

**AGREEMENT FOR SERVICES #074-S1511  
AMENDMENT I**

Subscription Agreement for a Hosted Platform Solution

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This Amendment I to that Agreement for Services #074-S1511 dated November 17, 2014 (the "Agreement"), is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Harmony Information Systems, Inc., a Virginia Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 11700 Plaza America Drive, Suite 1001, Reston, VA 20190, and whose Agent for Service of Process is Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833 (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide licensing for software products and services for the Health and Human Services Agency ("HHS") in accordance with Agreement 074-S1511 dated November 17, 2014; incorporated herein and made by reference a part hereof; and

**WHEREAS**, Harmony Information Systems, Inc. has legally changed their corporate name to Mediware Human and Social Services, Inc.; and

**WHEREAS**, the parties hereto have mutually agreed to amend the Agreement to reflect the corporate name change, amend and replace **Section 11 – Subsection 11.17. Insurance, Schedule B to Masters Terms and Conditions Professional Service Order Form** and add **Exhibit B – Administrative Access Addendum** to the Agreement.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #074-S1511 shall be amended a first time as follows:

1. Section 11 – Subsection 11.17. Insurance, is hereby amended as follows:

11.17. **Insurance.** Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.



- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

- 2. Schedule B attached hereto is hereby amended and replaced.
- 3. Exhibit B attached hereto is hereby added to Agreement 074-S1511.
- 4. The Agreement and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings; and

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5. Except as herein amended, all other parts and sections of that Agreement #074-S1511 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Michelle Hunter  
Michelle Hunter  
Program Manager  
Health and Human Services Agency

Dated: 3-9-16

**Requesting Department Head Concurrence:**

By: Don Ashton  
Don Ashton, M.P.A.  
Director  
Health and Human Services Agency

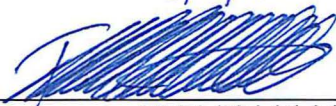
Dated: 3/10/16

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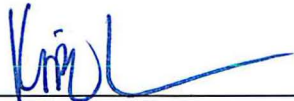
IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to the Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 3/11/16

By:   
Ron Mikulaco / ~~Brian Westkamp~~, Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 3/11/16

-- CONTRACTOR --

HARMONY INFORMATION SYSTEMS, INC.

By:   
T. Kelly Mann  
President and Chief Executive Officer  
"Contractor"

Dated: 3-8-2016

JA