

MASTER SERVICES AGREEMENT

1. DEFINITIONS

1.1 **Affiliate** means any company that (i) controls, (ii) is controlled by or (iii) is under common control with either Party or its parent corporation. A company shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company, whether through the ownership of voting securities, by contract, or otherwise.

1.2 **Agreement** or **MSA** means this Master Services Agreement, Ordering Document(s), Exhibits(s) (attached hereto and/or detailed and linked within the Ordering Document(s)), and such other documents, attachments and schedules that the parties' authorized representatives mutually agree to in writing.

1.3 **Client** means the entity set forth on the Ordering Document(s) and receiving Subscription Services under the Agreement.

1.4 **Client Data** means all required electronic data or information submitted by Client to Company for the provision of Subscription Services and/or Professional Services. This includes, but is not limited to, Client Content that is uploaded to the LMS by Client.

1.5 **Company** means the entity set forth on the Ordering Document(s) and providing Subscription Services under the Agreement.

1.6 **Company Content** means materials provided or posted by Company in connection with the Subscription Services, including but not limited to training courses, tests, assessments, surveys, text, images, graphics, audio and sound recordings, and videos and modifications, enhancements, or new versions thereof.

1.7 **Effective Date** means the date defined within the Ordering Document(s).

1.8 **Intellectual Property** means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not

perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, User interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, training methodology and materials, which Company has created, acquired or otherwise has rights in, and may, in connection with the performance of Subscription Services or Professional Services hereunder, create, employ, provide, modify, acquire or otherwise obtain rights in.

1.9 Ordering Document means the document(s), regardless of actual name, executed by the parties from time to time, which incorporates by reference the terms of this Agreement and describes order-specific information such as description of Subscription Services and/or Professional Services ordered, Subscription Metrics, fees, and other business terms. **Statement of Work (SOW)** shall be synonymous with Ordering Document.

1.10 Professional Services means consulting, implementation, training, creation of custom content, or other professional services to be performed by the Company described in the attached Ordering Document or Exhibits to this Agreement mutually agreed to by the parties in writing.

1.11 Exhibit means a product-specific set of terms and conditions that serves as an addendum to this Agreement and will either come attached hereto and/or be referenced within the Ordering Document(s) with a hyperlink provided.

1.12 Site means the web interface at a URL designated by Company.

1.13 Subscription Metrics means each of the per-unit metrics specified in the Ordering Documents to describe the scope of Client's right to use each of the Subscription Services, such as the maximum number of Users, restricted Users, Content type, and the like.

1.14 Subscription Services means services described in the Ordering Documents and Exhibits. Exhibit D explains some of the functionality, content, and benefits of the Relias LMS and the Behavioral Health Standard Package. It is included as a brief description of the Subscription Services, but is not to be interpreted as a modification or contradiction of

the terms of the Agreement.

1.15 Subscription Start Date shall be synonymous with the Effective Date.

1.16 User(s) means those persons who (a) have been authorized by Client to access and use the Subscription Services and Professional Services for data analytics, testing and skill assessments, and/or training and education purposes; (b) have complied with any registration requirements reasonably requested by Company, (c) have been issued a personal and unique User ID and Password; and (c) have acknowledged, where required, the terms and conditions applicable to the particular Subscription Services. Only current employees and independent contractors of Client are eligible to be Users.

2. USE RIGHTS

2.1 Grant of Use. Subject to the terms of the Agreement, Company grants to Client the right to access and use the Subscription Services described in the Ordering Document(s), solely for its internal business purposes and solely in connection with the personal training, analysis, or assessment of its Users or business.

2.2 Authorized Users. Client shall provide Company with the required demographic data for all Users in the specified electronic format provided by Company to complete the initial registration process. Client agrees not to activate and deactivate Users repeatedly as a method of keeping the number of Users within range of the Subscription Metrics stated in the Ordering Document(s).

2.3 Acceptable Use. Client and all Users shall use the Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees and shall ensure that Users agree not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains computer viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents or programs; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. Client further agrees and shall ensure that Users agree not to interfere or disrupt networks connected to the Subscription Services, not to interfere with another entity's use of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscription Services. Company may remove any violating content posted on the

Subscription Services or transmitted through the Subscription Services without notice. Company may suspend or terminate any User's access to the Subscription Services in the event that Company reasonably determines that such User has violated the terms and conditions of this Agreement.

2.4 Restrictions. Client shall not itself, or through any affiliate, employee, contractor, agent or other third party (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Subscription Services, the Site or access thereto; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Subscription Services, in whole or in part; (iii) allow access to, provide, divulge or make available the Site or the Subscription Services to anyone other than an authorized User; (iv) create derivative works based upon the Subscription Services; or modify, adapt, translate or otherwise make any changes to the Subscription Services or any part thereof; (v) use the Subscription Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Subscription Services; or (vii) remove from any Subscription Services or other materials owned by Company identification, patent, copyright, trademark or other notices. Proprietary notices, including without limitation patents, copyrights and trademarks notices, as well as disclaimer notices, must be reproduced on any such authorized copies.

2.5 Enforcement. Client shall (i) ensure that all Users of Subscription Services comply with the terms and conditions of this Agreement, (ii) promptly notify Company of any actual or suspected violation thereof and (iii) cooperate with Company with respect to investigation and enforcement of the Agreement. Client shall be solely responsible for all acts and omissions of its Users in connection with their access and use of the Subscription Services.

2.6 Environment. The Subscription Services will be hosted on a server that is maintained by Company or its designated third-party subcontractor. User access to the Subscription Services is provided through the Site. Client is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the Site, including but not limited to Internet access and telecommunications network with adequate bandwidth.

2.7 Availability. Company shall use commercially reasonable efforts to make the Subscription Services available 24 hours per day, 7 days a week, except for scheduled downtime events where notice is provided to Client, emergency downtime events, or Internet service provider failures or delays. Company will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Client acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications; Company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

2.8 Content. Access to Content shall be provided by Company through the Subscription Services. Client is responsible for selecting which Content will be available to authorized Users. Company continuously reviews and updates Content based on an ongoing-needs analysis. Company reserves the right to add, revise, or withdraw from its Content any item or part of an item in its sole discretion. Company shall not add, revise, or withdraw from the Subscription Services any Client Data.

2.9 Site Administrator. Client shall designate a primary contact who shall function as the liaison to Company and who shall be trained by Company so that the contact shall be able to train and support Users on the use of the Subscription Services (**Site Administrator**). The Site Administrator shall be the primary interface with Company on all issues related to the Subscription Services.

2.10 Passwords. Client is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized User. Client is entirely responsible for any and all activities that occur under its account. Client shall immediately notify Company of any unauthorized use or any other breach of security known to Client. Company shall have no liability for any loss or damage arising from Client's failure to comply with these requirements.

2.11 Client Data Responsibilities. Client shall be solely responsible for the accuracy, quality, integrity and legality of data uploaded in the Subscription Services by Client. Client shall own or shall obtain all proprietary rights necessary, including copyrights, patents, and trade secrets, in and to any content or data it provides, develops, or uploads for use in the Subscription Services. Client authorizes Company and the data center to serve as the host and repository for the data Client enters into the Subscription Services.

2.12 Changes. Company reserves the right to add and/or substitute functionally equivalent products to replace Company Content in the event of product unavailability, end-of-life, or changes to software requirements. Company regularly updates the Subscription Services, meaning that such Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Client to schedule and implement the changes. Company shall not have the right to add and/or substitute functionally equivalent products to replace any Client Data without the express written authorization of Client.

3. PROFESSIONAL SERVICES

3.1 Cooperation. Client shall provide Company with good-faith cooperation and access to such information, facilities, personnel and equipment as Company may reasonably require in order to provide the Professional Services. Client acknowledges that Company's performance is dependent upon the timely and effective completion of Client's responsibilities hereunder and Client's timely decisions and approvals in connection with the Professional Services. Company shall be entitled to rely on all such decisions and approvals.

4. FINANCIAL TERMS

4.1 Compensation. Fees and payment terms are specified in the applicable Ordering Documents. All payments made here under shall be in US Dollars. The maximum compensation Client agrees to pay Company and Company agrees to receive under this Agreement is described in the Ordering Document and the below fee schedule. In no event shall services performed under this Agreement be in excess in Five-Hundred Thirty-Five Thousand, One-Hundred Eleven, and No/100 Dollars (\$535,111.00) during the term of this Agreement. It is understood that all expenses incidental to Company's performance of services under this Agreement shall be borne by Company.

4.1.a Fee Schedule

In addition to the original 600 Users reflected on the Ordering Document, Client shall add a minimum of 500 Users ("Roll Out Users") to the Subscription Services no later than September 1, 2019, for an additional annual fee of \$38,634.30. The invoice for such Users shall be due no later than September 1, 2019. Client shall pay a Professional Services fee of \$5,000.00 for the addition of the Roll Out Users no later than September 1, 2019. Client

acknowledges and agrees that the obligation to add the Roll Out Users under this Amendment is a material term, and that Company shall automatically invoice Client for the Roll Out Users and above referenced Professional Services fee.

Pricing for the initial term and the first two years of the first renewal term shall be as provided in the below tables, which is based on the Subscription Metrics described in the Ordering Document and in the preceding paragraph. Client acknowledges that additional Subscription Metrics (additional Users or Content) must be purchased by a mutually executed amendment and will result in an increase in the annual fees.

Table A: Initial Term Pricing

	Year 1 (9/1/2018-8/31/2019)	Year 2 (9/1/2019-8/31/2020)	Year 3 (9/1/2020-8/31/2021)
Subscription Services	\$70,583.55	\$109,217.85	\$109,217.85
Professional Services	\$6,000.00	\$5,000.00	N/A
Total	\$76,583.55	\$114,217.85	\$109,217.85

Table B: First Renewal Term Pricing

Year 1 (9/1/2021-8/31/2022)	Year 2 (9/1/2022-8/31/2023)
\$114,678.74	\$120,412.68

4.2 Invoices. Company shall submit annual invoices to the County of Fresno, Department of Behavioral Health, Administration Division, 1925 E Dakota Ave, Fresno, CA, 93726, and Attention: Staff Development. In addition to the original invoice being mailed, it may be emailed to DBHStaffDevelopment@FresnoCountyCA.gov. No reimbursement for services shall be made until invoice is received and reviewed by the Client. Payments shall be made forty-five (45) days from receipt. Client, at the discretion of the Department of Behavioral Health (DBH) Director or designee, reserves the right to deny payment of any

invoices received ninety (90) days after services are rendered, or ninety (90) days following the termination or expiration of this Agreement. At the discretion of the DBH Director or designee, if an invoice is incorrect or is otherwise not in proper form or missing documents, Client shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper after providing written notice to the Company within thirty (30) days of receipt. When Client gives proper notice to Company, Company shall continue to provide services pending correction. Client's failure to make timely payments shall be a material breach of the Agreement and Company will be entitled (i) to suspend any or all of Subscriptions Services or Professional Services hereafter upon thirty (30) days' written notice to Client and/or (ii) to modify the payment terms, and to request full payment before any additional performance is rendered by Company.

4.3 Subscription Metrics. Client understands and agrees that (i) all fees are based on the Subscription Metrics purchased and that (ii) unless expressly stated otherwise in the Ordering Document, the quantity(ies) of Subscription Metrics provided in the initial Ordering Document or most recent amendment, if applicable, represent minimum amounts that Client has committed to for the Subscription Service Term (as defined in Section 9.2). Additional Subscription Metrics must be purchased in the event actual use exceeds the licensed quantity, at Company's then-current fees. Additional Subscription Metrics, if any, are prorated for the remainder of the then-current Subscription Services Term. There shall be no fee adjustments or refunds for any decreases in usage during Subscription Services Term.

4.4 Professional Services. Additional Professional Services may be provided on a time and materials (**T&M**) basis at the Company T&M rates in effect at the time the Professional Services are performed or on a fixed fee basis, as indicated in an Ordering Document. On a T&M engagement, if an estimated total amount is stated in the Ordering Document, that amount is solely a good-faith estimate for Client's budgeting and Company's resource scheduling purposes and not a guarantee that the work will be completed for that amount. On a fixed fee engagement, Professional Services purchased must be used within, and prices quoted are valid for, the time period specified in the Ordering Document. Hours that are not used or have expired are non-refundable.

4.5 No Contingencies. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Company regarding future functionality or features.

5. CONFIDENTIALITY

5.1 Confidential Information.

- (a) Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party.
- (b) **Confidential Information** means any and all information disclosed by either party to the other which is marked “confidential” or “proprietary” or which should be reasonably understood by each party to be confidential or proprietary, including, but not limited to, all trade secrets, Intellectual Property as well as results of testing and benchmarking of the Subscription Services.
- (c) Each party will protect the other party’s Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Company may use, for purposes outside of this Agreement, anonymous, de-identified data; however, Company agrees not to use or disclose this information to the extent prohibited by applicable law. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was lawfully in the receiving party’s possession before receipt from the disclosing party without a duty of confidentiality; (iii) is lawfully obtained from a third-party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. All services performed by Company under this Agreement shall be in conformation with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

5.2 Compelled Disclosure. A party (**Disclosing Party**) may disclose Confidential Information of the other party if it is compelled by law to do so, provided the Disclosing Party gives the other party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party’s cost, if the other party wishes to contest the disclosure. This section shall include but not be limited to disclosure pursuant to the California Public Records Act.

6. OWNERSHIP

6.1 All rights not expressly granted in this Agreement are reserved by Company and its licensors.

6.2 Subscription Services. Company and its licensors shall retain sole and exclusive ownership of, and all rights, title, and interest in, Subscription Services and the Site, including without limitation (a) Intellectual Property embodied or associated therein, and (b) all derivative works and copies thereof.

6.3 Client Data. Client shall retain sole and exclusive ownership of, and all rights, title, and interest in, Client Data that is uploaded to the Site, including without limitation (a) Intellectual Property embodied or associated therein, and (b) all derivative works and copies thereof.

6.4 Professional Services. Company shall retain all rights, title and interest in and to any and all Intellectual Property used or in any manner employed by Company in the provision of Professional Services.

7. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY

7.1 General. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

7.2 Professional Services. Company warrants that the Professional Services will be performed in a workmanlike manner. As Client's exclusive remedy for any claim under this warranty, Client shall notify Company in writing of its claim within thirty (30) days of Company's completion of the applicable services and, provided that such claim is reasonably determined by Company to be Company's responsibility, Company shall re-perform the applicable service. Company's entire liability and Client's exclusive remedy for any breach of the warranty set forth in this section shall be the re-performance of the applicable service.

7.3 EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, ALL SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. COMPANY, ITS LICENSORS, DATA CENTER AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING,

WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, DATABASE, SUBSCRIPTION SERVICES, DELIVERABLES OR PROFESSIONAL SERVICES ARE ERROR- FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION, (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY COMPANY, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SERVICES ARE NOT DESIGNED OR INTENDED TO MEET ALL OF ITS OR ITS USERS' TRAINING, ANALYTICS, OR ASSESSMENT NEEDS OR REQUIREMENTS, INCLUDING THOSE REQUIRED UNDER APPLICABLE LAWS. CLIENT ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES PROVIDED HEREUNDER TO ACHIEVE ITS INTENDED RESULTS.

CLIENT ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR ITS USERS' COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. CLIENT FURTHER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR RESULTS OBTAINED FROM THE USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. CLIENT ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SERVICES ARE NOT INTENDED TO PROVIDE MEDICAL ADVICE, OPINIONS, DIAGNOSIS, OR A SUGGESTED COURSE OF TREATMENT. CLIENT FURTHER AGREES THAT THE SOLE AND EXCLUSIVE RESPONSIBILITY FOR ANY MEDICAL DECISIONS OR ACTIONS WITH RESPECT TO A PATIENT'S MEDICAL CARE AND FOR DETERMINING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY DIAGNOSTIC, CLINICAL OR MEDICAL INFORMATION RESIDES SOLELY WITH THE HEALTHCARE PROVIDER. COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH CLIENT'S OR ANY OF USERS' USE OF THE SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, IN COMBINATION WITH ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE OR WEB SITES THAT ARE ACCESSED VIA LINKS FROM WITHIN THE SUBSCRIPTION SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO CLIENT AND USERS FOR ANY CLAIM BY CLIENT OR ANY THIRD PARTIES UNDER THIS AGREEMENT, WILL BE LIMITED TO THE FEES PAID FOR SUCH ITEMS THAT ARE THE SUBJECT MATTER OF THE CLAIM FOR THE PRIOR TWELVE (12) MONTHS. IN NO EVENT WILL COMPANY, ITS LICENSORS AND SUPPLIERS BE LIABLE TO CLIENT OR USERS OR OTHER THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF ONE YEAR OR THE PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

THIS SECTION 7 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

8. INDEMNIFICATION

8.1 Client Indemnification. Client shall indemnify and hold Company, its, employees and officers (Company Indemnified Parties) harmless from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Company or any Company Indemnified Party arising out of, or in connection with any use or reliance by Client or any User of any Client Data.

8.2 Company Indemnification. Company shall indemnify and hold harmless Client and its principals, officers, directors, agents, and employees (**Client Indemnified Parties**), from and against all liability, claims, damages, fines, losses, expenses (including reasonable attorney's fees and court costs, and the cost of enforcing this indemnity) suffered or incurred by Client or any Client Indemnified Parties arising out of, or in connection with any and all claims alleging that the Subscription Services infringe or misappropriate a U.S. patent, U.S. copyright, U.S. trademark or U.S. trade secret of a third party, solely provided such alleged infringement or misappropriation does not arise from:

(i) a modification of the Subscription Services as delivered to Client, (ii) the combination of the Subscription Services with any other process, hardware, software, data, or functionality, (iii) any Client-originating data or content communicated using such Subscription Services; or, (iv) any use of the Subscription Services by Client in a manner inconsistent with the documentation or instructions provided by Company or otherwise in breach of this Agreement.

8.3 Indemnification Procedure. The indemnifications made hereunder are solely provided upon the following conditions: (i) the indemnifying party controls any settlement or any suit or claim indemnified hereunder (ii) the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed, is obtained prior to any settlement by the indemnifying party that affects the indemnified party's rights and obligations; (iii) the indemnifying party is promptly informed of any third-party claim indemnified hereunder; and, (iv) in the case of Client, Client ceases any alleged infringing activity upon actual or constructive notice of any claim or allegation of infringement.

9. TERM AND TERMINATION

9.1 Agreement Term. The term of this Agreement shall be for a period of three (3) years, commencing on the 1st day of September 2018 through and including the 31st day of August 2021. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) day prior to the first day of the next twelve (12) month extension period. The DBH director, or his or her designee is authorized to execute such written approval on behalf of the Client based on the Company's satisfactory performance.

9.2 Subscription Services Term. The initial term of Subscription Services commences on the Subscription Start Date specified in, and continues for the term set forth in, the Ordering Documents.

9.3 Non-Allocation of Funds. The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated by Client at any time by giving Company thirty (30) days advance written notice..

9.4 Breach of Contract. The Client may immediately suspend or terminate this

Agreement in whole or in part, where in the determination of the Client there is (i) An illegal or improper use of funds; (ii) a material breach of the contract , (iii) Improperly performed service in accordance with the LMS Limited Warranty in Section 4.1 of Exhibit A.

9.5 In no event shall any payment by Client constitute a waiver by the Client of any breach of this Agreement or any default which may then exist on the part of Client. Neither shall such payment impair or prejudice any remedy available to the Client with respect to the breach or default. The Client shall have the right to demand of the Company the repayment to the Client of any funds disbursed to the Company under this Agreement, which in the judgement of the Client were not expended in accordance with the terms of this Agreement. The Company shall promptly refund any such funds upon demand.

9.6 Effect of Termination. Upon the effective date of termination of this Agreement: (a) Company will immediately cease providing the Services. On Client's request at any time during the thirty (30) day period following the effective date of termination, Company will return all of Client's Content in a format mutually agreed upon by Client and Company, (which may require Client to pay additional fees); and after the expiration of the foregoing thirty (30) day period, Company may delete any Content; (b) Any and all of Client's approved payment obligations under this Agreement for the Services provided through the effective date of termination will immediately become due and no payments or monies will be due and payable by Client to Company for the Subscription Services; and (c) In the event of termination for cause by Client, Company will refund any subscription fees pre-paid by Client, prorated for the remainder of Client's Subscription Term after the effective date of termination; (d) In the event of a termination for cause by Company, Client shall pay, and will not be entitled to a refund of, any amounts paid or payable up to the remainder of Client's Subscription Term. Following termination of this Agreement (for whatever reason provided for under the Agreement), Client shall certify that Client has returned or destroyed all copies of the Subscription Services, Confidential Information and Intellectual Property of Company and all materials or documents relating to the Subscription Services in any format and residing on any media. Client acknowledges that its rights to use the same are relinquished. Company has no obligation to retain Client Data after three months following the expiration or termination of Subscription Services; however, Company shall provide Client Data to Client, upon reasonable request and during Company's normal business hours, for no additional fee during these three months, after which additional fees may be incurred. Termination for any reason shall not excuse Client's obligation to pay in

full any and all amounts due or that become due through such, nor shall termination result in a refund of fees paid, except as expressly provided otherwise in this Agreement.

10. INSURANCE

10.1 Without limiting the Client's right to obtain indemnification from Company or any third parties, Company, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this agreement.

10.2 Commercial General Liability. Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis. Client may require specific coverage including completed operations, product liability, contractual liability, fire legal liability or any other liability insurance deemed necessary because of the nature of the Agreement.

10.3 Automobile Liability. Comprehensive Automobile Liability insurance with limited for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand (\$500,000) Coverage should include owned and non-owned vehicles used in connection with this Agreement.

10.4 Technology Professional Liability (Errors and Omissions). Insurance appropriate to the Company's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Company in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

10.5 Worker's Compensation. A policy of Worker's Compensation Insurance may be required by the California Labor Code.

10.6 Additional Insured. Client shall name County of Fresno, its officers, agents, and

employees, individually and collectively, as additional insured on the required Commercial General Liability insurance, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and other insurance, or self-insurance, maintained by Client, its officers, agents and employees shall be excess only and not contributing with insurance provider under Client's policies herein. Such additional insured status may be covered via a blanket endorsement. Company shall provide a minimum of thirty (30) days advance written notice to Client in the event of cancellation or material change to the required insurance coverage.

- 10.7** Upon written request, Company shall provide certificates of insurance and endorsements as stated above for all of the foregoing policies, as required herein, stating that such insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Clients, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Company's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to Client.

Within Thirty (30) days from the date Company signs and executes this Agreement, Company shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will administer this contract), stating that such insurance coverage and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance includes the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self insurance, maintained by CLIENT, its officers, agents and employees, shall be excess only and not contributing with insurance provided under COMPANY's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to CLIENT by

Company.

In the event Company fails to keep in effect at all times insurance coverage as herein provided, the Client may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event. All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. GENERAL PROVISIONS

11.1 Suspension. Company will be entitled to suspend any or all Subscription Services and Professional Services (i) immediately in the event Client is in breach of Section 2.3, above, or (ii) upon thirty (30) days' written notice to Client in the event Client is otherwise in breach of this Agreement.

11.2 Force Majeure. Neither party shall incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform any part of this Agreement (except for payment obligations) to the extent caused by events, occurrences, or causes which are unforeseeable and which are beyond the control and without any negligence on the part of the party seeking protection under this subsection. Such events may include, but are not limited to acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

11.3 Neither party may assign or transfer this Agreement without the other party's prior written approval. Company and Client agree to negotiate in good faith should an assignment of the Agreement be requested due to a merger, consolidation, change in control, or similar transaction as a result of Company's corporate restructuring.

11.4 Independent Company. In performance of the work, duties and obligations assumed by Company under this Agreement, it is mutually understood and agreed that Company, including any and all of the Company's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the Client. Furthermore, Client shall have no right to control or

supervise or direct the manner or method by which Company shall perform its work and function. However, Client shall retain the right to administer this Agreement so as to verify that Company is performing its obligations in accordance with the terms and conditions thereof.

Company and Client shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent Company, Company shall have absolutely no right to employment rights and benefits available to Client employees. Company shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Company shall be solely responsible and save Client harmless from all matters relating to payment of Company's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Company may be providing services to others unrelated to the Client or to this Agreement.

11.5 Disclosure of Self-Dealing Transactions. This provision is only applicable if Company is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the Agreement Company changes its status to operate as a corporation. Members of Company's Board of Directors shall disclose to Client any self-dealing transactions that they are a party to while Company is providing goods or performing services under this Agreement. A self-dealing transaction shall mean a transaction to which Company is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a "Self-Dealing Transaction Disclosure Form," attached hereto as Exhibit D and by this reference incorporated herein, and submitting it to the Customer prior to commencing with the self-dealing transaction or immediately thereafter.

11.6 Assurances Regarding Federal Contracting Compliance. Company agrees to comply with all Federal regulations regarding suspension and debarment, and agrees to notify the Client of any applicable non-compliance.

11.7 Disclosure – Criminal History and Civil Actions. Company is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners:

- (A) Within the three-year period preceding the Agreement award, they have been convicted of, or had a civil judgment rendered against them for (1) Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (2) Violation of a federal or state antitrust statute; (3) Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or (4) False statements or receipt of stolen property.

- (B) Within a three-year period preceding their Agreement award, they have had a public transaction (federal, state, or local) terminated for cause or default.

- Disclosure of the above information will not automatically eliminate Company from further business consideration. The information will be considered as part of the determination of whether to continue and/or renew the contract and any additional information or explanation that a Company elects to submit with the disclosed information will be considered. If it is later determined that the Company failed to disclose required information, any contract awarded to such Company may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

- Additionally, Company must immediately advise the Client in writing if, during the term of the agreement: (1) Company becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www/eplis/gov>); or (2) any of the above listed conditions become applicable to Company .

11.8 Non-solicitation. During the term of this Agreement and for a period of one (1) year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

11.9 Compliance. Company reserves the right to utilize Client Data to verify compliance with the terms of this Agreement. Company may monitor the usage, performance and operation of the Subscription Services using electronic, remote and other means and without notice to Client.

11.10 Notices. All notices between the Client and Company provided for or permitted under this

Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three Client business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one Client business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of Client business hours, then such delivery shall be deemed to be effective at the next beginning of a Client business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

11.11 Audits and Inspections. The Company shall during Company business hours and once per year or as often as the Client may deem necessary to comply with Client's legal obligations, make available to the Client for examination all of its records and data with respect to the matter covered by this Agreement. The Client shall provide the Company not less than fifteen (15) days prior written notice, and the Company shall permit the Client to audit and inspect all of such records and data necessary to ensure Company's compliance with the terms of this Agreement. If this Agreement exceeds ten thousand dollars (\$10,000.00), Company shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

11.12 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

11.13 No Waiver. No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions will be construed to be a waiver of the same on any other occasion or of any other option, right or privilege. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this

Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

11.14 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party.

11.15 Governing Law and Venue. Client. The Agreement is made under and will be governed by and construed in accordance with the applicable body of laws of the State of California. Venue for any action rising out of or related to this Agreement shall only be in Fresno County, California.

11.16 Notice of U.S. Government Restricted Rights. If the Client hereunder is the U.S. Government, or if the Subscription Services are acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Subscription Services are commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)."

11.17 OFAC Compliance. Client warrants that it is currently in compliance with, and shall at all times during the term of this Agreement remain in compliance with, and cause its Users to comply with, the regulations of the OFAC of the Department of the Treasury and any statute, executive order, or other governmental action relating thereto.

11.18 Modification. Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

11.19 Conflict of Documents. If there is a conflict between the provisions of this MSA and any other documents concerning the Subscription Services performed under this MSA, the order of precedence for purposes of resolution shall be: (i) this MSA, (ii) any applicable Schedule identified in the Ordering Document(s), (iii) the Ordering Document(s), (iv) any

other document executed by the parties.

11.20 Survival. The following provisions will survive any termination or expiration of the Agreement or Ordering Documents: Sections 4, 5, 6, 7, 8, 9, 10, 11 and all corresponding Sections in the attached Schedule(s).

11.21 Entire Agreement. This Agreement, including Ordering Documents and other attachments incorporated by reference, constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, proposals, conditions, representations, warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to the Agreement will be binding unless in writing signed by an authorized representative of each party. All pre-printed or standard terms of any of Client's purchase order or other business processing document shall have no effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first

hereinabove written.

CONTRACTOR

Bjoern Bauer

(Authorized Signature)

Bjoern Bauer

Chief Financial officer

Print Name & Title

111 Corning Rd., Suite 250

Cary NC 27518

Mailing Address:

COUNTY OF FRESNO

Sal Quintero

Sal Quintero

Chairman of the Board of Supervisors of
the County of Fresno

ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By:

Susan Bishop

Deputy

FOR ACCOUNTING USE ONLY:

ORG No.:56304756

Account No.:7295/0

Fund/Subclass: 0001/10000



EXHIBIT A

1. DEFINITIONS

1.1 **Administrative Site** means the main Site that is designated for administrative functions related to a group of Sub-Portals in an Enterprise System. The Administrative Site will have administrative capabilities over every Sub-Portal in the Enterprise System, including the ability to run reports, assign Content, and designate other Administrators.

1.2 **Client's Enterprise System** means a specific configuration of the Services that provides for an Administrative Site linked to additional Sub-Portals.

1.3 **Client Organization** means an organization that has a corporate or contractual relationship with or is a member of Client. Client may specify Client Organizations that will receive Subscription Services through a Sub-Portal to this Agreement in an attached Exhibit. The addition of Sub-Portals shall require the execution of an amendment to this Agreement.

1.4 **Documentation** means the LMS User instructions, release notes, and online help files in the form generally made available by Company to its Clients, as updated from time to time by Company.

1.5 **LMS** means Company's proprietary learning management system and other software access provided in connection with Subscription Services, including the Documentation, modifications, enhancements and new versions thereof.

1.6 **Site Administrator** means the Administrator in the Administrative Site. The level of access for the Site Administrator will be determined during implementation.

1.7 **Subscription Services** means access to the LMS and Content through the Site for Client's internal training purposes.

1.8 **Sub-Portals** means an individual Site that is included in an Enterprise System that has a direct relationship with other sub-portals and the Administrative Site.



1.9 **Sub-Portal Administrator** means a User who has been authorized by Client or Client's Site Administrator to have access to all administrative functionality within the individual Sub-Portal.

2. HIPPA

2.1 **No Protected Health Information.** Client will not provide Company with access to any Protected Health Information (as defined in 45 CFR § 160.103, **PHI**). Company reserves the right not to accept access to Client Data that contains PHI. Client represents and warrants that: (i) Client has the right and authority necessary to provide the Client Data to Company as provided hereunder, (ii) that Client will disclose to Company only such Client Data as Client is authorized to disclose to Company, and (iii) such disclosure will be provided at all times in compliance with all applicable law, including, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191 and regulations promulgated thereunder by the U.S. Department of Health and Human Services, each as amended from time to time (**HIPAA**). The parties acknowledge that, under the terms of this Agreement, Company does not collect or possess Protected Health Information, as defined in 45 C.F.R. § 160.103, and that Company shall not be required to execute a Business Associate Agreement or similar agreement. Client warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide Company or its suppliers access to any such Protected Health Information.

3. OWNERSHIP

3.1 **Modified Content; Client Data.** Certain Users designated by Client may have authority to modify portions of the Content to meet certain of Client's needs or requirements (**Modified Content**) or to create unique content to meet certain of Client's needs or requirements (**Client Content**). In the case of Modified Content, Client shall own the specific modifications made by authorized Users (but not the underlying Content). In the case of Client Content, as between Company and Client, Client shall own the Client Content created or uploaded by authorized Users. Client shall be solely responsible for the accuracy, quality, integrity and legality of data, Client Data, Modified Content, and Client Content uploaded in the LMS by Client.

3.2 **De-Identified Data.** Client acknowledges and agrees that Company has the unrestricted right to use the Client's de-identified data for any purpose, in accordance with applicable law, including but not limited to quality assessment and improvements to the Subscription Services.



4. **WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY**

4.1 **LMS Limited Warranty.** Company warrants that the LMS will operate in all material respects in conformity with the functional specifications described in the Documentation. If the LMS does not perform as warranted and there is a material failure of the LMS to conform to its functional specifications described in the Documentation that is reported by the Client to, and replicable by, Company (**Errors**), Company shall use commercially reasonable efforts to correct Errors. As Client's exclusive remedy for any claim under this warranty, Client shall promptly notify Company in writing of its claim. Provided that such claim is reasonably determined by Company to be Company's responsibility, Company shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company or Client may terminate the affected Subscription Services, and Client will be entitled to a refund of the pre-paid portion of the fees paid for the affected Subscription Services. The preceding warranty cure shall constitute Company's entire liability and Client's exclusive remedy for cure of the warranty set forth herein in this Section 4.1 of Schedule A. If Client elects not to terminate the Subscription Services, Client waives all rights for the applicable warranty cure set forth herein. Company is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the LMS by anyone other than Company; (ii) Company's adherence to Client's specifications or instructions; (iii) Errors caused by or related to Internet connections; (iv) Client deviating from the LMS operating procedures described in the Documentation; (v) discrepancies that do not significantly impair or affect the operation of the Subscription Service; or (vi) any systems or programs not supplied by Company.

4.2 **Links.** The Subscription Services may include links to third-party Internet sites or other resources provided by third parties. Because Company has no control over such sites and resources, Client acknowledges and agrees that Company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Client further acknowledges and agrees that Company shall not be responsible or liable, directly or indirectly, from any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such third-party site or resource.



EXHIBIT B

Proposal to

Fresno County Department

of Behavioral Health

Prepared by:

Mike Earman

Relias LLC

111 Corning Road Suite 250

Cary, NC 27518

Submitted:

6/27/2018



Ordering Document

Fresno County Department of Behavioral Health
P.O. Box 1912
Fresno, CA 93718-1912

The term of this agreement is: 36 Months

Method of Payment: Check

Billing Frequency: Annually

The Subscription Start Date is: 9/1/2018

Subscription Services Name	Subscription Metric	Subscription Quantity
Behavioral Health - Standard Package	Per Employee	600

Year 1 Annual Subscription Total

USD 70,583.55

Professional Services Name	Metric	Quantity
Custom SOW - Implementation	Flat Fee	1

Professional Services Total

USD 6,000.00

Due Upon Receipt of Invoice

USD 76,583.55

PRICING EXPIRES IF NOT EXECUTED BY 8/31/2018

This Ordering Document, together with the Master Services Agreement and the Schedules linked below, form the entire Agreement between the parties.

Contract Document	Link to Contract Document
MSA	https://www.relias.com/msa-2017
MSA Schedule A	https://www.relias.com/msa-2017-schedule-a

Address for Notices:

Relias LLC
111 Corning Road Suite 250
Cary, NC 27518

EXHIBIT C

Professional Services SOW
for
Fresno County Department of Behavioral Health

4/18/2018

Submitted by:

RELIAS || LEARNING

Rebekah Ward
Manager of Learning and Assessment Services
rward@reliaslearning.com
(919) 655-7795

1. Company Services Overview

Relias Learning LLC (“Company”) has extensive experience implementing the type of LMS and eLearning solution envisioned by Fresno County Department of Behavioral Health (“Client”) (herein collectively referred to as “the parties”).

Company and Client are parties to a Master Services Agreement, dated _____ (“Agreement”), under which Company will assist Client with the set-up and implementation of a portal on Company’s learning management system as described in this Statement of Work (“SOW”). Any inconsistencies between this SOW and the Agreement shall be governed by the Agreement. Any terms used, but not defined, in this SOW will have the meanings ascribed in the Agreement. This SOW constitutes an Ordering Document as that term is defined in the Agreement.

2. Proposed Project Plan

Professional Services Total (Phase 1 and 2) = \$11,000

2.1. Project Management

At the initiation of the Implementation project, Company shall assign a dedicated Professional Services Implementation Consultant (“IC”) to serve as the Project Manager and primary point of contact for Client’s appointed Client liaison (“Client Liaison”) throughout the entire Project.

The IC will prepare a detailed Project Plan and Timeline (“Project Plan”), which will include an estimated schedule for each phase of the project. The Client and IC will jointly review and agree on the Project Plan, including deliverables and requirements from Company and/or the Client in order to meet the Project Plan.

Additionally, Company will establish a formal Steering Committee composed of the Director of Professional Services as well as the dedicated IC, and a Client Success Manager (“CSM”). The Client is encouraged to establish a counterpart to Company’s committee members. The parties will jointly formally review progress at a regular interval. The goal of the Steering Committee to stay abreast of the project’s progress, ensure the project is meeting the goals of the Client, and formally discuss and resolve any outstanding issues that may arise during the life of the project.

All Services are provided through remote access unless specifically contracted for on-site work.

2.2. Project Phases

With an emphasis on efficiency and long-term Client success, the Company implementation methodology has streamlined the process into three phases:

- Pre-Work & Project Kickoff
- Development & Training
- Go Live & Transition

2.2.1. Pre-Work & Project Kickoff

- Contact the Client Liaison to make introductions and organize a Project Kickoff call.
- Add the contracted for Company content libraries.
- Set up the Client Liaison and/or other Client Administrators in the site.
- Draft a detailed Project Plan & timeline with key tasks and milestones (update current plan with appropriate dates)

On the **Project Kickoff** call the IC will review:

- Agreement highlights and project goals with the key stakeholders identified by Client Liaison.
- The Project Plan / Timeline – modifications are made with the intent to gain agreement on the plan.
- An introduction to the Client’s branded RLMS site.
- The user bulk load process, and user bulk load spreadsheet.
- Organizational hierarchy layout and alignment needed to achieve the enrollment and reporting requirements.

2.2.2. Development & Training

The Development & Training Phase will cover the bulk of the work of this SOW. This phase includes updating the site(s) to the Client’s specifications following the agreed upon Project Plan, as well as detailed training. Key milestones of this phase include:

Phase 1: \$6,000 (9/1/2018 start)

- Loading users into site, and building hierarchy (up to 600 users).
- Develop inbound user demographic automation (HRIS via text file).
- Uploading up to 1,900 lines of mapped historical data.
- Overview and assistance with SAML SSO as needed.
- Creating, building, and enrolling users in appropriate curriculum.
- Creating auto enrollment profiles and detailed reporting.
- Assistance with creating custom courses (up to 3).
- Conduct up to 2 supervisor trainings via webex.
- Recording of supervisor training.
- Build an agreed upon Go Live plan to rollout the RLMS to the Customer's site(s).

Phase 2: \$5,000 (9/1/2019 start)

- Loading users into site, and building hierarchy (up to 500 users).
- Creating, building, and enrolling users in appropriate curriculum.
- Creating auto enrollment profiles.
- Conduct up to 2 supervisor trainings via webex.
- Build an agreed upon Go Live plan to rollout the RLMS to the Customer's site(s).

**** This SOW does not include assistance with web services. ****

Additionally, during this phase the IC will conduct numerous training calls with the Client. Company uses a remote, train-the-trainer model so that Client can involve as many administrative users in the process as they would like. After completion of the series of trainings, the Client will be fully enabled to administer the RLMS to their user base.

Additionally, the IC will furnish a variety of training materials liaisons Client can use to train and these resources remain available so the Client will always have them for new staff joining its organization.

The Go Live plan will cover how and when the RLMS will be rolled out to Client's end users, and will include templates for welcome letters and other documents to help ensure a smooth rollout.

2.2.3. Go Live & Transition

Once the Development & Training phase is complete, Company and Client will execute the agreed upon Go Live plan to rollout the RLMS to the Client's site(s). During the Go Live phase, the IC will remain on-call for ad hoc help from Client as requested.

As a high-valued Client, Company will assign a dedicated CSM once the SOW is complete. The CSM will be Client's single point of support contact and provide unlimited support to Client for the life of the contract. Other services the CSM provides include: additional training, utilization reporting, regular check-ins, business reviews, and creation of additional documentation as needed.

Additionally, Company will provide ongoing training support for Client's training liaisons through monthly webinars, training videos, manuals and supervisor guides, and other materials.

3. Timeline

Company proposes to complete this Project according to a mutually agreed upon timeline to be completed by the implementation consultant after the Kick Off call. Company proposes to complete phase 1 of implementation in up to 2 months and phase 2 of implementation in up to 2 months .

Any additions or changes to this SOW will be mutually agreed upon and signed by the parties.

4. Staffing and Resources

Client will establish dedicated a Client Liaison who will be the primary point of contact for the Company IC.

Company will create a dedicated Project Team for this project for the duration of the SOW ("Project Team"). The proposed Project Team and roles & responsibilities of the Project Team include:

Company Project Team Roles	Primary Responsibilities
Implementation Consultant (IC)	• Acts as single point of contact for Client throughout the duration of the project. • Project manages all internal work, providing technical guidance and performing all work according to Section 2 of this SOW. • Provides regular status updates to Client's executive and administrative leadership.
Client Success Manager (CSM)	• Manages the Client relationship after SOW, and over the life of Client's partnership with Company. • Works closely with the project IC during the project Go Live & Transition phase.
Company Engineering Support Staff	• Provides ad-hoc troubleshooting and engineering support for the project IC and CSM.

5. Assumptions Contained in this SOW

- 5.1. Client will designate a Client Liaison as the primary point of contact for the IC to work with and designate any other persons needed to complete the project in a reasonable and timely manner.
- 5.2. The Client Liaison will make all necessary and reasonable efforts to make themselves available for meetings and other jointly scheduled events.
- 5.3. Client Liaison will provide all needed documents and information to the IC in a timely manner.
- 5.4. Company has developed this SOW based on all reasonably knowable information known to the Company as of the date of signature ("SOW Effective Date"). If material information becomes available after the SOW Effective Date that will change the Project Plan, Company reserves the right to adjust the Site Setup fee. Any such changes will be in writing and signed by both parties.

6. Travel & Payment Terms

6.1. Travel and Expense

In addition to the fees associated with this SOW, Client will reimburse Company for all reasonable out-of-pocket expenses incurred by Company in the performance of Services hereunder, including but not limited to travel and lodging expenses, within thirty (30) days after Company's receipt of expense statements .

Any travel during this project will be agreed upon prior to date of travel by the Parties.

6.2. Payment Terms

All payments of fees or charges shall be in accordance with the Agreement.

EXHIBIT D

RELIAS



Using the Relias Management System

From streamlining the delivery, development and reporting of your staff training to connecting employees with a vast library of accredited, approved and certified course content, Relias can help with one easy-to-use system.

Meet the demands of a changing landscape

Outperforming organizations know that staff training is no longer just about compliance—it's also about driving performance improvement, ensuring positive outcomes and solving your business challenges.

Whether you are a CEO trying to meet your business goals, a director or manager responsible for administering training and preparing for audits, or a front-line staff member responsible for providing quality care or services, Relias can help you meet your unique training needs.

As a Learner



View and manage your training: Toggle between your currently enrolled training and what you've already completed. Use the *External Training* option to add any training into your profile received outside of the learning management system.



Access helpful resources: If you're new to the system or just having trouble finding something, use our list of resources that detail how to use and find what you need. These resources also provide you with guides on our accreditations and state boards.



Make training enjoyable: Bored with compliance training? Our courses are highly interactive and delivered on a system that uses gaming elements to significantly boost engagement. Courses are also mobile optimized and available 24/7 to fit into your busy schedule—instead of the other way around.

As an Administrator



Stay on top of training: Use the at-a-glance dashboard to automatically view a graph documenting completions and compliance for your entire agency. The dashboard also displays a list of updated and “available soon” courses.



Training and enrollment: Create a unique course curriculum and easily enroll your staff. Assign due dates to keep staff on track. Use our *QuickStart Curricula* tool—pre-made, customizable training plan templates—to get started quickly.



Manage users: Add and view all staff accounts in the system. Individually track their training by viewing each employee’s transcript. Send internal emails and alerts for upcoming or incomplete assigned courses.



Run reports: Need to show proof of compliance for an upcoming survey or audit? Simply select the report you need and print it out. Reports can be filtered in a number of ways and the reports you use most often can be saved to your “favorites” for easy future access.



Make our system your own: Visually customize the screen to give your learning system a more personalized feel.



Create your own trackable, testable courses: Turn your custom courses into more than just PowerPoint slides. Add post-course tests, bookmarking capabilities, and tracking features. No more having to locally download PowerPoint files, or worry whether staff have completed a course—all of this is managed and tracked automatically.



Upload and stream video training online: Wish you could share your organization’s videos with your entire staff? Upload your video files to the system for staff to view anytime, anywhere.



Reinforce staff competency with skills assessments: Make sure staff retain what they learn. Create skills checklists in the system for any step-by-step task to prove competency. This allows you to provide feedback while encouraging staff development.



Engage staff and boost compliance with leaderboards: Use our leaderboard feature to encourage friendly competition between coworkers and other departments to motivate staff and increase compliance rates.

“We publish the leaderboards company-wide and it gets competitive. Every department wants to be the best and we love it because it means that our employees are remaining compliant with their training. The only thing I would’ve done differently was turn it on sooner! Let’s face it: HR is busy enough and the system really manages itself.”

—Sandra Rose, Director of Human Resources, The Treatment Center of the Palm Beaches

REL0118FS0209-01

(877) 200-0020

RELIAS

- **375+ courses**

- 600+ clients
- Continuing education for Psychologists, Social Workers, Therapists, Counselors, Case Managers, Nurses, Addiction Professionals, and other Direct Service Staff
- Regulatory compliance training to meet CARF, COA, and Joint Commission
- Tools to create your own courses

HOT TOPICS INCLUDE:

Integrated Care • Evidence-Based Practices • Abuse and Neglect • Co-Occurring Disorders • Trauma-Informed Care • Cognitive Behavioral Therapy • Clinical Effectiveness • Dialectical Behavioral Therapy • HIPAA • OSHA • DSM-5™

Behavioral Health Essentials Library	# Courses
Addiction	12
Basic Workforce Skills	3
Behavioral Health General	25
Behavioral Health Paraprofessionals	20
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