

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



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

This Agreement covers:

Software Licenses and Hosting Services (Exhibit A),

Maintenance and Support Services (Exhibit B),

2019 JUMP Holidays (Exhibit B-1),

Consulting and Development Services (Exhibit C).

Mutual Non-Disclosure (Exhibit D)

Additional Provisions (Exhibit E)

Budget (Exhibit F)

The term of this agreement shall be from 11/19/2019 through 06/30/2022.

1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ENTIRE AGREEMENT

1.1. This Agreement, including the above schedule(s) constitutes the sole terms and conditions of JUMP's agreement with CUSTOMER. Any additional or inconsistent terms proposed by CUSTOMER in CUSTOMER's purchase order(s) or elsewhere are hereby expressly rejected unless expressly accepted in writing by JUMP.

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

2. Delivery

2.1. All delivery dates (and installation dates, if applicable) are approximate.

2.2. Every effort will be made to deliver and install, if applicable, by the approximated dates, but under no circumstances will JUMP be responsible for, or will CUSTOMER be entitled to, any damages, special, consequential, incidental or whatsoever arising out of or owing to any delay.

3. Invoicing and Payment

3.1. Software license fees are billed quarterly in advance.

4. Taxes

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

5. Limitation of Liability and Damages

- 5.1. **Customer Insurance not applicable.** Except in the event of criminal or negligent action/inaction by the CUSTOMER, its officers, employees, contractors or agents, nothing herein shall be construed as granting to JUMP, its officers, employees, contractors or agents any insurance benefit/coverage under CUSTOMER insurance.
- 5.2. **Insurance.** JUMP will submit or cause to be submitted to CUSTOMER Certificate(s) of insurance documenting agreed upon insurance coverage, naming CUSTOMER as additional insured and shall submit or cause to be submitted annually evidence of renewal in the form of updated Certificates of Insurance, at policy renewal date.
- 5.3. **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, JUMP shall provide workers' compensation insurance for all employees engaged in performance of duties under this Agreement, in an amount not less than ONE MILLION dollars (\$1,000,000).
- 5.4. **Liability Insurance.** JUMP shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage.
 - 5.4.1. **General Liability.** Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of JUMP or any officer, agent, or employee of JUMP under this Agreement. CUSTOMER, its officers, employees, and agents shall be named as "Additional Insured" on any policy. The policy or policies shall provide that CUSTOMER will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.
 - 5.4.2. **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on company owned, hired and leased vehicles used in conjunction with contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence
 - 5.4.3. **Technology Professional Liability (Errors and Omissions).** Insurance appropriate to the CONSULTANT's profession and work hereunder, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion, of privacy violations, information theft, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, credit monitoring expenses with limits sufficient to respond to these obligations.
 - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/ or information "property" of the COUNTY may be endorsed onto the CONSULTANT's Cyber Liability Policy as covered property as follows:
 - b. Cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of COUNTY that will be in the care, custody, or control of CONSULTANT.

5.5. **Limitations on Liability.** Notwithstanding the provisions of Agreement paragraph 5 "Limitation of Liability and Damages" and sub-paragraphs, the liability of the parties and the remedies of the parties shall be limited as follows:

5.5.1. **Uncontrollable Events.** Neither party shall bear any liability arising out of events beyond the control of such party, including but not limited to acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock-outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party.

5.5.2. **Value of Contract.** In no event shall the aggregate liability of JUMP to CUSTOMER (regardless of the form, whether in contract or tort) exceed the amount of the fee paid by CUSTOMER to JUMP pursuant to the terms of this contract.

5.5.3. **Passage of Time.** In no event shall a cause of action be asserted by CUSTOMER against JUMP or JUMP against CUSTOMER, which arises out of or relates to any event, condition, breach, or claim known to the filing party more than one (1) year prior to the filing of such cause of action.

6. Indemnification

6.1. CUSTOMER shall indemnify, defend and hold harmless JUMP, its directors, agents, officers and employees and volunteers from and against all claims, damages, losses, causes of action and expenses, for any personal injury, bodily injury, loss of life, damage to property, violation of federal, state or municipal law, ordinance or constitutional provision, or other cause that arise out of, relate to or result from activities or omissions, negligent or otherwise, in breach of the terms of this Agreement by CUSTOMER, its directors, officers, agents and/or employees.

6.2. JUMP shall indemnify, defend and hold harmless CUSTOMER its directors, agents, officers, employees and volunteers from and against all claims, damages, losses, causes of action and expenses, including reasonable attorneys' fees, for any personal injury, bodily injury, loss of life, damage to property, violation of federal, state or municipal law, ordinance or constitutional provision, or other cause that arise out of, relate to or result from acts or omissions, negligent or otherwise, in breach of the terms of this Agreement by JUMP, its directors officers, agents and/or employees.

7. Termination

7.1. **Early Termination.** Either party may terminate this Agreement prior to its expiration date by giving 20 days written notice. As set forth in Exhibit A, CUSTOMER shall be responsible for payment of all subscription, license fees, and maintenance services owing for the entire calendar quarter in which such notice is received by JUMP and any additional quarter(s) of CUSTOMER authorized service.

7.2. **Effect of Termination.** Upon termination of this Agreement for any reason, each party will return to the other party all confidential materials developed by or belonging to such party, which have been delivered pursuant to this Agreement. Termination of this Agreement will not relieve CUSTOMER of its obligations to make immediate and full payment to JUMP for any amounts then due and/or payable to JUMP.

7.3. **Failure to Pay.** CUSTOMER'S failure to pay license and subscription fees may result in service interruption or termination without notice.

8. Remedies

8.1. In addition to any right or remedy given to JUMP in this Agreement, JUMP shall have all other rights and remedies conferred by law or equity.

9. Arbitration

9.1. Any dispute arising under or in connection with this Agreement shall be settled by binding arbitration. The party seeking arbitration shall serve written notice to the other party of its intent to arbitrate and the nature and facts concerning the dispute. The dispute shall be resolved by one neutral arbitrator who shall have no affiliation with any party and shall be selected by mutual agreement of the Parties or by the American Arbitration Association in Los Angeles California if a mutual selection cannot be reached within fifteen (15) days after written notice to arbitrate is given. The arbitration decision shall be conclusive and binding upon the Parties, shall constitute an "award" by the arbitrator and judgment may be entered in any court of competent jurisdiction. The cost and expenses of such arbitration, including, without limitation, the reasonable fees and expenses of the prevailing party's legal counsel, witnesses and the arbitrator shall be borne by the party against whom the decision is rendered or as otherwise decided by the arbitrator. The Commercial Arbitration Rules of the American Arbitration Association shall be followed. The arbitration proceedings shall be held in California.

9.2. Neither party nor the arbitrator may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties or as otherwise provided by California law.

10. Governing Law

10.1. This Agreement will be governed by the local law of the State of California, excluding any principles of conflicts of law.

11. Parties in Interest

11.1. Nothing in this Agreement provides any legal rights to, or creates any liability for, anyone not an executing party of this Agreement.

12. Assignment

12.1. Neither party may assign or transfer this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the other party; except that either party may assign or transfer this Agreement in the case of a merger, acquisition, consolidation or sale of substantially all the assets to which this Agreement relates. Subject to the foregoing limitation, this Agreement will inure to the benefit of and be binding upon the parties hereto, their successors, and assigns.

13. Relationship of the Parties

13.1. The relationship between CUSTOMER and JUMP created under this Agreement shall be that of independent contractors.

14. No Waiver of Default

14.1. JUMP's failure to exercise any of its rights under this Agreement shall not be deemed a waiver thereof; nor shall JUMP's waiver of any provisions hereof be deemed a waiver of any future compliance herewith, and such provisions shall remain in full force and effect.

15. Interpretation

15.1. Unless defined herein, words having well-known technical or trade meanings shall be so construed.

16. Entire Agreement

16.1. 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.

Exhibit A
Software Licenses and Hosting Services

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

Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

- 5.4. MediCal PII information that may be shared with JUMP by CUSTOMER or which JUMP may view or come into contact with in the course of delivery of services under this Agreement shall be held as confidential and shall be used only in accordance with Welfare and Institutions Code section 14100.0 and 42 Code of Federal Regulations section 431.300 and sections following, as permitted under the terms of this Agreement and/or as required by law, and/or by court order.
- 5.5. JUMP personnel who may encounter legally protected HIPAA or MediCal PII data in the performance of services under this Agreement shall be informed of legally confidential nature of such data and of the civil and criminal sanctions for non-compliance with the applicable federal and state laws.

6. Hosting Service

- 6.1. **Internet Connectivity Service Not Included.** CUSTOMER acknowledges that this agreement does not provide Internet Service Provider (ISP) connectivity services. CUSTOMER shall obtain and maintain a separate Internet connection agreement through an ISP in order to access the licensed software.
- 6.2. **Data Location.** JUMP will host the licensed software including the database within the United States on a server co-located at Rackspace or other mutually agreed upon data center provider.

7. Warranty

7.1. Anti-Virus Warranty.

- 7.1.1. JUMP represents and warrants that licensed software as written and delivered via the Internet will not contain any virus, worm, or other codes or routines designed to disable, damage, impair or erase software or data on the equipment upon which the licensed software is accessed.
- 7.1.2. CUSTOMER acknowledges that the licensed software is dependent upon an Internet browser installed upon the user's computer and that JUMP's warranty does not extend to the Internet browser.
- 7.1.3. CUSTOMER shall retain responsibility for anti-virus including the Internet browser on the user's computer.
- 7.1.4. CUSTOMER represents and warrants that it shall not upload electronic documents or files to the licensed software which contain any virus, worm, or other codes or routines designed to disable, damage, impair or erase software or data on the equipment upon which the license software is installed and hosted.

Exhibit B
Software Maintenance and Product Support

1. Definition of Support Services

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

2. Support Plan

- 2.1.** CUSTOMER representatives may access support through the CUSTOMER support portal or by calling 918-624-5867 during normal business hours. Normal business hours are between 7 a.m. and 7 p.m. (Central Time), Monday through Friday, excluding national and JUMP company holidays. A list of JUMP company holidays is below as Exhibit B-1, and is subject to change from year to year. The total number of JUMP company holidays is not to exceed ten (10) days per year. For after-hours contacts, JUMP will provide two, emergency contact numbers. Service includes the following:
- 2.1.1. Access to support service through web portal and phone (after hours emergencies)
 - 2.1.2. Access to support services by up to three (3) designated CUSTOMER contacts
 - 2.1.3. Access to available Update Release documentation
 - 2.1.4. Web portal access provides
 - 2.1.4.1. Submitting Program inquiries or reporting Program problems
 - 2.1.4.2. Access to Program technical tips
 - 2.1.4.3. Access to Program problem and solution list(s)
 - 2.1.4.4. Access to available Patches
 - 2.1.4.5. Review CUSTOMER call/issue & status
 - 2.1.4.6. Review CUSTOMER maintenance contract status

3. Reporting Service Requests to the Support Services Center

- 3.1.** All CUSTOMER requests, inquiries, or issue reports submitted to JUMP Technology Services (HDT) must be made by a designated CUSTOMER contact. HDT will be assigned one of four categories:
- 3.1.1. **Technical Assistance:** Questions about Program usage and installation that do not result in registration of a program defect or enhancement request.
 - 3.1.2. **Program Defect:** A CUSTOMER encounters a problem that is determined to be an Error or defect in the Program.
 - 3.1.3. **Feature Enhancements Requests:** Request for a tool or feature that is not included in the current set of JUMP Technology Services' produced or licensed software or features. JUMP will review CUSTOMER's requests for feature enhancement during normal JUMP systems update cycles. JUMP will provide a quote for the enhancement in total hours to be charged against the CUSTOMER contract or additional charge to be added to the current contract.
 - 3.1.4. **Documentation Discrepancies:** Lack of information or clarity in CUSTOMER documentation.
- 3.2.** All HDT submitted to the SSC shall be made in the form of an issue report and shall include the following:
- 3.2.1. Contact information for the designated CUSTOMER contact reporting the problem.
 - 3.2.2. A general description of the operating environment in which the issue was discovered (as applicable).
 - 3.2.3. A description of relevant hardware components in the environment (as applicable).
 - 3.2.4. A description of relevant software components (operating system, browser) in the environment and their versions.

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

- 3.8.2. Obtain all necessary information for each issue reported as outlined in 3.2 above.
- 3.8.3. Include JUMP's identifying HDT number in all subsequent communications with JUMP regarding the HDT.
- 3.8.4. Respond to all JUMP requests for additional information.

3.9. Closure of HDT

- 3.9.1. HDT will be considered to be resolved and will be closed under the following conditions:
 - 3.9.1.1. Customer receives an error correction, a workaround, or information that resolves the issue.
 - 3.9.1.2. The reported Issue is identified as not a problem with the JUMP product.
 - 3.9.1.3. If the HDT results in a defect correction that will be routed to the product support team and CUSTOMER has been advised of the acknowledgement and receives a version number for the defect resolution.
 - 3.9.1.4. If the HDT is classified as an enhancement request and the customer has provided information regarding the business problem created by the absence of the enhancement, and the product team has provided an enhancement reference number to the CUSTOMER along with a quote.
 - 3.9.1.5. CUSTOMER has not responded after 10 business days to JUMP after information was provided via a final message left on the HDT or voicemail.

3.10. Software Releases

- 3.10.1. Prior to the release of any new version, JUMP will provide a detailed release plan and make available, upon CUSTOMER'S request, a test system for CUSTOMER'S review and testing of the new release. Upon successful testing and acceptance by the CUSTOMER, JUMP will schedule the upgrade with the CUSTOMER at a mutually agreed upon time.
- 3.10.2. All software versions must be installed in sequence.
- 3.10.3. JUMP may, at its discretion, delay installations for CUSTOMER accounts with overdue invoices.

Exhibit C
Consulting and Training Services

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

Exhibit D
Mutual Non-Disclosure

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

- A) The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, including trade secrets, information considered to be confidential, valuable and proprietary by Discloser, in connection with business purposes of this Agreement.
- B) Such information may include, but is not limited to, technical, financial, marketing, staffing and business plans and information, strategic information, specifications, drawings, prices, costs, privileged client information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or third party suppliers or other facts pertinent to the business relationship between Discloser and Recipient (collectively Discloser's "Information"). Information provided by one party to the other before execution of this Agreement and pertinent to this Agreement is also subject to the terms of this Provision
- C) Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted herein. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own confidential and proprietary information, but not less than a reasonable standard of care.
- D) Recipient agrees to use Information solely in connection with purposes of this Agreement and for no other purpose. Recipient may provide Information only to Recipient's employees who: (a) have a substantive need to know such Information in connection with the project; and (b) have been advised of the confidential and proprietary nature of such Information.
- E) Discloser's Information does not include: a) any information publicly disclosed by Discloser; b) any information Discloser, in writing, authorizes Recipient to disclose without restriction; c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential; d) any information Recipient independently develops without use of or reference to Discloser's Information.
- F) If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient shall provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
- G) Information remains at all times the property of Discloser. Upon Discloser's request and/or upon termination of this Agreement, all or any requested portion of the Information (including, but not limited to tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed (at Disclosers option), and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- H) No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.
- I) The term of this Mutual Non-Disclosure and the parties' obligations hereunder commences, except as otherwise stated herein, on the Effective Date of this Agreement and extends with regard to all Information until five (5) years after termination of this Agreement.
- J) This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

Exhibit E
Additional Provisions

A) **CONFIDENTIALITY:**

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

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

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

C) **NON-DISCRIMINATION: CDSS MPP / Executive Orders / Dept. of Labor Regulations**

JUMP shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age. JUMP shall comply and shall require its employees, consultants, agents to comply with non-discrimination requirements as defined in CDSS MPP Sections 21-100. MMTG shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

D) **DRUG FREE WORKPLACE**

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

E) **CONFLICT OF INTEREST**

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

F) **RESTRICTION, LIMITATIONS OR CONDITIONS**

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

G) **NON-ALLOCATION OF FUNDS**

The terms of this Agreement, and the services to be provided there under, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by CUSTOMER, at any time by giving JUMP twenty (20) days advance written notice.

H) INTERPRETATIONS

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

I) INVOICING

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

Payments quarterly in advance. Invoices emailed to

Customer Representative

Erin Van Duzer

evanduzer@tularecounty.ca.gov

Tulare County Health & Human Services Agency-Adult

3500 W Mineral King Ave

Visalia, CA 93291

559-623-0650

**Exhibit F
Budget**

No.	Item	Description	Date	Qty	Price	Extended
1	Custom Data Conversion	One Time billing for conversion of Panoramic data	07/01/2019	1	\$3,600.00	\$3,600.00
2	LEAPS 11 - 20	Year One Discounted licensing and hosting	11/19/2019	1	\$2,000.00	\$2,000.00
3	Implementation	One Time setup and training	07/01/2019	1	\$3,600.00	\$3,600.00
4	LEAPS 11 - 20	Year Two licensing and hosting	07/01/2020	1	\$11,000.00	\$11,000.00
5	LEAPS 11 - 20	Year Three licensing and hosting	07/01/2021	1	\$11,000.00	\$11,000.00

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

For JUMP Technology Services, LLC

By:

Deise M. Brinkmeyer

Date:

10/26/2019

Name:

Deise M. Brinkmeyer

Title

President

For CUSTOMER

By:

Date:

Name:

Title:

APPROVED AS TO FORM:
COUNTY COUNSEL

BY: *[Signature]*

10/30/19 DEPUTY *20191218*