

**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**, the parties hereto have mutually agreed to 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: 8/12/15

**Requesting Department Head Concurrence:**

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

Dated: 8/12/15

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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: \_\_\_\_\_

By: \_\_\_\_\_

Brian Veerkamp, Chair  
Board of Supervisors  
"County"

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

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

HARMONY INFORMATION SYSTEMS, INC.

By: \_\_\_\_\_

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

Dated: \_\_\_\_\_

JA

**Schedule B to Master Terms and Conditions  
Professional Services Order Form  
Amendment I**

<b>Item – One-time Implementation Services</b>	<b>Quantity</b>	<b>Price</b>	<b>Cost</b>
Deployment Standard Services for implementing SAMS Financial Management and the related licensed products: <ul style="list-style-type: none"> <li>- Project Management, Discovery</li> <li>- Configuration Preparation and Set-up of Administrative Structure</li> <li>- Management of single database preparation</li> <li>- Harmony for Aging I&amp;R Administrative Table</li> <li>- Administrator Orientation</li> <li>- Standard Deployment services</li> <li>- Go Live Support</li> </ul> Included Add-On Services: <ul style="list-style-type: none"> <li>- Up to 20 hours of assessment form development and/or development assistance by a Harmony Resource</li> </ul> On-site Training Services (2 days): <ul style="list-style-type: none"> <li>- Standard SAMS Case Management training, including Care Management (1.5 days, up to 25 users)</li> <li>- Harmony for Aging I&amp;R training (0.5 day, up to 25 users)</li> </ul> Web Based trainings <ul style="list-style-type: none"> <li>- SAMS Administrator (0.5 day, up to 5 users)</li> <li>- Assessment Designer (0.5 day, up to 5 users)</li> <li>- SAMScan Training (0.5 day, up to 25 users)</li> <li>- CDA Reporter (0.5 day, up to 25 users)</li> </ul>	1		\$25,610
Data conversion of consumer demographics, service deliveries, and assessments	1		\$7,800
Development of one custom report that will allow SAMScan client ID barcodes can be printed direct to card stock using a plastic card stock printer	1		\$5,700
<b>Total One-Time Implementation Services**</b>			<b>\$39,110</b>
Estimated Travel expenses for 2 day Onsite Discovery and 2 day Onsite Training. Travel will be charged in accordance with <i>Board of Supervisors Travel Policy</i> .			\$4,985
<b>Item – Hardware</b>	<b>Quantity</b>	<b>Price</b>	<b>Cost</b>
SAMScan Wedge Scanners	7	\$130	\$910
Additional SAMScan Wedge Scanners	5	\$130	\$650

<b>Total First Year Professional Services Investment:</b> (One-Time Setup, Scanner Hardware, and Travel Estimate)	<b>\$45,655</b>
<b>Total Contract Amount</b>	<b>\$243,255</b>

\*\*The detail scope of work related to the above cost is outlined in the attached *El Dorado County, CA – Area Agency on Agency PSA 29 – Client Management Software Proposal*, Last Revised: June 09, 2014.

## Exhibit B

### Administrative Access Addendum

1. Grant of Limited Administrative Access; Protection of Privileges. Subject to the terms and conditions herein and in the Agreement, Harmony agrees to provide Client with limited, remote administrative access for up to four (4) Administrators (defined below) to limited aspects of Harmony's portal environment, solely to the extent necessary for Client to manage accounts of the authorized individual users of the Software (the "Authorized Purpose"). The degree of access shall be determined by Harmony, in its sole discretion, but at a minimum, the Authorized Purpose shall include; (i) providing Client's Administrators with the ability to remotely access, via the web, Harmony's portal administration, (ii) creating and managing Client's user accounts, (iii) setting user access and security configuration, (iv) create and edit portal user accounts, (v) inactivate portal user accounts, (vi) reset portal user passwords, (vii) manage user access to applications, and (viii) add website links to portal view and post announcements on the portal. Client and the Administrators administrative access shall be for the Authorized Purpose, and for no other purpose, and Client (including the Administrators) are expressly prohibited from using such access to, among other things, change the number of authorized licensed users, change, in any way, the license grant authorized in the Agreement, or access any portion of the Software and/or the Software environment not expressly necessary to accomplish the Authorized Purpose. Client and the Administrators shall appropriately safeguard the administrative access rights granted hereunder to prevent unauthorized use. Client shall only provide administrative access to employees who are, prior to being given such access, identified to Harmony in writing, and approved by Harmony (such identified and approved employees, the "Administrators"). Client shall notify Harmony in writing of any proposed change in the Administrators prior to granting/changing such access, and Client shall ensure that Administrators who leave Client's employ, or who are otherwise removed from the role of an Administrator are denied access immediately upon such change. Client (including the Administrators) shall not abuse or misuse the administrative access granted hereunder, and any abuse shall constitute a breach of this Addendum.
  
2. Liability for Administrative Access.
  - a. Client Liability. Notwithstanding anything to the contrary, Client shall, without limitation, defend, indemnify and hold Harmony harmless from any and all claims, expenses liabilities, penalties and costs (including, without limitation, reasonable attorney's fees and court costs) arising out of or related to this Addendum or the administrative access granted hereunder.
  
  - b. No Liability for Harmony. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL HARMONY (1) HAVE ANY LIABILITY WHATSOEVER IN CONNECTION WITH THIS ADDENDUM, OR THE ACCESS GRANTED HEREUNDER, OR (2) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES,

INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, IN CONNECTION WITH THIS ADDENDUM. SHOULD THE FOREGOING LIMITATION FAIL OF ITS ESSENTIAL PURPOSE, THEN HARMONY'S MAXIMUM, CUMMULATIVE LIABILTY ARISING UNDER OR IN CONNECTION WITH THIS ADDENDUM SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000.00).

3. Incorporation into Agreement. This Addendum is hereby incorporated into the Agreement and made a part thereof.
4. Term and Termination. Once fully executed, this Addendum shall remain in effect for so long as the Agreement is in effect, unless terminated earlier as provided for herein. This Addendum may be terminated early, without cause and for any reason, by Harmony upon five (5) days' prior written notice to Client. In addition, and notwithstanding anything to the contrary, Harmony may immediately terminate and/or suspend the rights granted under this Addendum for cause; (A) upon Client's or an Administrator's breach of this Addendum, or (B) in the event Harmony has reason to believe, in its sole discretion, that the security or integrity of Harmony's software, services or networks are at risk. In the event Client's administrative access is terminated, Harmony agrees to perform such services that were previously performed by Client under this Addendum. Harmony reserves the right to charge a fee for such services. Such fee shall be mutually agreed upon by Client and Harmony. Any termination or suspension permitted hereunder shall be without penalty to Harmony. Termination of this Addendum shall not operate to terminate the Agreement, unless this Addendum is terminated by Harmony for cause.
5. Modification of Agreement. To the extent the Agreement imposes upon Harmony any obligations that are necessary or required in connection with the Authorized Purpose, then the parties agree that, as of the Effective Date, the Agreement is hereby modified to suspend such obligations until such time, that Harmony expressly resumes such obligations as documented in writing.
6. Miscellaneous. This Addendum, including the Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements with respect to the subject matter of this Agreement. No waiver or modification of this Addendum will be binding upon either party unless made in writing and signed by duly authorized representatives of such party, and no failure or delay in enforcing any right will be deemed a waiver of such right. If any provision of this Addendum shall be found to be illegal or unenforceable, such illegal or unenforceable provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties expressed herein. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one instrument. The parties agree that signatures transmitted and received via facsimile or other electronic means shall be treated as original signatures and shall be deemed valid, binding and enforceable by and against the parties.