH Act;

1.3.8 implement a response program, in compliance with Section 13402 of the HITECH Act and implementing regulations, and Subpart D of 45 CFR Part 164 that specifies the actions to be taken when the Business Associate detects or becomes aware of unauthorized access to information systems. The response program must include the following features.

1.3.9.1 The Business Associate must notify the Covered Entity, via the customer portal or by telephone, of any breach or suspected breach of its security related to areas, locations, or computer system which contain unsecured PHI, including, without limitation, any instance of theft, unauthorized access by fraud, deception, or other malfeasance or inadvertent access (an "incident") in accordance to 45 CFR '164.410 as promptly as possible, upon having reason to suspect that an incident may have occurred or determining the scope of any such incident, but in no event later than two (2) calendar days upon having reason to suspect that an incident may have occurred;

1.3.9.2 In the event of any incident, the Business Associate must provide to the Covered Entity, in writing, those details concerning the incident as the Covered Entity may request, and must cooperate with the Covered Entity, its regulators and law enforcement to assist in regaining possession of the unsecured PHI and in preventing its further unauthorized use, and take any necessary remedial actions as may be required by the Covered Entity to prevent other or further incidents;

1.3.9.3 If the Covered Entity determines that it may need to notify any person(s) as a result of such incident that is attributable to the Business Associate's breach of its obligations under this Agreement, the Business Associate must bear all reasonable direct and indirect costs associated with the determination including, without limitation, the costs associated with providing notification to the affected person, providing fraud monitoring or other services to affected persons and any forensic analysis required to determine the scope of the incident;

1.3.9.4 The Business Associate, working in cooperation with the Covered Entity, must update the notice provided to the Covered Entity under this Agreement of the incident to include, to the extent possible and as soon as possible, the identification of each person whose unsecured PHI has been, or is reasonably believed by the Business Associate or the Covered Entity to have been accessed, acquired, used or disclosed during the incident and must provide any of the following information the Covered Entity is required to include in its notice to the person pursuant to 45 CFR '164.404(c):

1.3.9.4.1 A brief description of what happened, including the date of the Incident and the date the discovery of the incident, if known;

1.3.9.4.2 A description of the types of unsecured PHI that were involved in the Incident (e.g., Social Security Number, full name, date of birth, address, diagnosis);

1.3.9.4.3 Any steps the person should take to protect themselves from potential harm resulting from the Incident;

1.3.9.4.4 A brief description of what is being done to investigate the Incident, mitigate the harm and protect against future incidents;

1.3.9.4.5 Contact procedures for persons to ask questions or learn additional information which shall include a toll-free number, an e-mail address, Web site, or postal address;

1.3.9.4.6 This additional information must be submitted to the Covered Entity immediately at the time the information becomes available to the Business Associate;

1.3.10 limit its use and disclosure of PHI created or received by the Business Associate from or on behalf of the Covered Entity to uses or disclosures as are permitted to the Business Associate under the applicable requirements of 45 CFR '164.504(e) and the HITECH Act and the terms of this Agreement. The Business Associate must also comply with the additional requirements of Subtitle D of the HITECH Act that relate to privacy and that apply to covered entities and to the Business Associate as a business associate;

1.3.11 Comply with a person's request under 45 CFR '164.522(a)(1)(i)(A) that the Business Associate restrict the disclosure of the person's PHI.

1.4 Permitted Uses, Disclosures And Limitations

1.4.1 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI on behalf of, or to provide services to, the Covered Entity for the following purposes, if such use or disclosure of PHI would not violate the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Covered Entity or otherwise violate the minimum necessary policies and procedures of the Covered Entity:

1.4.2 The Business Associate may use PHI to report violations of federal and state laws to appropriate Federal and State authorities, consistent with '164.502(j)(1).

1.4.3 The Business Associate, as required by 45 CFR '164.504, must terminate any business associate agreement with a subcontractor that violates the requirements of this Agreement or the applicable law.

1.4.4 The Business Associate shall not directly or indirectly receive remuneration in exchange for PHI that is created or received by the Business Associate from or on behalf of the Covered Entity.

1.5 Use and Disclosure For Business Associates Purposes

1.5.1. The Business Associate must use and disclose PHI that is created or received by the Business Associate from or on behalf of the Covered Entity in compliance with each applicable requirement of 45 CFR '164.504(e) and the HITECH Act.

1.5.2 The Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate provided that:

1.5.2.1 the disclosures are required by law;

1.5.2.2 the disclosures are expressly authorized in this Agreement by the Covered Entity;

1.5.2.3 the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only for the purpose for which it was disclosed to the person; and

1.5.2.4 the Business Associate requires the person to whom the information is disclosed to report immediately any incident of which it is aware in which the confidentiality of the information has been breached.

1.5.3 The Business Associate may only use PHI for Data Aggregation purposes if the Covered Entity in this Agreement expressly authorizes those purposes and the Data Aggregation is permitted in accordance with 42 CFR '164.504(e)(2)(i)(B).

1.6 Obligations Of The Covered Entity

1.6.1 The Covered Entity must notify the Business Associate of any limitation(s) in the Covered Entity's notice of privacy practices in accordance with 45 CFR '164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of PHI. A copy of the Covered Entity's Notice of privacy practice is attached to this Agreement and incorporated herein.

1.6.2 The Covered Entity must notify the Business Associate of any changes in, or revocation of, permission by a person to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.

1.6.3 The Covered Entity must notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR '164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

1.6.4 The Covered Entity, except as may be expressly agreed to by the parties and stated in this Agreement, may not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the with the requirements of the HIPAA and HITECH Acts and the implementing regulations if done by the Covered Entity.

1.7 Term and Termination

1.7.1 Term. The Term of this Agreement shall be effective as of the effective date that the Business Associate begins delivery of its services and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Subsection.

1.7.2 Termination for Cause. Upon the Covered Entity's knowledge of a material breach by the Business Associate, the Covered Entity, at its sole discretion, must:

- 1.7.2.1 provide an opportunity for the Business Associate to cure the breach; or
- 1.7.2.2 end the violation and terminate this Agreement if the Business Associate does not cure the breach; or
- 1.7.2.3 end the violation within the time specified by the Covered Entity; or
- 1.7.2.4 immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
- 1.7.2.5 if neither termination nor cure are feasible, the Covered Entity must report the violation to the Secretary.
- 1.7.3 Upon the Business Associate's knowledge of a material breach by Covered Entity, the Business Associate must either:
 - 1.7.3.1 notify the Covered Entity of such breach in reasonable detail, and provide an opportunity for the Covered Entity to cure the breach or violation; or if cure is not possible, the Business Associate may immediately terminate this Agreement; or
 - 1.7.3.2 if neither termination nor cure is feasible, the Business Associate shall report the violation to the Secretary.
- 1.7.4 The Covered Entity may unilaterally terminate this Agreement with the Business Associate upon thirty (30) days written notice in the event a) the Business Associate does not promptly enter into negotiations to amend this Agreement when requested by the Covered Entity pursuant to the terms of this Agreement, or b) the Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of the HIPAA and HITECH Acts and the implementing regulations.

1.8 Effect of Termination.

- 1.8.1 Except as provided in this subsection, upon termination of this Agreement, for any reason, the Business Associate shall at the Covered Entity's sole discretion return or destroy all PHI received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This Agreement shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the PHI.
- 1.8.2 In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate must provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon written Agreement by the Covered Entity that return or destruction of PHI is infeasible, the Business Associate must extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

1.9 Miscellaneous

- 1.9.1 Regulatory References. A reference in this Agreement to a section in the Privacy Regulation or Security Regulation means the section as in effect or as amended.
- 1.9.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the HIPAA and HITECH Acts and the implementing regulations.
- 1.9.3 Survival. The respective rights and obligations of the Business Associate under this Agreement shall survive the termination of this Agreement.
- 1.9.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the requirements of the HIPAA and HITECH Acts and the Implementing regulations.

Signatures

Denise M. Brinkmeyer 06/13/2024
Denise M. Brinkmeyer (Jun 13, 2024 10:55 MDT)

Denise M. Brinkmeyer
 President and CEO, JUMP Technology Services

Alan D Brinkmeyer 06/17/2024
Alan D Brinkmeyer (Jun 17, 2024 07:54 MDT)

Alan Brinkmeyer
 CFO, JUMP Technology Services

Laura Schwartz
County of El Dorado
Purchasing Agent

MW

JUMP Technology Services, LLC
Exhibit A
HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“E PHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and E PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time;

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

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

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - 1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - 2. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - 3. Disclose PHI as necessary for BA's operations only if:
 - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
 - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
 - 4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - 5. Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - 6. De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") in effect or as may be amended, including but not limited to 45 CFR 164.308,

164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI 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 the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from 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 BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI 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.

2. Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- V. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
 - D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- VI. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
 - C. Effect of Termination.
 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy

all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

VII. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business

Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

- VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Approval and Signatures

By: *Denise M. Brinkmeyer*
Denise M. Brinkmeyer (Jun 13, 2024 10:55 MDT)

Denise Brinkmeyer
Chief Executive Officer/President
JUMP Technology Services, LLC
"BA Representative"

Dated: 06/13/2024

By: *Laura Walny*
Laura Walny (Jun 11, 2024 16:05 PDT)

Laura Walny
Program Manager
El Dorado County Health and Human Services Agency (HHSA)
"HHSA Representative"

Dated: 06/11/2024

JUMP Technology Services, LLC
Exhibit B
California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:
If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:
If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

06/13/2024

Date

JUMP Technology Services

Type or write name of company

Denise M. Brinkmeyer
Denise M. Brinkmeyer (Jun 13, 2024 10:55 MDT)

Signature of authorized individual

Denise M. Brinkmeyer

Type or write name of authorized individual