

AGREEMENT

This Agreement is made and entered into this 20th day of June, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **TRILOGY INTEGRATED RESOURCES, LLC**, a California Limited Liability Company, whose address is 1101 5th Avenue, Suite 250, San Rafael, CA 94901, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH) and Department of Social Services (DSS), is in need of a contractor to provide assistance in supporting and maintaining centralized access points for COUNTY behavioral health clients, seniors, and people with disabilities and their caregivers, to receive critical health information and linkage to community services through two (2) Network of Care Websites; and

WHEREAS, COUNTY, through its DBH is in need of a contractor to provide assistance in developing, supporting and maintaining a centralized access point for persons re-entering the community upon release from incarceration, to receive critical information related to specific local resources available for re-entry individuals and their families, as well as linkage to local re-entry support groups and current city, county, state and federal resources that provide information specifically focused upon re-entry issues, through one (1) Network of Care website;

WHEREAS, COUNTY, through its DBH is in need of a contractor to provide Network of Care Learning Management System (LMS) and Continuing Education Units System (CEUs) online management, training and development tools; and

WHEREAS, CONTRACTOR has already developed and maintains two (2) individual Network of Care Websites for COUNTY's DBH and DSS, focusing on mental health, seniors and community stakeholders, to enhance community awareness of COUNTY's available mental health and social services resources; and

WHEREAS, CONTRACTOR has already developed and maintains the Network of Care LMS System and CEUs System online management, training and development systems for COUNTY's DBH; and

1 WHEREAS, CONTRACTOR is willing and able to provide the services required by COUNTY
2 pursuant to the terms and conditions of this Agreement.

3 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties
4 hereto agree as follows:

5 **1. SERVICES**

6 A. CONTRACTOR, for each of the two (2) existing Network of Care websites for
7 Fresno County (Network of Care for DBH Clients and Network of Care for DSS Seniors & People with
8 Disabilities), to enhance community access and awareness, and link clients, caregivers, service
9 providers, and government agencies to specific information related to community-based services,
10 mental health issues, assistive devices, caregiver support, and advocacy effort to maintain a level of
11 care, shall:

12 1. CONTRACTOR, for the Network of Care for DBH Clients shall continue
13 to provide support and maintenance of the web site as described in Exhibit B, "DBH Network of Care
14 Web site for Clients," attached hereto and incorporated by this reference herein.

15 2. CONTRACTOR, for the Network of Care for DSS Seniors and People
16 with Disabilities, shall continue to provide support and maintenance of the web site as described in
17 Exhibit C, "DSS Network of Care Website," attached hereto and incorporated by this reference herein.

18 B. CONTRACTOR, for the Network of Care for DBH Client Re-Entry shall:

19 1) Provide COUNTY with a completed and operational Network of Care for
20 DBH Client Re-Entry upon COUNTY's acceptance of "Beta Delivery" from CONTRACTOR. For the
21 purposes of this Agreement, "Beta Delivery" is defined as all stages of technical development of the
22 Network of Care for DBH Client Re-Entry are completed, initiating the two-week internal testing and
23 review period for COUNTY. CONTRACTOR's Beta Delivery will occur within 90 days of execution
24 of this Agreement.

25 2) Develop the specific web site sections as follows:

26 a. Service Directory - Comprehensive directory of prisoner reentry
27 resources in COUNTY service area. Acquire, collect and assemble data, evaluate the data and make
28 necessary improvements to make the data launch-ready. Complete and maintain the taxonomy coding
and resolve any integration issues.

1 b. Library – Includes more than 30,000 articles, checklists and fact
2 sheets. Available for online viewing, printing, posting and emailing. Content to be continually
3 maintained and updated.

4 c. Legislate – A bill tracking section with all proposed state and
5 federal legislation that could affect the prisoner-reentry community. Content will be updated daily.
6 Section also provides methods to communicate directly with legislators.

7 d. Links – A broad collection of links to city, county, state and
8 national government agencies and nonprofit organizations that focus on prisoner reentry issues.
9 Content to be continually maintained and updated.

10 e. Support & Advocacy – A comprehensive list of the known and
11 creditable organizations that provide support and advocacy at the local, state and national levels.

12 f. My Personal Health Record – A password-protected section,
13 housed on a separate, secured server in which any Network of Care visitor can create a private “folder”
14 of medical and legal information which can be entered manually or uploaded via electronic documents.
15 Personal Health Record creators this secured section with a trusted friend or relative. Will be
16 maintained on the server and continually maintain its security.

17 g. Build Your Own Site – Publicly accessible software that enables
18 anyone to build a free Web site, which will be hosted for free. Options include unlimited pages,
19 calendars, message boards and other features. Software and the host server will be continually
20 maintained.

21 h. Social Networking – A publicly accessible platform that provides
22 visitors with the ability to create online groups, blogs, forums and wikis and upload and store multiple
23 types of media. The platform and host server will be continually maintained.

24 i. Nationwide News – News articles, culled from more than 3,000
25 periodicals nationwide, which are posted every weekday morning.

26 j. Learning Center – Consumer-friendly “Healthwise” content and
27 tools, focused on the health promotion, education, early intervention and prevention. Enhanced content
28 will be installed on the homepage and will review the content quarterly, and update as needed.

 k. Change Language – Dynamic translation of all text on the
Network of Care into almost 60 languages. Access to the Google Translate software will be maintained
and updated as needed.

1 1. Community Calendar – A user-friendly Calendar interface that
2 enables both administrative staff and community members to post events. Calendar platform and
3 server will be continually maintained.

4 2) Complete additional customization for all content relative to the specific
5 data of COUNTY

6 3) Complete final site design and construction.

7 4) Complete all necessary testing requirements of the website.

8 5) Conduct training sessions for key COUNTY staff.

9 6) Assist with the planning and execution of official site-launch activities.

10 7) Provide online access to comprehensive, current traffic data for site.

11 8) Provide for ongoing maintenance requirements, which shall include:

12 a. Quarterly and annual updates of all Library content. All costs for
13 licensed content are included.

14 b. Regular updates of the Insurance section, where applicable.

15 c. Nightly updates of State and Federal data in the Legislate section.

16 d. Updates of Nationwide News content every weekday.

17 e. Weekly maintenance and updates of Local Links section.

18 f. Posting of any requested local or special content.

19 g. IT infrastructure that is monitored and supported 24/365.

20 h. Prompt replies to all visitors' Feedback inquiries.

21 i. Monitoring of all Message Board posts, where applicable.

22 j. Monitoring of all Rate This Agency posts, where applicable.

23 k. All bandwidth and storage

24 l. Free updates and upgrades at least once per year.

25 C. CONTRACTOR, for the existing Network of Care LMS and CEUs Systems,
26 shall continue to provide support, maintenance and services as described in Exhibit D, "Learning
27 Management / Education Units," attached hereto and incorporated by this reference herein.

28 D. COUNTY's DBH and DSS shall:

 Provide a primary contact and liaison from DBH and DSS to provide

1 necessary County data and to receive reports on construction, on-going maintenance and operations
2 requirements of the three (3) websites, as well as the LMS and CEUs Systems.

3 **2. TERM**

4 This Agreement shall become effective on the 1st day of July, 2017 and shall terminate
5 on the 30th day of June, 2020.

6 This Agreement may be extended for two (2) additional consecutive twelve (12) month
7 periods upon written approval of both parties no later than sixty (60) days prior to the first day of the
8 next twelve (12) month extension period. The DBH Director or her designee is authorized to execute
9 such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance of
10 this Agreement.

11 **3. TERMINATION**

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

16 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
17 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 18 1) An illegal or improper use of funds;
19 2) A failure to comply with any term of this Agreement;
20 3) A substantially incorrect or incomplete report submitted to the
21 COUNTY; and
22 4) Improperly performed service.

23 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
24 any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.
25 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to
26 the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the
27 repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which
28 in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement.

1 The CONTRACTOR shall promptly refund any such funds upon demand or, at the COUNTY's option;
2 such repayment shall be deducted from future payments owing to CONTRACTOR under this
3 Agreement.

4 C. Without Cause - Under circumstances other than those set forth above, this
5 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's DBH Director, or
6 designee, upon the giving of thirty (30) days advance written notice of an intention to terminate.
7 Contractor may terminate with appropriate thirty (30) days advance written notice of intent to terminate
8 transmitted by CONTRACTOR to COUNTY by Certified U.S. Mail, Return Receipt Requested,
9 addressed to the office of COUNTY as follows:

10 Director (or designee)
11 County of Fresno
12 Department of Behavioral Health
13 P.O. Box 45003
Fresno, CA. 93718-9886

14 **4. COMPENSATION**

15 For services provided as identified in the terms and conditions of this Agreement,
16 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation in
17 accordance with Exhibit A, attached hereto and by this reference incorporated herein.

18 A. Compensation for Three Network of Care Websites

19 Maintenance services for the Network of Care for DBH Clients and for the
20 Network of Care for DSS Seniors and People with Disabilities shall be paid monthly in arrears, based
21 on CONTRACTOR's monthly invoice submitted for services provided during the preceding month,
22 within forty-five (45) days after receipt, verification and approval of CONTRACTOR's monthly
23 invoices by COUNTY's DBH and DSS. Services rendered by CONTRACTOR to develop the
24 Network of Care for DBH Client Re-Entry shall be paid as a one-time fee of Ten Thousand Dollars and
25 no/100 (\$10,000.00), of which Five Thousand Dollars and No/100 (\$5,000.00) shall be paid to
26 CONTRACTOR upon execution of this Agreement, and the remaining Five Thousand Dollars and
27 No/100 (\$5,000.00) shall be paid to CONTRACTOR upon the acceptance by COUNTY of "Beta
28 Delivery." For the purposes of this Agreement, "Beta Delivery" is defined as all stages of technical
development of the Network of Care for DBH Client Re-Entry are completed by CONTRACTOR,

1 initiating the two-week internal testing and review period for COUNTY. CONTRACTOR's Beta
2 Delivery will occur within 90 days of execution of this Agreement. Upon COUNTY's review and
3 approval of CONTRACTOR's Beta Delivery of the Network of Care for DBH Client Re-Entry,
4 COUNTY shall compensate CONTRACTOR the final payment of Five Thousand and No/Dollars
5 (\$5,000).

6 The maximum compensation paid by COUNTY to CONTRACTOR under this Agreement
7 for the Network of Care websites shall not exceed the following amounts: (1) For the period of July 1,
8 2017 through June 30, 2018, , Fifty-Three Thousand Two Hundred and No/100 Dollars (\$53,200); (2)
9 For the period of July 1, 2018 through June 30, 2019, Forty-Three Thousand Two Hundred and No/100
10 Dollars (\$43,200); (3) For the period of July 1, 2019 through June 30, 2020, Forty-Three Thousand Two
11 Hundred and No/100 Dollars (\$43,200).

12 The maximum compensation under this Agreement for the Network of Care websites
13 for each of the two (2) annual renewal periods shall not exceed the following amounts: July 1, 2020
14 through June 30, 2021 shall not exceed Forty-Three Thousand Two Hundred and No/100 Dollars
15 (\$43,200); and July 1, 2021 through June 30, 2022 shall not exceed Forty-Three Thousand Two
16 Hundred and No/100 Dollars (\$43,200).

17 B. LMS and CEU Systems

18 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
19 compensation in the sum of One Dollar and 57/100 (\$1.57) per each CEU System user member, and
20 Ninety Cents and 90/100 (\$0.90) per each LMS System user member. Maximum compensation is based
21 on anticipated Seven Hundred Thirty-Five (735) user members. Actual compensation shall be based on
22 actual user members as reported and invoiced by CONTRACTOR, but in no event shall actual
23 compensation exceed the maximum compensation stated below.

24 In no event shall monthly compensation for LMS and CEU services be in excess of One
25 Thousand Eight Hundred Fifteen Dollars and No/100 (\$1,815.00) during the term of this Agreement.

26 The maximum compensation paid by COUNTY to CONTRACTOR under this
27 Agreement for the LMS and CEU services shall not exceed the following amounts: (1) For the period of
28 July 1, 2017 through June 30, 2018, Twenty-One Thousand Seven Hundred Eighty-Five and No/100
Dollars (\$21,785); (2) For the period of July 1, 2018 through June 30, 2019, Twenty-One Thousand

1 Seven Hundred Eighty-Five and No/100 Dollars (\$21,785); (3) For the period of July 1, 2019 through
2 June 30, 2020, Twenty-One Thousand Seven Hundred Eighty-Five and No/100 Dollars (\$21,785).

3 The maximum compensation paid by COUNTY to CONTRACTOR under this
4 Agreement for the LMS and CEU services for each of the two (2) annual renewal periods shall not
5 exceed the following amounts: For the period of July 1, 2020 through June 30, 2021 Twenty-One
6 Thousand Seven Hundred Eighty-Five and No/100 Dollars (\$21,785); and for the period of July 1, 2021
7 through June 30, 2022 Twenty-One Thousand Seven Hundred Eighty-Five and No/100 Dollars
8 (\$21,785), as identified in Exhibit A.

9 Payment by COUNTY for LMS and CEUs Systems shall be in arrears, based on
10 CONTRACTOR's monthly invoice submitted for actual services provided during the preceding month,
11 within forty-five (45) days after receipt, verification and approval of CONTRACTOR's monthly
12 invoices by COUNTY's DBH.

13 All expenses incidental to CONTRACTOR's performance of services under this
14 Agreement shall be borne by CONTRACTOR.

15 It is understood by CONTRACTOR that if CONTRACTOR should fail to comply with
16 any provision of this Agreement, COUNTY shall be relieved of its obligation for further
17 compensation.

18 The total maximum compensation paid to CONTRACTOR by COUNTY during the term
19 of this Agreement shall not exceed Three Hundred Thirty-Four Thousand, Nine Hundred Twenty-Five
20 and No/100 Dollars (\$334,925.00) as identified in Exhibit A, attached hereto and by this reference
21 incorporated herein.

22 5. INVOICING

23 CONTRACTOR shall invoice COUNTY in arrears, by the tenth (10th) day of each
24 month, for the prior month's expenditures.

25 Original invoices for DBH shall be addressed to the Fresno County Department of
26 Behavioral Health, Adult Outpatient Services, 515 S. Cedar Avenue, Office #110, Attention: Staff
27 Analyst for Trilogy Integrated Resources. In addition, each invoice shall be copied and addressed to
28 the following: 1) Fresno County Department of Social Services, P.O. Box 1912, Fresno CA 93718,
Attention: Staff Analyst for Trilogy Integrated Resources; 2) Fresno County Department of Social

Services, IT Support, 3133 N. Millbrook Avenue, Heritage Center, Fresno, CA 93703, Attention: SPA Manager.

No reimbursement for services shall be made until invoices are received and reviewed by COUNTY's DBH. COUNTY, at the discretion of COUNTY's 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 termination or expiration of this Agreement. At the discretion of COUNTY's DBH Director or designee, if an invoice is incorrect or is otherwise not in proper form or missing documentation, COUNTY shall have the right to withhold payment as to only that portion of the invoice that is incorrect or improper. CONTRACTOR shall continue to provide services pending correction. However, if the invoice(s) is not corrected to the COUNTY's DBH and/or DSS' satisfaction, COUNTY may elect termination or expiration of this Agreement, pursuant to the termination provisions stated in Section Three (3) of this Agreement.

All invoices for services provided in each fiscal year of this Agreement must be received within ninety (90) days after the end of that applicable fiscal year. At COUNTY's option, COUNTY shall not reimburse CONTRACTOR for any invoices received by COUNTY's DBH after said ninety (90) day period.

6. PROHIBITION ON PUBLICITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising, fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Section One (1) of the Agreement shall be allowed as necessary to raise public awareness about the availability of such specific services when approved in advance by COUNTY's DBH Director or designee for such items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other related expense(s).

7. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTORS's officers, agents, and employees will at all times be acting and performing as

1 independent contractors, and shall act in an independent capacity and not as an officer, agent, servant,
2 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
3 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its
4 work and function. However, COUNTY shall retain the right to administer this Agreement so as to
5 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
6 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
7 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
8 directly or indirectly the subject of this Agreement.

9 Because of its status as an independent contractor, CONTRACTOR, its instructors,
10 employees and subcontractors shall have absolutely no right to employment rights and benefits
11 available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for
12 providing to, or on behalf of, its employees all legally-required employee benefits. In addition,
13 CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to
14 payment of CONTRACTOR's employees, including compliance with Social Security, withholding, and
15 all other regulations governing such matters. It is acknowledged that during the term of this
16 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
17 Agreement.

18 **8. MODIFICATION**

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

21 Notwithstanding the above, changes to the budget, attached hereto as Exhibit A, that do
22 not exceed ten percent (10%) of the maximum compensation payable to CONTRACTOR, may be
23 made with the written approval of COUNTY's DBH Director or designee. Said budget line item
24 changes shall not result in any change to the maximum compensation amount payable to
25 CONTRACTOR, as stated herein.

26 **9. NON-ASSIGNMENT**

27 Neither party shall assign or transfer this Agreement nor their rights or duties under this
28 Agreement without the prior written consent of the other party.

1 **10. SUBCONTRACTS**

2 CONTRACTOR shall obtain written approval from COUNTY's DBH Director or
3 designee before subcontracting any of the services delivered under this Agreement as described in
4 Section One (1) of this Agreement. Any transferee, assignee, or subcontractor will be subject to all
5 applicable provisions of this Agreement, and all applicable State and Federal regulations.

6 CONTRACTOR will be required to assume full responsibility for all services and activities covered
7 by this Agreement, whether or not CONTRACTOR is providing those services directly. Further,
8 COUNTY will consider CONTRACTOR to be the sole point of contact with regard to contractual
9 matters, including payment of any and all charges resulting from this Agreement. Any subcontractor
10 shall be subject to the same terms and conditions that the CONTRACTOR is subject to under this
11 Agreement.

12 **11. HOLD-HARMLESS**

13 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
14 defend the COUNTY, its officers, agents and employees from any and all costs and expenses, including
15 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY
16 in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or
17 employees under this Agreement, and from any and all costs and expenses, including attorney fees and
18 court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or
19 corporation who may be injured or damaged by the performance, or failure to perform, of
20 CONTRACTOR, its officers, agents or employees under this Agreement. In addition, CONTRACTOR
21 agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting
22 from noncompliance herein on the part of the CONTRACTOR.

23 **12. INSURANCE**

24 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or
25 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
26 following insurance policies throughout the term of this Agreement:

27 A. Commercial General Liability

28 Commercial General Liability Insurance with limits of not less than One Million
 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars

1 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may
2 require specific coverage including completed operations, product liability,
3 contractual liability, Explosion, Collapse, and Underground (XCU), fire legal liability
4 or any other liability insurance deemed necessary because of the nature of the
5 Agreement.

6 B. Automobile Liability

7 Comprehensive Automobile Liability Insurance with limits for bodily injury of not
8 less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred
9 Thousand Dollars (\$500,000) per accident and for property damages of not less than
10 Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of
11 One Million Dollars (\$1,000,000). Coverage should include owned and non-owned
12 vehicles used in connection with this Agreement. CONTRACTOR shall maintain a
13 policy of insurance for all risk personal property coverage which shall be endorsed
14 naming the COUNTY of Fresno as an additional loss payee.

15 C. Professional Liability

16 If CONTRACTOR employs licensed professional staff (*e.g.* Ph.D., R.N., L.C.S.W.,
17 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not
18 less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars
19 (\$3,000,000) annual aggregate. CONTRACTOR agrees that it shall maintain, at its
20 sole expense, in full force and effect for a period of three (3) years following the
21 termination of this Agreement, one or more policies of professional liability insurance
22 with limits of coverage as specified herein.

23 D. Worker's Compensation

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

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability
27 insurance naming the County of Fresno, its officers, agents, and employees, individually and
28 collectively, as additional insured, but only insofar as the operations under this Agreement are
concerned. Such coverage for additional insured shall apply as primary insurance and any other
insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall be
excess only and not contributing with insurance provided under the CONTRACTOR's policies herein.
This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR signs this Agreement,
CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the

1 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, , 515
2 South Cedar Avenue, , Fresno, California, 93702, Attention: Staff Analyst for Trilogy Integrated
3 Resources, stating that such insurance coverage's have been obtained and are in full force; that the
4 County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
5 policies; that such Commercial General Liability insurance names the County of Fresno, its officers,
6 agents and employees, individually and collectively, as additional insured, but only insofar as the
7 operations under this Agreement are concerned; that such coverage for additional insured shall apply as
8 primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers,
9 agents and employees, shall be excess only and not contributing with insurance provided under the
10 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
11 minimum of thirty (30) days advance, written notice given to COUNTY.

12 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
13 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate
14 this Agreement with the CONTRACTOR upon the occurrence of such event.

15 All policies shall be with admitted insurers licensed to do business in the State of
16 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of
17 A FSC VII or better.

18 **13. RECORDS**

19 CONTRACTOR shall maintain records of support and maintenance of the three (3)
20 Network of Care Websites and the LMS and CEUs Systems as described in Section One (1) of this
21 Agreement. Records are to be maintained by CONTRACTOR and will be delivered to COUNTY's
22 DBH and DSS upon request. The records are to be kept up to three (3) years by CONTRACTOR.
23 COUNTY's DBH and DSS shall maintain records after expiration or termination of this Agreement.

24 **14. REPORTS**

25 CONTRACTOR shall furnish to COUNTY such statements, records, reports, data, and
26 other information as COUNTY may request pertaining to matters covered by this Agreement. In the
27 event that CONTRACTOR fails to provide such reports or other information required hereunder, it shall
28 be deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In

1 addition, CONTRACTOR shall provide written notification and explanation to COUNTY within five
2 (5) days of any funds received from another source to conduct the same services covered by this
3 Agreement.

4 **15. MONITORING**

5 CONTRACTOR agrees to extend to COUNTY, COUNTY's DBH Director, or designee,
6 the right to review and monitor records, programs or procedures, at any time, in regard to participants,
7 as well as the overall operation of CONTRACTOR's programs and services, in order to ensure
8 compliance with the terms and conditions of this Agreement.

9 **16. REFERENCES TO LAWS AND RULES**

10 In the event any law, regulation, or policy referred to in this Agreement is amended
11 during the term thereof, the parties hereto agree to comply with the amended provision as of the
12 effective date of such amendment.

13 **17. CONFIDENTIALITY**

14 All services performed by CONTRACTOR under this Agreement shall be in strict
15 conformance with all applicable Federal, State of California and/or local laws and regulations relating
16 to confidentiality.

17 **18. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

18 A. The parties to this Agreement shall be in strict conformance with all applicable
19 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850,
20 and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42,
21 Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code, Sections 11977
22 and 11812 of Title 22 of the California Code of Regulations, and the Health Insurance Portability and
23 Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of Title 42, United
24 States Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR,
25 Sections 142, 160, 162, and 164, and The Health Information Technology for Economic and Clinical
26 Health Act (HITECH) regarding the confidentiality and security of patient information.

27 Except as otherwise provided in this Agreement, CONTRACTOR, as a Business
28 Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions,

1 activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such
2 use or disclosure shall not violate the HIPAA, USC 1320d *et seq.* The uses and disclosures of PHI may
3 not be more expansive than those applicable to COUNTY, as the “Covered Entity” under the HIPAA
4 Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for management, administrative or legal
5 responsibilities of the Business Associate.

6 B. CONTRACTOR shall protect, from unauthorized access, use, or disclosure of
7 names and other identifying information concerning persons receiving services pursuant to this
8 Agreement, except where permitted in order to carry out data aggregation purposes for health care
9 operations [45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)]. This
10 pertains to any and all persons receiving services pursuant to a COUNTY funded program.
11 CONTRACTOR shall not use such identifying information for any purpose other than carrying out
12 CONTRACTOR’s obligations under this Agreement.

13 C. CONTRACTOR shall not disclose any such identifying information to any
14 person or entity, except as otherwise specifically permitted by this Agreement, authorized by law, or
15 authorized by the client/patient.

16 D. For purposes of the above sections, identifying information shall include, but not
17 be limited to name, identifying number, symbol, or other identifying particular assigned to the
18 individual, such as finger or voice print, or a photograph.

19 E. CONTRACTOR shall provide access, at the request of COUNTY, and in the
20 time and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR
21 Section 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR
22 Section 164.524 regarding access by individuals to their PHI.

23 CONTRACTOR shall make any amendment(s) to PHI in a designated record set at the
24 request of COUNTY, and in the time and manner designated by COUNTY in accordance with 45 CFR
25 Section 164.526.

26 CONTRACTOR shall provide to COUNTY or to an individual, in a time and manner
27 designated by COUNTY, information collected in accordance with 45 CFR Section 164.528,
28 to permit COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in

1 accordance with 45 CFR Section 164.528.

2 F. CONTRACTOR shall report to COUNTY, in writing, any knowledge or
3 reasonable belief that there has been unauthorized access, viewing, use, disclosure, or breach of
4 Protected Information not permitted by this Agreement, and any breach of unsecured PHI of which it
5 becomes aware, immediately and without reasonable delay and in no case later than two (2) business
6 days of discovery. Immediate notification shall be made to COUNTY's Information Security Officer
7 and Privacy Officer and COUNTY's DBH HIPAA Representative, within two (2) business days of
8 discovery. The notification shall include, to the extent possible, the identification of each individual
9 whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used,
10 disclosed, or breached. CONTRACTOR shall take prompt corrective action to cure any deficiencies
11 and any action pertaining to such unauthorized disclosure required by applicable Federal and State
12 Laws and regulations. CONTRACTOR shall investigate such breach and is responsible for all
13 notifications required by law and regulation or deemed necessary by COUNTY and shall provide a
14 written report of the investigation and reporting required to COUNTY's Information Security Officer
15 and Privacy Officer and COUNTY's DBH HIPAA Representative. This written investigation and
16 description of any reporting necessary shall be postmarked within the thirty (30) working days of the
17 discovery of the breach to the addresses below:

18 County of Fresno	County of Fresno	County of Fresno
19 Department of Behavioral Health	Dept. of Public Health	Information Technology Services
HIPAA Representative	Privacy Officer	Information Security Officer
20 (559) 453-4809	(559) 445-3249	(559) 600-5800
4441 E. Kings Canyon	1221 Fulton Mall	2048 N. Fine Avenue
21 Fresno, CA 93702	Fresno, CA 93721	Fresno, CA 93727

22 G. CONTRACTOR shall make its internal practices, books and records relating to
23 the use and disclosure of PHI received from COUNTY, or received by the CONTRACTOR on behalf
24 of COUNTY, available to the United States Department of Health and Human Services upon demand.

25 H. Safeguards

26 CONTRACTOR shall implement administrative, physical, and technical safeguards as
27 required by 45 CFR 164.308, 164.310, and 164.312 that reasonably and appropriately protect the
28 confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives,

1 maintains or transmits on behalf of COUNTY; and to prevent access, use or disclosure of PHI other
2 than as provided for by this Agreement. CONTRACTOR shall develop and maintain a written
3 information privacy and security program that includes administrative, technical and physical
4 safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and
5 scope of its activities. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with
6 information concerning such safeguards.

7 CONTRACTOR shall implement strong access controls and other security safeguards
8 and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or
9 sensitive data to authorized users only. Said safeguards and precautions shall include the following
10 administrative and technical password controls for all systems used to process or store confidential,
11 personal, or sensitive data:

12 1. Passwords must not be:

13 a. Shared or written down where they are accessible or recognizable
14 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;

15 b. A dictionary word; or

16 c. Stored in clear text

17 2. Passwords must be:

18 a. Eight (8) characters or more in length;

19 b. Changed every ninety (90) days;

20 c. Changed immediately if revealed or compromised; and

21 d. Composed of characters from at least three of the following four
22 groups from the standard keyboard:

23 1) Upper case letters (A-Z);

24 2) Lowercase letters (a-z);

25 3) Arabic numerals (0 through 9); and

26 4) Non-alphanumeric characters (punctuation symbols).

27 CONTRACTOR shall implement the following security controls on each workstation or
28 portable computing device (e.g., laptop computer) containing confidential,

1 personal, or sensitive data:

- 2 1. Network-based firewall and/or personal firewall;
- 3 2. Continuously updated anti-virus software; and
- 4 3. Patch management process including installation of all operating
- 5 system/software vendor security patches.

6 CONTRACTOR shall utilize a commercial encryption solution that has received FIPS
7 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic
8 media (including, but not limited to, compact disks and thumb drives) and on portable computing
9 devices (including, but not limited to, laptop and notebook computers).

10 CONTRACTOR shall not transmit confidential, personal, or sensitive data via e-mail or
11 other internet transport protocol unless the data is encrypted by a solution that has been validated by the
12 National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption
13 Standard (AES) Algorithm.

14 I. Mitigation of Harmful Effects

15 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect
16 that is known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or breach of PHI
17 by CONTRACTOR or its subcontractors in violation of the requirements of these provisions.

18 J. Contractor's Subcontractors

19 CONTRACTOR shall ensure that any of its contractors, including subcontractors,
20 if applicable, to whom CONTRACTOR provides PHI received from or created or received by
21 CONTRACTOR on behalf of COUNTY, agree to the same restrictions and conditions that apply to
22 CONTRACTOR with respect to such PHI; and to incorporate, when applicable, the relevant provisions
23 of these provisions into each subcontract or sub-award to such agents or subcontractors.

24 K. Employee Training and Discipline

25 CONTRACTOR shall train and use reasonable measures to ensure compliance
26 with the requirements of these provisions by employees who assist in the performance of functions or
27 activities on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such
28 employees who intentionally violate any provisions of these provisions, including termination of

1 employment.

2 L. Termination for Cause

3 Upon COUNTY's knowledge of a material breach of these provisions by
4 CONTRACTOR, COUNTY shall either:

5 1. Provide an opportunity for CONTRACTOR to cure the breach or end the
6 violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the violation
7 within the time specified by COUNTY; or

8 2. Immediately terminate this Agreement if CONTRACTOR has breached a
9 material term of these provisions and cure is not possible.

10 3. If neither cure nor termination is feasible, the COUNTY Privacy Officer
11 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

12 M. Judicial or Administrative Proceedings

13 COUNTY may terminate this Agreement in accordance with the terms and
14 conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a
15 criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2)
16 a finding or stipulation that the CONTRACTOR has violated a privacy or security standard or
17 requirement of the HITECH Act, HIPAA; or other security or privacy laws in an administrative or civil
18 proceeding in which the CONTRACTOR is a party.

19 N. Effect of Termination

20 Upon termination or expiration of this Agreement for any reason,
21 CONTRACTOR shall return or destroy all PHI received from COUNTY (or created or received by
22 CONTRACTOR on behalf of COUNTY) that CONTRACTOR still maintains in any form, and shall
23 retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to extend
24 the protections of these provisions to such information, and limit further use of such PHI to those
25 purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI
26 that is in the possession of subcontractors or agents, if applicable, of CONTRACTOR. If Contractor
27 destroys the PHI data, a certification of date and time of destruction shall be provided to the COUNTY
28 by CONTRACTOR.

1 O. Disclaimer

2 COUNTY makes no warranty or representation that compliance by
3 CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
4 adequate or satisfactory for CONTRACTOR's own purposes or that any information in
5 CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be
6 secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely
7 responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

8 P. Amendment

9 The parties acknowledge that Federal and State laws relating to electronic data
10 security and privacy are rapidly evolving and that amendment of these provisions may be required to
11 provide for procedures to ensure compliance with such developments. The parties specifically agree to
12 take such action as is necessary to amend this agreement in order to implement the standards and
13 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to
14 the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written
15 notice in the event that CONTRACTOR does not enter into an amendment providing assurances
16 regarding the safeguarding of PHI that COUNTY in its sole discretion deems sufficient to satisfy the
17 standards and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

18 Q. No Third-Party Beneficiaries

19 Nothing express or implied in the terms and conditions of these provisions is
20 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
21 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or
22 liabilities whatsoever.

23 R. Interpretation

24 The terms and conditions in these provisions shall be interpreted as broadly as
25 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws.
26 The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in
27 favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

28 S. Regulatory References

1 A reference in the terms and conditions of these provisions to a section in the
2 HIPAA regulations means the section as in effect or as amended.

3 T. Survival

4 The respective rights and obligations of CONTRACTOR as stated in this Section
5 shall survive the termination or expiration of this Agreement.

6 U. No Waiver of Obligations

7 No change, waiver or discharge of any liability or obligation hereunder on any one or more
8 occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall
9 prohibit enforcement of any obligation on any other occasion.

10 **19. NON-DISCRIMINATION**

11 During the performance of this Agreement CONTRACTOR shall not unlawfully
12 discriminate against any employee or applicant for employment, or recipient of services, because of
13 race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age
14 or gender, pursuant to all applicable State of California and Federal statutes and regulations.

15 **20. TAX EQUITY AND FISCAL RESPONSIBILITY ACT**

16 To the extent necessary to prevent disallowance of reimbursement under section 1861(v)
17 (1) (I) of the Social Security Act, (42 U.S.C. § 1395x, subd. (v)(1)[I]), until the expiration of four (4)
18 years after the furnishing of services under this Agreement, CONTRACTOR shall make available,
19 upon written request of the Secretary of the United States Department of Health and Human Services,
20 or upon request of the Comptroller General of the United States General Accounting Office, or any of
21 their duly authorized representatives, a copy of this Agreement and such books, documents, and records
22 as are necessary to certify the nature and extent of the costs of these services provided by
23 CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the event
24 CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value
25 or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period,
26 with a related organization, such Agreement shall contain a clause to the effect that until the expiration
27 of four (4) years after the furnishing of such services pursuant to such subcontract, the related
28 organizations shall make available, upon written request of the Secretary of the United States

1 Department of Health and Human Services, or upon request of the Comptroller General of the United
2 States General Accounting Office, or any of their duly authorized representatives, a copy of such
3 subcontract and such books, documents, and records of such organization as are necessary to verify the
4 nature and extent of such costs.

5 **21. SINGLE AUDIT CLAUSE**

6 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars
7 (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to
8 conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth
9 in Office of Management and Budget (OMB) Circular A-133. CONTRACTOR shall submit said audit
10 and management letter to COUNTY. The audit must include a statement of findings or a statement
11 that there were no findings. If there were negative findings, CONTRACTOR must include a
12 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to
13 correct any material non-compliance or weakness found as a result of such audit. Such audit shall be
14 delivered to COUNTY's DBH Business Office for review within nine (9) months of the end of any
15 fiscal year in which funds were expended and/or received for the program. Failure to perform the
16 requisite audit functions as required by this Agreement may result in COUNTY performing the
17 necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said
18 audit, or, may result in the inability of COUNTY to enter into future agreements with
19 CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of
20 CONTRACTOR(S).

21 B. A single audit report is not applicable if CONTRACTOR's Federal contracts do
22 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement or
23 CONTRACTOR's only funding is through Drug related Medi-Cal. If a single audit is not applicable,
24 a program audit must be performed and a program audit report with management letter shall be
25 submitted by CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's
26 solvency. Said audit report shall be delivered to COUNTY's DBH Business Office for review, no
27 later than nine (9) months after the close of the fiscal year in which the funds supplied through this
28 Agreement are expended. Failure to comply with this Act may result in COUNTY performing the

necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under this section shall be billed to the CONTRACTOR at COUNTY's cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

C. CONTRACTOR shall make available all records and accounts for inspection by COUNTY, the State of California, if applicable, the Comptroller General of the United States, the Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a period of at least three (3) years following final payment under this Agreement or the closure of all other pending matters, whichever is later.

22. NOTICES

The persons having authority to give and receive notices under this Agreement and their addresses include the following:

COUNTY

Director, County of Fresno
Department of Behavioral Health
5108 E. Clinton Way, Suite 108
Fresno, CA 93727

Director, County of Fresno
Department of Social Services
P.O. Box 1912
Fresno, CA 93718

CONTRACTOR

Chief Executive Officer (CEO)
Trilogy Integrated Resources, LLC
1101 5th Avenue, Suite 250
San Rafael, CA 94901

Any and all notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

24. GOVERNING LAW

The parties agree that for the purpose of venue, performance under this Agreement is in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

1 **25. ASSURANCES**

2 A. In entering into this Agreement, CONTRACTOR certifies that it is not currently
3 excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care
4 Programs: that it has not been convicted of a criminal offense related to the provision of health care
5 items or services; nor has it been reinstated to participation in the Federal Health Care Programs after a
6 period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns, subsequent to entering
7 into a contract, that CONTRACTOR is ineligible on these grounds, COUNTY will remove
8 CONTRACTOR from responsibility for, or involvement with, COUNTY's business operations related
9 to the Federal Health Care Programs and shall remove such CONTRACTOR from any position in which
10 CONTRACTOR's compensation, or the items or services rendered, ordered or prescribed by
11 CONTRACTOR may be paid in whole or part, directly or indirectly, by Federal Health Care Programs
12 or otherwise with Federal Funds at least until such time as CONTRACTOR is reinstated into
13 participation in the Federal Health Care Programs.

14 B. If COUNTY has notice that CONTRACTOR has been charged with a criminal
15 offense related to any Federal Health Care Program, or is proposed for exclusion during the term on
16 any contract, CONTRACTOR and COUNTY shall take all appropriate actions to ensure the accuracy
17 of any claims submitted to any Federal Health Care Program. At its discretion given such
18 circumstances, COUNTY may request that CONTRACTOR cease providing services until resolution
19 of the charges or the proposed exclusion.

20 C. CONTRACTOR agrees that all potential new employees of CONTRACTOR or
21 subcontractors of CONTRACTOR who, in each case, are expected to perform professional services
22 under this Agreement, will be queried as to whether (1) they are now or ever have been excluded,
23 suspended, debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) they
24 have been convicted of a criminal offense related to the provision of health care items or services; and or
25 (3) they have been reinstated to participation in the Federal Health Care Programs after a period of
26 exclusion, suspension, debarment, or ineligibility.

27 1) In the event the potential employee or subcontractor informs CONTRACTOR that
28 he or she is excluded, suspended, debarred or otherwise ineligible, or has been convicted of a criminal

1 offense relating to the provision of health care services, and CONTRACTOR hires or engages such
2 potential employee or subcontractor, CONTRACTOR will ensure that said employee or subcontractor
3 does no work, either directly or indirectly relating to services provided to COUNTY.

4 2) Notwithstanding the above, COUNTY at its discretion may terminate this
5 Agreement in accordance with Section Three (3) of this Agreement, or require adequate assurance (as
6 defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or subcontractor
7 of CONTRACTOR will perform work, either directly or indirectly, relating to services provided to
8 COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be determined
9 by COUNTY to protect the interests of COUNTY consumers.

10 D. CONTRACTOR shall verify (by asking the applicable employees and
11 subcontractors) that all current employees and existing subcontractors who, in each case, are expected
12 to perform professional services under this Agreement (1) are not currently excluded, suspended,
13 debarred, or otherwise ineligible to participate in the Federal Health Care Programs; (2) have not been
14 convicted of a criminal offense related to the provision of health care items or services; and (3) have
15 not been reinstated to participation in the Federal Health Care Program after a period of exclusion,
16 suspension, debarment, or ineligibility. In the event any existing employee or subcontractor informs
17 CONTRACTOR that he or she is excluded, suspended, debarred or otherwise ineligible to participate in
18 the Federal Health Care Programs, or has been convicted of a criminal offense relating to the provision
19 of health care services, CONTRACTOR will ensure that said employee or subcontractor does no work,
20 either direct or indirect, relating to services provided to COUNTY.

21 1) CONTRACTOR agrees to notify COUNTY immediately during the term
22 of this Agreement whenever CONTRACTOR learns that an employee or subcontractor who, in each
23 case, is providing professional services under this Agreement is excluded, suspended, debarred or
24 otherwise ineligible to participate in the Federal Health Care Programs, or is convicted of a criminal
25 offense relating to the provision of health care services.

26 2) Notwithstanding the above, COUNTY at its discretion may terminate this
27 Agreement in accordance with the Termination Section of this Agreement, or require adequate
28 assurance (as defined by COUNTY) that no excluded, suspended or otherwise ineligible employee or

1 subcontractor of CONTRACTOR will perform work, either directly or indirectly, relating to services
2 provided to COUNTY. Such demand for adequate assurance shall be effective upon a time frame to be
3 determined by COUNTY to protect the interests of COUNTY consumers.

4 E. CONTRACTOR agrees to cooperate fully with any reasonable requests for
5 information from COUNTY which may be necessary to complete any internal or external audits
6 relating to CONTRACTOR's compliance with the provisions of this Section.

7 F. CONTRACTOR agrees to reimburse COUNTY for the entire cost of any penalty
8 imposed upon COUNTY by the Federal Government as a result of CONTRACTOR's violation of
9 CONTRACTOR's obligations as described in this Section.

10 **26. DISCLOSURE – CRIMINAL HISTORY AND CIVIL ACTIONS**

11 CONTRACTOR is required to disclose if any of the following conditions apply to
12 them, their owners, officers, corporate managers and partners:

13 A. Within the three-year period preceding the Agreement award, they have been
14 convicted of, or had a civil judgment rendered against them for:

15 1. Fraud or a criminal offense in connection with obtaining, attempting to
16 obtain, or performing a public (federal, state, or local) transaction or contract under a public
17 transaction;

18 2. Violation of a federal or state antitrust statute;

19 3. Embezzlement, theft, forgery, bribery, falsification, or destruction of
20 records; or

21 4. False statements or receipt of stolen property.

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

24 Disclosure of the above information will not automatically eliminate CONTRACTOR
25 from further business consideration. The information will be considered as part of the determination
26 of whether to continue and/or renew the contract and any additional information or explanation that a
27 CONTRACTOR elects to submit with the disclosed information will be considered. If it is later
28 determined that the CONTRACTOR failed to disclose required information, any contract awarded to

1 such CONTRACTOR may be immediately voided and terminated for material failure to comply with
2 the terms and conditions of the award.

3 CONTRACTOR must sign an appropriate "Certification Regarding Debarment,
4 Suspension, and Other Responsibility Matters – Primary Covered Transactions", Exhibit E, attached
5 hereto and by this reference incorporated herein. Additionally, CONTRACTOR must immediately
6 advise the County in writing if, during the term of the agreement: (1) CONTRACTOR becomes
7 suspended, debarred, excluded or ineligible for participation in federal or state funded programs or
8 from receiving federal funds as listed in the excluded parties list system (<http://www/eplis.gov>); or (2)
9 any of the above listed conditions become applicable to CONTRACTOR. The CONTRACTOR will
10 indemnify, defend and hold the COUNTY harmless for any loss or damage resulting from a conviction,
11 debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding
12 Debarment, Suspension, and Other Responsibility Matters.

13 **27. DISCLOSURE OF SELF – DEALING TRANSACTIONS**

14 Only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-
15 profit corporation) or the CONTRACTOR changes its status to operate as a corporation during this
16 agreement.

17 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
18 transactions that they are a party to while CONTRACTOR is providing goods or performing services
19 under this agreement. A self-dealing transaction shall mean a transaction to which the
20 CONTRACTOR is a party and in which one or more of its directors has a material financial interest.
21 Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to
22 by completing and signing a "Self-Dealing Transaction Disclosure Form," Exhibit F, attached hereto
23 and by this reference incorporated herein, and submitting it to the COUNTY prior to commencing
24 with the self-dealing transaction or immediately thereafter.

25 **28. ENTIRE AGREEMENT**

26 This Agreement, including all Exhibits, constitutes the entire agreement between
27 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
28 agreement negotiations, proposals, commitments, writings, advertisements, publications, and

1 understandings of any nature whatsoever unless expressly included in this Agreement.


2
3
4 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
5 year first hereinabove written.
6
7

8 **CONTRACTOR**

COUNTY OF FRESNO


9 **TRILOGY INTEGRATED RESOURCES, LLC**
10 Limited Liability Company

11
12 By 
13
14 BRUCE BRONZAN, President
Trilogy Integrated Resources, LLC

By 
CHAIRMAN, Board of Supervisors

15
16 Date: 5/30/17

Date: June 20, 2017

17
18
19 By 
20 AFSHIN KHOSRAVI, CEO
21 Trilogy Integrated Resources, LLC

By Susan Bishop, Deputy
BERNICE E. SEIDEL, Clerk
Board of Supervisors

22 Date: 5/30/17

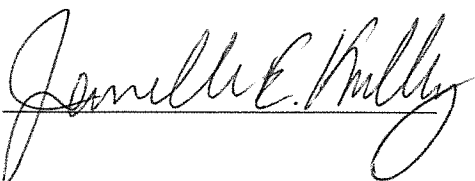
Date: June 20, 2017

23
24 Mailing Address:
25 1101 5th Avenue, Suite 250
26 San Rafael, CA 94901
27 Phone No.: (415) 458-5900
28 Contact: Afshin Khosravi, CEO

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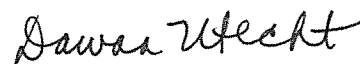
APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY COUNSEL


By 

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/
TREASURER-TAX COLLECTOR

By 

REVIEWED AND RECOMMENDED FOR APPROVAL:

By 
DAWAN UTECHT, Director
Department of Behavioral Health

By 
DELFINO NEIRA, Director
Department of Social Services

PLEASE SEE ADDITIONAL PAGE

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Fund/Subclass: 0001/10000
Organization: 56108550
Account/Program: 7295/0 (\$21,600) DSS Website Support/Maintenance FY 2017-18
(\$21,600) DSS Website Support/Maintenance FY 2018-19
(\$21,600) DSS Website Support/Maintenance FY 2019-20
(\$21,600) DSS Website Support/Maintenance FY 2020-21
(\$21,600) DSS Website Support/Maintenance FY 2021-22

Fund/Subclass: 0001/10000
Organization: 56302003
Account/Program: 7295/0 (\$10,000) One Time Fee-Client Re-Entry Website FY 2017-18
(\$21,600) DBH Website Support/Maintenance FY 2017-18
(\$21,600) DBH Website Support/Maintenance FY 2018-19
(\$21,600) DBH Website Support/Maintenance FY 2019-20
(\$21,600) DBH Website Support/Maintenance FY 2020-21
(\$21,600) DBH Website Support/Maintenance FY 2021-22

Fund/Subclass: 0001/10000
Organization: 56304756
Account/Program: 7295/0 (\$21,785) DBH - LMS and CEUs Systems FY 2017-18
(\$21,785) DBH - LMS and CEUs Systems FY 2018-19
(\$21,785) DBH - LMS and CEUs Systems FY 2019-20
(\$21,785) DBH - LMS and CEUs Systems FY 2020-21
(\$21,785) DBH - LMS and CEUs Systems FY 2021-22

TRILOGY INTEGRATED RESOURCES, LLC
NETWORK OF CARE

Exhibit A

FISCAL YEARS: 2017-18; 2018-19; 2019-20; 2020-21 and 2021-22

3 Network of Care web sites: (1) DBH Clients/Families/Community; (2) DBH Re-Entry Clients; (3) DSS Seniors									
			Maximum Compensation Per Fiscal Year					Contract Maximum	
Departments	Web site name	Total Per Month		FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	
DBH	1	\$1,800		\$21,600	\$21,600	\$21,600	\$21,600	\$21,600	\$108,000
DBH	2	one time fee		\$10,000	\$0	\$0	\$0	\$0	\$10,000
DSS	3	\$1,800		\$21,600	\$21,600	\$21,600	\$21,600	\$21,600	\$108,000
Totals:		\$3,600		\$53,200	\$43,200	\$43,200	\$43,200	\$43,200	\$226,000
DBH Costs Paid by Mental Health Realignment Funds (Org. 56302003)									
DSS Costs paid by State and Federal Social Service Funds (Org 56107630)									

Learning Management System (LMS) and Continuing Education Units System (CEUs)											
LMS & CEU		DBH Staff and Vendors		Total Per Month	Total Per Year	Maximum Compensation Per Fiscal Year					Contract Maximum
	LMS cost	CEU cost	CEU & LMS max users			FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	
DBH	\$0.90	1.57	735	\$1,815	\$21,785	\$21,785	\$21,785	\$21,785	\$21,785	\$21,785	\$108,925
Totals:	\$0.90	\$1.57	735	\$1,815	\$21,785	\$21,785	\$21,785	\$21,785	\$21,785	\$21,785	\$108,926
Per/Member Per/Month	\$0.90	\$1.57	\$2.47								
Funded with Mental Health Services Act, Workforce Education and Training Funds (Org. 56304756)											

TOTAL CONTRACT MAXIMUM COMPENSATION

\$334,926

Trilogy Integrated Resources, LLC Monthly Maintenance Performed on the Network of Care for Behavioral Health Clients

- Ongoing maintenance of the Service Directory database. Content managers process Online Requests submitted by site visitors. Content managers processed all requests by personally responding to each update via email and phone. Content managers personally verified all updated facts. Content managers then manually updated each listing with the verified information.
- Updates and additions to all content within the Library as needed. This includes maintenance of more than 14,500 articles and fact sheets in the MH Library from multiple sources; continuous programmatic maintenance of search functionality for the overall Library as well as the Medications, Medical Tests, Support Groups and Symptom Checker sections; quarterly updates of all Healthwise content; ongoing review and update of all other content by NOC content managers; and maintenance and updates of Spanish content. All costs for licensed content are included in monthly maintenance.
- Nightly updates of all State and Federal bill information in the Legislate section, as well as legislator contact information, committee assignments, and other legislator data.
- Updates to the Insurance section as needed. Low-Cost Insurance programs are reviewed annually by content managers and updated by engineering staff as needed.
- Two Nationwide News stories are posted twice daily to the homepage. Content managers review more than 3,000 articles daily to select these posted articles; headlines are customized for each product. Programmers maintain this daily admin functionality, as well as the Archives on both products.
- Weekly maintenance of Local, State and National Links, with ongoing updates as needed/requested. Once per week, the engineering staff runs a program to check all links on the MH site. The resulting reports are then reviewed by content managers, who manually remove inactive links. Inactive links are checked weekly until content managers verify that they're operational and manually restore them to the NOC again.
- Replies to all visitors' email and telephone inquiries within 24 hours. Full-time content staff research and reply to all site-visitor inquiries received via all Feedback, Message Board, Social Network of Care, and other site-related sources, as well as inquiries received by phone (unless the nature of the message requires

no reply, such as meeting announcements). When messages of an urgent nature are received, content managers immediately contact the corresponding NOC admin/contact person by email and phone until the message is delivered for followup at the local level.

- Monitoring of all "Review This Agency" posts in the Service Directory. Content managers use admin tools to swiftly remove all inappropriate posts.
- Maintenance of free "Build Your Own Site" software in the For Providers sections of the MH site. Engineering staff supports free hosting, unlimited pages, and troubleshooting as needed (i.e., when users cannot locate their sites, etc.). Content team provides support to any users who request it, usually by requesting their phone numbers and calling them directly to expedite solutions.
- 24/7/365 technical support.
- All bandwidth and storage.

Trilogy Integrated Resources, LLC

Monthly Maintenance Performed on the Network of Care for the Department of Social Services Seniors & People with Disabilities

- Ongoing maintenance of the Service Directory database. Content managers process Online Requests submitted by site visitors. Content managers process all requests by personally responding to each update via email and phone. Content managers personally verify all updated facts. Content managers then manually update each listing with the verified information.
- Updates and additions to all content within the Library as needed. This includes maintenance of more than 14,500 articles and fact sheets in the Library from multiple sources; continuous programmatic maintenance of search functionality for the overall Library as well as the Medications, Medical Tests, Support Groups and Symptom Checker sections; quarterly updates of all Healthwise content; and ongoing review and update of all other content by NOC content managers. All costs for licensed content are included in monthly maintenance.
- Nightly updates of all State and Federal bill information in the Legislate section, as well as legislator contact information, committee assignments, and other legislator data.
- Two Nationwide News stories are posted twice daily to the homepage. Content managers review more than 3,000 articles daily to select these posted articles; headlines are customized for each product. Programmers maintain this daily admin functionality, as well as the Archives on both products.
- Weekly maintenance of Local, State and National Links, with ongoing updates as needed/requested. Once per week, the engineering staff runs a program to check all links on the site. The resulting reports are then reviewed by content managers, who manually remove inactive links. Inactive links are checked weekly until content managers verify that they're operational and manually restore them to the NOC again.
- Replies to all visitors' email and telephone inquiries within 24 hours. Full-time content staff research and reply to all site-visitor inquiries received via all Feedback, Message Board, Social Network of Care, and other site-related sources, as well as inquiries received by phone (unless the nature of the message requires no reply, such as meeting announcements). When messages of an urgent nature are received, content managers immediately contact the corresponding NOC admin/contact person by email and phone until the message is delivered for followup at the local level.
- Monitoring of all "Review This Agency" posts in the Service Directory. Content managers use admin tools to swiftly remove all inappropriate posts.

- Maintenance of free “Build Your Own Site” software in the For Providers sections of the site. Engineering staff supports free hosting, unlimited pages, and troubleshooting as needed (i.e., when users cannot locate their sites, etc.). Content team provides support to any users who request it, usually by requesting their phone numbers and calling them directly to expedite solutions.
- 24/7/365 technical support.
- All bandwidth and storage.
- Unlimited provider access to the Network of Care Referral Application.

Trilogy Integrated Resources, LLC

Learning Management System / Continued Education Overview Support and Ongoing Maintenance

The Network of Care Learning Management System (LMS) enables Fresno County to develop, deliver, manage and track a wide variety of learning and training experiences and administrative reporting tasks. All of these services are provided through an Internet-based learning portal that Trilogy Integrated Resources hosts and maintains.

The system is flexible and scalable, allowing Fresno County to upgrade and use any function of the system that they deem appropriate. Fresno County can start out using the course management services and expand to full online course delivery services, if needed.

By implementing our system, Fresno County will be able to:

- Quickly launch and deploy developed courses to an unlimited audience.
- Save money by decreasing time spent by managers and administrators on database problems and system downtime or outages, as our hosted eLearning solution requires little or no technical support or development. We take care of the technology. There are also no large initial or ongoing investments in hardware, software, upgrades or licensing costs.
- Increase staff satisfaction and credibility by having a consistent, dependable learning management system which users can access 24/7.
- Request and receive real-time information through an automated, easy-to-use reporting function. A host of standard reports on attendance, progress, performance, or activity, are easily run and exported to meet your requirements.
- Provide staff and administrators with an updatable, centralized repository for learning content, forms, certificates, records, and results, ending the need for duplication across a variety of channels.
- Enable staff to use this online system to learn about, register, pay for, and track their progress and completion through courses. Automated communication functions will provide users with e-mail confirmations, notifications and reminders.
- Provide users with updated links to information, training and other resources as deemed useful.
- Use an intuitive and user-friendly interface for the student and the administrator.
- Offer multiple learning approaches seamlessly – online, self-paced, facilitated, classroom - in one integrated environment.
- Provide at the staff's option a comprehensive, customizable, multilevel catalog of high-quality courses.

- Complete online course enrollment and registration transactions – from course selection and signup to payment.
- Manage continuing education and course completion certificates.
- Track and report:
 - Staff profile data, progress, assessment scores, evaluation completions and certifications.
 - Administrative reports on system usage, course activity, survey and assessment reports, all of which are exportable to meet your requirements.
 - Communication capabilities including e-mail responses, confirmations, reminders, event calendars and system wide messages.

Ongoing Maintenance

Network of Care's Learning Management System is a complete turnkey solution. We provide agencies with quality service and continued support, including 99-percent uptime and 24/7/365 support.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Date: _____

(Printed Name & Title)

(Name of Agency or Company)

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	