

EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS

I. PURPOSE

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Relias (“CONTRACTOR”) shall provide to Monterey County Health Department Behavioral Health Bureau (“COUNTY”) a licensed web-based learning management platform system related to mental health and substance use treatment specific to California laws and regulations and Medi-Cal requirements. This system provides continuing education for Behavioral Health staff and providers, tracks enrollment and attendance for live courses, and auto populates certificates of attendance and continuing education. The purpose of the platform is to reduce training costs, increase productivity, strengthen compliance, mitigate risk, and improve service quality among healthcare professionals

II. PERIOD OF PERFORMANCE

Subject to other AGREEMENT provisions, the period of performance under this AGREEMENT shall be from **July 1, 2026 to June 30, 2029**.

III. SCOPE OF SERVICES

Relias Platform features Scalable and modular architecture, Intuitive, web-based, secure cloud design, and SCORM compatibility. The platform provides both an Administrator and Learner Experience.

A. IMPLEMENTATION PREMIER

1. Overview

Subscription start date of July 1, 2026. The CONTRACTOR will perform the Professional Services as described in this Scope of Services

2. Project Scope

CONTRACTOR will provide the Professional Services for the implementation and set-up of the COUNTY’s Relias Platform Site (“Project”).

The Professional Services detailed in Section 3 may require additional scoping prior to the commencement of the Project to fully understand the COUNTY’s technical requirements as the scope was developed based on details shared by the COUNTY prior to the Agreement effective date.

The Project Scope assumes a single implementation of all of the COUNTY’s locations in the Project Scope. If the COUNTY desires to implement the Project in phased rollouts of each COUNTY location, additional fees may be assessed if the phased rollouts significantly impact the timeline of the Project. Any such changes to the Project will be discussed by both Parties and the changes will be reflected in an amendment as defined by the Section V Payment Provisions.

2. Project Plan

A. Project Management

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

The IC will prepare an estimated timeline for the Project. Client Liaison and the IC will jointly review and agree upon the timeline, including deliverables and requirements from CONTRACTOR and/or the COUNTY to meet the Project timeline.

With an emphasis on efficiency and long-term Client success, the Relias Implementation methodology has streamlined the process into the following Phases. All Projects will be implemented concurrently.

B. Project Phases: Technical Implementation of Relias Platform

(1) Design: Pre-Work, Overview, & Kick Off

- Upon initiation of the Project, the IC will provide a template to the Client Liaison which will include required information for the configuration and set up of the Site (“Business Requirements Form”).
- The IC will contact the Client Liaison to make introductions and organize Kickoff call.
- The IC will set up the Client Liaison and/or other Client Administrators in the Site.
- Draft a detailed Project Plan and/or timeline with key tasks and milestones.

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

- Agreement highlights and project goals with the key stakeholders identified by Client Liaison.
- The Project Plan / Timeline - modifications are made with the intent to gain agreement on the plan.
- A review of the Business Requirements Document
- An introduction to the Client’s Relias Site for Learning.
- The User bulk load process, and User bulk load spreadsheet.
- Organizational hierarchy layout and alignment needed to achieve the enrollment and reporting requirements.
- Discuss Amendment process, expectations, and constraints of process.

(2) Develop: Development & Configure

Upon agreement of the Parties to the Business Requirements Document, IC will set up the Client’s Site(s) as follows:

In Scope?	Item	Description	Work in Scope
Y	Initial User Data Import and Transformation	<ul style="list-style-type: none"> • Import Client’s User data using the Relias bulk upload process • Adjust Client’s User Data to conform to the Relias User Import Template 	Adjustment of Client User Data formatting to conform to the Relias User Import Template and initial Import into Client Relias Platform Site. Perform testing and a quality check to ensure that all data is successfully imported into the Site.
Y	Hierarchy	The Hierarchy is a tool that allows you to organize and manage the reporting structure of your organization in the Relias Platform. The Hierarchy dictates which users Supervisors can access and receive training alert emails for.	Build the Hierarchy within the Site based on Client’s organizational reporting structure requirements.
Y	Training Plans	A training plan is a grouping of one or more modules that can be assigned to Users. They have various configurations such as start dates, acceptance windows, and recurrences	Configure up to 20 Training Plans for each of Client’s Org IDs based on Client’s requirements.
Y	Auto-Enrollments	Auto enrollment profiles are a Relias recommended best practice. This sets certain parameters by which users are automatically enrolled or unenrolled.	Configure up to 5 Auto Enrollments profiles for each Training Plan within the Project Scope.
Y	Saved Reports	Client’s Site includes a set of standard reports. The functionality to save a report creates an easier process to track compliance of your staff. Commonly run reports can be saved and accessed with one	Configure up to 10 Saved Reports

		click once you have logged in to the Relias Platform.	
Y	Automated Reports	For any report that is saved, it can be scheduled to automatically be sent to a designated email address and others via a weekly or monthly email	Configure up to 10 Automated Reports and their distribution list
Y	Client Created Courses	Client created courses (pptx, docx, pdf) that cover client specific topics.	Import up to 40 client created courses and exams into the Site.

A. Historical Data Upload

- a) CONTRACTOR will import historical completion data for up to 100,000 Completions.
- b) COUNTY will provide CONTRACTOR with the historical data to upload into COUNTY’s Relias site.
- c) CONTRACTOR shall review data for errors and communicate adjustments needed with the COUNTY.
- d) After any adjustments and agreement by the Parties that the testing is complete, CONTRACTOR will complete the upload historical data into COUNTY’s Site.
- e) CONTRACTOR will quality check and review with COUNTY to ensure accuracy and completion.

3. Testing

- (a) COUNTY is responsible for reviewing and testing all work, configuration, development and deliverables under this SOW and Business Requirements Document pursuant to acceptance criteria or testing plans mutually agreed upon by the Parties.
- (b) COUNTY will provide CONTRACTOR with written notification (via email) of acceptance of each deliverable within five (5) business days upon acceptance; however, failure to reject a deliverable after said five day period shall be deemed acceptance.
- (c) If COUNTY, in its reasonable and good faith judgment, determines that any submitted deliverable does not satisfy the agreed-upon acceptance criteria as specified in this SOW or Business Requirements Document, COUNTY shall notify CONTRACTOR in writing within 10 business days after CONTRACTOR’s submission of the deliverable, together with explanation of any deficiencies.
- (d) CONTRACTOR will use commercially reasonable efforts to correct such deficiencies and resubmit the deliverable to the COUNTY as soon as practicable. COUNTY will review and test the deliverable against the agreed-upon acceptance

criteria and detail any deficiencies to CONTRACTOR in writing within 10 business days after resubmission of the deliverable.

- (e) If the Parties determine that a deliverable's functional requirements specified in this SOW or Business Requirements Document require modification (for example, due to incorrect assumptions or changed requirements), the Parties will cooperate in good faith to execute a Amendment for such revised requirements.
- (f) COUNTY remains responsible for final configuration of its Site and compliance with its policies. COUNTY shall also remain responsible for compliance with State and Federal regulatory policies, and Relias does not warrant continuing compliance with State regulatory policy.

4. Training

- (1) During this phase, the IC will conduct training calls with the COUNTY. CONTRACTOR uses a remote, train-the-trainer model so that the COUNTY can involve as many administrative Users in the process as they would like. After completion of the series of trainings, the COUNTY will be able to administer the Relias site for Learning to their User base.
- (2) The IC will furnish training materials the COUNTY can use to train and these resources remain available, so the COUNTY will have them for new staff joining its organization.
- (3) The Go Live plan will cover how and when the Relias site for Learning will be rolled out to COUNTY's Users and will include templates for welcome letters and other documents to help ensure a smooth rollout.

5. Out of Scope Exclusions

Based on the CONTRACTOR's current understanding of COUNTY's requirements, the following tasks are out of scope, and will not be executed as part of this project (additional Scopes of Work may be created to cover future initiatives).

Unless specifically provided for in the Project Plan, this SOW does not include the following services:

- a. Web Services/API
- b. Single Sign On
- c. Consulting Services
- d. Managed Services
- e. Company building of Client Competency Evaluations

This SOW includes only those services and deliverables provided by CONTRACTOR to COUNTY, and does not include and third party services, licenses, or fees.

COUNTY acknowledges they are solely responsible for any third-party fees associated with COUNTY's use or integration of the Services.

6. Scope, Assumptions, and Risks

- A.** COUNTY will timely resolve technical obstacles within COUNTY's control.

- B.** All Professional Services are provided through remote access unless specifically contracted for on-site work.
- C.** Estimates in this SOW assume that COUNTY personnel with appropriate technical knowledge and administrative access to COUNTY systems are available to work with IC throughout the project.
- D.** IC will have reasonable access to the appropriate people and resources required to complete the contemplated work.
- E.** Unknown risks: Until Design is complete, there may be other unknown requirements of design, complexity, and workflow. There may be unanticipated risks due to limited information available from scoping meetings to create the estimate.
- F.** COUNTY acknowledges that any custom functionality delivered under this SOW is not guaranteed to be compatible with future software versions and that an upgrade of such functionality to a future version of software may require additional fees under a new SOW.
- G.** COUNTY acknowledges that the estimates in this SOW assume that the key COUNTY personnel involved in the development and negotiation of this SOW will continue to work with the IC through the end of the SOW. If key COUNTY personnel change before the completion of the SOW, then CONTRACTOR reserves the right to charge additional fees for any additional meetings, trainings, or an increase in total hours.

7. COUNTY Responsibilities

COUNTY understands that the success of this Project is a collaborative effort and includes certain actions, which are not under the CONTRACTOR's control. In addition to any other responsibilities or duties described in this proposal, below is a list of COUNTY Responsibilities that if not performed or prove to be incorrect or untrue, may impact the project schedule, fees, and expenses, deliverables, or level of effort required and result in delays to the project and increased cost to the COUNTY.

- A.** COUNTY will designate a Client Liaison (listed below):

Name: LeeAnn Jones, LCSW

Title: Training & Workforce Development Manager

Email: JonesL3@countyofmonterey.gov

Phone: (831)755-4321

- B.** The Client Liaison will be the primary point of contact for the IC to work with and designate any other persons needed to complete the project in a reasonable and timely manner. The Client Liaison will make all necessary and reasonable efforts to make themselves available for meetings and other jointly scheduled events.
- C.** Client Liaison will possess appropriate skills, have access to all necessary Client resources, and provide all needed documents and information to the IC in a timely manner.

- D. Client Liaison will provide timely responses to requests and questions in order to keep the project moving. If the Client Liaison is unable to respond for 30 days, Relias reserves the right to close the project until appropriate resources can be obtained. After the project is closed, technical resources will be reassigned and unavailable to the COUNTY.

8. Change Control Procedure

In the event the parties determine that the Scope of Work requires significant modification, the party that identifies the need for a change will notify the other party in writing. CONTRACTOR will then prepare a Change Order outlining any assumptions, fees associated with the additional Professional Services, and impacts on the Project Plan. Any modification of any material term of this SOW (such as change in Scope or change in fees) will not be binding except in a fully executed amendment to this agreement.

B. Training Delivery Platform/LMS

1. Administrator's Experience

Facilitates simplified assignment, monitoring, and reporting of staff training

- Capabilities:
 - Assignment of all training types (online, compliance, live, custom)
 - Progress tracking for all staff
 - Creation of organizational and individualized training plans
 - Due date assignment with alerts for upcoming and overdue training
 - Uploading Custom content
- Tools Included:
 - Reporting functionality
 - Real-time dashboards
 - License and certification tracking

2. Learner Experience

Enhances learner engagement and promotes continuous professional development

- Features:
 - Cross-device accessibility to increase employee engagement
 - Multi-modal course delivery for varied learning approaches
 - Automated post-training reinforcement tools (BrainSparks©)
- Tools Included:
 - License and certification tracking
 - Mobile application access
 - Gamification elements

3. User Roles

- Hierarchical role-based access controls:
 - Administrators: Full system permissions (Learning, User, Enrollment, and Report Management)
 - Instructors: Complete Learning Management and Enrollment Management permissions

- Supervisors: Limited User Management with full Enrollment and Report Management for subordinate users
- Learners: Course access and transcript viewing rights
- Organizational hierarchy implementation reflecting client company structure
- Automated notification system based on hierarchical relationships
- Unlimited users at each hierarchy level with single-level assignment per user

4. Content Library

Library may be updated, including the addition of new modules and archiving of existing modules. The Relias solution enables organizations to:

- Access a broad selection of courses
- Orient employees quickly and easily
- Enhance remote staff access to training
- Streamline course tracking, management and reporting
- Meet accreditation and regulatory requirements
- Standardized competency tracking
- Track license renewals and provide Continuing Education

5. Behavioral Health Content Library

Provides mental health and substance use clinicians, clinical supervisors, paraprofessionals, and other staff a wide array of course topics in their specialty area.

- Evidence-based treatment practices
- Trauma-informed care
- Suicide prevention
- Substance use treatment
- Paraprofessional staff and peer support
- Licensed mental health clinicians

IV. DESIGNATED CONTRACT MONITOR

LeeAnn Jones
 Training and Workforce Development Manager
 1611 Bunker Hill Way Suite 120, Salinas, CA 93901
 (831) 755-7321

V. PAYMENT PROVISIONS

A. COMPENSATION/ PAYMENT

CONTRACTOR’s compensation for services rendered shall be based on the following fee schedule:

Services FYs 2026-29	Quantity	Rate	Total Amount
One Time Implementation Premier Fee	1	\$ 10,000.00	\$ 10,000.00

One Time Historical Data Fee	1	\$3250.00	\$ 3,250.00
Subscription Service: BCH Solutions- Behavioral Health Services (750 users/year)	2,250	\$74.24	\$ 167,040.00
TOTAL			\$ 180,290.00

B. PAYMENT CONDITIONS

- A. The Contractor shall submit invoices on a biannual basis, with two invoices issued per year. Invoices shall be submitted on July 1 and January 1 of each year, beginning July 1, 2026, and continuing through June 30, 2029, unless amended in writing by mutual agreement of the Parties.
- B. Fee schedule rates will cover all expenses related to the services including preparation and supplies/materials. These rates are all-inclusive.
- C. There shall be no travel reimbursement allowed during this Agreement.
- D. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the Monterey County Health Department. Specifically, CONTRACTOR shall submit its invoice on Exhibit D – Invoice Form to the COUNTY.
- E. CONTRACTOR shall submit via email a bi-annual claim using Exhibit D – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

V. CONTRACTORS BILLING PROCEDURES

- A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- B. COUNTY shall review and certify CONTRACTOR’S Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.
- C. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty

(20) days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

VI. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed **\$180,290.00** for services rendered under this Agreement for the period of **July 1, 2026 to June 30, 2029**.

B. Maximum Liability Amount:

TERM	AMOUNT
July 1, 2026 – June 30, 2029	\$180,290.00
MAXIMUM LIABILITY AMOUNT	\$180,290.00

EXHIBIT B: INVOICE FORM

EXHIBIT G: COST REIMBURSEMENT INVOICE FORM				Monterey County Behavioral Health				
Contractor :	Relias, LLC			Invoice Number :	_____			
Address Line 1	1010 Sync Street, Suite 100			County PO No.:	_____			
Address Line 2	Morrisville, NC 27560			Invoice Period :	_____			
Tel. No.:	877-200-0020			Final Invoice (Check if Yes) <input type="checkbox"/>				
Fax No.:	_____							
Contract Term:	July 1, 2026 - June 30, 2029							
BH Division :	_____							
Rates of Payment	Units	Rate	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested FY to Date	Dollar Amount Remaining	% of Total Contract Amount	
BCH Solutions - Behavioral Health Services							#DIV/0!	
Implentation Premier								
Historical Data							#DIV/0!	
TOTALS							#DIV/0!	
<p>I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract claims are maintained in our office at the address indicated.approved for services provided under the provision of that contract. Full justification and backup records for those</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Send to: MCHDBHFinance@co.monterey.ca.us</p> <p style="text-align: center;">Authorized Signatory _____ Date : _____</p>								

ADDENDUM

to Agreement (“Agreement”)
by and between Relias LLC (“CONTRACTOR”)
and County of Monterey, on behalf of the
County of Monterey Health Department, Behavioral Health Bureau (“COUNTY”)

This Addendum, dated as of the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between CONTRACTOR and COUNTY. This Addendum has the full force and effect as if set forth within the Agreement. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, CONTRACTOR and COUNTY agree that the Agreement service terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 3.02. Section 3.02 is hereby deleted in its entirety and replaced with the following:

Following the initial 12-month term, the County reserves the right to cancel this agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately. Upon any such termination, County shall be entitled to refund of amounts prepaid by County and relating to periods following termination.

2. Section 5.01. Section 5.01 is hereby deleted in its entirety and replaced with the following:

CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

3. Section 5.04. Section 5.04 is hereby added to 5.0 PERFORMANCE STANDARDS as a new section to this Agreement as follows:

Except as expressly stated in this section 5, all services are provided on an as is, as available basis. Contractor, its licensors, third-party subcontractors, and suppliers expressly disclaim, to the maximum extent permitted by law, all warranties, express or implied, oral or written, including, without limitation, (i) any warranty that any software, database, subscription services, deliverables, or professional services are error free, accurate, reliable, will operate without interruption, or that all errors will be corrected, or that subscription services will comply with any law, rule, or regulation; (ii) implied warranties of merchantability, fitness for a particular purpose; and (iii) 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. Contractor disclaims all liability or loss arising out of any action taken in reliance on its site, content, assessments, products, or subscription

or professional services.

4. Section 5.05. Section 5.05 is hereby added to 5.0 PERFORMANCE STANDARDS as a new section to this Agreement as follows:

As between contractor and County, County assumes sole responsibility and liability for its users' compliance with the terms and conditions of this agreement. Contractor shall have no liability for any claims, losses, or damages arising out of or in connection with County's or any of its users' use of the subscription or professional services alone or in combination with any third-party products, services, software, or web sites, including those that are accessed via links from within subscription services.

5. Section 6.02. Section 6.02 is hereby deleted in its entirety and replaced with the following:

Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of sixty (60) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6. Section 6.04. Section 6.04 is hereby deleted in its entirety and replaced with the following:

CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the relevant period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7. Section 7.01. Section 7.01 is hereby deleted in its entirety.

8. Section 7.02. Section 7.02 is hereby deleted in its entirety and replaced with the following:

Either party may terminate the Agreement immediately upon written notice (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified in writing of such breach; "Material breach" on the part of CONTRACTOR includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for material breach, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

9. Section 8.0. Section 8.0 is hereby deleted in its entirety and replaced with the following:

INDEMNIFICATION AND LIMITATION OF LIABILITY

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) arising out of the CONTRACTOR's alleged infringement or misappropriation of a third party's U.S. patent, U.S. copyright, U.S. trademark, or U.S. trade secret. CONTRACTOR shall have no indemnity obligation to County where the alleged infringement or misappropriation arises from (i) a modification of services as delivered to County; (ii) the combination of services with any other process, hardware, software, data, or functionality; (iii) any County-originating data or content communicated using such services; or (iv) any use of services by County in a manner inconsistent with the documentation or instructions provided by CONTRACTOR or otherwise in breach of this Agreement.

Contractor's total liability (including attorneys' fees awarded under this agreement) to county for any claim by county 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, or its suppliers be liable to county or 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.

10. Section 9.03. Section 9.03 Commercial General Liability Insurance and Professional Liability Insurance is hereby deleted in its entirety and replaced with the following:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products and Completed Operations, with a limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

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

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

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

11. Section 9.04. Section 9.04 Other Requirements, Additional Insured Status, and Worker's Compensation Waiver of Subrogation is hereby deleted in its entirety and replaced with the following:

Other Requirements:

Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of one year following the date the CONTRACTOR completes its performance of services under this Agreement.

Each subcontractor, if any, performing work under this Agreement must have identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insured on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, but only to the extent of liability falling within CONTRACTOR's indemnity obligations pursuant to the terms of this agreement. Auto liability coverage shall be provided in the form of a blanket endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insured on the commercial general liability policy with respect to liability arising out of work or operations performed under this Agreement by the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy hereunder shall contain a blanket waiver of subrogation. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and copies of blanket endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the

CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance as soon as is reasonably practicable after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

12. Section 10.1. Section 10.1 is hereby deleted in its entirety and replaced with the following:

Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement. Required user login data ("Client Data") is excluded from the definition of Confidential Information. CONTRACTOR may use, for any purpose, Client Data or data arising out of a combination of Client Data and Subscription or Professional Services, so long as the relevant data has been anonymized and de-identified; however, CONTRACTOR agrees not to use or disclose this information to the extent prohibited by applicable law.

13. Section 10.5. Section 10.5 is hereby deleted in its entirety

14. Section 10.7. Section 10.7 is hereby added to 10.0 RECORDS AND CONFIDENTIALITY as a new section to this Agreement as follows:

No Protected Health Information. County will not provide CONTRACTOR with access to any Protected Health Information (as defined in 45 CFR § 160.103, PHI). CONTRACTOR reserves the right not to accept access to Client Data that contains PHI. County represents and warrants that: (i) County has the right and authority necessary to provide the Client Data to CONTRACTOR as provided hereunder, (ii) County will disclose to CONTRACTOR only such Client Data as Client is authorized to disclose to CONTRACTOR, and (iii) such disclosure will be provided at all times in compliance with all applicable law, including, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191, and regulations promulgated thereunder by the U.S. Department of Health and Human Services, each as amended from time to time (HIPAA). The parties acknowledge that, under the terms of this Agreement,

CONTRACTOR does not collect or possess PHI, 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 PHI.

15. Section 16.01. Section 16.01 is hereby deleted in its entirety.

16. Section 16.06. Section 16.06 is hereby deleted in its entirety and replaced with the following:

Assignment and Subcontracting: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement. CONTRACTOR may assign all or part of its rights or obligations under this Agreement to a successor of interest as a result of merger, acquisition, or corporate restructuring without County's consent, provided that CONTRACTOR delivers at least thirty (30) days written notice to County of any such assignment.

17. Section 16.09. Section 16.09 is hereby deleted in its entirety

18. Section 16.10. Section 16.10 is hereby deleted in its entirety and replaced with the following:

Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.

19. Section 18.0. Section 18.0 is hereby added as a new section to this Agreement as follows:

18.0 DEFINITIONS

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

18.2 **Intellectual Property** means any and all intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, 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, acquire, or otherwise obtain rights in.

18.3 **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.

18.4 **Professional Services** means consulting, implementation, training, creation of custom Content, or other professional services to be performed by the CONTRACTOR. Professional Services will be described in an Ordering Document executed by the parties.

18.5 **Site** means the web interface at a URL designated by CONTRACTOR.

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

18.7 **User(s)** means those persons who (i) have been authorized by County to access and use Subscription Services and Professional Services; (ii) have complied with any registration requirements reasonably requested by CONTRACTOR; (iii) have been issued a personal and unique User ID and password; and (iv) have acknowledged the terms and conditions applicable to Subscription Services. Only current employees and independent contractors of County are eligible to be Users.

20. Section 19.0. Section 19.0 is hereby added as a new section to this Agreement as follows:

19.0. USE RIGHTS

19.1 **Grant of Use.** Subject to the terms of the Agreement, CONTRACTOR grants to County the right to access and use Subscription Services, solely for its internal business purposes and solely in connection with the personal training, analysis, or assessment of its Users or business.

19.2 **Authorized Users.** 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. Activating and deactivating Users as a method of keeping the number of Users within range of the Subscription Metrics shall be a material breach of the Agreement.

19.3 **Acceptable Use.** County and all Users shall use Subscription Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. County agrees and shall ensure that Users do not 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 or 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 do not interfere or disrupt networks connected to Subscription Services, do not interfere with another entity's use of similar services, and comply with all regulations, policies, and procedures of networks connected to Subscription Services. CONTRACTOR may remove any violating content posted on Subscription Services or transmitted through Subscription Services without notice. CONTRACTOR may suspend or terminate any User's access to Subscription Services if CONTRACTOR determines that such User has violated the terms and conditions of this Agreement. County is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized User. As between the parties, County is entirely responsible for 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.

19.4 Restrictions. 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, Subscription Services, Content, or 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 Subscription Services or Content, in whole or in part; (iii) allow access to, provide, divulge, or make available the Site, Subscription Services, or Content to anyone other than an authorized User; (iv) create derivative works based upon Subscription Services or Content, or modify, adapt, translate, or otherwise make any changes to Subscription Services, Content, or any part thereof; (v) use 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 Subscription Services; or (vii) remove from any Subscription Services 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. 2.5 Enforcement. County shall (i) ensure that all Users of Subscription Services comply with the terms and conditions of this Agreement, (ii) promptly notify CONTRACTOR of any actual or suspected violation thereof, and (iii) cooperate with CONTRACTOR with respect to investigation and enforcement of the Agreement. County shall be solely responsible for all acts and omissions of its Users in connection with their access and use of Subscription Services.

19.6 Environment. Subscription Services will be hosted on a server that is maintained by CONTRACTOR or its designated third-party subcontractor. User access to Subscription Services is provided through the Site. County is solely responsible for obtaining and maintaining, at its own expense, all equipment and services needed to access the Site.

19.7 Availability. CONTRACTOR shall use commercially-reasonable efforts to make Subscription Services continually available 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 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.

19.8 Content. Access to Content, if applicable, shall be provided by CONTRACTOR through Subscription Services. 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.

19.9 Site 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 contact shall be able to train and support Users on the use of Subscription Services (Site Administrator). The Site Administrator shall be the primary point of contact with CONTRACTOR on all issues related to Subscription Services.

19.10 County Data Responsibilities. County shall be solely responsible for the accuracy, quality, integrity, and legality of data uploaded in connection with Subscription Services by County. County shall own or shall obtain all proprietary rights necessary, including copyrights, patents, and trade secrets, in and to any content or data it provides, develops, or uploads for use in Subscription Services. County authorizes CONTRACTOR and its third-party subcontractors to serve as the hosts and repository for the data County enters into Subscription Services.

19.11 Changes. CONTRACTOR reserves the right to add or substitute functionally equivalent products in the event of product unavailability, product end of life, or changes to software requirements. CONTRACTOR regularly updates Subscription Services, meaning that such Subscription Services are continually evolving. Some of these changes will occur automatically while others may require County cooperation. Where required, County shall reasonably cooperate in implementing such changes.

21. Section 20.0. Section 20.0 is hereby added as a new section to this Agreement as follows:

20.0. PROFESSIONAL SERVICES

20.1 Cooperation. County shall provide CONTRACTOR with good-faith cooperation and access to such information, facilities, personnel, and equipment that CONTRACTOR may reasonably require in order to provide Professional Services. County

acknowledges that CONTRACTOR's performance is dependent upon the timely and effective completion of County's responsibilities and County's timely decisions and approvals in connection with Professional Services. CONTRACTOR may reasonably rely on all such decisions and approvals.