

**AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT
WITH
ACCORD SYSTEMS, LLC**

This Amendment Number Two ("Amendment") is made and entered into this 30th day of November, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ACCORD SYSTEMS, LLC, a Georgia limited liability company ("Consultant").

WHEREAS, City and Consultant entered into a Professional Services Agreement on December 1, 2015 for Consultant to provide Affordable Care Act (ACA) compliance tracking and reporting services (the "Agreement"); and

WHEREAS, the Agreement provides for a term of one (1) year, with the option to extend the Agreement for four (4) additional one (1) year periods; and

WHEREAS, on November 3, 2016, City and Consultant extended the term of the Agreement for one (1) year, through November 30, 2017, through Purchase Order No. 1699-1380; and

WHEREAS, on November 30, 2017, City and Consultant extended the term of the Agreement for one (1) additional year, through November 30, 2018; and

WHEREAS, City and Consultant now desire to extend the term of the Agreement for two (2) years, through November 30, 2020, and to set forth Consultant's maximum annual compensation for the extended period accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended through November 30, 2020.
2. For the period commencing December 1, 2018 and ending November 30, 2020, Consultant's annual compensation shall not exceed Eight Thousand Dollars (\$8,000.00). Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and incorporated herein by this reference.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

James S. Rousseau Date: 1/9/19
Acting City Manager

CONSULTANT

Steve Helsing Date: 12/19/2018
Signature
Steve Helsing, COO
Name and Title

ATTEST:

Brenda Green 1/10/19
City Clerk



APPROVED AS TO FORM:

Frankie Lee Barber Date: 1/9/19
City Attorney

APPROVED AS TO INSURANCE:

Ruth Date: 1/2/19
Risk Management

APPROVED AS TO CONTENT:

[Signature] Date: 12/26/2018
Project Manager


DEPARTMENTAL APPROVAL:



Human Resources Manager

Date: 1/2/19

APPROVED AS TO PURCHASING:



Finance Director

Date: 1/8/2019

EXHIBIT A
FEE SCHEDULE



City of Costa Mesa – 2018 Full Service Pricing

CLIENT SIZE	SET-UP FEE	TRACKING FEE	IRS FILING 1094/1095-C	PRINT & FULFILLMENT
501 – 1,00	\$0*	\$6,300	\$500	\$2.50 per form

Total Cost: \$6,300(Tracking) + \$500 (Filing) + \$1,200 (Print) = \$8,000

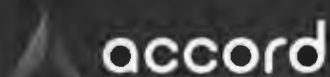
ACA Legal Guidance with Counsel	Optional Cost
1 Unit (1 hour)	\$ 500
2 Units (2 hours)	\$1,000

PRICING NOTES:

* For data not provided in the Accord data layout specification, a \$150 per hour data management fee will be applied to the billing. Maximum of five (5) Employer FEIN numbers before an additional set up fee is required.

Fulfillment Notes - USPS forwarding services are included; however, any mail that is undeliverable / returned will be forwarded to Employer address for notification and applicable re-processing. Client will need to provide final data information – in good working order – by midnight EST on Wednesday January 10, 2019 to allow adequate time for print and mail services to be completed prior to the end of January 2019.

Set-up fee is due before work can begin. Remainder of 1094/1095-C fee will be billed when system goes live. If Forms fulfillment services are elected, the forms invoice will be issued in early January 2019



info@accord-aca.com
 accord-aca.com
 888-727-2221

Accord Systems, LLC
 12395 Morris Road, Suite 100
 Alpharetta, GA 30005

Summary of Insurance (Continued)

**Spectrum Summary of Insurance
With
The Sentinel Insurance Company
A member company of The Hartford
04/14/2018 to 04/14/2019**

<u>Property Coverages – Special Form</u>	<u>Limit</u>	<u>Deductible</u>
Location 001 Building 001 12395 MORRIS RD ALPHARETTA GA 30005-4000 BUSINESS PERSONAL PROPERTY Replacement Cost TECH/SFTWRE SVCS PRVDR STRETCH	\$11,000 See Attached	\$500

Property additional Policy Coverage – Applicable to all policy locations

<u>Coverage Name</u>	<u>Limit</u>	<u>Deductible</u>
EQUIPMENT BREAKDOWN COVERAGE		
TERRORISM		
IDENTITY RECOVERY COVERAGE		
BI & EXTRA EXP LOSS-SPEC LIMIT	\$1,500,000	

Comm'l Liability Coverages – Applicable to all policy locations

<u>Coverage Name</u>	<u>Limit</u>
EACH OCCURRENCE	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU	\$1,000,000
MEDICAL EXPENSE	\$10,000
PERSONAL & ADVERTISING INJURY	\$1,000,000
GENERAL AGGREGATE	\$2,000,000
PRODUCT/COMPLETED OPERATION AGGREGATE	\$2,000,000
EMPLOYEE PRACTICES LIABILITY (CLAIMS MADE)	\$10,000 EACH CLAIM
EMPLOYEE PRACTICES LIABILITY (CLAIMS MADE)	\$10,000 AGGREGATE
TECHNOLOGY SERVICES COVG-LTD	
TERRORISM	
HIRED/NON-OWNED AUTO LIABILITY	\$1,000,000

Sum of Insurance

Summary of Insurance (Continued)

CYBERFLEX LIABILITY EXCLUSION | _____

Class Description Detail

<u>Location Number</u>	<u>Class Description</u>	<u>Class Code</u>
001	Application Service Providers	11021

Sum of Insurance



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

November 28, 2018

ACCORD SYSTEMS, LLC DBA ACCORD SYSTEMS,
12395 MORRIS RD
ALPHARETTA GA 30005-4000

Account Information:

Policy Holder Details :	ACCORD SYSTEMS, LLC DBA ACCORD SYSTEMS, LLC
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Summary Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



November 28, 2018

Account Policy Information:

Agency Name	NUTMEG INSURANCE AGENCY INC/PHS
Agency Code	46508229

Recipient Information

ACCORD SYSTEMS, LLC DBA ACCORD SYSTEMS,
12395 MORRIS RD
ALPHARETTA GA 30005-4000

SUMMARY OF INSURANCE

Account Policy Recap	Policy Number	Policy Term	Premium
Spectrum The Sentinel Insurance Company	46 SBW UQ2685	04/14/2018 to 04/14/2019	\$724

Sum of Insurance

A.M. Best Rating: A+ (Superior) ♦ Financial Size Category: XV ♦ Admitted in New Jersey

Subject: ACCORD SYSTEMS, LLC

 Policy: **EO000035467-03**
 Renewal Of: **EO000035467-02**
BINDER CONFIRMATION
Coverage Technology E&O and Cyber Liability (Claims-Made)

Policy Term: 11/01/2018 to 11/01/2019

Professional Services: Cloud-based ACA reporting platform

Limits of Liability

Third Party Limits of Liability:

 Each Claim \$5,000,000
 Aggregate \$5,000,000

First Party Limits of Liability:

 Privacy Breach Expenses - Per Event \$5,000,000
 Business Interruption & Electronic Data Restoration Expense - Per Event \$5,000,000
 Aggregate \$5,000,000

Policy Aggregate Limit of Liability: \$5,000,000

Deductibles

 Third Party Wrongful Acts Deductible \$10,000 Per Claim including Expenses \$10,000 Per Event
 First Party Deductible

Retroactive Dates

Third Party Wrongful Acts Retroactive Date: 11/01/2016

First Party Retroactive Date:

 Privacy Breach Expenses 11/01/2016
 Business Interruption & Electronic Data Restoration Expense 11/01/2016

Premium (Flat Rate):
\$12,650.56 - Includes \$486.56 GA Surplus lines taxes.
Minimum Retained Premium:

25% at Inception

TERMS & CONDITIONS
Schedule of Forms & Endorsements

 JA10010313 COVER JACKET - ADMIRAL INSURANCE COMPANY
 DE23241015 TECHNOLOGY PROFESSIONAL LIABILITY POLICY CLAIMS MADE DECLARATIONS
 EO13061116 ADMIRALPRO DELTA TEC TECHNOLOGY E&O AND CYBER LIABILITY
 EO13470817 FUNDS TRANSFER LOSS EVENT ENDORSEMENT
 EO13590118 IDENTITY THEFT, FORENSIC EXPENSES AND VOLUNTARY NOTIFICATION EXTENSION
 EO13600218 SINGLE DEDUCTIBLE FOR RELATED CLAIMS AND EVENTS
 EO13610418 TELECOMMUNICATIONS THEFT EXTENSION ENDORSEMENT
 EO13640818 CYBER EXTORTION EXPENSES TO INCLUDE DIGITAL CURRENCY
 EO13650818 COMPUTER SYSTEM TO INCLUDE MOBILE DEVICES
 EO13660818 CRIMINAL REWARD FUND COVERAGE
 EO13670918 NETWORK SECURITY AND DATA PRIVACY LIABILITY (THEFT OF PHYSICAL HARDWARE)
 EO13680918 THEFT OF PERSONAL FUNDS COVERAGE FOR SENIOR EXECUTIVE OFFICERS
 AI44020818 SERVICE OF SUIT
 MK01220617 ADMIRALPRO DELTA TEC ID EXPERTS

COMMENTS
First Party Privacy Breach Expenses are covered if a Limit is shown above and include Cyber Extortion and Crisis Management at the full Limit indicated above.
Third Party Insuring Agreement includes: Tech E&O and Professional Liability, Network Security & Data Privacy Liability, Media and Content Liability and Regulatory Proceedings including Fines & Penalties (unless otherwise excluded).

 In addition to the customized Description of Operations, there is a broad definition for covered **Technology Services** including hardware/firmware/software design, web hosting, records management/storage and network security. For a complete list of covered **Technology Services** refer to Definition SS. on Page 10 of the form.

As an Admiral Pro Delta TEC policyholder you have access to valuable breach response services and specialist support from ID Experts, a

comprehensive data breach solutions provider. This policy also grants access to the latest data privacy news, articles, checklists, and informational white papers. Please see IDExpertsCorp.com for more information.

The terms and conditions set forth in the renewal policy described in this binder confirmation may be more restrictive than the terms and conditions set forth in the expiring policy. The descriptions contained in this confirmation summarize selected terms and conditions of the renewal policy. The renewal policy itself, and not this confirmation, will govern the insured's rights as a policyholder. Specimen copies of most policy forms are available for your review in the PDF file attached to this confirmation. Complete policy wording may be made available upon your written request. Please read and compare carefully.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Accord Systems, LLC 12395 Morris Rd Suite 100 Alpharetta GA 30005	INSURER A: Hiscox Insurance Company Inc		10200
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

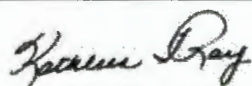
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			UDC-2098028-EO-18	11/01/2018	11/01/2019	Each Claim:	\$ 2,000,000
							Aggregate:	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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TECHNOLOGY AND SOFTWARE SERVICE PROVIDERS STRETCH SUMMARY

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Stretch Coverage form SS 40 12 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 40 12 to determine the scope of your insurance protection.

The Limit of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy:

Coverage	Limit
Accounts Receivable – On/Off-Premises	\$ 25,000
Brands and Labels	Up to Business Personal Property Limit
Claim Expenses	\$ 10,000
Computer Fraud	\$ 5,000
Computers and Media	\$ 50,000
Contract Penalty	\$ 1,000
Debris Removal	\$ 25,000
Employee Dishonesty (including ERISA)	\$ 10,000
Fine Arts	\$ 10,000
Forgery	\$ 10,000
Laptop Computers – Worldwide Coverage	\$ 5,000
Off-Premises Utility Services – Direct Damage	\$ 10,000
Outdoor Signs	Full Value
Pairs or Sets	Up to Business Personal Property Limit
Personal Property of Others	\$ 10,000
Property at Other Premises	\$ 10,000
Salespersons' Samples	\$ 1,000
Sewer and Drain Back Up	Included up to Covered Property Limits
Sump Overflow or Sump Pump Failure	\$ 15,000
Temperature Change	\$ 10,000
Tenant Building and Business Personal Property Coverage- Required by Lease	\$ 20,000
Transit Property in the Care of Carriers for Hire	\$ 15,000
Unauthorized Business Card Use	\$ 2,500
Valuable Papers and Records – On/Off-Premises	\$ 25,000

The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Newly Acquired or Constructed Property – 180 Days	
Building	\$1,000,000
Business Personal Property	\$ 500,000
Business Income and Extra Expense	\$ 500,000
Outdoor Property	\$ 20,000 aggregate/ \$1,000 per item
Personal Effects	\$ 25,000
Property Off-Premises	\$ 25,000

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

Coverage	Limit
Business Income Extension for Off-Premises Utility Services	\$ 25,000
Business Income Extension for Web Sites	\$ 50,000/7 days
Business Income from Dependent Properties	\$ 25,000
Expediting Expenses	\$ 10,000

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Extended Business Income	60 Days

The following changes apply to Loss Payment Conditions:

Coverage	Limit
Valuation Changes	
Commodity Stock	Included
"Finished Stock"	Included
Mercantile Stock - Sold	Included



City of Costa Mesa – 2018 Full Service Pricing

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Total Cost: \$6,300(Tracking) + \$500 (Filing) + \$1,200 (Print) = \$8,000

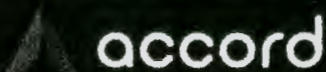
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