AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TRILOGY INTEGRATED RESOURCES, LLC

THIS AGREEMENT, entered into this day of					
20, by and between the COUNTY OF SAN MATEO, hereinafter called					
"County," and TRILOGY INTEGRATED RESOURCES, LLC, hereinafter called					
"Contractor";					

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of maintaining the Network of Care web site for Aging and Adult Services and Mental Health Services;

WHEREAS, this Agreement supercedes Agreement number 61000-05-C022 for continuation of payment for the period of May 1, 2005 through June 30, 2005.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits.

The following exhibits are attached hereto and incorporated by reference herein:

Exhibit A—Services
Exhibit B—Payments and rates

2. <u>Services to be performed by Contractor.</u>

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed \$121,600.

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this agreement shall be from May 1, 2005, through June 30, 2006.

This Agreement may be terminated by Contractor, the Director of the Health Department or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.

7. Hold Harmless.

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting.

Contractor shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party to provide services required by contractor under this agreement without the prior written consent of County. Any such assignment or subcontract without the county's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. <u>Insurance.</u>

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County Manager of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) Worker's Compensation and Employer's Liability Insurance. The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) <u>Liability Insurance.</u> The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a)	Comprehensive General Liability	\$1,000,000
	Motor Vehicle Liability Insurance	
(c)	Professional Liability	\$0

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination.

- A. Section 504 applies only to Contractors who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract (this paragraph needed only if services provided to members of the public).
- B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this agreement.

- C. Equal employment opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. Violation of Non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractors employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records.

Contractor shall maintain all required records for three years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices.

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

Jacqueline Toliver Aging and Adult Services 225 37th Avenue San Mateo, CA 94403 John Klyver Mental Health Services 225 37th Avenue San Mateo, CA 94403

In the case of Contractor, to:

Bruce Bronzan Trilogy Integrated Resources, LLC 1101 Fifth Avenue, Suite 250 San Rafael, CA 94901

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO TRILOGY INTEGRATED RESOURCES, LLC

By: Richard Gordon, President, Board of Supervisors, San Mateo County	By: Contractor's Signature
Date:	Date:
ATTEST:	
By:	<u> </u>
Clerk of Said Board	

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

A. Definitions

<u>County Content</u> means the descriptive, design or promotional materials, including any information, artwork, graphical images and/or audio or video files that County provides for incorporation into the Web Site.

<u>Deliverable</u> means the software, materials, or designs that Contractor shall deliver to County under this Agreement in accordance with this Exhibit A.

<u>Contractor Content</u> means those reusable descriptive, design or promotional materials of a general nature (including any artwork, graphical images and/or audio or video files) provided by Contractor for purposes not unique to County. Contractor shall identify in writing all content that is not public domain prior to deployment of Web Site.

<u>Contractor Tools</u> means the software tools, whether owned by or licensed to Contractor, which Contractor uses to develop the Web Site.

<u>Deployment</u> means the hosting and operation of the Final Version for a trouble-free period of a minimum of 10 calendar days, as approved by the County.

<u>Documentation</u> means the documentation for the Web Site Software and any other written or electronic material applicable to the implementation or use of the Web Site to be delivered by Contractor under this Agreement.

<u>Enhancements</u> means any improvements to the Web Site Software to implement new features or add new material. Enhancements shall include modifications to the Web Site Content to make the Web Site operate on a Server System of a new ISP.

<u>Final Version</u> means a non-copy protected and unencrypted disk master of the final version of a Web Site that meets the Specifications, recorded in executable form on a medium acceptable to County, with any necessary supporting software, Documentation, data and corrections to the Prototype.

Internet means the world-wide network of computers commonly understood to provide some or all of the following features: electronic mail, file transfers through "File Transfer Protocol," "Telnet" access to local and remote computers, "UseNet Newsgroups," "Gopher" access to information on local and remote computers, "Wide Area Information Servers" and World Wide Web access.

<u>ISP</u> means an Internet Service Provider who will maintain the Web Site on the World Wide Web portion of the Internet. The ISP may change from time to time.

Source Materials means (i) all County Content, documentation, notes, development aids, technical documentation and other materials provided to Contractor by County for use in developing the Web Site and (ii) the source code, Documentation, notes and other materials which are produced or created by Contractor during the development of the Web Site, in such internally documented form as is actually used by Contractor for development and maintenance of the Web Site.

Web Site means the comprehensive, Internet-based resource for mental health clients and stakeholders, as well as their caregivers and service providers ("Network of Care") that Contractor shall develop for County on the graphic portion of the Internet known as the World Wide Web, as further described in Exhibit A.

Web Site Content shall mean the graphic user interface, text, images, audio, video and other material for the Web Site, developed, or licensed, by Contractor under this Agreement, which is visible to World Wide Web browsers. Web Site Content shall not include the Contractor Tools or Contractor Content except as identified in Exhibit A.

<u>Web Site</u> Materials means the Deliverables, Web Site Content, Web Site Software and the Documentation.

<u>Web Site Software</u> means the software (including but not limited to HTML programming, CGI programming or other advanced coding services) developed by Contractor under this Agreement to implement the Web Site. Web Site Software shall not include the Contractor Tools or Server System.

B. Contractor Responsibilities and Deliverables

Contractor shall maintain and update all aspects of the Network of Care Web Site for Aging and Adult Services and Mental Health Services. Contractor's maintenance and updating shall include the following services:

- Meeting with appropriate county staff and information providers as necessary to identify data necessary to the maintenance and updating of the Web Site and the manner or method to secure the data necessary for the maintenance and updating of the Resource Finder channel on the site.
- 2. Acquire, collect, assemble, and evaluate the data and evaluate the necessary improvements to the data and data fields for the resource finder.
- 3. Maintain the taxonomy coding, resolve and solve any integration issues, and maintain and update any necessary update procedures.

- 4. Maintain and update the following specific channels on the site:
 - a. SERVICE DIRECTORY—A comprehensive directory of senior, adults with disabilities and mental health resources in our county. Users could find nonprofit agencies, associations, clinics, research foundations and other resources that deal with their specific needs in a fast, east-to-use online tool that will be 211 compliant.
 - LIBRARY—A deep bank of articles, checklists and commentary written by the leading experts and organizations in the field. Articles would be easily available for online viewing, printing, and e-mailing to others.
 - c. LEGISLATE—In a bill-tracking section, there will be a list of all proposed state and federal legislation that could affect seniors, adults with disabilities and the mental health community. We would update it daily so one could follow amendments and votes. The Legislate would include methods of communicating directly with legislators on all proposed legislations and thus serve as a powerful information and advocacy tool.
 - d. **LINKS**—This will include a network of city, county, state and federal links dealing with issues of seniors, adults with disabilities and mental health.
 - e. **INSURANCE**—A complete directory of all public and private insurance options for seniors, adults with disabilities and mental health coverage to the citizens of San Mateo County.
 - f. **MY FOLDER** Here, a parent or care provider can create a private, secure file of information and, if they choose, share it with a trusted friend or relative.
 - g. FOR PROVIDERS— This is designed to help improve the collaboration among local service providers and between the provider community and the county. We will provide the ability for agencies to build their own Web Sites, other Web-related resources, agency and community-wide calendars, community message boards, and other features that can help bring the various components of seniors, adults with disabilities and the mental health community.
 - h. **SUPPORT AND ADVOCACY**—This channel will feature all of the known and creditable support and advocacy agencies at the national, state and local level.
- 5. Maintain additional customization for all channels relative to San Mateo County specific data.

- 6. The contractor shall provide:
 - a. Monthly updates of the service directory
 - b. Regular and annual updates of the library
 - c. Daily updates of the News channel
 - d. Daily updates of the Legislate channel
 - e. Regular and annual updates of the links channel
 - f. All other updates that the site would normally have for any of its locations statewide
 - g. Troubleshoot and fix any Web site problems within three (3) working days of notification of any problem.
- C The detailed site map of the Network of Care for Seniors and People with Disabilities (Aging and Adult Services) to be maintained is as follows:
 - 0.0 Network of Care [splashpage]
 - 1.0 Network of Care [homepage]
 - 1.1 Text-Only
 - 1.2 Newsletter
 - 1.3 Translation Options
 - 1.4 Large Print
 - 1.5 Rx Assistance
 - 2.0 Log In
 - 2.1 Log In
 - 2.1.1 Don't have an account yet?
 - 2.1.1.1 Sign up now
 - 2.1.2 New user
 - 2.1.2.1 User agreement
 - 2.1.3 Lost password
 - 2.1.4 Modify account
 - 3.0 Service Directory
 - 3.1 Find Resources
 - 3.1.1 Search by Category
 - 3.1.2 Search by Program or Agency Name
 - 3.1.3 Search by Keyword
 - 3.1.4 Advanced Search
 - 3.2 Add or Correct Info
 - 3.3 How to Use the Database
 - 3.4 About Our Database
 - 3.5 Feedback
 - 4.0 Links
 - 4.1 Local
 - 4.1.1 City
 - 4.1.2 County
 - 4.2 State
 - 4.2.1 Govt. Programs
 - 4.2.2 Disabilities
 - 4.2.3 Health Information and Research
 - 4.2.4 Law and Advocacy
 - 4.2.5 End-of-Life Care

4.2.6 Rx Assistance

- 4.3 National
 - 4.3.1 Resource Locators
 - 4.3.2 Major Govt. Programs
 - 4.3.3 Other Govt. Programs
 - 4.3.4 Disabilities
 - 4.3.5 Health Information and Research
 - 4.3.6 Law and Advocacy
 - 4.3.7 End-of-Life Care
- 5.0 For Providers
 - 5.1 Build a Site
 - 5.2 Add Events
 - 5.3 Calendar
 - 5.4 Feedback
- 6.0 Library
 - 6.1 Thrive at Home
 - 6.2 For Caregivers
 - 6.3 Diseases/Conditions
 - 6.4 Medication/Treatment
 - 6.5 Services/Programs
 - 6.6 Finance/Law
 - 6.7 Institutional Care
 - 6.8 End-of-Life Care
 - 6.9 Emergency Preparedness
 - 6.10 Support Groups
 - 6.11 Medical Tests
 - 6.12 Medications
 - 6.13 Search by Keyword
- 7.0 My Folder
 - 7.1 Emergency Card
 - 7.2 Medical Team
 - 7.2.1 Physicians
 - 7.2.2 Support Staff
 - 7.3 Medical Facilities
 - 7.3.1 Hospitals
 - 7.3.2 Pharmacies
 - 7.4 Insurance
 - 7.4.1 Private Insurance
 - 7.4.2 Medicare
 - 7.4.3 Medi-Cal
 - 7.5 Support Services
 - 7.5.1 Support Services
 - 7.6 Medical History
 - 7.6.1 Diagnoses
 - 7.6.2 Medications
 - 7.6.3 Surgeries
 - 7.6.4 Allergies
 - 7.7 Legal Status
 - 7.7.1 Wills
 - 7.7.2 Powers of Attorney

7.7.3 Directives

7.7.4 Funeral and Burial

7.8 Diary

7.8.1 Diary Entries

7.9 Add a Guest

7.9.1 Guests

7.10 Print My Folder

7.11 Modify Account

7.12 Help

8.0 Legislate

8.1 State Bills in Progress

8.2 My Bills

8.3 Our Elected Officials

8.4 State Glossary of Terms

8.5 Overview of State Legislative Process

8.6 Online Voter Registration

8.7 State Legislative Calendar

8.8 Email State Legislators

8.8.1 Local Delegates

8.8.2 Asm. Member

8.8.3 Asm. Committee

8.8.4 Senator

8.8.5 Senate Committee

8.8.6 Governor

8.9 Federal Bills in Progress

8.10 My Bills

8.11 Our Elected Officials

8.12 Federal Glossary of Terms

8.13 Overview of Federal Legislative Process

8.14 Online Voter Registration

8.15 Federal Legislative Calendar

8.16 Email Federal Legislators

8.16.1 Local Delegates 8.16.2 House Member

8.16.3 House Committee

8.16.4 Senator

8.16.5 Senate Committee

8.16.6 President

8.17 Email Tips

9.0 About Us

9.1 Background

9.2 User Comments

9.3 Trilogy Integrated Resources

9.4 Press Room

9.5 Link to Our Site

9.6 Contact Us

10.0 Privacy Policy

11.0 Feedback

12.0 Assistive Devices

12.1 Search by Product/Function

- 12.2 Search by Keyword
- 12.3 Advanced Search by Keyword
- 12.4 Search by Company
- 12.5 Search by Brand Name
- 12.6 Frequently Asked Questions
- 13.0 Message Boards
 - 13.1 Disabilities
 - 13.2 Veterans
 - 13.3 Legislative Issues
 - 13.4 Seniors
 - 13.5 Events
 - 13.6 Feedback
- D. The detailed site map of the Network of Care for Mental Health Services to be maintained is as follows:
 - 0.0 Homepage
 - 0.1 News
 - 0.2 County Announcements
 - 0.2.1 Community Events
 - 0.2.2 Newsletters
 - 0.3 Emergency Services
 - 1.0 Services/Service Directory
 - 1.1 System of Care
 - 1.1.1 Missions, Principles and Goals
 - 1.2 Find Resources
 - 1.2.1 Search by Category
 - 1.2.2 Search by Program or Agency Name
 - 1.2.3 Search by Keyword
 - 1.3 Add or Correct Info
 - 1.4 Wraparound
 - 1.5 School-Based Services
 - 1.6 Complaint/Grievance Process
 - 1.7 Hotlist
 - 1.8 Access to Services
 - 2.0 Library
 - 2.1 Illnesses/Conditions
 - 2.2 Recovery/Treatment
 - 2.2.1 Medication Fact Sheets
 - 2.2.2 Wellness and Recovery
 - 2.2.3 Treatment Options
 - 2.2.4 Obtaining/Accessing Services
 - 2.3 Finding Support
 - 2.3.1 Coping
 - 2.3.2 Spirituality
 - 2.4 Overcoming Barriers
 - 2.4.1 Stigma
 - 2.4.2 Cultural Differences
 - 2.5 Legal Issues
 - 2.5.1 Mental Health Law

- 2.5.2 Legal Protections for People with Mental Illness
- 2.5.3 Criminal Law
- 2.6 Research/Reports
- 2.7 Evidence-Based Practices

3.0 Legislate

- 3.1 Bills in Progress
- 3.2 My Bills
- 3.3 Our Elected Officials
- 3.4 Glossary of Terms
- 3.5 Overview of Legislative Process
- 3.6 Online Voter Registration
- 3.7 Legislative Calendar
- 3.8 Email Legislators
 - 3.8.1 Local Delegates
 - 3.8.2 Asm. Member
 - 3.8.3 Asm. Committee
 - 3.8.4 Senator
 - 3.8.5 Senate Committee
 - 3.8.6 Governor
- 3.9 Email Tips
- 3.10 Federal Bills in Progress
- 3.11 Glossary of Federal Terms
- 3.12 Federal Legislative Process
- 3.13 Federal Legislative Calendar
- 3.14 Get Involved Locally
- 3.15 Public Forums

4.0 Links

- 4.1 Local
- 4.2 State
- 4.3 National

5.0 Insurance

- 5.1 Private Health Insurance and Plans
 - 5.1.1 Group and Individual Policies
 - 5.1.2 Types of Plans
 - 5.1.3 Mental Health Parity
 - 5.1.4 Links to Companies
 - 5.1.5 Assistance
 - 5.1.6 HMO Report Card
 - 5.1.7 Patient Advocate
 - 5.1.8 More Information
- 5.2 Low- and No-Cost Programs
 - 5.2.1 Specific Programs
 - 5.2.2 Mental Health Parity
 - 5.2.3 Assistance
 - 5.2.4 HMO Report Card
 - 5.2.5 Patient Advocate
- 6.0 Support and Advocacy
- 7.0 Personal Folder

- 7.1 Health Teams
- 7.2 Health Facilities
- 7.3 Medical History
- 7.4 Insurance
- 7.5 Services & Resources
 - 7.5.1 Legal
 - 7.5.2 Social Welfare
 - 7.5.3 Friends
 - 7.5.4 Community
 - 7.5.5 School
 - 7.5.6 Substance Abuse
 - 7.5.7 Child Care/Respite
 - 7.5.8 Housing
 - 7.5.9 Other
- 7.6 Safety Plan
- 7.7 Legal Instructions
- 7.8 Notes
- 7.9 Personal Folder Access
- 8.0 About Us
 - 8.1 Background
 - 8.2 Trilogy Integrated Resources
 - 8.3 Press Room
 - 8.4 Contact Us
- 9.0 Message Boards
 - 9.1 Advocating for Services
 - 9.2 Getting Support
 - 9.3 Understanding Symptoms
 - 9.4 Medications
 - 9.5 Wellness and Recovery
 - 9.6 Addiction Problems
 - 9.7 Legal Problems
- 10.0 For Providers
 - 10.1 Build a Web Site
 - 10.2 Calendar
- 11.0 Log In
 - 11.1 Don't Have an Account Yet?
 - 11.1.1 Sign Up Now

11.1.1.1 User Agreement

- 11.1.2 Lost Password
- 12.0 Feedback
- 13.0 Privacy Policy
- E. County Responsibilities

County shall provide the following:

1. Key contact and liaison for data collection and ongoing maintenance requirements.

2. County will work with local information and referral agency to provide the local database of service providers.

F. Reporting

Contractor shall provide the daily traffic use and reporting of all aspects of the site, and quarterly reports regarding the overall site use, expansion and any related issues.

G. Proprietary Rights

1. County's Ownership Rights

Contractor acknowledges and agrees that all materials developed specifically for San Mateo County pursuant to this Agreement, are and shall remain the property of County. Title to all property rights including but not limited to copyrights, trademarks, patents and trade secrets in the Web Site Materials is with, and shall remain with, County.

2. Assignment of Rights

Contractor transfers and assigns to County its entire right, title and interest worldwide, if any, in the Web Site Materials including without limitation all intellectual property rights therein, no matter when acquired.

3. Perfection of Rights

Contractor shall cooperate with County in perfecting any such assignment of rights as specified in Section G.2 ("Assignment of Rights"), including, without limitation, execution and delivery of such documents as County may request. In the event that County is unable for any reason whatsoever to secure Contractor's, or Contractor's employees', signature to any lawful or necessary document required to perfect such rights as deemed necessary by County to carry out the purpose of this Section, Contractor hereby appoints County as its agent and attorney-in-fact to act for and on Contractor's behalf and stead to execute, register, and file any such assignments, applications, registrations, renewals, extensions, and other documents and to do all other lawfully permitted acts to perfects such rights with the same legal force and effect as if executed by Contractor. Contractor's appointment of County as its attorney-in-fact shall be deemed coupled with an interest and hence irrevocable.

4. License

If Contractor has any rights in the Web Site Materials developed exclusively for the County which cannot be assigned to County, and as to all Web Site Materials not developed exclusively for the County, Contractor hereby grants to County an exclusive, irrevocable, perpetual, worldwide, fully paid, royalty-free license to use. If such license is found to be invalid or unenforceable, Contractor hereby waives any and all claims that Contractor may now or hereafter have in any jurisdiction to such rights with respect to the results of Contractor's work and services hereunder. Contractor acknowledges that there may be future rights that County may become entitled to with respect to the Web Site Materials that do not yet exist, as well as new uses, media, means and forms of exploitation using current or future technology, and that Contractor intends the foregoing assignment of rights to County to include such known and unknown uses, media, and forms of exploitation world-wide.

5. License to Contractor Content and Tools

Contractor grants to County a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, distribute, publicly display and publicly perform any Contractor Content and any portion of Contractor Tools included in any Deliverable and in the Web Site, with the right to sublicense the above rights through multiple tiers of sublicensees. All Contractor Content, and any other development performed by Contractor outside of the scope of this Agreement at Contractor's expense or at the expense of public agencies other than the County, shall remain the property of the Contractor.

6. Rights and Responsibilities of Contractor

Contractor reserves the right, in its sole discretion, to refuse to include in the Web Site or any Deliverable any content that Contractor, in its reasonable discretion, deems to violate applicable laws.

7. License to Web Site

County grants to Contractor a non-exclusive, worldwide license to use, reproduce and create derivative works of the County Content and Web Site Content for the sole purpose of developing and maintaining the Web Site. County further grants Contractor a non-exclusive, worldwide license to publicly display the Final Version on the Internet subject to the terms and conditions of this Agreement.

8. Advertising

Contractor shall acquire no right to use, and shall not use, without County's prior written consent, the terms or existence of this Agreement, the names, characters, artwork, designs, trade names, copyrighted materials, trademarks or service marks of County, its related or subsidiary companies, parent, employees, directors, shareholders, assigns, successors or licensees: (i) in any advertising, publicity, press release, client list, presentation or promotion; (ii) to express or to imply any endorsement of Contractor or Contractor's services; or (iii) in any manner other than expressly in accordance with this Agreement.

H. Warranties and Indemnification

1. Web Site Quality

Contractor warrants that: (i) each Deliverable will conform to the Specifications for a period of ninety (90) days after the date of acceptance of such Deliverable (the "Warranty Period"); and (ii) That the Web Site materials will have the same look and feel as the demonstration model posted by Contractor on the Internet at URL: ms.networkofcare.com; Contractor shall promptly correct, at its own expense any Defects of which County provides notice. EXCEPT AS SET FORTH IN THE FOREGOING SENTENCE, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Contractor Warranties

Contractor represents and warrants to County that (i) Contractor has the full power to enter into this Agreement and perform the services provided for herein, and that such ability is not limited or restricted by any agreements or understandings between Contractor and other persons or companies; (ii) each independent contractor or subcontractor who performs development work on the Web Site Materials has or will sign an appropriate assignment or work-for-hire agreement which provides Contractor with ownership of such contributions: (iii) Contractor's employees and independent contractors shall not misappropriate any third party's trade secrets, or infringe any third party's intellectual property rights, in performing the work under this Agreement; (iv) the Contractor Content included in any Deliverable does not or will not infringe any intellectual property right of any third party: and (v) the Web Site Content will not be defamatory, trade libelous. pornographic obscene, or in violation of any County policies pertaining to content of Web Sites, and (vi) Contractor has disclosed or has not received funds from other public agencies to develop any of the material used to develop County Content.

I. Disentanglement

1. General Obligations

Subject to the occurrence of any event described in Section I.2, "Disentanglement Process", below, Contractor shall accomplish a complete transition of the services ("Services") being terminated from Contractor to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Services or any other services (the "Disentanglement"). Contractor shall cooperate with County and any new service provider and otherwise promptly take all steps required to assist County in effecting a complete Disentanglement. Contractor shall provide all information regarding the Services performed specifically by Contractor for County under this agreement as needed for Disentanglement, including data conversion, files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All services related to Disentanglement shall be deemed a part of the Base Services and shall be deemed within the scope of services and shall be performed by Contractor at no additional cost to County beyond what County would pay for the Services absent the performance of the Disentanglement services. Contractor's obligation to provide the Services shall not cease until Disentanglement satisfactory to County, including the performance by Contractor of all other obligations of Contractor provided in this Section, has been completed.

2. Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date following Deployment of the Web Site that Contractor, for whatever reason, ceases to maintain the Web Site, or (ii) the date following Deployment of the Web Site that any Termination Notice is delivered, if County elects to terminate any and all of the Services pursuant to Section 4 of the Agreement. Subject to the provisions of Exhibit A, Contractor's obligation to perform Services, and County's obligation to pay for Services, shall expire on the Termination Date. pursuant to Section 4 of the Agreement (with the applicable date on which Contractor's obligation to perform the services expires being referred to herein as the "Expiration Date"); provided, however, that Contractor shall remain obligated to provide Disentanglement services for up to six (6) months after any such Expiration Date, at rates that shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer. Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of Services in process provided, however, that Contractor's obligation under this Agreement to provide all Services necessary for Disentanglement shall not be lessened in any respect. Contractor shall be required to perform its Disentanglement obligations on an expedited basis, as determined by County, if County terminates the Term pursuant to Section 4 of the Agreement.

3. Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

a. Full Cooperation and Information

Upon Disentanglement, the Parties shall cooperate fully with one another to facilitate a smooth transition of the Services being terminated from Contractor to County or the County's designated replacement provider. Such cooperation shall include the provision (both before and after the cessation of Contractor's providing all or any part of the Services under this Agreement) by Contractor to County of full, complete, detailed, and sufficient information (including all information then being utilized by Contractor) pertaining to any and all work performed by Contractor specifically for County under this agreement to enable County's personnel (or that of third parties) to continue without interruption the provision of the Services.

b. No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Services, no adverse impact on the provision of Services or County's activities, and, on a "best efforts" basis only, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

c. Third-Party Authorizations

Contractor shall, subject to the terms of any third-party contracts, use its best efforts to assist County to obtain the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Services.

4. Licenses to Proprietary Software

Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County (or other service provider, as the case may be), at no charge to County, to use, copy, and modify the Contractor Content and those Contractor Tools that were specifically developed by Contractor for the County through this agreement, if any, that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the Services as the same might exist at the time of Disentanglement. Contractor shall also provide County with a copy of each such program specifically developed through this agreement for the County, if any, in such media as requested by County, together with object code, source code, and appropriate documentation.

5. Transfer of Leases, Licenses, and Contracts

Contractor shall, at its expense, convey to County or its designee such leases, license, and other contracts used by Contractor, County, or any other Person in connection with any and all work performed by Contractor specifically for the County through this agreement, as County may select. Contractor's obligation under this Clause I.I. shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any Losses resulting from any claim that Contractor did not perform any such obligations.

6. <u>Delivery of Documentation</u>

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including the County Data, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

7. <u>Preparation for Disentanglement</u>

a. Complete Documentation

Contractor shall provide to County complete information, including complete documentation, as required to be provided pursuant to Exhibit A, in accordance with the standards and methodologies to be implemented by Contractor, for all software (including applications developed as part of the work performed by Contractor specifically for County) and hardware, that is sufficient to enable County, or another service provider, to fully assume the provision of the Services to County. Contractor shall provide such documentation for all upgrades to or replacements of software or hardware, concurrently with the installation thereof.

b. Maintenance of Assets

Contractor shall maintain all hardware, software, systems, networks, technologies, and other assets utilized in providing Services to County (including leased and licensed assets) in good condition and in such locations and configurations as to be readily identifiable and transferable back to County or its designees in accordance with the provisions of this Agreement; additionally, Contractor shall insure such assets in accordance with the requirements of Section 9 of the Agreement "Insurance."

c. Advance Written Consents

Contractor shall use its best efforts to assist County to obtain the conveyance or assignment of licenses and leases to County or its designee upon Disentanglement.

d. All Necessary Cooperation and Actions

Contractor shall provide all cooperation, take such additional actions, and perform such additional tasks, as may be necessary to ensure a timely Disentanglement in compliance with the provisions of this Section I including full performance, on or before the Expiration Date, of Contractor's obligations under this Agreement.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

- A. Not withstanding the method set forth herein for determining amounts due Contractor in consideration of services provided, in no event shall County pay or be obligated to pay more than the sum of ONE HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED DOLLARS (\$121,600) for services. This amount reflects the maximum allowable for the contract term.
- B. The cost for maintenance of the Mental Health Services web site shall be \$3,200 per month for the term of this Agreement. The monthly rate shall be prorated for any partial month of web site maintenance. The maximum amount that the County shall pay for maintenance service for the Mental Health web site shall not exceed \$44,800 for the term of this Agreement.
- C. The cost for of the Aging and Adult Services web site shall be \$32,000 one-time cost for initial start-up and \$3,200 per month for monthly maintenance beginning upon completion of the web site. The maintenance portion of this Agreement shall not exceed \$44,800 for the term of this Agreement. The monthly rate shall be prorated for any partial month of web site maintenance. The maximum amount that the County shall pay for the Aging and Adult Services web site shall not exceed \$76,800.
- D. Payment by County to Contractor for web site maintenance services shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the previous month.
- E. Claims Certification and Program Integrity (Mental Health Services only)

Anytime Contractor submits a claim to the county for reimbursement for services provided under Exhibit A of this Agreement, contract shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

"Under the penalty of perjury under the laws of the State of California, I hereby certify that the above claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at	California, on	, 200
Signed	Title	
Agency	n,	