



RESOLUTION No. 19-378

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A SOFTWARE LICENSE AND SUPPORT AGREEMENT WITH JUMP TECHNOLOGY SERVICES, LLC, FOR ACCESS TO THE AUTOMATED ELDER CARE AND DEPENDENT ADULT SERVICES SYSTEM, KNOWN AS AACTS FOR THE TERM OF JULY 1, 2019 THROUGH JUNE 30, 2022 IN THE MAXIMUM AMOUNT OF \$34,040

WHEREAS, JUMP is an independent software-as-a-service (SAAS) provider for the health and human/social services industry, and has developed certain software product(s) for commercial use; and

WHEREAS, COUNTY desires to access the automated elder care and dependent adult services system for Adult Protective Services (APS), known as LEAPS, as developed and offered by JUMP for the purpose of APS intake, case management and reporting requirements; and

WHEREAS, pursuant to this Agreement, JUMP will grant certain licenses to APS for use of its software as a service product(s) on a Web Portal/Host system, and provide general support, product support, system support and technical and user training with respect to AACTS.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Agreement by and between the County and Jump Technology Services, LLC pertaining to the provision of User Software Licenses, Subscription and Support Agreement services in the maximum amount of \$12,680 per Fiscal Year 2019-20; \$10,680 per Fiscal year 2020-21 and Fiscal year 2021-22, for a total maximum of \$34,040, for the contract term of July 1, 2019, through June 30, 2022, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-50103-494-1101/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of July, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

7/9/2019 cc: DSS*
AC* (Hold)

7/22/2019 cc: DSS*
AC* (release)
JTS

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 Nevada County (hereafter referred to as CUSTOMER).

This Agreement includes the following Exhibits, which are attached hereto and incorporated herein:

Software Licenses and Hosting Services (Exhibit A),

Maintenance and Support Services (Exhibit B),

Consulting and Development Services (Exhibit C).

Mutual Non-Disclosure (Exhibit D)

Additional Provisions (Exhibit E)

Budget (Exhibit F)

The term of this agreement shall be from 07/01/2019 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 outside the reasonable control of JUMP.

3. Invoicing and Payment

3.1. All payments are due thirty (30) days from invoice date. JUMP may impose a late payment charge equal to the lesser of 1-1/2% per month or the maximum rate allowed by Oklahoma law.

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3.2. 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 gross negligent action/inaction by the CUSTOMER, its officers, employees, JUMPs or agents, nothing herein shall be construed as granting to JUMP, its officers, employees, JUMPs 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. **Cyber Liability Insurance,** with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by JUMP in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

5.4.3. Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.

5.4.4. Primary Coverage. For any claims related to this contract, JUMP's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the JUMP's insurance and shall not contribute with it.

5.5. **Warranty.** JUMP warrants the Software to operate in all material respects as specified in the JUMP-provided documentation. If JUMP makes or has made claims in response to specifications listed in a CUSTOMER solicitation, then the JUMP warrants the Software to operate in all material respects as claimed in response to the solicitation. JUMP warrants that the Software does not contain any disabling devices that would allow JUMP to terminate operation of the Software. JUMP further warrants that, to the best of its knowledge, the Software does not contain any malicious code or components such as viruses, malware or spyware. JUMP warrants as follows for all customization made by JUMP for the CUSTOMER:

- (1) All Customizations will continue to be supported by JUMP under its maintenance agreement as defined in Schedule C;
- (2) All Customizations will be preserved and will remain functional in any future software versions, revisions, or updates provided by JUMP;

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF CONDITIONS, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. JUMP DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED. NOR DOES JUMP MAKE ANY WARRANTIES REGARDING THE ACCURACY, RELIABILITY OR CURRENCY OF ANY INFORMATION CONTENT. JUMP'S LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE SOFTWARE BY CUSTOMER SHALL BE ABSOLUTELY LIMITED TO THE INSURANCE OCCURRENCE LIMIT OF \$2 MILLION. THIS LIMITATION OF JUMP'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF JUMP ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, AND/OR PERFORMANCE OF THE SOFTWARE.

Unless otherwise stated in the applicable Schedule, JUMP shall not be liable for, and CUSTOMER hereby assumes the risk of and shall indemnify and hold harmless JUMP against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by CUSTOMER in connection with or in any way arising out of the

furnishing, performance, or use of services provided by any third party contracted by CUSTOMER to perform services in connection with the Software.

5.5.1 Nondiscrimination and Compliance with Laws

In providing Services hereunder, JUMP agrees to comply with all applicable laws and regulations, including but not limited to those relating to nondiscrimination and civil rights. JUMP agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. JUMP shall have and keep current at all times during the term of this contract all licenses and permits required by law.

5.5.1. JUMP

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, including reasonable attorney 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 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 attorney 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. Term and Termination

7.1. Termination by CUSTOMER

- 7.1.1.a. CUSTOMER may, by written notice to JUMP, terminate this Agreement in whole or in by providing a minimum of 30 days written notice, whether for CUSTOMER's convenience or because of the failure of JUMP to fulfill the obligations hereunder. Upon receipt of such notice, JUMP shall immediately discontinue all services affected (unless the notice directs that the Disentanglement provision herein shall be invoked), and shall deliver to CUSTOMER all data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by JUMP in performing services under this Agreement, whether completed or in process. CUSTOMER shall pay JUMP for services performed to the date of termination, to include a prorated amount of compensation due



hereunder less payments, if any, previously made. In no event shall JUMP be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. JUMP shall furnish to CUSTOMER such information as is necessary to determine the mutually agreeable reasonable value of the services rendered by JUMP. The foregoing is cumulative and shall not affect any right or remedy which CUSTOMER may have in law or equity.

7.1.2.

7.1.3. For Cause: Should JUMP default in the performance of this Agreement or materially breach any of its provisions, the CUSTOMER may elect to immediately suspend payments or terminate the contract, or both, without notice.

7.2. Termination by JUMP

7.2.1. For Nonpayment: Should CUSTOMER fail to pay JUMP all or any part of the payment set forth in Schedule E, JUMP may, at JUMP's option, terminate this Agreement if such failure is not remedied by CUSTOMER within thirty (30) days of written notice to CUSTOMER of such late payment.

For Cause: Should CUSTOMER default in the performance of this Agreement or materially breach any of its provisions, JUMP, at JUMP's sole option, may terminate this Agreement upon thirty (30) days written notice.

7.3. **Failure to Pay.** CUSTOMER'S failure to pay license and subscription fees may result in service interruption or termination without notice. CUSTOMER may be subject to a re-establishment of service fee of \$250 per delinquent month or partial month.

8. Remedies

8.1. In addition to any right or remedy given to the Parties in this Agreement, each Party 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 may upon mutual written agreement of the parties be referred to and settled by 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. If the Parties agree to arbitration, the dispute shall be resolved by one mutually agreed upon neutral arbitrator who shall have no affiliation with any party and shall be selected by mutual agreement of the Parties. 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 a mutually agreed upon location.

10. Jurisdiction and Venue

10.1. This Agreement will be governed by the local law of the State of California, excluding any principles of conflicts of law, with venue in Nevada County, California

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 with a minimum 60 day notice 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 contractor.

14. No Waiver of Default

14.1. Either party's failure to exercise any of its rights under this Agreement shall not be deemed a waiver thereof; nor shall a party'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.

17. Notices

17.1. This Agreement shall be managed and administered on behalf of the respective Parties by the individuals identified below. All invoices shall be submitted to and approved by the CUSTOMER's representative so identified. In addition to personal service, all notices may be given to CUSTOMER and to JUMP by first class mail addressed to said party and shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

JUMP Technology Services, LLC:
200 Russell M Perry Avenue
Oklahoma City, OK 73104
Denise Brinkmeyer
President & CEO
(918) 624-JUMP
Denise.brinkmeyer@jumpfaster.com

CUSTOMER of Nevada:
950 Maidu Avenue
Nevada City, California 95959
Tamaran Cook
Adult Protective Services Program Manager
(530) 265-7160
Tamaram.cook@co.nevada.ca.us

18. Standard of Performance

18.1. JUMP represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, JUMP shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which JUMP is engaged. All products of whatsoever nature which JUMP delivers to CUSTOMER pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in JUMP's profession. Permits and/or licenses shall be obtained and maintained by JUMP without additional compensation. JUMP's personnel, when on the CUSTOMER's premises, shall comply with the CUSTOMER's regulations regarding security, safety and professional conduct, including but not limited to Nevada CUSTOMER Security Policy (NCSP) 102 regarding data security.

19. Conflict of Interest

19.1. JUMP covenants that JUMP presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. JUMP further covenants that in the performance of this Agreement, no person having any such interest shall be employed by JUMP. This covenant shall not prohibit JUMP from offering the same or similar Software and Services to other entities.

20. NON-DISCRIMINATION: CDSS MPP / Executive Orders / Dept. of Labor Regulations

20.1. 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. JUMP 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).

21. Prior Nevada CUSTOMER Employment (CUSTOMER Resolution No. 03-353)

21.1. Effective July 22, 2003, it is the policy of the CUSTOMER of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any

relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the CUSTOMER of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject JUMP to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by CUSTOMER, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

22. Disentanglement

- 22.1. If directed by CUSTOMER, JUMP shall cooperate to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. JUMP shall cooperate with CUSTOMER to accomplish a complete transition of the services as set forth in this Agreement being terminated to CUSTOMER without any interruption or adverse impact on those services or any other services provided by third parties. JUMP shall fully cooperate with CUSTOMER and otherwise promptly provide to the CUSTOMER the current data dictionary and existing system support documentation to assist CUSTOMER in effecting a complete transition to the new service provider. JUMP shall provide all information or documentation regarding the services to be transitioned, including data conversion tables, client files, interface specifications, and training materials. JUMP shall provide for the prompt and orderly conclusion of all work required under the Agreement, as CUSTOMER may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to CUSTOMER or the CUSTOMER's designee. JUMP shall not receive any additional or different compensation for the work otherwise required by the Agreement. JUMP's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the CUSTOMER's reasonable satisfaction, or b) twelve (12) months after the expiration of the then current Term of the Agreement.

23. Return, Transfer and Removal

- 23.1. Upon termination of this Agreement, JUMP shall return to CUSTOMER all CUSTOMER-furnished assets in JUMP's possession.
- 23.2. Upon termination of this Agreement, JUMP shall ensure that any and all of CUSTOMER's data maintained by JUMP is extracted in a commercially recognized format acceptable to CUSTOMER prior to the termination date or the completion of the Disentanglement period,

whichever is later, and that said data is securely transmitted or delivered to CUSTOMER or CUSTOMER's designee.

24. Renegotiation Option

- 24.1. In view of the fact that it is unknown how long the products and services will be employed by CUSTOMER and that CUSTOMER will require ongoing maintenance and support of the products for as long as the system is operational, therefore after completion of the initial term of the contract including any extensions and renewals, CUSTOMER and JUMP may renegotiate the contract upon mutual agreement of the Parties.

25. Compliance with Public Records Law

- 25.1. All information CUSTOMER receives from JUMP, whether received in connection with JUMP's proposal or in connection with any services performed by JUMP, will be disclosed upon receipt of a request for disclosure pursuant to the California Public Records Act; provided, however, that if any information is set apart and clearly marked "Confidential Information" pursuant to Section 9, above, when it is provided to CUSTOMER, CUSTOMER shall give notice of JUMP of any request for disclosure of such information. JUMP shall then have five (5) days from the date it receives such notice to enter into an agreement with the CUSTOMER, satisfactory to the CUSTOMER Counsel, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CUSTOMER in any legal action to compel the disclosure of such information under the California Public Records Act. JUMP shall have sole responsibility for defense of the actual "Confidential" designation of such information.

JUMP and CUSTOMER understand and agree that any failure by JUMP to respond to the notice provided by CUSTOMER and/or to enter into an agreement with CUSTOMER, in accordance with the provisions above, shall constitute a complete waiver by JUMP of any rights regarding the information designated "Confidential" by JUMP, and CUSTOMER shall disclose such information pursuant to applicable procedures required by the Public Records Act.

26. Books of Record and Audit Provision

- 26.1. JUMP shall maintain complete records relating to this Agreement for a period of five (5) years from the completion of Services hereunder. Said records shall be maintained in sufficient detail to establish the accuracy of charges for services provided and corresponding calculations of any sales tax payable.

JUMP shall permit CUSTOMER to audit said records as well as such related records of any business entity controlled by JUMP. Said audit may be conducted on JUMP's premises or at a location designated by CUSTOMER, upon fifteen (15) days' notice. JUMP shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the total Contract amount.

27. Authority

27.1. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, JUMP hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which JUMP is obligated, which breach would have a material effect hereon.

28. Force Majeure

28.1. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile action, or catastrophic natural event. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this Agreement, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

Exhibit A
Software Licenses and Hosting Services

1. Licenses

1.1. Need software clarification -

- 1.2.** On any JUMP developed Licensed Software, CUSTOMER will receive a personal, nonexclusive and nontransferable license to use the Licensed Software and related documentation.
- 1.3.** 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. CUSTOMER may use and execute the Software only on the licensed number of Seats designated on Schedule E: Schedule of Charges and Payments. Unless otherwise provided on Schedule E, CUSTOMER must purchase a license for each Seat that has access to the Software.

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.
- 2.2.** CUSTOMER may make copies of the Documentation for CUSTOMER's internal use only, provided that JUMP's copyright and other proprietary legends are reproduced on each copy.
- 2.3.** CUSTOMER may permit access to the Software to third Parties for the purpose of loading data and/or generating reports, subject to execution by said Parties of a non-disclosure agreement to be provided by JUMP.

2.3.1.

3. Trade Secrets and Source Code

- 3.1.** CUSTOMER agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from JUMP's developed technology.

4. Confidential Information

- 4.1.** During the term of this Agreement, each party may disclose to the other certain proprietary or confidential information, which shall be received in confidence and shall not be revealed to third parties or applied to uses other than recipient's performance of its obligations hereunder.
- 4.2.** Neither party shall disclose, advertise or publish the specific terms or conditions of this Agreement without the prior written consent of the other party, except (i) as may be required by law including the provision of the California Public Records Act 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 knowingly upload electronic documents or files to the licensed software which contain any virus, worm, or other codes or routines designed to disable, damage, impair or erase software or data on the equipment upon which the license software is installed and hosted.

Exhibit B
Software Maintenance and Product Support

1. Definition of Support Services

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

2. Support Plan

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

- 2.1.1. Access to support service through web portal and phone (after hours emergencies)
- 2.1.2. Access to support services by up to three (3) designated CUSTOMER contacts
- 2.1.3. Access to available Update Release documentation
- 2.1.4. Web portal access provides
 - 2.1.4.1. Submitting Program inquiries or reporting Program problems
 - 2.1.4.2. Access to Program technical tips
 - 2.1.4.3. Access to Program problem and solution list(s)
 - 2.1.4.4. Access to available Patches
 - 2.1.4.5. Review CUSTOMER call/issue & status
 - 2.1.4.6. Review CUSTOMER maintenance contract status

3. Reporting Service Requests to the Support Services Center

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

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

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

3.8. CUSTOMER'S undertaking:

- 3.8.1. Appoint designated Contacts from CUSTOMER'S organization for all matters relating to the support issues for JUMP systems
- 3.8.2. Obtain all necessary information for each issue reported as outlined in 3.2 above.
- 3.8.3. Include JUMP's identifying HDT number in all subsequent communications with JUMP regarding the HDT.
- 3.8.4. Respond to all JUMP requests for additional information.

3.9. Closure of HDT

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

3.10. Software Releases

- 3.10.1. Prior to the release of any new version, JUMP will provide a detailed release plan and make available, upon CUSTOMER'S request, a test system for CUSTOMER'S review and testing of the new release. Upon successful testing and acceptance by the CUSTOMER, JUMP will schedule the upgrade with the CUSTOMER at a mutually agreed upon time. The upgrade shall be provided to CUSTOMER at no additional charge.
- 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 – JUMP will provide CUSTOMER a minimum of six (6) web based trainings covering the features and use of the software.

- 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 results 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 or as otherwise required by law, including the provision of the California Public Records Act. 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.

Appendix E
Additional Provisions

A) CONFIDENTIALITY:

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

B) CHILD SUPPORT: Public Contract Code / Family Code

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

C) NON-DISCRIMINATION: 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

DB

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

H) INTERPRETATIONS

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

I) INVOICING

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

HHSA Administration
Attn: DSS Fiscal
950 Maidu Avenue
Nevada City, California 95959



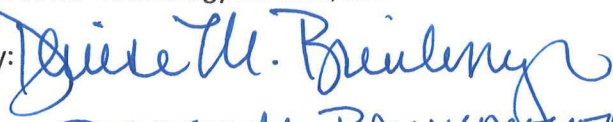
**Exhibit F
Budget**

Item Number	Item Description	Comment	Quantity	Price	Amount
1	LEAPS 1 - 10	Licensing and hosting	1	\$8,040.00	\$8,040.00
2	Training - Web Based	New user training as requested.	6	\$440.00	\$2,640.00
3	Systems Modification Block Time	One time modification for HomeSafe grant data tracking and reporting	1	\$2,000.00	\$2,000.00
Total 2019 - 2020					\$12,680.00
4	LEAPS 1 - 10	Licensing and hosting	1	\$8,040.00	\$8,040.00
5	Training - Web Based	New user training as requested.	6	\$440.00	\$2,640.00
Total 2020 - 2021					\$10,680.00
6	LEAPS 1 - 10	Licensing and hosting	1	\$8,040.00	\$8,040.00
7	Training - Web Based	New user training as requested.	6	\$440.00	\$2,640.00
Total 2021 - 2022					\$10,680.00
Total Agreement					\$34,040.00

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:


Name: DENISE M. BRINKMEYER

Date:

7/17/2019

Title PRESIDENT

For CUSTOMER

COUNTY OF NEVADA:



Richard Anderson
Chair, Board of Supervisors

Dated: 7/22/2019

Attest:


Julie Patterson-Hunter
Clerk of the Board of Supervisors