

PROFESSIONAL SERVICES AGREEMENT

This Agreement (Agreement) is entered into as of ~~August 12, 2013~~ with an Effective Date of September 1, 2013 and will end on ~~August 31, 2016~~, by and between the State of Delaware, Department of State, Division of Professional Regulation ("Delaware"), and RELIANT BEHAVIORAL HEALTH, an Oregon corporation, with an office at 1220 SW Morrison, Suite 600, Portland, Oregon 97205.

WHEREAS, Delaware desires to obtain certain services to provide Professional Health Monitoring Program services to licensees regulated under Title 16, 23, 24 and 28.

WHEREAS, RELIANT BEHAVIORAL HEALTH desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and RELIANT BEHAVIORAL HEALTH represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and RELIANT BEHAVIORAL HEALTH agree as follows:

1. Services.

- 1.1. RELIANT BEHAVIORAL HEALTH shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof. Specifically, Appendix A: Delaware's request for proposals; and Appendix B: Reliant Behavioral Health's response to the request for proposals as modified by the Statement of Work for the Services, as developed by both Parties, once approved by Delaware.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) Delaware's request for proposals, attached hereto as Appendix A; (b) Reliant Behavioral Health's response to the request for proposals as attached hereto as Appendix B, modified by the Statement of Work for the Services, as developed by both Parties, once approved by Delaware; and (c) This Agreement (including any amendments or modifications thereto). The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by RELIANT BEHAVIORAL HEALTH shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify RELIANT BEHAVIORAL HEALTH, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by RELIANT BEHAVIORAL HEALTH for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

- 1.4. RELIANT BEHAVIORAL HEALTH will not be required to make changes to its scope of work that result in RELIANT BEHAVIORAL HEALTH'S costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from September 1, 2013 through August 31, 2016.
- 2.2. Delaware will pay RELIANT BEHAVIORAL HEALTH for the performance of services described in Appendix A, Scope of Services, and Appendix B, as modified by the Statement of Work for Services, as developed by both Parties, once approved by Delaware. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix C.

Delaware's obligation to PAY RELIANT BEHAVIORAL HEALTH for the performance of services described in Appendix A, Scope of Services will be approximately \$147,000.00 annually with the expected number of participants per month approximately 50. Each month, RBH will bill for the total number of program participants who were active at any point during the month, including any "leads" that were being followed during the month. A lead is defined as a participant who has signed the enrollment paperwork. The participant's start date for the Program will be the date the signed paperwork is received.

- 2.3. It is expressly understood that the work defined in the appendices to this Agreement must be completed by RELIANT BEHAVIORAL HEALTH and it shall be RELIANT BEHAVIORAL HEALTH'S responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to RELIANT BEHAVIORAL HEALTH.
- 2.4. RELIANT BEHAVIORAL HEALTH shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide RELIANT BEHAVIORAL HEALTH detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle RELIANT BEHAVIORAL HEALTH to charge interest on the overdue portion at a rate not to exceed 1.0% per month. All payments should be sent to RELIANT BEHAVIORAL HEALTH, 1220 SW Morrison, Suite 600, Portland, Oregon 97205.
- 2.5. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by RELIANT BEHAVIORAL HEALTH. If an Appendix specifically provides for expense reimbursement, RELIANT BEHAVIORAL HEALTH shall be reimbursed only for reasonable expenses incurred by RELIANT BEHAVIORAL

HEALTH in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

- 2.6. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 2.7. Delaware shall subtract from any payment made to RELIANT BEHAVIORAL HEALTH all actual monetary damages, costs and expenses caused by RELIANT BEHAVIORAL HEALTH'S negligence, resulting from or arising out of errors or omissions in RELIANT BEHAVIORAL HEALTH'S work products, which have not been previously paid to RELIANT BEHAVIORAL HEALTH.
- 2.8. Invoices shall be submitted monthly to:

Kay Warren, Deputy Director
Division of Professional Regulation
861 Silver Lake Boulevard
Suite 203
Dover, DE 19904
Or by email to: Kay.warren@state.de.us

3. Responsibilities of Reliant Behavioral Health.

- 3.1. RELIANT BEHAVIORAL HEALTH shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by RELIANT BEHAVIORAL HEALTH, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services RELIANT BEHAVIORAL HEALTH shall follow practices consistent with generally accepted professional and technical standards. RELIANT BEHAVIORAL HEALTH shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, RELIANT BEHAVIORAL HEALTH shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. RELIANT BEHAVIORAL HEALTH shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by RELIANT BEHAVIORAL HEALTH'S failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the RELIANT BEHAVIORAL HEALTH to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. RELIANT BEHAVIORAL HEALTH will not produce a work product that violates or infringes on any copyright or patent rights. RELIANT BEHAVIORAL HEALTH shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3. Permitted or required approval by Delaware of any products or services furnished by RELIANT BEHAVIORAL HEALTH shall not in any way relieve RELIANT BEHAVIORAL HEALTH of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of RELIANT BEHAVIORAL HEALTH'S services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and RELIANT BEHAVIORAL HEALTH shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by RELIANT BEHAVIORAL HEALTH'S performance or failure to perform under this Agreement.

3.4. RELIANT BEHAVIORAL HEALTH shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by RELIANT BEHAVIORAL HEALTH'S associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title
Dale Kaplan, LCSW-C	MAC	Delaware Program Mgr.
Christa Lee	LGSW	Agreement Monitor
Lori Govar	MBA, CEAP	Monitoring Data & Reporting Specialist

3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, RELIANT BEHAVIORAL HEALTH will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If RELIANT BEHAVIORAL HEALTH fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of RELIANT BEHAVIORAL HEALTH is unsuitable to Delaware for good cause, RELIANT BEHAVIORAL HEALTH shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6. RELIANT BEHAVIORAL HEALTH shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.7. RELIANT BEHAVIORAL HEALTH agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.8. RELIANT BEHAVIORAL HEALTH has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.

3.9. RELIANT BEHAVIORAL HEALTH will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.

3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

4.1. A project schedule is included in Appendix D.

4.2. Any delay of services or change in sequence of tasks must be approved in writing by both Parties.

4.3. In the event that RELIANT BEHAVIORAL HEALTH fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix B. Any delays that occur that are not within the control of Reliant Behavioral Health or its sub-contractors will not result in suspension of payment to Reliant Behavioral Health.

5. State Responsibilities.

5.1. In connection with RELIANT BEHAVIORAL HEALTH'S provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices and as modified by the Statement of Work for the Services, as developed by both Parties, once approved by Delaware..

5.2. Delaware agrees that its officers and employees will cooperate with RELIANT BEHAVIORAL HEALTH in the performance of services under this Agreement and will be available for consultation with RELIANT BEHAVIORAL HEALTH at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3. The services performed by RELIANT BEHAVIORAL HEALTH under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform RELIANT BEHAVIORAL HEALTH by written notice before the effective date of each such delegation.

6. Work Product.

6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by RELIANT BEHAVIORAL HEALTH for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. RELIANT BEHAVIORAL HEALTH shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by

Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2. In no event shall RELIANT BEHAVIORAL HEALTH be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, RELIANT BEHAVIORAL HEALTH shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.3. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by RELIANT BEHAVIORAL HEALTH prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of RELIANT BEHAVIORAL HEALTH even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* § 10001, *et seq.*, the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

8.1. RELIANT BEHAVIORAL HEALTH warrants the deliverables provided pursuant to this contract will function as designed for a period of no less than one (1) year from the date of system acceptance.

8.2. RELIANT BEHAVIORAL HEALTH warrants that its services will be performed in a good and workmanlike manner. RELIANT BEHAVIORAL HEALTH agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed and correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

8.3. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by RELIANT BEHAVIORAL HEALTH for Delaware in connection with the provision of the Services, RELIANT BEHAVIORAL HEALTH shall pass through or assign to Delaware the rights RELIANT BEHAVIORAL HEALTH obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

- 9.1. RELIANT BEHAVIORAL HEALTH shall indemnify and hold harmless Delaware, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
- a. the negligence or other wrongful conduct of the RELIANT BEHAVIORAL HEALTH, its agents or employees, or
 - b. RELIANT BEHAVIORAL HEALTH'S breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that
 - i. RELIANT BEHAVIORAL HEALTH shall have been notified promptly in writing by Delaware of any notice of such claim; and
 - ii. RELIANT BEHAVIORAL HEALTH shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.
- 9.2. If Delaware promptly notifies RELIANT BEHAVIORAL HEALTH in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, RELIANT BEHAVIORAL HEALTH will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. RELIANT BEHAVIORAL HEALTH will not indemnify Delaware, however, if the claim of infringement is caused by:
- a. Delaware's misuse or modification of the Deliverable;
 - b. Delaware's failure to use corrections or enhancements made available by RELIANT BEHAVIORAL HEALTH;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by RELIANT BEHAVIORAL HEALTH;
 - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
 - e. Information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in RELIANT BEHAVIORAL HEALTH'S opinion is likely to be, held to be infringing, RELIANT BEHAVIORAL HEALTH shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and RELIANT BEHAVIORAL HEALTH'S entire liability with respect to infringement.

- 9.3. Delaware agrees that RELIANT BEHAVIORAL HEALTH'S total liability to Delaware for any and all damages whatsoever arising out of or in any way

related to this Agreement from any cause, including but not limited to contract liability or RELIANT BEHAVIORAL HEALTH negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to RELIANT BEHAVIORAL HEALTH.

In no event shall RELIANT BEHAVIORAL HEALTH be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if RELIANT BEHAVIORAL HEALTH has been advised of the likelihood of such damages.

10. Employees.

10.1. RELIANT BEHAVIORAL HEALTH has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by RELIANT BEHAVIORAL HEALTH in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.

10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of RELIANT BEHAVIORAL HEALTH who will be assigned to this project.

11. Independent Contractor.

11.1. The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

11.2. RELIANT BEHAVIORAL HEALTH acknowledges that RELIANT BEHAVIORAL HEALTH and any subcontractors, agents or employees employed by RELIANT BEHAVIORAL HEALTH shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. RELIANT BEHAVIORAL HEALTH shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, RELIANT BEHAVIORAL HEALTH has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Suspension.

12.1. Delaware may suspend performance by RELIANT BEHAVIORAL HEALTH under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to RELIANT BEHAVIORAL HEALTH at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay RELIANT BEHAVIORAL HEALTH its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. RELIANT BEHAVIORAL HEALTH shall not perform further work under this Agreement after the effective date of suspension. RELIANT BEHAVIORAL HEALTH shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.

12.2. In the event Delaware suspends performance by RELIANT BEHAVIORAL HEALTH for any cause other than the error or omission of the RELIANT BEHAVIORAL HEALTH, for an aggregate period in excess of 30 days, RELIANT BEHAVIORAL HEALTH shall be entitled to an equitable adjustment of the compensation payable to RELIANT BEHAVIORAL HEALTH under this Agreement to reimburse RELIANT BEHAVIORAL HEALTH for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

13. Termination.

13.1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 90 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after RELIANT BEHAVIORAL HEALTH is given:

- a. Not less than 90 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

13.3. If termination for default is effected by Delaware, Delaware will pay RELIANT BEHAVIORAL HEALTH that portion of the compensation which has been earned as of the effective date of termination, but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to RELIANT BEHAVIORAL HEALTH at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of RELIANT BEHAVIORAL HEALTH'S default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event RELIANT BEHAVIORAL HEALTH, as an entity, shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of RELIANT BEHAVIORAL HEALTH assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4. The rights and remedies of Delaware and RELIANT BEHAVIORAL HEALTH provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.5. In the event of termination or severance of this Agreement, upon the last day of the given notice, the responsibility of managing the program is transferred to Delaware.

13.6. Gratuities.

- a. Delaware may, by written notice to RELIANT BEHAVIORAL HEALTH, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by RELIANT BEHAVIORAL HEALTH or any agent or representative of RELIANT BEHAVIORAL HEALTH to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided herein, Delaware shall be entitled to pursue the same remedies against RELIANT BEHAVIORAL HEALTH it could pursue in the event of a breach of this Agreement by RELIANT BEHAVIORAL HEALTH.
- c. The rights and remedies of Delaware provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. Assignment; Subcontracts.

15.1. Any attempt by RELIANT BEHAVIORAL HEALTH to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.

15.2. Approval by Delaware of RELIANT BEHAVIORAL HEALTH'S request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve RELIANT BEHAVIORAL HEALTH of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.3. RELIANT BEHAVIORAL HEALTH shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by RELIANT BEHAVIORAL HEALTH, its subcontractor or its sub-subcontractor.

15.4. The compensation due shall not be affected by Delaware's approval of the RELIANT BEHAVIORAL HEALTH'S request to subcontract.

15.5. RELIANT BEHAVIORAL HEALTH shall not sub-contract with any professional organization or their subsidiaries whose licensees are regulated by the Delaware Department of State, Division of Professional Regulation.

16. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

17. Non-Appropriation of Funds.

17.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may, with advance notice pursuant to Section 13 of this Agreement, immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

18. State of Delaware Business License/Professional License.

RELIANT BEHAVIORAL HEALTH and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. § 2502 and the appropriate professional license pursuant to 24 Del. C to perform clinical assessment and treatment services.

19. Complete Agreement.

19.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and RELIANT BEHAVIORAL HEALTH with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.2. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3. RELIANT BEHAVIORAL HEALTH may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

20.1. In performance of this Agreement, RELIANT BEHAVIORAL HEALTH shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. RELIANT BEHAVIORAL HEALTH shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to

enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4. RELIANT BEHAVIORAL HEALTH covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. RELIANT BEHAVIORAL HEALTH further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5. RELIANT BEHAVIORAL HEALTH acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. RELIANT BEHAVIORAL HEALTH recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare RELIANT BEHAVIORAL HEALTH in breach of the Agreement, terminate the Agreement, and designate RELIANT BEHAVIORAL HEALTH as non-responsible.

20.6. RELIANT BEHAVIORAL HEALTH warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8. RELIANT BEHAVIORAL HEALTH shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit RELIANT BEHAVIORAL HEALTH'S performance and records pertaining to this Agreement at the business office of RELIANT BEHAVIORAL HEALTH during normal business hours.

21. Insurance.

21.1. RELIANT BEHAVIORAL HEALTH shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- b. Commercial General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, **and**
- c. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; or

- d. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

21.2. RELIANT BEHAVIORAL HEALTH shall provide forty-five (45) days written notice of cancellation or material change of any policies.

21.3. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows: State of Delaware

21.4. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

22. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, RELIANT BEHAVIORAL HEALTH hereby grants, conveys, sells, assigns, and transfers to Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. RELIANT BEHAVIORAL HEALTH consents to jurisdiction venue in the State of Delaware.

24. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

Kay Warren, Deputy Director
Division of Professional Regulation
861 Silver Lake Boulevard
Suite 203
Dover, DE 19904
Or by email to: Kay.warren@state.de.us

RELIANT BEHAVIORAL HEALTH
Traci Coleman, Chief Operating Officer
Reliant Behavioral Health 1220 SW Morrison, Suite 600

Portland, Oregon 97205
Or by email to: TraciC@ReliantBH.com

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

STATE OF DELAWARE
DIVISION OF PROFESSIONAL REGULATION

Original on File

Original on File

Witness

James L. Collins
Name

Director, Division of Professional Regulation
Title

Date

8/22/13

RELIANT BEHAVIORAL HEALTH

Original on File

Original on File

Witness

Edward Bosanac, Dr. P.H.
Name

Chairman
Title

Date

9/3/2013

**Appendix C
Payment Schedule**

Reliant Behavioral Health will submit an invoice for the set-up fee and a monthly invoice thereafter based on the number of participants each month as per the methodology of Section 2.2 of this Agreement. Monthly invoices will be submitted by the 6th of each month for the previous month's services.

Due Date	Amount	Service
9/1/2013	\$5000.00	Set up fee
10/20/2013	\$245 per case	Participant Case Rate for September 2013
11/20/2014	\$245 per case	Participant Case Rate for October 2013
12/20/2014	\$245 per case	Participant Case Rate for November 2013
1/20/2014	\$245 per case	Participant Case Rate for December 2013
2/20/2014	\$245 per case	Participant Case Rate for January 2014
3/20/2014	\$245 per case	Participant Case Rate for February 2014
4/20/2014	\$245 per case	Participant Case Rate for March 2014
5/20/2014	\$245 per case	Participant Case Rate for April 2014
6/20/2014	\$245 per case	Participant Case Rate for May 2014
7/20/2014	\$245 per case	Participant Case Rate for June 2014
8/20/2014	\$245 per case	Participant Case Rate for July 2014
9/20/2014	\$245 per case	Participant Case Rate for August 2014
10/20/2014	\$245 per case	Participant Case Rate for September 2014
11/20/2014	\$245 per case	Participant Case Rate for October 2014
12/20/2014	\$245 per case	Participant Case Rate for November 2014
1/20/2015	\$245 per case	Participant Case Rate for December 2014
2/20/2015	\$245 per case	Participant Case Rate for January 2015

3/20/2015	\$245 per case	Participant Case Rate for February 2015
4/20/2015	\$245 per case	Participant Case Rate for March 2015
5/20/2015	\$245 per case	Participant Case Rate for April 2015
6/20/2015	\$245 per case	Participant Case Rate for May 2015
7/20/2015	\$245 per case	Participant Case Rate for June 2015
8/20/2015	\$245 per case	Participant Case Rate for July 2015
9/20/2015	\$245 per case	Participant Case Rate for August 2015
10/20/2015	\$245 per case	Participant Case Rate for September 2015
11/20/2015	\$245 per case	Participant Case Rate for October 2015
12/20/2015	\$245 per case	Participant Case Rate for November 2015
1/20/2016	\$245 per case	Participant Case Rate for December 2015
2/20/2016	\$245 per case	Participant Case Rate for January 2016
3/20/2016	\$245 per case	Participant Case Rate for February 2016
4/20/2016	\$245 per case	Participant Case Rate for March 2016
5/20/2016	\$245 per case	Participant Case Rate for April 2016
6/20/2016	\$245 per case	Participant Case Rate for May 2016
7/20/2016	\$245 per case	Participant Case Rate for June 2016
8/20/2016	\$245 per case	Participant Case Rate for July 2016
9/20/2016	\$245 per case	Participant Case Rate for August 2016

**Appendix D
Project Schedule**

By August 30, 2013	Finalize program details (i.e. panels, compliance reporting, etc)
By August 30, 2013	RBH and DPR to develop detailed plan for transition of participants to RBH
By August 30, 2013	Provide necessary training to appropriate staff at DPR and at RBH.
By September 6, 2013	Testing of systems and webservice
By September 11, 2013	Send out appropriate notification to participants of the program change; plan for how to respond to inquiries
By September 20, 2013	Final testing of systems and webservice
By October 1, 2013	RBH begins receiving and handling participant cases
Throughout October, 2013	Check-in meetings between RBH and DPR regarding transition, questions, etc. Frequency as needed/TBD
November 6, 2013	Initial monthly report and billing to be submitted to DPR for the month of October 2013.