

ORIGINAL

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Social Solutions,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide licenses to use Efforts to Outcomes (ETO) software, training, database management and support for Family & Children's Services and Probation Department staff.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 46,578.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from July 1, 2016 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B DSS Additional Provisions

Exhibit C Budget

Exhibit D Sub-License Agreement

Exhibit E Billing/Summary Claim Form

Exhibit F Child Abuse Reporting Certification

Exhibit G HIPAA Certification

Exhibit H Lobbying Certification

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02-99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Daniel Bach, MA III	Scott Johnson, CEO
Name and Title	Name and Title
1000 South Main Street, Suite 205 Salinas, CA 93901	425 Williams Court, Suite 100 Baltimore, MD 21220
Address	Address
(831) 796-3525 fax: (831) 784-2123	(443) 460-3375 fax: (443) 460-3473
Phone	Phone

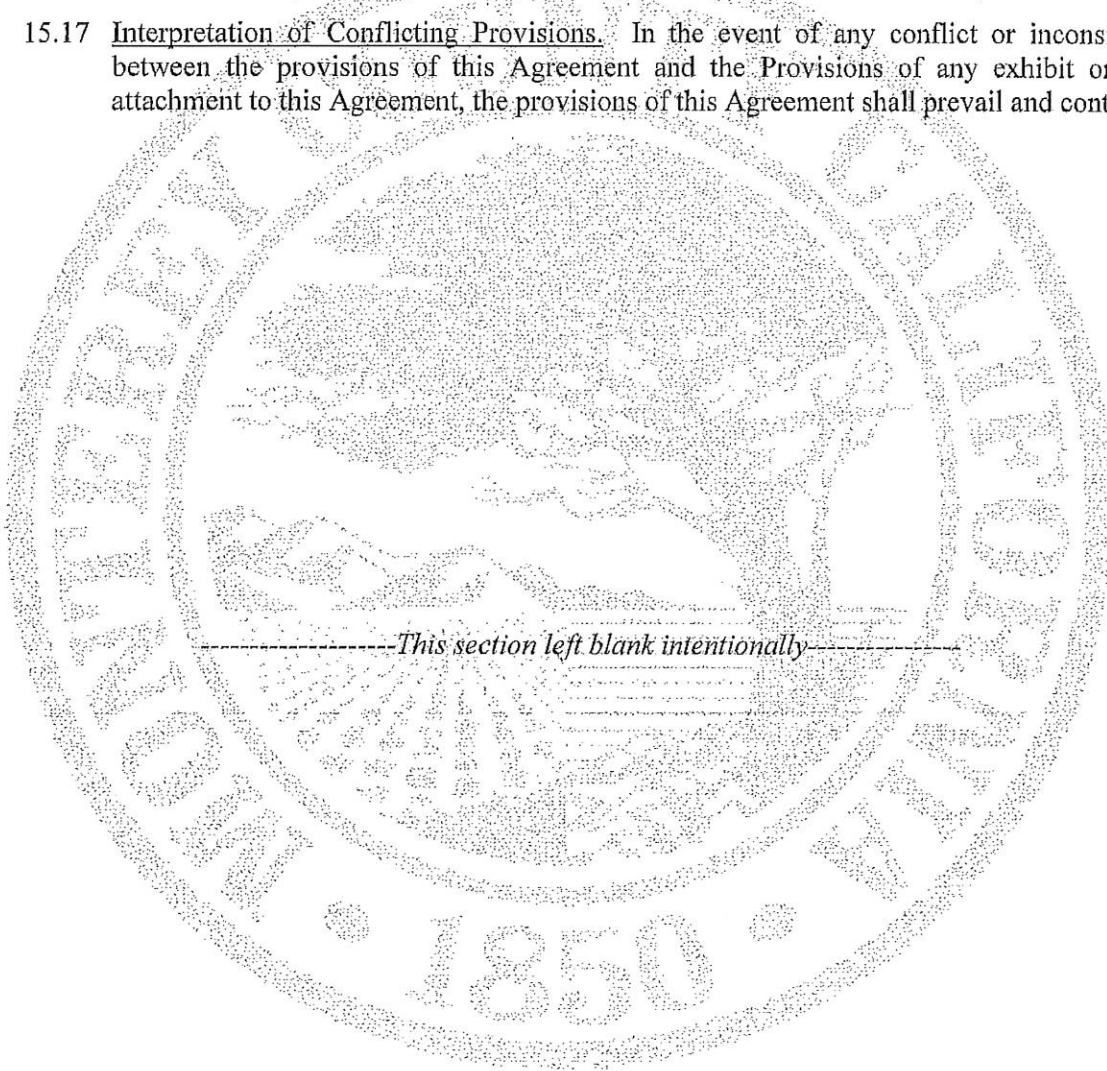
15.0 MISCELLANEOUS PROVISIONS

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.



16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Social Solutions
Contractor's Business Name*

Date: _____

By: _____
Department Head (if applicable)

By: _____
(Signature of Chair, President, or
Vice-President)*

Date: _____

Approved as to Form¹

Gregory Johnson - Chief Operating Officer
Name and Title

By: _____
County Counsel

Date: _____

Date: _____
8-11-16

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

PATRICIA BENEDIX, COO
Name and Title

Date: _____
8-12-16

Date: _____
7/28/16

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign this Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

SCOPE OF SERVICES/PAYMENT PROVISIONS

SOCIAL SOLUTIONS
July 1, 2016 to June 30, 2017

CONTACT INFORMATION

For Contractor: Social Solutions Global, Inc
425 Williams Ct. Ste. 100
Baltimore MD 21220.

Scott Johnson
CEO
Phone (443) 460-3375_Fax: (443) 460-3473

For County: Daniel Bach
Management Analyst III
Family and Children's Services
1000 S. Main Street, Ste. 205
Salinas, CA 93901
(831) 796-3525 Fax (831) 784-2123

SERVICES TO BE PROVIDED

COUNTY (Licensee) has purchased from the CONTRACTOR (Licensor) An Enterprise Edition of Efforts to Outcomes Software (ETO). This contract includes but is not limited to 1) a 12 month license; 2) Implementation and training support; 3) Data base management and security; 4) Support Services. Services provided are subject to the following terms and conditions:

1. Definitions

- a) "Software" means the computer programs listed in Exhibit A attached to this Agreement, including all current, previous, and subsequent versions of all related products, together with any documentation supplied by Licensor.
- b) "Approved Sub-Licensee" means one of the program grantees or partners of Enterprise Licensee, identified in Attachment B, who has executed a standard Sub-License Agreement.
- c) "Sub-License" means a License in the Software made available to an Approved Sub-Licensee through the Enterprise Licensee.
- d) "Distribute" means to make Sub-License in the Software available to an Approved Sub-Licensee according to terms and conditions to be determined.
- e) "Deploy" means providing web-based access to the Software.
- f) "End User" is one who gains authorized access to Enterprise Licensee's Software.
- g) "Upgrade" means a modification to the Software that is completed according to Licensor's exclusively determined timeline and specifications.

2. Grant of Rights

In accordance with the terms and conditions referenced herein, Licensor grants to Enterprise Licensee, and Enterprise Licensee accepts from Licensor, a non-exclusive License to Use Licensor's Software and a non-exclusive License to Distribute Sub-licenses in Licensor's Software within the hosting environment created and maintained by Licensor for Enterprise Licensee to Approved Sub-Licensees.

a) License to Use:

- i) End-User accounts shall be granted by Licensor in the Software and made available to Enterprise Licensee's End-Users upon Enterprise Licensee's execution of this Agreement and payment in accordance with the terms referenced herein.
- ii) Authorized use of the Software shall include only the processing of Enterprise Licensee's own business, which shall include servicing, and maintaining records on behalf of its Sub-Licensees.
- iii) Enterprise Licensee shall not:
 - (1) Permit any unauthorized use;
 - (2) Permit any unauthorized third party to use or reproduce the Software without the prior written consent of Licensor; or,
 - (3) Use the Software in the operation of a service bureau.

b) License to Distribute Sub-Licenses:

- i) Licensor grants to Enterprise Licensee a nonexclusive License to Distribute Sub-Licenses in the Software to Enterprise Licensee's Approved Sub-Licensee's and Sub-Licensee's End-Users through the hosted environment established and maintained for Enterprise Licensee's exclusive use by Licensor for the term of this Agreement according to the terms and conditions referenced in Attachment A.
- ii) Sub-Licensee use of the Software shall be governed and regulated according to the terms referenced in the standard Sub-License Agreement.
- iii) Distribution of the ETO Software™ shall be limited geographically to partners and affiliates of Enterprise Licensee within Monterey County, California. Additionally, there will be a cap of 20 sublicenses available for grant by the Enterprise Licensee within the first year and an additional 10 each year thereafter with a maximum cap of 50 sublicenses.

3. Reporting

Enterprise Licensee shall maintain a record of each Sub-Licensee's 501c(3) certification, Federal Tax Identification number, and legal affiliation to the Enterprise Licensee. Enterprise Licensee shall make this record available to Licensor within thirty (30) business days of receipt of Licensor's written request.

4. Term of Agreement

This Agreement is effective for one (1) year, commencing on the date of execution by both parties, unless earlier terminated according to the terms and conditions stated in Section 19 ("Termination").

5. Custom Modifications

- a) Enterprise Licensee may, at any time during the term of this Agreement, request to have Licensor modify or enhance the Software to meet its exclusively determined needs ("Custom Modifications"). Licensor shall undertake such Custom Modifications of the Software as may be requested by Enterprise Licensee at its then current rate. For each Custom Modification requested, Enterprise Licensee shall provide written specifications to Licensor that shall be mutually agreed upon. Using these specifications, Licensor shall offer Enterprise Licensee a "capped" fee estimate to meet the specifications. Upon receiving Enterprise Licensee's approval, the parties shall determine a mutually acceptable timeline for delivery, deployment and payment for such Custom Modifications.

- b) Once deployed, these Custom Modifications become functional components of the Software and are subject to the same Warranty claims under Section 13 (a) and (b) below.
- c) Title and ownership of all Custom Modifications shall remain in Licensor.

6. Technical Requirements

- a) **Server Requirements:** Provided by Licensor for the term of the Agreement: Verisign® SSL, Microsoft SQL Server 2000, WIN 2000, Veritas Back-up Exec®, and uses Active Server Pages (ASP), HTML, Javascript, Visual Basic, VBScript, and Crystal Reports® programming languages.
- b) **Client Requirements:** Provided by Enterprise Licensee and its Sub-Licensees for the term of the Agreement.
 - i. MS Windows Operating System (Windows 95 or greater)
 - ii. Internet connection
 - iii. Internet Explorer 5.5 or greater for PC

7. Software Deployment

Within forty-five (45) days of Licensor's receipt of this executed Agreement and payment in accordance with PAYMENT PROVISIONS of this Exhibit A, Licensor shall Deploy the Software and make it available to Enterprise Licensee's End-Users.

8. Software Use and Training

- a) **Software Use:**
 - i. Enterprise Licensee shall use commercially reasonable efforts to limit the use of the Software to those End-Users who have been properly identified to Licensor and appropriately trained.
 - ii. End-User Accounts may be established upon Licensor's receipt of notice at a cost of \$180 per account per year, pro-rated from the date of Agreement renewal, for the term of this Agreement.
 - iii. An End-User Account may be established as a temporary or guest user of the Software for a duration and frequency of use to be mutually determined and agreed upon by Licensor and Enterprise Licensee.

9. Standard Annual ETO Software Service Plan

- a) **Web-domain Hosting:** Licensor will maintain the web domain through which the Software will be available to Enterprise Licensee and its Sub-Licensees on a twenty four (24) hours a day, seven (7) days a week basis, except during scheduled downtime or unscheduled downtime due to circumstances beyond Licensor's reasonable control. Licensor shall use commercially reasonable efforts to prevent scheduled downtime Monday through Friday between the hours of 9am and 9pm Eastern Standard Time.
- b) **Security:** Licensor will maintain standard Verisign® Secure Socket Layer (SSL) 128-bit security encryption certification for the duration of the term of this Agreement. Licensor's servers will be protected by regular system-wide and client specific security audits and state-of-the-art Intrusion Detection systems, which monitor the security of the entire network from multiple access points. Operating System security releases are installed and updated within 24 hours of release.
- c) **Back-up:** Licensor will monitor servers 24 hours a day by technicians who are on call or immediately available. All servers are backed-up three times a day via internal SQL Server protocol, Veritas Back-up Exec Software®, and tape drive with tapes being securely stored off-site within a standard 30-tape rotation schedule.
- d) **Maintenance:** Licensor will use its best efforts to promptly provide such error-correction services as may be required to ensure that the Software remains in substantial conformance with current functionality with minimal user-level interruption.

- e) **User Support:** Licensor will provide such End-User support as may be required to promote the reasonable understanding and consistent use of the Software as currently configured. Standard End-User Support is available via phone and email between the hours of 8 am and 8 pm, Eastern Standard Time, Monday through Thursday, and Friday between the hours of 8 am and 6 pm, exclusive of holidays as may be established and amended by Licensor. Licensor shall use commercially reasonable efforts to provide End-User support in a timely manner, subject to the nature of the each concern.
- f) **Upgrades:** Licensor reserves the right to make such upgrades to the Software at any time as may be necessary to promote ease of use and/or increased functionality. Licensor shall make reasonable attempts to notify Enterprise Licensee and its Sub-Licensees of such upgrades in a timely manner and to cause minimal user-level interruption. Once deployed, these Upgrades become functional components of the Software and are subject to the same Warranty claims under Section 14 (a) and (b) below.
- g) **Service Levels:** Licensor will use commercially reasonable efforts to cure reported and verifiable errors in the Software so the Software operates as specified in the Exhibit A. If Enterprise Licensee is unable to access and use the Software, Licensor will begin work on the error within two (2) hours of notification and will engage staff full time until a fix or reasonable work around is delivered to Enterprise Licensee; if a major feature of the Software fails or Enterprise Licensee is unable to access certain data, but can access the Software, Licensor will begin work on the error within one (1) business day of notification and will engage staff until a fix or reasonable work around is delivered to Enterprise Licensee. All other related services shall be resolved through the User Support services described in (e) above.

10. Software Ownership

- a) Licensor represents that it is the owner of the Software and all portions thereof and that it has the right to modify it and to grant Enterprise Licensee a License for its Use and a License to Distribute Sublicenses in its use. Enterprise Licensee shall include Licensor's copyright or proprietary rights notice on any copies of the Software or associated documentation that it distributes or makes publicly or privately available.
- b) Licensor represents that it maintains an active Technology Escrow Account, audited quarterly, with a qualified third party according to which, certain events, including the liquidation of Licensor, shall trigger a transfer of ownership of the Software and all related portions thereof to Enterprise Licensee's perpetual, non-exclusive use.

11. Title to Software Systems

- a) The Software and all programs developed hereunder, including without limitation the Software, the results of all development efforts independently initiated by Licensor, and the results of all development efforts made on the behalf of Enterprise Licensee and its Sub-licensees, and all copies thereof are proprietary to Licensor and title thereto remains in Licensor.
- b) All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at Enterprise Licensee's request are and shall remain in Licensor.

12. Title in Content

- a) Licensor grants that Enterprise Licensee and its Sub-Licensees have sole and exclusive ownership of and title in any and all data collected, stored, and retrieved (collectively, "Content") by its End-Users in the Software during the term of this Agreement.
- b) Upon termination of this Agreement, Licensor shall deliver Enterprise Licensee and Sub-Licensee's Content in a mutually agreed upon media format. Subsequent to receiving

confirmation of receipt of this delivery, Licensor shall destroy all tangible and digital records of Enterprise Licensee's Content and related materials.

13. Warranty

- a) Licensor warrants that Software will conform, as to all substantial operational features, to Licensor's current published specifications when installed and will be free of defects that substantially affect system performance.
- b) Enterprise Licensee must notify Licensor in writing of its claim of any defect. If the Software is found to be defective by Licensor, Licensor's sole obligation under this warranty is to use commercially reasonable efforts to promptly remedy such defect.
- c) THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR. LICENSOR MAKES AND ENTERPRISE LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. .
- d) This warranty shall be immediately voided in any case where Enterprise Licensee makes, causes to be made, or knowingly allows any modification to the code base of the Software. Correction for defects traceable to Enterprise Licensee's errors or system modifications shall be billed at Licensor's standard time and material charges.

14. Confidentiality

- a) Except to the extent expressly permitted in writing, Enterprise Licensee shall not reproduce, duplicate, copy, sell, or otherwise disseminate the Software, including related materials, in any medium.
- b) Enterprise Licensee acknowledges that the Software is an extremely valuable trade secret of Licensor and is currently patent-pending with the US Patent and Trademark Office; therefore, any disclosure to third parties who are not subject to confidentiality and restrictions similar to those contained in this Agreement is strictly prohibited.
- c) Enterprise Licensee shall not release the results of any benchmark of the Software without Licensor's prior written approval.
- d) Neither Enterprise Licensee nor Licensor shall release any terms of this Agreement without the other Party's prior written consent.
- e) Enterprise Licensee agrees to secure and protect each module, software product, documentation and copies thereof in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder.
- f) Licensor agrees to secure and protect any and all Enterprise Licensee's data in a manner consistent with the maintenance of Enterprise Licensee's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder.
- g) Licensor grants that it neither has nor retains any rights in the Content but that it may, from time to time, include Enterprise Licensee and Sub-Licensee row and record counts, table acquisition and volume, individual user/program and site and enterprise-wide transaction counts, transaction frequency, transaction rates, and transaction record volume, load balance and timing, and transaction execution rates ("Unattributable Data") in statistical analysis or formulaic combination to monitor and manage Software performance.
- h) Notwithstanding the foregoing, each Party acknowledges that any information which is known prior to disclosure or becomes known from a source other than one having a confidentiality obligation or becomes publicly known or ceases to be secret or confidential will not be deemed confidential and subject to provisions of this Section 14.

15. Indemnity

Licensor, at its own expense, will defend any action brought against Enterprise Licensee to the extent that it is based on a claim that the Software used within the scope of this Agreement infringes any patents, copyrights, license or other property right, provided that Licensor is promptly notified in writing of such claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Enterprise Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval.

If, as a result of any claim of infringement against any patent, copyright, license or other property right, Licensor is enjoined from using the Software, or if Licensor believes that the Software is likely to become the subject of a claim of infringement, Licensor at its option and expense may procure the right for Enterprise Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable, Licensor may discontinue the license granted herein on one month's written notice and refund to Enterprise Licensee the unamortized portion of any annual user fees paid in advance by Enterprise Licensee and release Enterprise Licensee from any further liability under this Agreement. The foregoing states the entire liability of Licensor with respect to infringement of any copyrights or patents by the Software or any parts thereof.

16. Intent to Cooperate

Both Licensor and Enterprise Licensee acknowledge that successful Deployment and use of the Software pursuant to this Agreement shall require their full and mutual good faith cooperation.

17. Termination

- a) Licensor shall have the right to terminate this Agreement and any and all right(s) granted herein upon 30 days' written notice, in the event that Enterprise Licensee, its officers, or employees violates any provision of this Agreement including, but not limited to, confidentiality and payment;
- b) Licensor shall have the right to terminate this Agreement and any and all right(s) granted herein in the event Enterprise Licensee:
 - (i) Violates any term or condition referenced herein;
 - (ii) Terminates or suspends its business;
 - (iii) Becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, or
 - (iv) Becomes insolvent or subject to direct control by a trustee, receiver or similar authority.

In such case, Licensor shall have the right to terminate this Agreement and immediately terminate Enterprise Licensee's right to use the Software and take immediate possession of all related documentation without demand or notice.

- c) Use of the Software by any End-User other than those appropriately identified shall be the basis for immediate termination of this Agreement.
- d) Without limiting any of the above provisions, in the event of termination as a result of the Enterprise Licensee's failure to comply with any of its obligations under this Agreement, the Enterprise Licensee shall continue to be obligated for any payments due. Termination of the license(s) shall be in addition to and not in lieu of any equitable remedies available to Licensor.
- e) Enterprise Licensee shall have the right to terminate this Agreement and license(s) granted herein for any reason or for no reason, by supplying Licensor with notice in writing of its intent to terminate services no less than thirty (30) days prior to date of

termination, or immediately upon determination of good cause. Upon receiving such notice, Licensor shall provide Enterprise Licensee with a digital copy of all data collected by Enterprise Licensee and its Sub-Licensees in the Software in MS Access 2000 format within thirty (30) days of the date of termination for \$150.00.

- f) Termination under this paragraph shall not relieve either party of its obligations regarding confidentiality of the Software and Enterprise Licensee's data as collected therein.

18. General

- a) Complete Agreement: Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.
- b) Waiver/Amendment: No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by each party. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall be deemed as a waiver of any such right, power, or remedy.
- c) Performance Delays: Dates or times by which either party is required to make performance under this License shall be postponed automatically to the extent that such party is prevented from meeting them by causes beyond its reasonable control.
- d) Applicable Law: This Agreement and performance hereunder shall be governed by the laws of the State of California.
- e) Enforceability: If any provision, sentence, phrase or word of this Agreement or the application thereof to any person or circumstance shall be held to the extent the rights or obligations of either party under this Agreement are not materially and adversely affected thereby, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby and the parties shall use good faith efforts to negotiate a valid provision in lieu thereof that accomplishes the original intent of the parties.
- f) Assignment: Neither party may assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective parties hereto.
- g) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.
- h) Notice: All notices and other communications given in connection with this License shall be in writing and shall be deemed given as follows:
 - i. When delivered personally to the recipient's address as appearing in the introductory paragraph to this Agreement; or,
 - ii. Three days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this Agreement; or,
 - iii. When sent by fax or email to the last fax or email address known to the party giving notice.
 - iv. Any party may change its address appearing in the introductory paragraph of this Agreement by giving notice of such change in accordance with this paragraph.

- 19. Software Availability and Service Interruption: Excepting those periods of Software and System Maintenance referenced above, should the Software be unavailable to Licensee

and its Sub-Licensees for any reason directly attributable to Licensor for more than eight (8) hours per month, Licensor shall refund 4.25% of each of Licensee's and Sub Licensee's active annual User Fee within 30 days of the official determination of cause of the Service Interruption. Service interruptions for reason of natural disasters, acts of God and other naturally occurring phenomenon, vandalism, war, civil unrest, acts of terrorism, and/or other acts not within the control of either party totaling 30 or more days during the Term of the license Agreement (and/or any renewal term) will result in a prorated refund by the Licensor of Licensee's and Sub- Licensee's active annual User Fee equal to the time of the service interruption. For the purposes of this provision, "day" shall mean a 24 hour period.

SUB LICENSE AGREEMENT

The following terms and conditions apply to Licensee's License to Distribute Sub-Licenses. Licensee recognizes that its violation of the following constraints would be harmful to Licensor and will result in the immediate termination of this Agreement:

1. Approved Sub-Licensees shall be those current and future affiliates of Monterey County. Sub-Licensee and must execute a standard Sub-License Agreement, provided as Attachment D, prior to gaining authorized access to the Software.
2. Written Request: Licensee shall provide Licensor with a written request for Sub-License activation no less than 10 days prior to any additional Sub-License distribution. Licensor shall not unreasonably delay or withhold approval and activation of the Sub-License.
3. Licensee agrees that it shall apply no direct surcharges or supplemental fees to any of Licensor's Software License or related services that may be offered from time to time to Sub-Licensees for the term of this Agreement.
4. Unless otherwise stated, Licensee shall be solely and directly responsible to Licensor for all service related fees, including, but not limited to, fees owed for End-User Account activation and renewal, training, feature development and modification, report customization, and data migration, where applicable.
5. Geography and Term: Licensee is permitted to Distribute ETO Software Sub-Licenses to its Approved Sub-Licensees to organizations directly involved with Monterey County DSS; Additional Sub-Licenses may be granted to organizations doing "Differential Response" work outside of Monterey County within a 25 mile radius of Monterey County.
6. Number of Sub-Licenses: Licensee may distribute up to 20 sublicenses during the first year and an additional 10 each year thereafter to a maximum of 50..
7. Number of End-User Licenses (Accounts): Licensee may request and shall be granted an unlimited number of End-User Licenses (Accounts) in each Approved Sub-License, subject to Licensor's receipt of payment for each End-User License (Account).
8. Sub-License Transfer: Should either Licensee or Sub-Licensee discontinue their relationship as a partner with Monterey County DSES for reasons other than those outlined in Section 2(a), Section 16 or Section 19(a, b, or c) of the Agreement, Sub-Licensee shall be granted the right to transfer its Sub-license and Content in the Software to separate web-domain, managed and supported directly by Licensor for a one-time fee of \$1,000.00, payable prior to the commencement of this service. Terms and conditions for related fees and services for a transferring Sub-Licensee shall be commensurate with then current fees and services established in this and subsequent related Agreements.
9. Software and System Maintenance: Licensor reserves the right to restrict Licensee and Sub-Licensee access to the Software on a scheduled or as needed basis for no more than eight (8) consecutive or incremental hours per month.
10. Sub-licenses; may further develop the software for their use and/or add user ID's. Any costs incurred are the responsibility of the Sub-licensee.

PAYMENT PROVISIONS

COUNTY shall pay CONTRACTOR such amounts as established in **Exhibit C**.

COUNTY is solely and exclusively responsible to pay any and all fees incurred within the terms of this Agreement, including those of its Sub-Licensees, where applicable, and agrees that this obligation is not contingent upon Enterprise Licensee's collection of any related fees from its Sub-Licensees. Fees shall be prorated to ensure sites are licensed through the term of this contract.

- Site License Rate = \$1,260 per year or prorated to \$105.00 per month

Unless otherwise stated in writing, End-User fees are due annually in advance of the anniversary date of each License and sublicense, including the first year. User ID's shall be billed by pooling the total number of unique ID's under the enterprise and only those that exceed the maximum allowable total by enterprise and not site shall be billed.

- User Ids rate = \$189 per id exceeding the enterprise maximum allowable.

COUNTY shall pay CONTRACTOR according to the terms set forth in Section 6, Payment Conditions, of this Agreement. CONTRACTOR shall submit a monthly invoice to the COUNTY no later than the tenth (10th) day following the end of the month during which costs were incurred. The invoice shall be submitted in the format presented in **Exhibit E** and shall contain the original signature of the person authorized to submit claims for payment. Any required documentation, as noted on the invoice form, shall be submitted with the invoice. Copies of all invoices shall be provided to the COUNTY.

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed **forty-six thousand five hundred seventy-eight dollars (\$46,578)**.

EXHIBIT B

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit E**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th**. **If the Final Invoice is not received by COUNTY by close of business on July 10th, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after

EXHIBIT B

CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

EXHIBIT B

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 - Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit

EXHIBIT B

their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

EXHIBIT B

- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (ADEA), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code Section 4450**;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6**.
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

EXHIBIT B

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Scott Johnson** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of

EXHIBIT B

COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSES Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSES Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSES Division Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Division Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social & Employment Services.

B. CONTRACTOR's appeal of the Division Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

EXHIBIT B

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

**Social Solutions
Budget
July 1, 2016 through June 30, 2017**

Exhibit C

Name Of Agency:

Social Solutions

CATEGORY	CONTRACT FUNDS 07/01/16-06/30/17
Software License	
DSS Annual Lic. Fees	\$1260 per year per site 10,080
DSS Additional Users	\$189 Per/over the enterprise limit 2,835
ETO Results	6,237
Probation Lic. Fees	\$1260 per year per site 8,820
Probation Additional Users	\$189 Per/over the enterprise limit 756
Services	
Probation Adhoc Consulting/Custom Support	80 hours (\$178.50 per hour) 14,280
DSS Adhoc Consulting	20 Hours(\$178.50 per hour) 3,570
Total	\$46,578

EXHIBIT D ETO Software™ Sub-License Agreement

This License Agreement (“Agreement”) is made between **Social Solutions Global, Inc.** (“Licensor”) with the principal place of business at **425 Williams Ct, Suite 100, Baltimore, MD 21220** and the _____ (“Sub-Licensee”) (TAX ID# _____) with the principal place of business at _____, an approved affiliate of _____ (“Licensee”).

The following Terms and Conditions are expressly a part of the ETO Software™ License Agreement. By signing the forgoing Agreement the Licensee and Sub-Licensee acknowledges agreement to the following terms and conditions. Terms valid for 45 days from date of issue

_____ / _____ / _____.

1. Definitions

- a) “Software” means ETO Software™ as described in Exhibit A attached to this Agreement, including all current, previous, and subsequent versions of all related products and all Upgrades and updates related thereto (including Custom Modifications, if any), together with any documentation supplied to Sub-Licensee.
- b) “Deploy” means to establish web-based access to the Software.
- c) “User” or “End-User” is one who gains authorized access to the Software.
- d) “Upgrade,” means a modification to the Software that is completed according to Licensor’s exclusively determined timeline and specifications.

2. Grant of Rights

In accordance with the terms and conditions herein, Licensor grants to Licensee’s Sub-Licensee, and Sub-Licensee accepts from Licensor, a worldwide, non-exclusive and non-transferable license to use Licensor’s Software. Licensor further agrees to Deploy the Software to Sub-Licensee for the term of this Agreement.

- (a) Software users shall be authorized upon Sub-Licensee’s execution and payment in accordance with the terms outlined in Attachment A of this Agreement and all subsequent exhibits.
- (b) Use of the Software may be subsequently available to Users identified by Sub-Licensee, if
 - (i) the total number of named Users of the Software does not exceed the number of Users specified in Attachment A; or,
 - (ii) where the named User would be in addition to the number specified in Attachment A, Sub-Licensee has provided written notice of its request for additional user access and Sub-Licensee remits the appropriate fee specified in Attachment A.
- (c) The Software shall be used only for the processing of up to ten (10) distinct programs of Sub-Licensee’s own business, which shall include servicing, and maintaining records on behalf of its customers and clients.
- (d) Sub-Licensee shall use commercially reasonable efforts to prevent:
 - (i) any unauthorized use;
 - (ii) any unauthorized third party to use or reproduce the Software without the prior written consent of Licensor.

3. License Term

This Agreement is effective when executed by both parties. The rights and obligations of each party remain in force for one (1) year or until terminated according to the terms and conditions stated in Section 13: "Termination." Notwithstanding the foregoing, this Agreement will renew for successive one (1) year periods unless terminated, by either party, in accordance with the terms and conditions stated in Section 13: Termination.

4. Custom Modifications

Sub-Licensee may, at any time during the term of this Agreement, request to have Licensor modify or enhance the Software to meet its exclusively determined needs ("Custom Modifications"). Licensor may undertake such Custom Modifications of the Software requested by Sub-Licensee and will invoice Sub-Licensee based on Licensor's current rate for Custom Modifications. For each Custom Modification requested, Sub-Licensee shall provide written specifications to Licensor that shall be mutually agreed upon prior to Licensor's commencement of such Custom Modification services.

- a) Based on these specifications, Licensor may offer Sub-Licensee an estimate of the fees required to complete the Custom Modifications. Upon approval, the parties shall determine a mutually acceptable timeline for delivery, deployment and payment of fees required to complete the Custom Modifications.
- b) Once deployed, these Custom Modifications become functional components of the Software and are subject to the same Warranty claims under Section 11 below.
- c) Once deployed, Sub-Licensee shall be required to pay an annual maintenance fee of not less than 20% of the fees paid under Section 4a. This maintenance fee will ensure that the Custom Modifications will continue to operate with subsequent versions of the Software.
- d) Title and ownership of all Custom Modifications shall remain with Licensor.

5. Software Implementation and Use

- a) **Additional End-User Licenses:** Subsequent to Deployment, Sub-Licensee may, upon written request and receipt of approval from Licensor be granted additional users. Licensor approval may not be unreasonably withheld but may be conditioned on payment of any applicable user fees due to Licensor under the terms of this Agreement and all subsequent Exhibits. If Sub-Licensee wishes to replace or add an End User, Sub-Licensee shall properly identify user names and roles and within three (3) days of such identification by Sub-Licensee, Licensor shall establish End User accounts in the Software. End-Users will be able to change passwords after gaining authorized access to the Software.
- b) **Software Implementation**
 - i. Licensor and Sub-Licensee will develop training timelines upon execution of this Agreement and Licensor's receipt of full payment for the Software. Training schedules are determined on a "first-come, first-served" basis.

- ii. Software Implementation is billed on a time and materials basis. Implementation services include but are not limited to: all planning correspondence and communications, documentation, integration of Sub-Licensee data elements into the Software, software review and training activities.
- iii. Licensor may make training available at Sub-Licensee's principal place of business or at a location to be mutually agreed upon by Sub-Licensee and Licensor. Travel related costs for such training that requires Licensor's staff to travel outside of a 25-mile radius of Licensor's place of business shall be borne by Sub-Licensee. This cost will include transportation and a per diem as detailed in Attachment A, Section 4.

6. Standard Annual ETO Software™ Service Plan

- a) **Maintenance:** Licensor will use commercially reasonable efforts to provide such error-correction services as may be required to ensure that the Software remains in substantial conformance with current functionality.
- b) **User-Support:** Licensor will provide such user support as may be required to promote the reasonable understanding and consistent use of the Software as currently configured. Standard user support is available via phone and email between the hours of 8am and 8pm, Eastern Standard Time, Monday through Thursday and Friday, 8am to 6pm Eastern Standard Time exclusive of holidays as may be established and amended by Licensor from time to time.
- c) **Upgrades:** Licensor reserves the right to make such upgrades to the Software as may be necessary from time to time. Where applicable, Licensor shall use commercially reasonable efforts to notify Sub-Licensee and its End-Users of such upgrades within ten (10) business days of release and cause minimal user-level interruption. Once deployed, these Upgrades become functional components of the Software and are subject to the same Warranty claims under Section 11 (a) and (b) below.
- d) **Service Levels:** Licensor will use commercially reasonable efforts to cure reported and verifiable errors in the Software and reported and verifiable errors effecting Licensor's Deployment of the Software in accordance with the terms and conditions outlined in Attachment B, ETO Software Service Level Agreement.

7. Software Ownership

- a) Licensor represents that it is the owner of the Software and all portions thereof and that it has the right to grant Sub-Licensee a license for its use.
- b) Licensor represents that it maintains an active Technology Escrow Agreement with a qualified third party according to which, certain events, including the liquidation of Licensor, shall trigger a transfer of ownership of the Software and all related portions thereof to Licensee's perpetual, non-exclusive use.

8. Title in Content

- a) Licensor acknowledges and agrees that Licensee and Sub-Licensee has sole and exclusive ownership of and title in any and all data collected, stored, and retrieved (collectively, "Content") by its End-Users in the Software.

- b) Licensor grants that it neither has nor retains any rights in the Content but that it may, from time to time, aggregate or analyze certain data including but not limited to zip code, state, and other outcome related data ("Non-Personally Identifiable Data") from the Content. Any data resulting from this aggregation or analysis shall not be attributable to Sub-Licensee or Sub-Licensee's participants ("Unattributable Data).
- c) Any statistical or formulaic combination or aggregation of Sub-Licensee's Unattributable Data or Non-Personally Identifiable Data is the sole property of Licensor. All methods, formulas, processes or computer programming related to the statistical or formulaic combination or aggregation and analysis is the sole property of Licensor.
- d) Licensor agrees to secure and protect any and all Sub-Licensee's data in a manner consistent with the maintenance of Sub-Licensee's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder.

9. Title to Software Systems

- a) The Software and all programs developed hereunder, including without limitation the Software, the results of all development efforts independently initiated by Licensor, and the results of all development efforts made on the behalf of Sub-Licensee, but specifically excluding the Content as defined in Section 8 of this agreement, and all copies thereof are proprietary to Licensor and title thereto remains in Licensor.
- b) During the term of this agreement Licensor may provide the Sub-Licensee with outcome measures and assessment measures. Licensor grants to Sub-Licensee the right to use these outcomes measures and assessment measures in ETO Software for the term of this agreement. Licensor retains sole and exclusive ownership of all outcome measures and assessment measures whether created for, or provided to Sub-Licensee.
- c) All applicable rights to patents, copyrights, trademarks and trade secrets in the Software including services and processes or any modifications made at Sub-Licensee's request are and shall remain in Licensor.

10. Confidentiality

- a) Except to the extent expressly permitted in writing, Sub-Licensee shall not reproduce, duplicate, copy, sell, or otherwise disseminate the Software, including related materials, in any medium.
- b) Sub-Licensee acknowledges that the Software is an extremely valuable trade secret of Licensor, the Software is currently patent-pending with the US Patent and Trademark Office; therefore, any disclosure to third parties who are not subject to confidentiality and restrictions similar to those contained in this Agreement is strictly prohibited.
- c) Sub-Licensee shall not release the results of any benchmark of the Software without Licensor's prior written approval.
- d) Sub-Licensee shall not release any terms of this Agreement without Licensor's prior written consent.
- e) Sub-Licensee agrees to use commercially reasonable efforts to secure and protect each module, software product, documentation and copies thereof in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its

employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder.

- f) Licensor agrees to secure and protect any and all of Sub-Licensee's Content in a manner consistent with the maintenance of Sub-Licensee's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder.
- g) Notwithstanding the foregoing, each Party acknowledges that any information which is known prior to disclosure or becomes known from a source other than one having a confidentiality obligation or becomes publicly known or ceases to be secret or confidential will not be deemed confidential and subject to provisions of this Section 10.

11. Warranty

- a) Licensor warrants that Software will conform to Licensor's current published specifications and will perform all material functions in accordance with Licensor's published documentation.
- b) Licensor warrants that any training, user support or related services performed by Licensor shall be performed in a manner consistent with generally accepted industry standards.
- c) Licensor represents and warrants that the encryption and firewall software used to host the servers utilizes industry standard accepted security protocols. Licensor agrees to use commercially reasonable efforts to prevent unauthorized access to the Content and shall notify Sub-Licensee of any breach thereof.
- d) Licensor represents and warrants that the Software does not contain any time bomb, worm, virus, lock drop dead device or other similar component of software or electronically stored information that is intended in any manner to damage, destroy or adversely affect the operation of the Software, hardware or a service in connection with which the Software is used or reveal, damage or alter any Content or other information.
- e) Licensor represents and warrants that the Software will not infringe or violate the intellectual property or proprietary rights of any third party and there are no liens or other encumbrances on the Software or any technology used by Licensor to deliver the Software to Sub-Licensee.
- f) Sub-Licensee must notify Licensor in writing of its claim of breach of any representation or warranty. If the breach is related to the Software or any services provided by Licensor hereunder, Licensor shall use its commercially reasonable efforts to remedy such breach in a manner consistent with Licensor's regular business practices, provided that if Licensor is unable to correct or provide a work around for such breach, Sub-Licensee shall be entitled to terminate the license and recover fees paid to Licensor for the license or services, as applicable.
- g) **THE ABOVE ARE THE ONLY WARRANTIES MADE BY LICENSOR. LICENSOR MAKES AND SUB-LICENSEE RECEIVES NO OTHER WARRANTY EXPRESS OR IMPLIED AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR**

IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE SYSTEMS.

- h) If Sub-Licensee makes any unauthorized modifications to the Software, this warranty shall immediately be terminated. Correction for defects traceable to Sub-Licensee's errors or system modifications shall be billed at Licensor's standard time and material charges.
- i) Sub-Licensee agrees that Licensor's liability arising out of contract negligence, or strict liability in tort or warranty shall not exceed any amounts paid by Sub-Licensee for the Software identified above.

12. Indemnity

Licensor, at its own expense, will defend any action brought against Sub-Licensee to the extent that it is based on a claim that the Software used within the scope of this Agreement infringes any patents, copyrights, license or other property right, provided that Licensor is immediately notified in writing of such claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Sub-Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval.

If, as a result of any claim of infringement against any patent, copyright, license or other property right, Licensor is enjoined from using the Software, or if Licensor believes that the Software is likely to become the subject of a claim of infringement, Licensor at its option and expense may procure the right for Sub-Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable, Licensor may discontinue the license granted herein on one month's written notice and refund to Sub-Licensee the unamortized portion of the fees. The foregoing states the entire liability of Licensor with respect to infringement of any copyrights or patents by the Software or any parts thereof.

13. Termination

In the event that either party, its officers, or employees violate any provision of this Agreement including, but not limited to, confidentiality or payment of any fees due under this Agreement and all subsequent Exhibits; Either party shall have the right to terminate this Agreement and any and all license(s) granted herein upon thirty days' written notice. In the event either party terminates this Agreement:

- a) Licensor shall have the right to terminate the license(s) and immediately terminate Sub-Licensee's right to use the Software. Termination under this paragraph shall not relieve Sub-Licensee of its obligations regarding confidentiality and any payments due Licensor for use of the Software.
- b) Licensor shall also provide Sub-Licensee with a password-protected, digital copy of all Content collected by Sub-Licensee in the Software on a CD in MS Access format within 30 days of the date of termination and Licensor shall be obligated to refund the pro-rata portion of any fees paid hereunder.

14. General

- c) Complete Agreement: Each party acknowledges that it has read this Agreement including all Exhibits thereto, it understands them, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.
- d) Performance Delays: Dates or times by which Licensor is required to make performance under this License shall be postponed automatically to the extent that Licensor is prevented from meeting them by causes beyond its reasonable control.
- e) Applicable Law: This Agreement and performance hereunder shall be governed by the laws of the State of Maryland.
- f) Enforceability: Where any provision of this Agreement is invalid or unenforceable due to any statute or rule under Applicable Law, it is to that extent to be deemed omitted.
- g) Assignment: Neither Sub-Licensee nor Licensor may assign or sub-license, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.
- h) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.
- i) Arbitration: Should a dispute under this Agreement arise, the parties agree to submit it to binding arbitration.
- j) Notice: All notices and other communications given in connection with this License shall be in writing and shall be deemed given as follows:
 - i. When delivered personally to the recipient's address as appearing in the introductory paragraph to this Agreement and signed for on a receipt or,
 - ii. Three days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this Agreement given that a return receipt is signed by recipient; or,
 - iii. When sent by fax or email to the last fax or email address known to the party giving notice when acknowledged in writing by recipient.

[The remainder of this page is left intentionally blank.]

15. Signatures

I, the undersigned, represent and warrant that I have reviewed and understand this Agreement as presented herein and am duly authorized on this date to bind the principals of my company to the terms and conditions stated herein.

Licensor: Social Solutions Global, Inc	Licensee:
Signature <i>P. Bendix</i>	Signature
Printed Name <i>PATRICIA BENEDIX</i>	Printed Name
Title <i>COO</i>	Title
Date <i>7/28/16</i>	Date
Sub-Licensee:	
Signature	
Printed Name	
Title	
Date	

EXHIBIT F

**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

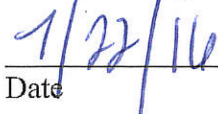
Social Solutions

HEREBY acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.



Authorized Signature



Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

Attachment: Calif. Penal Code Sections 11165.7 and 11166

EXHIBIT G

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY ; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement, (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement; (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

EXHIBIT G

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this

EXHIBIT G

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Social Solutions

By: P. Benet

Title: CEO

Date: 1/22/16

EXHIBIT H

CERTIFICATION REGARDING LOBBYING

Social Solutions

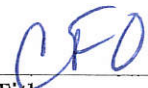
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

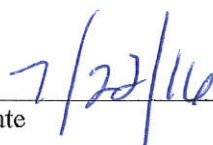


Signature



Title

Agency/Organization



Date