

AGREEMENT

FOR SERVICES OF INDEPENDENT CONTRACTOR

(For this Contract Only)

BC _____

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Relias Learning, LLC with an address at 111 Corning Rd., Suite 250 Cary, North Carolina 27518 (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Senior Corporate Counsel at phone number (877) 200-0020 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Director
Santa Barbara County
Department of Behavioral Wellness
300 N. San Antonio Road
Santa Barbara, CA 93110
FAX: 805-681-5262

To Contractor: Brian Isgett
Senior Corporate Counsel
Relias Learning, LLC
111 Corning Rd., Suite 250
Cary, NC 27518
Phone: 877-200-0020

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

AGREEMENT

3. SCOPE OF SERVICES

Contractor agrees to provide services to County in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

Contractor shall commence performance on 1/1/2018 and end performance upon completion, but no later than 12/31/2019 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor'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, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

AGREEMENT

9. TAXES

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall comply with all applicable Federal and State confidentiality laws, potentially including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement. Notwithstanding the foregoing, Contractor 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, and Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any U.S. intellectual property or U.S. proprietary rights in any third party, subject to the following Modified Content and Proprietary Content provision: Certain Users designated by County may have authority to modify portions of the Content to meet certain of County's needs or requirements ("Modified Content") or to create unique content to meet certain of County's needs or requirements ("Proprietary Content"). In the case of Modified Content, County shall own the specific modifications made by authorized Users (but not the underlying Content). In the case of Proprietary Content, County shall own the Proprietary Content created by authorized Users.

AGREEMENT

Subject to the terms of the Agreement, Contractor grants to County the right to access and use the LMS and, if purchased, all Content described in the Ordering Document, solely for its internal business purposes and solely in connection with the personal training and education of Users. Each User shall use Content for his/her personal education and training purposes only.

County shall provide Contractor with the required demographic data for all Users in the specified electronic format provided by Contractor to complete the initial registration process. Periodic additions of Users, within the Subscription Metrics, may be done manually or using the specified electronic format to bulk upload Users into the LMS. County 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. Contractor will routinely monitor the system for patterns of activation/deactivation that are outside the range of what would be expected with normal use.

County and all Users shall use the Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. County 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. County 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. Contractor may remove any violating content posted on the Subscription Services or transmitted through the Subscription Services without notice. Contractor may suspend or terminate any User's access to the Subscription Services in the event that Contractor reasonably determines that such User has violated the terms and conditions of this Agreement.

County 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 LMS, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Site or the Content to any User other than those who have authorization to access; (iv) write or develop any derivative works based upon the LMS; or modify, adapt, translate or otherwise make any changes to the LMS 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 Contractor's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Subscription Services; or (viii) remove from any Content or other materials owned by Contractor 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.

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

AGREEMENT

12. NO PUBLICITY OR ENDORSEMENT

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

15. INDEMNIFICATION AND INSURANCE

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

AGREEMENT

18. NON-ASSIGNMENT

Neither party may assign this Agreement and any or all of its rights and obligations herein without the other party's prior written consent, which may not be unreasonably withheld. However, Contractor may assign or transfer this Agreement, and all of its rights and obligations, to a successor in interest or affiliate of Contractor in the event of its merger, consolidation, change in control or similar transaction as a result of Contractor's corporate restructuring, without County's prior written consent.

19. TERMINATION

A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. For Nonappropriation of Funds.

- i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments for services rendered after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate. This provision shall not limit County's obligations to make any payments due prior to the effective date of non-allocation or non-funding.
- ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
- iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

AGREEMENT

2. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

- C. **Upon termination,** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

AGREEMENT

24. NO WAIVER OF DEFAULT

No delay or omission of a party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to a party shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of that party.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

66 6

AGREEMENT

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. COMPLIANCE WITH HIPAA

The parties acknowledge that, under the terms of this Agreement, Contractor does not collect or possess Protected Health Information, as defined in 45 C.F.R. § 160.103, and that Contractor shall not be required to execute a Business Associate agreement or similar agreement. County warrants and represents that it shall not upload in any of the Subscription Services or otherwise provide Contractor or its suppliers access to any such Protected Health Information.

34. MANDATORY DISCLOSURE.

A. Violations of Criminal Law.

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

B. Ownership or Controlling Interest.

As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a *Disclosure of Ownership or Controlling Interest* form provided by County.

AGREEMENT

THIS AGREEMENT INCLUDES:

- I. EXHIBIT A
 - A. EXHIBIT A – Statement of Work
 - B. ATTACHMENT A – Relias Master Services Agreement
- II. EXHIBIT B
 - A. EXHIBIT B – Financial Provisions
 - B. EXHIBIT B-1 – Schedule of Rates
 - C. ATTACHMENT B – Renewal Document
- III. EXHIBIT C – Indemnification and Insurance Provisions

AGREEMENT

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Relias Learning, LLC**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on January 1, 2018.

COUNTY OF SANTA BARBARA:

By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:
Relias Learning, LLC

By: _____
Deputy Clerk

Date: _____

By: _____
Authorized Representative

Name: Bjoern Bauer

Title: Chief Financial Officer

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Director

By: _____
Risk Management

Exhibit A
Statement of Work

THIS EXHIBIT A INCLUDES THE FOLLOWING:

- A. EXHIBIT A – Statement of Work
- B. ATTACHMENT A – Contractor’s Master Service Agreement

Exhibit A

Statement of Work

1. **PERFORMANCE.** Relias Learning, LLC (Contractor) represents that it has the background and work experience to competently provide an e-learning management system platform with training materials and tracking management system (RLMS) to allow for County staff compliance with the International Statistical Classification of Diseases and Related Health Problems ICD 10 requirements (revision by the World Health Organization) in compliance with all pertinent Federal, State, and County Mental Health and Alcohol and Drug Services laws.
2. **SERVICES.** Contractor shall provide the following services in accordance with the terms of Contractor's Master Service Agreement (Attachment A):
 - A. Online courses and e-learning resources specifically designed to meet the following:
 - i. Training needs of human services organizations in areas such as behavioral and mental health, addiction treatment, child welfare, community-based children's programs and a wide array of other social service organizations; and
 - ii. Delivery of online course content that reflects best practices in the industry and helps organizations meet the ever changing demands of compliance, continuing education and workforce development.
 - B. Management System to provide the following:
 - i. Improve training effectiveness and consistency;
 - ii. Ensure compliance with training mandates;
 - iii. Provide high quality continuing education to professional and direct support staff;
 - iv. Meet the accreditation standards for Council on Accreditation (COA), Commission on Accreditation of Rehabilitation Facilities (CARF) and Joint Commission accreditation; and
 - v. Provide crosswalks of the coursework that supports the Accreditation, available upon request.
 - C. Training and continuing education for County's licensed professional staff including nurses, psychologists, social workers, therapists and related clinical professionals; as well as training and continuing education as determined by the County for paraprofessionals such as case managers and other direct service staff; and as applicable support staff, administrative staff, members of Boards of Directors and executive leaders; and

Exhibit A

Statement of Work

- D. Libraries offering summaries of available online training resources that blend with live and classroom based training events for a comprehensive organizational training program. Course offerings available to County shall include:
- i. Library Overview - with detailed descriptions to include:
 - a. A complete list of available courses;
 - b. In-depth explanations of the training library course categories;
 - c. What topic category it is in;
 - d. Course hours for each available training course.
 - e. Accrediting bodies that have approved the course.
 - f. Provide the ability for County to upload course offerings for live classroom based trainings.
 - ii. Accreditation requirements - lists of all of the National and State accreditation requirements and lists of the relevant training courses that would satisfy those requirements.

ATTACHMENT A

RELIAS MASTER SERVICE AGREEMENT

1. KEY DEFINITIONS

“Agreement” or **“MSA”** means this Master Services Agreement, Ordering Documents(s), Statement(s) of Work and such other documents, attachments and exhibits that the parties’ authorized representatives mutually agree to in writing.

“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” or **“SOW”** means the document(s) executed by the parties from time to time, which incorporates by reference the terms of this Agreement and is used in lieu of an Ordering Document to describe a set of work, timeline, and cost estimate for Professional Services.

“Contractor” means Relias Learning LLC.

“County” means the business entity named on the Ordering Document and receiving Subscription Services under this Agreement.

“LMS” means Contractor’s proprietary learning management system and other software access provided in connection with Subscription Services, including the Documentation, modifications, enhancements and new versions thereof.

“Content” means materials provided or posted by Contractor in connection with the Subscription Services, including training courses, tests, assessments, surveys, text, images, graphics, audio and sound recordings, and videos and modifications, enhancements, or new versions thereof.

“Subscription Services” means collectively the LMS Software and any purchased Content accessed through the Site.

“Site” means the web interface at a URL designated by Contractor.

“Professional Services” means consulting, implementation, training or other professional services to be performed by the Contractor described in the attached Implementation Level document, or in one or more additional Ordering Documents mutually agreed to by the parties in writing.

“Project Manager” means the implementation consultant assigned by Contractor to manage the creation and implementation of the Subscription Services for County.

“Users” means those persons who (a) have been authorized by County to access and use the Subscription Services for training and education purposes; (b) have complied with any registration requirements reasonably required by Contractor and have been issued a personal and unique User ID and Password to access and use the Subscription Services. Only current employees and independent contractors of County are eligible to be “Users”.

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

“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

ATTACHMENT A

RELIAS MASTER SERVICE AGREEMENT

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 Contractor 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, create, acquire or otherwise obtain rights in.

2. **USE RIGHTS** (Intentionally omitted here)

3. **SUBSCRIPTION SERVICES**

3.1 **Environment.** The Subscription Services will be hosted on a server that is maintained by Contractor or its designated third party. User access to the Subscription Services is provided through the Site. County 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 infrastructure network with adequate bandwidth.

3.2 **Availability.** Contractor shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events where notice is provided to County, emergency downtime events, or Internet service provider failures or delays. Contractor will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. County acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications; Contractor is not responsible for any delays, delivery failures, or other damage resulting from such problems.

3.3 **Content.** Content purchased, if any, shall be provided by Contractor in the LMS. County is responsible for selecting which Content will be available to authorized Users. Contractor continuously reviews and updates Content based on an ongoing needs analysis. Contractor reserves the right to add, revise, or withdraw from its Content any item or part of an item in its sole discretion.

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

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

3.6 **County Data.** County shall be solely responsible for the accuracy, quality, integrity and legality of data, Modified Content, and Proprietary Content uploaded in the LMS by County. County shall own, subject to the provisions of this Agreement, or shall obtain all proprietary rights necessary, including copyrights, patents, and trade secrets, in and to any content or data it develops or uploads for use in the LMS. County authorizes Contractor and the data center to serve as the host and repository for the data County enters into the LMS.

ATTACHMENT A

RELIAS MASTER SERVICE AGREEMENT

3.7 **Changes.** Contractor reserves the right to add and/or substitute functionally equivalent products in the event of product unavailability, end-of-life, or changes to software requirements. Contractor regularly updates the Subscription Services, meaning that such Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require County to schedule and implement the changes.

4. PROFESSIONAL SERVICES

4.1 **Statements of Work; Change Orders.** Contractor will perform Professional Services according to the Ordering Document as the parties may agree to in writing from time to time. Either party may propose a change order to add to, reduce, or change the Professional Services ordered. Each change order shall specify the change(s) to the Professional Services, the time to perform the Professional Services, and the fees owed to Contractor, due to the change. Once executed by both parties, a change order shall become a part of the Ordering Documents.

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

5. **FINANCIAL TERMS.** (Intentionally omitted here)

6. CONFIDENTIALITY.

6.1 **Confidential Information.** 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. "**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. 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. Contractor may use, for purposes outside of this Agreement, anonymous, de-identified data; however, Contractor 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.

6.2 **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.

ATTACHMENT A

RELIAS MASTER SERVICE AGREEMENT

6.3 (Intentionally omitted here)

7. **OWNERSHIP.** (7.1 – 7.5 intentionally omitted here)

7.6 **County Mark Permission.** During the term of the Agreement, County hereby grants to Contractor a non-exclusive, revocable, worldwide, royalty-free, fully paid-up license to use County's name and logo (collectively referred to as "County Marks") in connection with the marketing of products and services to the County provided by Contractor on Contractor's website. Any other uses shall be pre-approved by County in a signed writing. County grants no other right or license to any other intellectual property owned by County by implication, estoppel or otherwise, unless otherwise provided for in the Agreement. County represents and warrants that it owns all right, title and interest in, to and under the County Marks, and that such County Marks do not infringe or otherwise violate any third-party rights. County agrees to notify Contractor promptly of any and all infringements and/or potential infringements of the County Marks which come to its attention and to give reasonable assistance in preventing and stopping such infringements."

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

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

8.2 **LMS.** Contractor warrants that the LMS will operate in all material respects in conformity with the functional specifications described in the Documentation. "**Documentation**" means the LMS User instructions, release notes and on-line help files in the form generally made available by Contractor to its customers, as updated from time to time by Contractor. 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 County to, and replicable by, Contractor ("**Errors**"), Contractor shall use commercially reasonable efforts to correct Errors. As County's exclusive remedy for any claim under this warranty, County shall promptly notify Contractor in writing of its claim. Provided that such claim is reasonably determined by Contractor to be Contractor's responsibility, Contractor shall, within thirty (30) days of its receipt of County's written notice, (i) correct such Error; (ii) provide County with a plan reasonably acceptable to County for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Contractor, then Contractor or County may terminate the affected Subscription Services, and County 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 Contractor's entire liability and County's exclusive remedy for cure of the warranty set forth herein in this Section 8.2. If County elects not to terminate the Subscription Services, County waives all rights for the applicable warranty cure set forth herein. Contractor 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 Contractor; (ii) Contractor's adherence to County's specifications or instructions; (iii) Errors caused by or related to Internet connections; (iv) County 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 Contractor.

ATTACHMENT A

RELIAS MASTER SERVICE AGREEMENT

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

8.4 EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, ALL SUBSCRIPTION SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED ON AN 'AS IS AS AVAILABLE' BASIS. CONTRACTOR, 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, CONTENT, 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 CONTRACTOR, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CONTENT IS NOT DESIGNED OR INTENDED TO MEET ALL OF ITS OR ITS USERS' TRAINING AND EDUCATIONAL NEEDS OR REQUIREMENTS, INCLUDING TRAINING AND EDUCATION THAT IS REQUIRED UNDER APPLICABLE LAWS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES PROVIDED HEREUNDER TO ACHIEVE ITS INTENDED RESULTS.

CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY OF ALL MODIFIED CONTENT AND PROPRIETARY CONTENT AND SHALL BE SOLELY LIABLE FOR ALL USE OF MODIFIED CONTENT AND PROPRIETARY CONTENT BY ITS USERS.

CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND ITS DATA. ACCORDINGLY, CONTRACTOR CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

CUSTOMER ASSUMES SOLE RESPONSIBILITY AND LIABILITY FOR ANY USERS' COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER 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. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SERVICES ARE NOT INTENDED TO PROVIDE MEDICAL ADVICE, OPINIONS, DIAGNOSIS, OR A

ATTACHMENT A

RELIAS MASTER SERVICE AGREEMENT

SUGGESTED COURSE OF TREATMENT. CUSTOMER 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. CUSTOMER ACCEPTS ALL LIABILITY FOR SUCH DIAGNOSIS OR TREATMENT. CONTRACTOR SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'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, CONTRACTOR'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THIS AGREEMENT) TO CUSTOMER AND USERS FOR ANY CLAIM BY CUSTOMER 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 CONTRACTOR, ITS LICENSORS AND SUPPLIERS BE LIABLE TO CUSTOMER 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 8 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

9 **INDEMNIFICATION.** (Intentionally omitted here)

10 **TERM AND TERMINATION.** (Intentionally omitted here)

11 **GENERAL PROVISIONS.** (11.4 and 11.7-11.15 intentionally omitted here)

11.1 **Suspension.** Contractor will be entitled to suspend any or all Subscription Services and Professional Services upon thirty (30) days written notice to County in the event County is in breach of this Agreement. Contractor may impose an additional charge to reinstate service following such suspension.

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 all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this subsection, such as without limitation, 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.

ATTACHMENT A

RELIAS MASTER SERVICE AGREEMENT

11.3 **Subcontractors.** Contractor may subcontract or delegate Subscription and/or Professional Services to any third party without County's prior written consent, provided that Contractor shall remain responsible to County for any services for which it subcontracts or delegates. In the event that either party discovers a potential conflict of interest with a subcontractor, County may without prior written consent terminate the contract.

11.4 **Assignment.** (Intentionally omitted here)

11.5 **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.

11.6 **Compliance.** Contractor reserves the right to utilize data stored by County in the LMS to verify compliance with the terms of this Agreement. Contractor may monitor the usage, performance and operation of the Subscription Services using electronic, remote and other means and without notice to County.

11.7 **Notices.** (Intentionally omitted here)

11.8 **Relationship.** (Intentionally omitted here)

11.9 **Invalidity.** (Intentionally omitted here)

11.10 **No Waiver.** (Intentionally omitted here)

11.11 **Entire Agreement.** (Intentionally omitted here)

11.12 **No Third Party Beneficiaries.** (Intentionally omitted here)

11.13 **Governing Law and Venue.** (Intentionally omitted here)

11.14 **Headings and Drafting.** (Intentionally omitted here)

11.15 **Counterparts.** (Intentionally omitted here)

11.16 **Notice of U.S. Government Restricted Rights.** If the County hereunder is the U.S. Government, or if the LMS is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the LMS is 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)."

EXHIBIT B
FINANCIAL PROVISIONS

THIS EXHIBIT B INCLUDES THE FOLLOWING:

- A. EXHIBIT B – Financial Provisions
- B. EXHIBIT B-1 – Schedule of Rates
- C. ATTACHMENT B – Renewal Document

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Rates)

1. Contract Maximum Value. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$115,851** over the 24 months of the Agreement.
2. Payment for Services. Payment for services and/or reimbursement of costs shall be made upon Contractor's performance, based upon the scope and methodology contained in EXHIBIT A. Payment for services shall be based upon the expenses and hourly rates for personnel, as defined in EXHIBIT B-1. Invoices submitted for payment that are based upon EXHIBIT B-1 must contain sufficient detail and provide supporting documentation to enable an audit of the charges.
3. Proper Invoice. Contractor shall submit to County's Designated Representative an monthly invoice or certified claim on the County treasury for the service performed over the period specified. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing.
 - A. The invoice must show the Board Contract number, the services performed or detailed statement of purchases with receipts, the rate and authorization form, if applicable.
 - B. Exhibit B1 aligns with the County's fiscal calendar but services are billed monthly based on an annual total fee of \$56,424.86 which does not include the Subscription Service fee of \$3,000 assessed not more than once in 12 months and not to exceed the total maximum contract amounts listed above for each County Fiscal year.
 - C. **Fees and Payment Terms; Taxes.** Fees and payment terms are specified in the applicable Ordering Document. All payments made hereunder shall be in US Dollars. Contractor may, after the first twelve (12) months of the initial term, and not more than once in a twelve (12) month period, modify the fees for Subscription Services upon sixty (60) days written notice. Unless otherwise specified in the Ordering Document, payment of all fees is due thirty (30) days after the invoice date. Failure to make timely payments shall be a material breach of the Agreement and Contractor will be entitled to suspend any or all services hereunder upon thirty(30) days written notice to County and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Contractor. Unless expressly provided otherwise, prices do not include taxes. County agrees to pay any federal, state or local sales, use, personal property, excise taxes or other taxes arising out of this Agreement.
 - D. **Subscription Metrics.** County 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 represent minimum amounts that County has committed to for the Subscription Service Term (as defined in Additional Subscription Metrics must be purchased in units with a minimum of ten (10) in the event actual use exceeds the licensed quantity, at Contractor's then- current fees. Additional Subscription Metrics, if any, are prorated for the remainder of the then-current Subscription Services Term of the applicable Ordering Document. There shall be no fee adjustments or refunds for any decreases in usage during Subscription Services Term.

EXHIBIT B

PAYMENT ARRANGEMENTS

E. **No Contingencies.** County 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 Contractor regarding future functionality or features.

F. County's Designated Representative:

Santa Barbara County
Department of Behavioral Wellness
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
ap@sbcbswell.org

4. Correction of Work. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

EXHIBIT B1*

Fiscal Year 17-18: January 1, 2018 - June 30, 2018				
<u>Type of Service</u>	<u>Subscription Type</u>	<u>Cost Per Unit</u>	<u>Units of Service</u>	<u>Total Maximum Contract Value</u>
Relias Learning Management System Portal	License	\$14.62 per user per year	500	\$3,655
Behavioral Health Essential	Library	\$98.23 per user per year	500	\$24,557.50
Subscription Total (Based on a 6 months):				\$28,212.50
FY 17-18 Maximum Annual Contract Amount Not to Exceed:				\$28,213

Fiscal Year 18-19: July 1, 2018 – June 30, 2019				
<u>Type of Service</u>	<u>Subscription Type</u>	<u>Cost Per Unit</u>	<u>Units of Service</u>	<u>Total Maximum Contract Value</u>
Relias Learning Management System Portal	License	\$14.62 per user per year	500	\$7,310
Behavioral Health Essential	Library	\$98.23 per user per year	500	\$49,115
Subscription Service Fee	*Not more than once in 12 months and not to exceed amount listed			\$3,000*
Yearly Annual Subscription Total:				\$59,425
FY 18-19 Maximum Annual Contract Amount Not to Exceed:				\$59,425

EXHIBIT B1*

Fiscal Year 19-20: July 1, 2019 – December 31, 2019				
<u>Type of Service</u>	<u>Subscription Type</u>	<u>Cost Per Unit</u>	<u>Units of Service</u>	<u>Total Maximum Contract Value</u>
Relias Learning Management System Portal	License	\$14.62 per user per year	500	\$3,655
Behavioral Health Essential	Library	\$98.23 per user per year	500	\$24,557.50
Subscription Total (Based on a 6 month period):				\$28,212.50
FY 19-20 Maximum Annual Contract Amount Not to Exceed:				\$28,213
FY 17-20 Maximum Contract Amount Not to Exceed:				\$115,851

*Exhibit B1 aligns with the County’s fiscal calendar but services are billed quarterly based on an annual total fee of \$56,424.86 which does not include the Subscription Service fee of \$3,000 assessed not more than once in 12 months and not to exceed the total maximum contract amounts listed above for each County Fiscal year.

ATTACHMENT B



Renewal Document

Santa Barbara County Department of Behavioral Wellness
315 Camino del Remedio
Santa Barbara, CA 93110

Relias Learning LLC
111 Corning Rd., Ste. 250
Cary, NC 27518



Billing Frequency: Quarterly
Renewal Subscription Start Date is: 1/1/2018

Table with 4 columns: Name, Subscription Type, Subscription Metric, Subscription Quantity. Rows include LMS Portal and Behavioral Health Essentials 505.

Year 1 Annual Subscription Total \$ 56,424.86

PRICING EXPIRES IF NOT EXECUTED BY 12/31/2017
This Renewal Document is subject to the terms and conditions of the MSA (hereinafter defined)
Signature page follows

CONFIDENTIAL

For questions or additional information on this quote, please contact:
Phone: 919-655-7773

Quote Prepared for: Santa Barbara County Dept of Behavioral Wellness

ATTACHMENT B

RENEWAL DOCUMENT SIGNATURE PAGE

Effective as of 1/1/2018 ("Renewal Document Effective Date"), this Renewal Document supplements and amends the prior Master Services Agreement ("Agreement") between Relias Learning LLC and Santa Barbara Department of Behavioral Wellness, dated March 1st, 2016.

By its signature below, each party represents that, except as amended by this Renewal Document, all of the terms, conditions, and covenants of the Agreement shall remain in full force and effect. Any inconsistencies between this Renewal Document and the Agreement shall be governed by this Renewal Document. Any terms used but not defined in this Renewal Document will have the meanings ascribed in the Agreement.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Renewal Document, and each such party and its representative warrant that such representative is duly authorized to execute and deliver this Renewal Document for and on behalf of such party.

**Santa Barbara County
Department of Behavioral Wellness**

Relias Learning LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C

Indemnification and Insurance Requirements (For This Contract Only)

INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless COUNTY and its principals, officers, directors, agents, and employees (the "COUNTY Indemnified Parties"), and at CONTRACTOR's option, either defend COUNTY Indemnified Parties or pay their attorney's fees and court costs, from any loss, cost, damage, or expense incurred by COUNTY that is finally awarded by a court of law to any third party as a result of a claim 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 COUNTY, (ii) the combination of the Subscription Services with any other process, hardware, software, data, or functionality, (iii) any data or content communicated using such Subscription Services; or, (iv) any use of the Subscription Services by COUNTY in a manner inconsistent with the documentation or instructions provided by CONTRACTOR or otherwise in breach of this Agreement. The indemnification made hereunder is solely provided upon the following conditions: (i) CONTRACTOR controls any settlement or any suit or claim indemnified hereunder and CONTRACTOR's prior written approval is obtained prior to any settlement by COUNTY; (ii) CONTRACTOR is promptly informed of any third party claim indemnified hereunder; and, (iii) COUNTY ceases any alleged infringing activity upon actual or constructive notice of any claim or allegation of infringement.

INSURANCE

CONTRACTOR shall maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as if applicable:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 or equivalent covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

EXHIBIT C

Indemnification and Insurance Requirements (For This Contract Only)

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it, but only to the extent of COUNTY'S vicarious liability for the acts or omission of CONTRACTOR or its employees
2. **Notice of Cancellation** – CONTRACTOR shall not cancel the policy without written notice to the COUNTY by CONTRACTOR.
3. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
4. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement.
5. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of contract work.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.