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Contract Number

24 323

SAP Number

4400021576

Department of Aging And Adult Services

Department Contract Representative
Telephone Number

Julie West
(909) 387-2462

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

JUMP Technology Services, LLC
Denise Brinkmeyer
(918) 625-7335
April 23, 2024 through April 22, 2027
\$496,960.80
N/A
\$496,960.80

Briefly describe the general nature of the contract:

Enterprise Subscription Agreement with Jump Technology Services for LEAPS for Adult Protective Services programs, in an amount not to exceed \$496,960.80, for the period of April 23, 2024 through April 22, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold

Bonnie Uphold, Deputy County Counsel

Date April 10, 2024

Reviewed for Contract Compliance

Patty Steven

Patty Steven, Contracts Manager

Date April 10, 2024

Reviewed/Approved by Department

Glenda Jackson

Glenda Jackson, Assistant Director

Date April 10, 2024

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

AGREEMENT #: _____

EFFECTIVE DATE: 04/23/2024

EXPIRATION DATE: 04/22/2027

This agreement is made between JUMP Technology Services, L.L.C. (hereafter referred to as JUMP Technology Services) and San Bernardino County (hereafter referred to as Customer) and will become effective upon execution and will continue in effect until the services provided for herein have been performed or until terminated as provided herein. Each of JUMP Technology Services and Customer may be referred to herein individually as a "Party" and together as the "Parties." This Agreement, including the Schedules, supersedes all prior proposals, negotiations, and communications, oral or written, between the parties with respect to the subject matter hereof; no modification or amendment to this Agreement shall be binding unless in writing and signed by representatives of both parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be affected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.

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

The maximum amount of payments under this Agreement shall not exceed \$496,960.76.

The following schedules are attached hereto and incorporated herein.

Schedule A	Definitions
Schedule B	Service Level Agreement
Schedule C	Training
Schedule D	Statement of Services
Schedule E	Insurance Requirements and Certificate of Insurance

1. DEFINITIONS

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

2. LICENSED SOFTWARE

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

2.2 Except for the rights expressly granted herein, this Agreement does not transfer from JUMP Technology Services to Customer any intellectual property and/or developed technology, and all right, title, and interest in and to such property/technology will remain solely with JUMP Technology Services. Customer shall supervise and approve access for all **Authorized Users** of the Licensed Software and shall prevent unauthorized access and use of the Licensed Software. Customer may not use any component of the System to provide services to third parties as a service bureau or data processor.

3. SERVICES

This Agreement sets forth the terms and conditions under which JUMP Technology Services agrees to provide (i) certain hosted "software as a service" ("**Subscription Services**") for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefore, a "**Platform**") to **Authorized Users**, as further set forth on each order form ("**Order Form**") and (ii) if applicable, all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management ("**Professional Services**" together with **Subscription Services**, the "**Services**") related to Customer's access to, and use of, such **Subscription Services** and each **Platform**, as further set forth on each statement of services ("Statement of Work") issued hereunder (Order Forms and Statements of Professional Services are sometimes referred to jointly as a "Statement of Services").

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

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

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

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

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

4. PLATFORM ACCESS AND AUTHORIZED USER

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

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

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

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

5. ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

5.1 Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, deconstruct or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the **Platform**, **Software** (ii) modify, translate, or create derivative works based on a **Platform** or any **Software**; (iii) use a **Platform** or any **Software** for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any **Software** or a **Platform** in any manner to assist or take part in the development, marketing or sale of a product potentially

competitive with such **Software** or **Platform**. **Software** and the **Services** are the **Confidential Information** of JUMP Technology Services.

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

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

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

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

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

6. CONFIDENTIALITY

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

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

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

7. PROPRIETARY RIGHTS

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

7.2 Customer Data and Vendor Information License. Customer hereby grants to JUMP Technology Services a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use and otherwise exploit (i) **Customer Data** to provide the

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

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

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

8. FEES & PAYMENT

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

8.2 Payment. JUMP Technology Services will bill through an invoice, in which case, full payment for invoices issued in any given month must be received by JUMP Technology Services sixty (60) days after the mailing date of the invoice, or received date if sent electronically, unless otherwise specified on the applicable **Order Form**. If Customer's undisputed invoices are sixty (60) days or more overdue, in addition to any other rights and remedies (including termination), JUMP Technology Services may suspend the Services without liability until all issues are resolved.

Electronic invoices shall be sent to DAAS-APS at the following email address:

APSanalyst@hss.sbcounty.gov

Payments shall be made to:

JUMP Technology Services

P. O. Box 3452

Edmond, OK 73083

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

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

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

8.6 Increases. At the expiration of this contract, JUMP Technology Services may increase pricing at renewal at a rate not to exceed five percent (5%). Fees may further be increased upon prior written notice to Customer in the event JUMP Technology Services' third-party suppliers increase such fees.

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

9. TERM AND TERMINATION

9.1 Term. This Agreement shall remain in effect as of April 23, 2024 and expires April 22, 2027, with two (2) additional one (1)-year options to extend contract term, but may be terminated earlier in accordance with the provisions of this Agreement (the "Term"). The term of each Statement of Services shall begin on the applicable "Services Effective Date" and continue until all Services expire or are terminated in accordance with this Agreement. In no event will the term of any Statement of Services extend the Term or extend beyond the Term.

9.2 Termination. JUMP Technology Services may terminate this Agreement upon written notice to Customer if no Statement of Services is in effect. In addition to any other remedies it may have, either party may also terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or as agreed upon by both parties after receipt of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, if Customer is a state agency or a political subdivision of a state, or a federal agency or a political subdivision of the federal government, Customer may terminate this Agreement at any time (i) for convenience upon ninety (90) days' written notice to JUMP Technology Services, or (ii) if adequate funds to pay JUMP Technology Services all fees owed hereunder are not appropriated to such Customer during the Term, unless otherwise authorized by law; provided, it is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience, substitution for another procurement system or solution, or to circumvent the requirements of this Agreement in any way. Furthermore, failure to use the **Licensed Software, Services, and Platform** or Upgrades thereto in accordance with Applicable Law is a material breach of this Agreement and cause for termination. On March 4, 2022, California Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that JUMP Technology Services is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. JUMP Technology Services shall be provided advance written notice of such termination, allowing JUMP Technology Services at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of Customer.

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

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

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

10. WARRANTY AND DISCLAIMER

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

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

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

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

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

10. 6 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, JUMP TECHNOLOGY SERVICES DOES NOT WARRANT THAT ACCESS TO THE **PLATFORMS, SOFTWARE OR SERVICES** WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES JUMP TECHNOLOGY SERVICES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE **SERVICES**. FURTHER, JUMP TECHNOLOGY SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO **SERVICES** PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A **PLATFORM**, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN JUMP TECHNOLOGY SERVICES AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE **PLATFORMS, SOFTWARE AND SERVICES** ARE PROVIDED "AS IS," AND JUMP TECHNOLOGY SERVICES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

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

11. INDEMNITY

11.1 Indemnification by JUMP Technology Services. JUMP Technology Services will defend, indemnify and hold harmless, Customer, and its officers, employees, agents and volunteers, against any claim, suit, demand, or action made or brought by

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

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

12. LIMITATION OF LIABILITY

12.1 IN NO EVENT SHALL (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER AND VENDORS HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

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

13. GOVERNING LAW AND DISPUTE RESOLUTION

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

14. SECURITY

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

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

RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR CUSTOMER USERS, AGENTS OR CONTRACTORS.

15. PUBLICITY

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

16. NOTICES

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

17. FORCE MAJEURE

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

18. ASSIGNMENT

Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. For the avoidance of doubt, a third-party technology provider that provides features or functionality in connection with a **Platform** shall not be deemed a sublicensee under this Agreement.

19. RELATIONSHIP OF THE PARTIES

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

20. GENERAL PROVISIONS

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

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

20.3 Intentionally omitted.

20.4 California Consumer Privacy Act. The Parties agree that the California Consumer Privacy Act under Cal. Civ. Code § 1798 et seq. ("CCPA") may be applicable to the Agreement. If applicable, JUMP Technology Services shall be deemed a "service provider" under the CCPA if JUMP Technology Services receives the "personal information" of any "consumer" for "processing" on Customer's behalf.

20.5 Campaign Contribution Disclosure (SB1439). JUMP Technology Services has disclosed to Customer by completing and signing SB 1439 form - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of JUMP Technology Services' proposal to Customer, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. JUMP Technology Services acknowledges that under Government Code section 84308, JUMP Technology Services is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, JUMP Technology Services will provide Customer a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the JUMP Technology Services or by a parent, subsidiary or otherwise related business entity of JUMP Technology Services.

20.6 Counterparts and Electronic Signature. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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

For JUMP Technology Services, LLC.

DocuSigned by:
By: Denise Brinkmeyer
1DBC811602E04D0...
Denise M. Brinkmeyer
President

Date: April 10, 2024

For CUSTOMER: SAN BERNARDINO COUNTY

► Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

Dated: APR 23 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



Schedule A: Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule B: Service Level Agreement

Support is provided under an annual contract that provides Customer access to a dedicated support team during normal business hours. Normal business hours are between 5 a.m. and 5:00 p.m. (Customer's Local Time), Monday through Friday, excluding national and JUMP company holidays. A list of JUMP company holidays is below as SECTION B and is subject to change from year to year. The total number of JUMP company holidays is not to exceed ten (10) days per year. The Support Services Center ("SSC") web site address is <https://jumpssc.com>. The customer portal will be accessible 24 hours a day.

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

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

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

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

Service includes the following:

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

3.0 Reporting Cases to the SSC

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

- **Technical Assistance:** Questions about Program usage and installation that do not result in registration of a program defect or enhancement request.
- **Program Defect:** A Customer encounters a problem that is determined to be an Error or defect in the Program.
- **Feature Enhancements Requests:** Request for a tool or feature that is not included in the current set of JUMP Technology Services produced or licensed software or features. JUMP will review Customer's requests for feature enhancement during normal JUMP systems update cycles.
- **Documentation Discrepancies.**

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

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

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

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

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

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

4.0 Definitions of HDT Priorities

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

Priority	Conditions
1 – High	Critical business impact. The Customer has complete loss of service and work cannot reasonably continue; experiences real or perceived data loss or corruption; an essential part of the system is unusable for the Customer, which results in the inability to use a mission critical application.
2 – Medium	Some business impact. The problem seriously affects the functionality of the Program but can be circumvented so that the Program can be used; or that the Program as a whole function but that a certain function is somewhat disabled, gives incorrect results or does not conform to the specifications.
3 – Low	Minimal business impact. The Customer can circumvent the problem and use the system with only slight inconvenience. The error can be considered insignificant and has no significant effect on the usability of the software, e.g., a small system error or a small error in the documentation. This priority is also used for questions, comments, and requests for enhancements to the software.

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

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

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

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

5.0 Closure of HDT

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

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

6.0 Software Releases

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

7.0 Failure Correction Goals

HDT that result in the identification of a software system defect/failure will cause a Defect to be logged. The Customer will be notified that the defect/failure was received and will be provided with an HDT number. JUMP will respond to defect reports as indicated in the table below. The response time goals do not apply in situations where it is verified that the source of the failure is a third party product. Defect Correction Goals:

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

SECTION B**JUMP Technology Services Company Holidays**

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

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

Schedule C: Training

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

4. Training System for CUSTOMER Led Training

4.1. CUSTOMER may utilize the JUMP training or testing system to conduct CUSTOMER led training.

4.2. CUSTOMER acknowledges that the training and/or testing system is part of JUMP'S temporary staging and development environment and is not guaranteed to be available without interruption.

4.3. CUSTOMER acknowledges that the training system, when available, is offered without warranty and that CUSTOMER will not use the training system to enter electronic protected health information (ePHI).

4.4. CUSTOMER will maintain all rights and privileges to its specific database content. JUMP shall have no rights or privileges to database content, other than as required to implement JUMP technology and for the purpose of training, research, support, and maintenance of the licensed software.

Schedule D: Statement of Services

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

The **data classification** is:

Confidential: Personally, identifying information

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

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

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

No.	Item	Description	Eff Date	End Date	Qty	Price	Extended
1	In Person Training	Four (4), two day trainings for intake through investigation completion. Due at go live	04/23/2024	04/22/2025	1	\$1,200.00	\$1,200.00
2	Custom Data Conversion	One time custom data conversion program development to convert legacy data into LEAPS format.	04/23/2024	04/22/2025	1	\$8,000.00	\$8,000.00
3	Home Safe Reporting Modules	Statio installation, HMIS export file, HSAPS19 workbook maintenance. Includes web based training for admins and Statio users. Due at go live.	04/23/2024	04/22/2025	12	\$2,431.86	\$29,182.32
4	Implementation	Project coordination, scheduling, and documentation activities for implementation project of LEAPS with California Intake Screening Tool. Due at go live.	04/23/2024	04/22/2025	1	\$7,600.00	\$7,600.00
5	LEAPS 126 - 150	Licensing and hosting SaaS system for up to 150 users. Prepaid subscription services. Due at project start.	04/23/2024	04/22/2025	4	\$31,935.15	\$127,740.60
6	Service Credit	Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services. Exchange rates are based on custom quote requests or training ordered from the training catalog. Credits used for modification required at implementation. Unused credits will be applied to account for training or custom reporting. Due at go live,	04/23/2024	04/22/2025	48	\$125.00	\$6,000.00
7	Training - Web Based	Web based training for Supervisor Dashboards and Program Administrator reports training to occur. Post go live. One on one sessions with supervisors. Due at delivery	04/23/2024	04/22/2025	8	\$424.00	\$3,392.00
8	Weekly Database Backups	Weekly database backup via FTPS: SQL Server .bak (included)	04/23/2024	04/22/2025	1	\$0.00	\$0.00
9	LEAPS 126 - 150	Licensing and hosting SaaS system for up to 150 users. Prepaid subscription services	04/23/2025	04/22/2026	4	\$31,935.15	\$127,740.60
10	Weekly Database Backups	Weekly database backup via FTPS: SQL Server .bak (included)	04/23/2025	04/22/2026	1	\$0.00	\$0.00
11	Home Safe Reporting Modules	Statio installation, HMIS export file, HSAPS19 workbook maintenance. Includes web based training for admins and Statio users. Prepaid.	04/23/2025	04/22/2026	12	\$2,431.86	\$29,182.32
12	LEAPS 126 - 150	Licensing and hosting SaaS system for up to 150 users. Prepaid subscription services	04/23/2026	04/22/2027	4	\$31,935.15	\$127,740.60

13	Weekly Database Backups	Weekly database backup via FTPS: SQL Server .bak (included)	04/23/2026	04/22/2027	1	\$0.00	\$0.00
14	Home Safe Reporting Modules	Statio installation, HMIS export file, HSAPS19 workbook maintenance. Includes web based training for admins and Statio users. Prepaid.	04/23/2026	04/22/2027	12	\$2,431.86	\$29,182.32
OPTIONAL YEAR(S) PRICING							
No.	Item	Description	Eff Date	End Date	No.	Item	Description
15	LEAPS 126 - 150	Licensing and hosting SaaS system for up to 150 users. Prepaid subscription services Optional Year One	04/23//2027	04/22/2028	4	\$31,935.15	\$127,740.60
16	Weekly Database Backups	Weekly database backup via FTPS: SQL Server .bak (included) Optional Year One	04/23/2027	04/22/2028	1	\$0.00	\$0.00
17	Home Safe Reporting Modules	Statio installation, HMIS export file, HSAPS19 workbook maintenance. Includes web based training for admins and Statio users. Prepaid. Optional Year One	04/23/2027	04/22/2028	12	\$2,431.86	\$29,182.32
18	LEAPS 126 - 150	Licensing and hosting SaaS system for up to 150 users. Prepaid subscription services Optional Year Two	04/23/2028	04/22/2029	4	\$31,935.15	\$127,740.60
19	Weekly Database Backups	Weekly database backup via FTPS: SQL Server .bak (included) Optional Year Two	04/23/2028	04/22/2029	1	\$0.00	\$0.00
20	Home Safe Reporting Modules	Statio installation, HMIS export file, HSAPS19 workbook maintenance. Includes web based training for admins and Statio users. Prepaid. Optional Year Two	04/23/2028	04/22/2029	12	\$2,431.86	\$29,182.32
Year One with Implementation							\$183,114.92
Annual Recurring							\$156,922.92

Schedule E
INSURANCE REQUIREMENTS AND CERTIFICATE OF INSURANCE

JUMP Technology Services agrees to provide insurance set forth in accordance with the requirements herein. If JUMP Technology Services uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, JUMP Technology Services agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, JUMP Technology Services shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of JUMP Technology Services and all risks to such persons under this contract. If JUMP Technology Services has no employees, it may certify or warrant to the Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - b. Commercial/General Liability Insurance – JUMP Technology Services shall carry General Liability Insurance covering all operations performed by or on behalf of JUMP Technology Services providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
 - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If JUMP Technology Services is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If JUMP Technology Services owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
 - e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of three (3) years after Agreement completion.
 - f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.

2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Customer to vicarious liability but shall allow coverage for the Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights.** JUMP Technology Services shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit JUMP Technology Services and JUMP Technology Services' employees or agents from waiving the right of subrogation prior to a loss or claim. JUMP Technology Services hereby waives all rights of subrogation against the Customer.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.
5. **Severability of Interests.** JUMP Technology Services agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between JUMP Technology Services and the Customer or between the Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** JUMP Technology Services shall furnish Certificates of Insurance to the Customer Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and JUMP Technology Services shall maintain such insurance from the time JUMP Technology Services commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, JUMP Technology Services shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Customer has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Customer will be promptly reimbursed by JUMP Technology Services or Customer payments to JUMP Technology Services will be reduced to pay for Customer purchased insurance.

Insurance Review. Insurance requirements are subject to periodic review by the Customer. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Customer. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Customer, inflation, or any other item reasonably related to the Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be agreed upon by both parties and made by amendment to this contract. JUMP Technology Services agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Customer.