

**VOICE PRODUCTS SERVICE, LLC**

*Voice Technologies for Your Business*



**SERVICE CONTRACT**

BETWEEN

**Sedgwick County 911**

and

**VOICE PRODUCTS SERVICE, LLC**

Regarding the Equipment installed at:

**714 N Main, 2<sup>nd</sup> Floor  
Wichita, KS 67203**

**VOICE PRODUCTS SERVICE, LLC  
8555 East 32<sup>nd</sup> Street North  
Wichita, KS 67226  
(316) 616-1111  
FAX (316) 263-1823**

# VOICE PRODUCTS SERVICE, LLC

*Voice Technologies for Your Business*



## **SERVICE CONTRACT**

This contract is between VOICE PRODUCTS SERVICE, LLC, 8555 East 32<sup>nd</sup> Street North, Wichita, KS 67226, which shall include the authorized representatives of VOICE PRODUCTS SERVICE, LLC and Sedgwick County 911, hereinafter referred to as the Customer. The terms "we", "us" and "our" in this contract refer to Voice Products Service, LLC, Voice Products, Inc. and the employees and representatives of those companies. This Contract covers the Equipment described in invoice number AR80051 and is attached to and is a part of this contract.

Voice Products Service, LLC is the obligor on this contract but will not perform any repair services. Instead Voice Products Service, LLC will pay for the repair services provided by Voice Products Inc. based upon the coverage terms in the contract.

WHEREBY IT IS AGREED AS FOLLOWS:

### **Conditions of Equipment at Commencement of Contract:**

Voice Products, Inc. represents and warrants that the Equipment operates within the manufacturer's specification and has been comprehensively inspected by a qualified engineer, trained and skilled in the performance of the specific services invoiced, and delegated by the manufacturer. Furthermore, any coverage or rights of the Customer under any other warranties shall remain in effect, and shall not be mitigated by virtue of this Contract.

## **GENERAL INFORMATION**

**Normal Service Hours:** Normal on-site service hours are 8:00 AM to 5:00 PM, local time of the Install Location, Monday through Friday, excluding the holidays listed below. Extended Service Hours are hours outside of the Normal Service Hours. Normal service hours are 8:00 AM to 5:00 PM central time.

### **Company Holidays:**

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

In the event that a holiday falls on a weekend, we reserve the right to designate a weekday as a holiday for employees.

**How to Report a Problem:** Customer will report technical problems with Equipment or software to the Voice Products Inc. Help Desk. **Trouble tickets may be opened via telephone contact by dialing**

# VOICE PRODUCTS SERVICE, LLC

*Voice Technologies for Your Business*



(800) 466-1152 or (316) 616-1111. If calling outside of normal service hours an on-call Product Support Engineer will be paged. If your preference is for Voice Products Inc. to wait until the next business day to address the issue, please indicate so when you call. Customer may also report problems by email to [support@voiceproducts.com](mailto:support@voiceproducts.com).

**We kindly ask that you do not attempt to contact a Product Support Engineer directly.**

Customer's Designated Contact should be prepared with the following information when reporting a problem:

1. Serial number of Equipment with problem being reported (if applicable)
2. Steps Customer has taken to troubleshoot and attempt to resolve before contacting Voice Products Inc.
3. Specific error message being received. (if applicable)
4. Specific agents not being recorded, with agent IDS, extensions, channels (if applicable)
5. Instructions on what to do if reboot is required (e.g., authorized to reboot or Product Support Engineer must get authorization before rebooting)
6. If calling about an existing ticket, provide the ticket number.

The Product Support Engineer will triage the initial symptoms reported. If necessary, the engineer will remote into the Customer's system to conduct remote diagnostics as well as continue to try and resolve the problem over the telephone. If an issue appears to be product software related, a ticket with the manufacturer may be opened.

The Technical Services Manager will determine if an on-site visit is required by a Product Support Engineer to resolve the problem. The Customer will designate at that time the Customer Contact from whom the Product Support Engineer will take direction and who will be the primary communication link while on-site.

When on-site, the Product Support Engineer will communicate directly with the Customer Contact regarding arrival to and departure from premises, work requirements in sensitive locations, and needed Customer assistance.

Before departure the Product Support Engineer will request signature on a service statement, which reports to the Customer Contact the work that has been done and describes any outstanding issues.

## Severity Levels and Escalation Path:

**Severity Level 1 – "CRITICAL FAILURE"** – Any failure of covered items which results in loss of substantial number of recording channels, affected users, or data (audio, screens or both), or if allowed to persist will result in such loss. The loss has been shown to be caused by a defect in

# VOICE PRODUCTS SERVICE, LLC

*Voice Technologies for Your Business*



covered items. (e.g. Hard drive down, unable to record on one or more systems), and NOT defects in 3<sup>rd</sup> party products or within the Customer environment.

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Sixty (60) minutes after receipt of call from Customer's authorized representative.
On-Site Response Time	Six (6) hours or less or Product Support Engineer on first available flight to site, once the need for on-site support has been determined.
Level of Service	Reasonable effort until the problem is resolved or a work around is provided. The resolution process is ongoing until the problem is solved. Critical failures are typically resolved within 24 hours.

**Severity Level 2 – "LIMITED FUNCTIONALITY"** – The majority of the users at a Customer's site are affected, but the problem does not affect the system functionality. The problem has a high visibility and although there may be a work around, performance may be degraded or functions limited. Problem may be due to a non-critical part failure or software malfunction. Level 2 problems frequently require manufacturer involvement, and occasionally require manufacturer R&D –level involvement, which may take longer to resolve. (e.g., evaluation form is unavailable, reporting is unavailable).

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Two (2) hours after receipt of call from Customer's authorized representative.
On-Site Response Time	These problems are typically corrected via remote access to the system. If not able to resolve remotely within 72 hours, and if final diagnosis of problem reveals a need for on-site personnel, an on-site visit will be scheduled.
Level of Service	Reasonable effort until the problem is resolved or a work around is provided. The resolution process is ongoing until the problem is solved.

**Severity Level 3 – "WORK IMPEDING OR INCONVENIENT"** – A single user or small percentage of users are affected, or the problem has limited visibility.

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Within 24 hours after receipt of call from Customer's authorized representative.
On-Site Response Time	Typically resolved via remote system access
Level of Service	The resolution process is ongoing until the problem is solved.

# VOICE PRODUCTS SERVICE, LLC

*Voice Technologies for Your Business*



**Severity Level 4 – “WORK UNIMPEDED”** – Request for technical correction when not service impacting. Users are not immediately affected.

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Within 48 hours after receipt of call from Customer's authorized representative.
On-Site Response Time	Typically resolved via remote system access
Level of Service	The resolution process is ongoing until the problem is solved.

**Escalation Contact Table**

NAME	TITLE	EMAIL ADDRESS	PHONE NUMBER
Donna Dill	IT Manager / Service Manager Dictation Systems	<a href="mailto:ddill@voiceproducts.com">ddill@voiceproducts.com</a>	(316) 616-1111 x 214
Gary Beaty	Regional Voice and Video Logging Manager	<a href="mailto:gbeaty@voiceproducts.com">gbeaty@voiceproducts.com</a>	(316) 616-1111 x 330
Stuart Peters	Vice-President and CFO	<a href="mailto:speters@voiceproducts.com">speters@voiceproducts.com</a>	(316) 616-1111 x 211
Dean Tullis	President and CEO	<a href="mailto:dtullis@voiceproducts.com">dtullis@voiceproducts.com</a>	(316) 616-1111 x 212

# VOICE PRODUCTS SERVICE, LLC

*Voice Technologies for Your Business*



## What Level of Support does my Service Contract Provide?

Annual support coverage will be in accordance with the Service Contract purchased.

### Platinum

- Remote Diagnostics (24 hours/7 days a week including holidays)
- On-site Hardware Support – Parts and Labor (24/7 excluding holidays)
- On-site Software Support – Labor (24/7 excluding holidays)
- Travel Expenses included for support visits.

### Gold

- Remote Diagnostics (Monday-Friday 8-5 local, excluding holidays)
- On-site Hardware Support – Parts and Labor (Monday-Friday 8-5 local time, excluding holidays)
- On-site Software Support – Labor (Monday-Friday 8-5 local time, excluding holidays)
- Travel Expenses included for support visits. (Monday-Friday 8-5 local time, excluding holidays)
- After hours Remote Diagnostics, Hardware Support and Software Support at hourly rates.

### Silver [Not available for Dictation Systems]

- Remote Diagnostics (Monday-Friday 8-5 local, excluding holidays)

#### NOT INCLUDED – billed at hourly rates:

- On-site Hardware Support; Customer pays for parts.
- On-site Software Support.
- Customer pays travel expenses.
- 

## 1. Repair and Replacements

In the event of any equipment failure during the term of this contract, Voice Products Service, LLC will pay to repair or replace all defective components. Such repair or replacement shall be at no additional charge to the Customer except if caused by accident or negligence or improper use on the part of any person other than the staff of Voice Products Service, LLC or Voice Products Inc., or if caused by unsuitable electricity supply. All defective component parts so replaced shall become the property of Voice Products Service, LLC. All repair parts shall be new or warranted as new.

## 2. Limits of Liability

Except as herein expressly stated, we shall not be liable for consequential loss, damage, or injury arising from any stoppage, breakdown, or failure of the Equipment, save where caused by the negligence of or breach of this Contract by us or our failure to exercise reasonable skill

# VOICE PRODUCTS SERVICE, LLC

*Voice Technologies for Your Business*



and care in carrying out any work pertinent to this Contract, but we shall use our best endeavors to remedy any stoppage as promptly as we are able and likewise shall use our best endeavors to keep the Equipment in good working order. If, however, personal injury or damage to property is caused by our negligence then we shall accept liability. For any single claim, the limit of liability under this contract is the lesser of the cost of (1) authorized repairs or (2) replacement with a new or refurbished product of like kind and quality that is of comparable performance. The total liability under this contract is the current market value of the equipment, as determined by us, not to exceed the original purchase price of your equipment, including taxes. Technological advances may result in a replacement product with a lower selling price than the original product.

**3. Property of VOICE PRODUCTS, INC.**

Service materials, tools, documentation, diagnostics, test equipment and software, etc. provided by us shall remain the exclusive property of Voice Products, Inc.

**4. User's Responsibilities**

- A. Keep and operate the Equipment in a proper and prudent manner and at the same location within the United States, readily accessible to our personnel.
- B. Promptly notify us at the above address of any change in location of the Equipment.
- C. Make all payments due hereunder to Voice Products Service, LLC at the address above stated within 30 days of the date on which such payments are expressed to be payable hereunder.
- D. Promptly notify us of faults, service issues or defects in the Equipment.
- E. Provide an adequate and suitable electricity supply in accordance with advice given by Voice Products, Inc. to the Customer in the sales proposal.
- F. Do such maintenance as is required for normal day-to-day operation. Maintenance is specified in the manual provided with the Equipment.
- G. Use only those materials and supplies (including lubricants) approved by VOICE PRODUCTS, Inc. or approved by the manufacturer.
- H. Provide our service personnel full and reasonable access to the equipment Location(s) for the purpose of performing service.
- I. Provide a safe working environment for our service personnel.
- J. Provide us with reasonable access to and use of any machines, attachments and/or communications facilities (at no charge) which are necessary to facilitate service.
- K. Maintain and control proper site environmental conditions and perform any routine maintenance procedures (such as cleaning of Audio Drives and air filters) as prescribed in manufacturer's operations manual pertaining to the Equipment. With the exception of the routine procedures referenced in this section, Customer shall not perform, or cause to be performed any alterations to the System without our prior approval.

# VOICE PRODUCTS SERVICE, LLC

*Voice Technologies for Your Business*



- L. Provide remote access for our remote troubleshooting and help desk support.
- M. Perform system administration (e.g., performing moves, adds and changes, defining user status and system permissions, changing and labeling audio tapes); completed system administration training for on-site administrators is mandatory.
- N. Contact us prior to installation of other third party software (such as anti-virus software) to confirm compatibility with the Customer's system.
- O. Contact us before making changes or modifications to System logins and passwords.
- P. Contact us before making changes to systems that integrate with your System (e.g., switch upgrades, CTI servers, network or firewall changes) to determine if there are implications to your system.
- Q. Ensure Customer's designated contact(s) is (are) fully trained on proper administration, use and functionality of the system.
- R. Use best efforts to conduct problem triage before reporting problems.
- S. Provide regular and frequent communication to VOICE PRODUCTS to assure proper understanding of Customer issues and provide feedback to VOICE PRODUCTS with confirmation that an issue has been resolved.

## 5. Our Responsibilities

Voice Products Service, LLC in cooperation with Voice Products Inc. will provide the following:

- A. Maintain a technical support center with a twenty-four hour help desk, seven (7) days a week, 365 days a year that allows Customer to report that the system has malfunctioned or is inoperative.
- B. Once the Customer has placed a service request, and prior to any on-site work, we will work with the Customer to remotely troubleshoot and resolve the issue with the Customer. For technical issues that cannot, in our judgment, be resolved remotely, we will dispatch an authorized representative to provide on-site technical support.
- C. Using all responsible diligence to correct verifiable and reproducible errors to the software when reported to us in accordance with our standard reporting procedures. Upon verifying that an error is present, we shall work along with the manufacturer in such a manner which is necessary toward correction of the error.
- D. Furnishing parts and software changes including manufacturer software patches or service packs are necessary to maintain the Equipment in good working condition; also including replacement of hardware components upon determination by us that hardware failure has occurred. Customer shall return the failed hardware component to Voice Products Inc. within fifteen (15) days of receipt of the replacement component or return the defective unit to a Voice Products Inc. Engineer who may be on-site.



## **VOICE PRODUCTS SERVICE, LLC**

*Voice Technologies for Your Business*



- E. Dispatching service personnel on-site to the Equipment Location(s) when necessary as determined by us. If Customer requests the performance of services that are outside of or in addition to the scope of services covered under the Service Contract purchased, such services may be furnished by Voice Products Inc. on a time and materials basis at Voice Products Inc.'s prevailing hourly rates, subject to availability of Voice Products Inc.'s service personnel.
- F. Limited Warranty. VOICE PRODUCTS shall perform its support services in a professional manner in accordance with accepted industry practice. Our obligations to furnish repairs, parts and materials or correct any errors shall be limited to the terms of this Service Contract and the manufacturer's limited warranty provided at the time of install. Our obligation to provide support services for the software shall be in accordance with the terms set forth in this SERVICE CONTRACT, such that the software will perform in substantial conformance with the manufacturer's published specifications as amended from time to time. The limited warranty set forth by the manufacturer at the time of purchase shall not be superseded by this SERVICE CONTRACT.
- G. In the event Customer requests service for a technical issue that proves not to be caused by a problem or defect in software or hardware covered on the contract, the Customer shall pay to Voice Products Inc. the appropriate charges for labor and travel.

# VOICE PRODUCTS SERVICE, LLC

*Voice Technologies for Your Business*



## 6. Duration

This contract may be terminated at any time upon 90 days of prior written notice by either party to the other. The contract effective dates are documented in Appendix 1. Customer will have the option to renew this agreement from year to year as long as system components are serviceable.

## 7. Rates and Charges

- A. The yearly charge described in Appendix 1, appended hereto, will become payable to VOICE PRODUCTS SERVICE, LLC at its address stated above on the first day of each contract year (as defined in Clause 7 above).
- B. In consideration of the Service to be provided herein, Customer will pay VOICE PRODUCTS SERVICE, LLC or the contracting business partner its Service Contract fees based on the Service Contract purchased. VOICE PRODUCTS SERVICE, LLC reserves the right to change the fees and service contract upon the expiration of the then-current Service support term, provided that, no such change will be effective until thirty (30) days after VOICE PRODUCTS SERVICE, LLC has given Customer notice of such change.
- C. Additional Equipment: Additional Equipment and software acquired by Customer from VOICE PRODUCTS during the term of this policy will be automatically added to list of covered hardware and software following the installation of Equipment and/or software. Allowing for a 90-day warranty period on new Equipment and software, VOICE PRODUCTS SERVICE, LLC will issue an invoice on a coterminous basis for the prorated support fee.
- D. Manufacturer Hardware/Software Obsolescence: In the event there is a failure of any of the installed hardware or software components that are no longer manufactured by or supported by the manufacturer, VOICE PRODUCTS SERVICE, LLC will compute the remaining amount of the Support purchased which covers the Equipment, software or part in question and to apply said amount as a discount toward the purchase of a new service contract.

## 8. Variation of Charges

- A. If the Equipment is added to or altered, then VOICE PRODUCTS may make appropriate variations in the charges payable under Clause 7 above. Any such variations shall be subject to Customer's approval, which shall not be unreasonably withheld.

## 9. Alterations

The Customer shall not, in any circumstances, alter or add to the Equipment without our consent (which shall not be unreasonably withheld).

# VOICE PRODUCTS SERVICE, LLC

*Voice Technologies for Your Business*



## 10. Defaults

If the Customer shall fail to make payment, as defined in Clause 4c, or if either party shall be in continual or material breach of its obligations hereunder, the other party may forthwith, by written notice, terminate this Contract without prejudice to pre-existing rights.

## 11. Force Majeure

Neither party hereto shall be under any liability for failure or delay in performing their respective obligations hereunder which are attributable to causes beyond the relevant party's reasonable control, each party acting reasonably and using its best efforts, based on good faith, to perform such obligations.

## 12. Confidentiality

VOICE PRODUCTS shall not disclose any information about the Customer, its business, or its customers to any third party without the prior consent of the Customer. For the purpose of this clause, customer shall include any partner of or body associated with the Customer, and/or any affiliate or subsidiary of the user. The foregoing obligation of confidentiality shall survive any termination of this Contract.

## 13. Excluded From Coverage

Service to be provided under this Service Contract does not include services for repair of damage, replacement of parts, correction of errors or defects, or increase of service time attributable to the following reasons:

- A. Any problems resulting from the misuse, improper use, abuse, alteration, or damage of the System.
- B. Any problems caused by modifications in any versions of the software not made or authorized in writing (in advance) by VOICE PRODUCTS, INC. or the manufacturer.
- C. Any problems resulting from the combination of the System with such other programming, Equipment or materials not supplied by VOICE PRODUCTS INC. or to the extent such combination has not been approved in writing by VOICE PRODUCTS INC. or the manufacturer.
- D. Any problems resulting from the Customer or operation of the system for purposes for which it was not designed.

## **VOICE PRODUCTS SERVICE, LLC**

*Voice Technologies for Your Business*



- E. Problems resulting from unusual physical or electrical stress (such as power, UPS or air conditioning failure), accident, neglect or acts of nature. Electrical work external to and not connected with any covered Products.
- F. Moves, adds and changes requested by Customer; These functions should be performed by the Customer's System Administrator.
- G. Software version upgrades which provide substantially modified functionality to the original installed system such that it is considered by the manufacturer to be a new product or new version release; such product or new version release upgrades may be subject to an additional charge, based on the products purchased.
- H. Relocation of Equipment. Upon request of Customer, VOICE PRODUCTS, INC. will provide a price quotation for relocating the Equipment to a new site. In the event the Equipment is moved or relocated by other than VOICE PRODUCTS, INC. personnel, VOICE PRODUCTS, INC. shall have the right to evaluate the Equipment and its new site and environmental conditions as a condition for continuing maintenance on the Equipment, and to bill Customer at its then prevailing rates for such inspection and any labor, materials and adjustments which, in VOICE PRODUCTS, INC.'s opinion, are necessary to restore the Equipment to good operating condition.
- I. Requirements for VOICE PRODUCTS, INC. to go on-site to resolve an issue because remote access was not provided by Customer. If, in our judgment, the work could have been completed remotely, Customer will be charged time and material rates for this work.

# VOICE PRODUCTS SERVICE, LLC

*Voice Technologies for Your Business*



## APPENDIX 1

### SCHEDULE OF SERVICE TIMES AND CHARGES AUTHORIZED SIGNATURES

#### Level of Service Purchased:

Platinum \_\_\_\_\_ Gold X Silver \_\_\_\_\_  
(as defined in General Information)

General SERVICE CONTRACT Software and Hardware	
One Year (1) GMA	\$25,860.00

#### Duration:

Month	Day	Year	to	Month	Day	Year
August	07	2017		August	06	2018

# VOICE PRODUCTS SERVICE, LLC

*Voice Technologies for Your Business*



**Sedgwick County 911**

AR80051

Voice Products Inc.

Board of County Commissioners on behalf  
of the Sedgwick County 911

*Stuart Peters*

Signature

Signature

Stuart Peters

Print Name

Print Name

Vice-President / CFO

Title

Title

8/24/2017

Date

Date

Receipt of payment by VOICE PRODUCTS SERVICE, LLC from the Customer  
constitutes acceptance of terms of the service contract by the Customer.

*Approved As To Form*  
*Quella Deery*

VOICE PRODUCTS SERVICE, LLC  
8555 East 32<sup>nd</sup> Street North  
Wichita, KS 67226  
(316) 616-1111  
FAX (316)-263-1823

## SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in the Sedgwick County Mandatory Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof. In the event of conflict between the provisions of this Agreement and the Sedgwick County Mandatory Contractual Provisions Attachment, the terms of the Sedgwick County Mandatory Contractual Provisions Attachment will control."

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said contract being the 24 day of August, 2017.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.  
  
County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality:** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

12. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.
- Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.