

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 29253**

THIS FIRST AMENDMENT ("Amendment") to Tulare County Agreement Number 29253 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **RELIAS LLC** ("CONTRACTOR") as of March 17, 2020, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Agreement on June 25, 2019 , for the purpose of providing online training services to the COUNTY OF TULARE (HSA);
- B. COUNTY and CONTRACTOR now wish to amend the Agreement in order to include 26 other County Departments and continue the online e-learning services as specified below.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

- 1. Effective March 17, 2020, Exhibit A is hereby replaced in its entirety by the new Exhibit A, attached hereto and incorporated herein by reference.
- 2. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

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TULARE COUNTY AGREEMENT NO. 29253

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

RELIAS LLC

Date 2-26-2020

By James A. Trandiflor
Print Name James A. Trandiflor
Title CEO

Date 2-28-2020

By Phillip Raso
Print Name Phillip Raso
Title CEO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By [Signature]
Deputy

Matter # 2020263

Exhibit A
Scope of Services

Relias LLC

1010 Sync St., Ste. 100
Morrisville, NC 27560

Contact: Leslie Mariner, Enterprise Account Manager

Direct Line: (919) 655-7750

Cell: (480) 353-1141

Email: lmарiner@relias.com

Overview

Contractor will assist County with the Professional Services described in this Scope of Work for the Health and Human Services Agency and the Human Resources & Development Department, and is subject to the terms and conditions of the Master Agreement (Tulare County Agreement 29253). Any terms used but not defined in this Scope of Work will have the meanings ascribed in the Master Agreement.

1. Health & Human Services Agency (HHSA)

Subscription Start Date: July 1, 2019

Scope of Services:

- a. Provide online training (elearning) services to the HHSA and its key partners.
- b. Provide a platform to upload HHSA own created modules and training plans.
- c. Provide certification/licensing for state and national level accreditation where offered.
- d. Provide professional services which include continuous improvement to the Relias Learning Management System (RLMS), enhancement to the library, training, and upgrades.

Clarification of Scope of Work Expectations:

- a. The Standard Library Package will be available to HHSA users, which includes advanced access to tools, modules, accreditations, and certifications.
- b. Relias will provide a client success manager who will help meet the needs for HHSA, including but not limited to customizing services while streamlining processes and coordinating Agency initiatives.
- c. This is a fixed agreement where costs are not subject to increase unless: (1) HHSA's Director asks for additional services in writing and/or (2) the current Agreement is modified. The fixed Annual Cost (see Table 1 below) for each fiscal year include a 5% compounded increase that is inclusive of professional services that are provided.
- d. The County Agenda Item and the Board Resolution in the amount of \$555,000.00 is not part of the contract nor should any language be utilized from these documents to justify any invoice increases. Rather, the total, maximum amount payable under the agreement is \$534,227.36. The Resolution is the maximum payable to give HHSA's Director Availability to add services, up to an additional amount of \$20,772.64, as necessary.

Rates: See Table 1 below.

Table 1

Relias Standard Library Package (2,725 licensed seats)					
Fiscal Year	Base Fee (per FY)	Increase (%)	Extra Portal Cost (one-time)	Annual Cost	Price per user
FY 1 2019/20	\$169,302.89	1.0	\$500.00	\$169,802.89	\$62.31
FY2 2020/21	\$169,302.89	5.0	0	\$177,768.03	\$65.24
FY 3 2021/22	\$177,768.03	5.0	0	\$186,656.44	\$68.50
3 Fiscal Years Sum Total				\$534,227.36	

NOTE:

Relias shall invoice the County (HHSa) for the Annual Cost listed above 30 days in advance of each fiscal year.

2. Human Resources and Development Department (HRD)

Subscription Start Date: March 17, 2020

Scope of Services:

- a. Project Scope:** Contractor will upload historical data completions relating to HRD’s Users to HRD’s Relias Site.
- b. Proposed Project Plan**
 - i. HRD will provide Contractor with up to 25,000 lines of non-mapped historical data to load in to HRD’s Relias site.
 - ii. Contractor shall review data for errors and communicate adjustments needed with HRD
 - iii. Contractor will upload historical data into HRD’s Relias site.
 - iv. Contractor will QA and review with HRD to ensure accuracy and completion
 - v. Provide a platform to upload HRD’s own created modules and training plans

Clarification of Scope of Work Expectations:

- a. The Relias Learning Management System will be available to HRD users.
- b. Relias will provide a client success manager who will help meet the needs for HRD users, including but not limited to customizing services while streamlining processes and coordinating Agency initiatives.
- c. This is a fixed agreement where costs are not subject to change unless HRD asks for additional services and/or expansion to its current contract. The fixed costs per year for each year include a 5% compounded increase that is inclusive of professional services that are provided.
- d. The County may terminate the contract under the terms negotiated in the Agreement. At end of the three- year contract a new contract may be negotiated; it is not an automatic renewal.
- e. The County Agenda Item and the HHSa Board Resolution in the amount of \$555,000.00 is not part of this contract extension nor should any language be utilized from these documents to justify any invoice increases to Exhibit A Table 1. Exhibit A Table 2 maximum payable is \$36,477.28 to give HRD availability to use and add services as necessary.

Rates: See Table 2 below.

Table 2

Relias LMS Only Portal (1,950 seats)						
	Annual Cost	Increase (%)	Sub-portal set-up implementation and training	1x Professional Services for Historic Data Migration*	Sum Total	Price per user per year
FY 1 2019/20	\$3,871.28 (prorated 3/17/2020 – 6/30/2020)	N/A	\$2,000	\$2,000	\$7,871.28	\$6.82
FY2 2020/21	\$13,962.00	5%	N/A	N/A	\$13,962.00	\$7.16
FY 3 2021/22	\$14,644.00	5%	N/A	N/A	\$14,644.00	\$7.52
3 Year Sum Total						\$36,477.28
NOTE:						
Fixed cost for each fiscal year unless additional services are added into the contract per HRD request upon HRD Director approval and sign off for the purposes of HRD Scope of Work and Table 2.						
Relias shall invoice the HRD for the Annual Cost listed above 30 days in advance of each fiscal year.						

Payment Terms

- a. **Fees:** Client shall pay a one-time fee of \$2,000 based on a total of 25,000 lines of historical data. This fee is non-refundable and shall be deemed earned upon receipt. See Table 2 below.
 - i. All payments of fees or charges under this Scope of Work are subject to the terms and conditions of the Agreement.
 - ii. Contractor shall invoice Client immediately upon the effective date of this revised Exhibit A.

b. Invoicing:

HRD shall be invoiced separately from HHSA at the address listed below:

Attn: Cassie Lewis
 Tulare County Human Resources and Development Department 2500 West Burrel Ave.
 Visalia, CA 93291