

**Social Solutions Global, Inc.
Amendment Number 3**

to the Agreement to Provide
Customer Support for Apricot System

Funding Amount: **\$719,330.00**

Term: **7/1/2018 to 6/30/2024**

Agreement Number: PREE-SSGI-Apricot-1823

This Amendment Number 3 ("Amendment") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Social Solutions Global, Inc., a Delaware corporation having a business address at 10801-2 N. MoPac Expwy, Ste 400, Austin, TX 78759 (hereinafter "Contractor").

As provided by Article 13.7, Merger, the parties hereby evidence their intent and desire to amend the Agreement. The parties mutually desire to amend said Agreement to make the following changes:

1. Replace Article 2, Payment, to increase the Agreement amount by Eighty-Nine Thousand Six Hundred Seventy Dollars (\$89,670) for a new total of Seven Hundred Nineteen Thousand, Three Hundred Thirty Dollars (\$719,330) and reference the addition of Exhibit B-2 (Order Form #2020-6225770); and
2. Add Exhibit B-2 (Order Form #2020-6225770) that details increased user licenses and specific professional services.

R E C I T A L S

WHEREAS, County and Contractor entered into that certain Agreement, dated July 1, 2018, for Customer Support for the Contractor's "Apricot" Secure Online Software Application services; and

WHEREAS, County and Contractor desire to amend the Agreement to increase the number of users for the 5 collaborative projects that currently use Apricot software as their data management system, as well as expand to use Apricot to manage client referrals, cases and aggregate outcomes for two housing programs: CalWORKS Housing Support Program (HSP) and The Housing and Disability Advocacy Program (HDAP); and

WHEREAS, Contractor shall provide simple order form(s) for the Human Services Department's Assistant Director to use to authorize the number of active users (in 5-user increments) on an as-needed basis, which will act as a "spend down" and which in no case shall cause the Agreement to exceed the maximum funding amount without prior written approval of the County.

NOW, THEREFORE, the parties hereto are desirous of modifying the Agreement in accordance with the terms and conditions set forth herein and hereto agree as follows:

SPECIFIC PROVISIONS

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on an annual basis in accordance with "Exhibit B: Social Solutions Global, Inc.'s Order Form #2018-29038 for Fiscal Year 18/19" (hereinafter "Exhibit B") and in accordance with "Exhibit B-1: Social Solutions Global, Inc.'s Order Form #2019-50547 for Fiscal Years 19/20, 20/21, 21/22, 22/23, and 23/24" and per "Exhibit B-2: Order Form #2020-6225770", attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Seven Hundred Nineteen Thousand, Three Hundred Thirty Dollars (\$719,330).

Expenses not expressly authorized by the Agreement shall not be reimbursed without the prior written approval of County, which shall not be unreasonably withheld, conditioned or delayed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be annually in advance of the services.



Exhibit B-2

Order Number: 2020-622570

Offer Valid Through: July 14th, 2020

Bill To:
Sonoma County Department of Human Services Department
Planning, Research, and Eval & Engag Fiscal
490 Mendocino Ave, Suite 101
Santa Rosa, California 95401
United States

Order Form

The contents of this Order Form may not be duplicated, used, or disclosed in whole or in part for any purpose other than for evaluation without express written permission of Social Solutions Global, Inc. ("SSG"). The Parties hereby agree as follows:

<i>Item</i>	<i>Amount</i>	<i>Price Per Unit</i>	<i>FY20-21</i>	<i>FY21-22</i>	<i>FY22-23</i>	<i>FY23-24</i>
FY&C Regular Additional Users	27	\$ 344.25	\$9,294.75	\$9,527.12	\$9,765.30	\$ 10,009.43
PREE/VPP Regular Additional Users	4	\$ 344.25	\$1,377.00	\$1,411.43	\$1,446.71	\$ 1,482.88
PREE/READY Regular Additional Users	9	\$ 344.25	\$3,098.25	\$3,175.71	\$3,255.10	\$ 3,336.48
E&T HMIS Additional Users	15	\$ 489.50	\$7,342.50	\$7,526.06	\$7,714.21	\$ 7,907.08
Sub Total Users	55		\$21,112.50	\$21,640.31	\$22,181.32	\$ 22,735.86
Licensing Not to Exceed: \$87,670.00						
E&T HMIS one-time plug in fee	1	\$2,000.00	\$2,000.00			
Sub Total HMIS	1		\$2,000.00			
Services Not to Exceed: \$2,000.00						
Maximum Not to Exceed Amount: \$89,670.00						

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Use Rights and Definitions: The "Authorized Use" for ETO Impact/Apricot and add-on Products includes solely using the SaaS Services for Client's internal business purposes. Client may not under any circumstances use the SaaS Services to track and report on data specific to any agency, organization, or entity other than Client's organization unless specifically authorized in an Order Form. "Authorized Users" or "Named Users" consist solely of Client's employees and designated contractors who use the Service directly and solely in the furtherance of Client's internal business purposes. Fees are based on the number of Users communicated to Social Solutions as of the date of this Quote. Client shall report to SSG no less than annually the number of Users. An increase in the number of Users in excess of the contracted limit(s) will result in an increase in the annual fees.

The additional amount of \$89,670 set forth above is budgeted funds by the County for additional product licensing or services that can be requested by SSG by issuing an Order Form to the County. For additional product licensing and services with their respective fees, SSG shall provide an Order Form to authorize purchases as a "spend down" from the maximum funding amount. No additional purchase shall cause the Contract to exceed the maximum funding amount without prior written approval of the County.

Unused "HMIS" funds may be applied towards other licenses with an applicable order form.

Terms and Conditions

****Ballmer Matching Grant Discount:** During the Initial Term, a Ballmer Matching Grant Discount of 50% will be applied to Client's Annual Fees for the Subscription Products ordered on this Order Form. However, the Ballmer Matching Grant Discount will not apply to Professional Services or other Subscription Products not identified on this Order Form.

Term (Months): Commencing on the Start Date, the initial term ("Initial Term") of this Order Form shall be for a period of the remainder of the 2020 calendar year and for 42 months thereafter. This Order Form is non-cancelable prior to the end of the Initial Term.

Storage space: Storage space for database records and all file and photo storage is included, the amount of storage space included is indicated in the product description. Additional storage space may be purchased in 10, 50, or 100 GB increments at SSG's then prevailing rates. System reviews of the amount of storage space being used by Client will be performed periodically. If Client is using more than the allotted storage space, Client will be billed for the additional usage (rounded up to the nearest GB tier) at its next invoice.

Annual Rate Increases: Any Subscription Products purchased on this Order Form on an annual basis are subject to annual rate increases not to exceed 2.5% per year during the Initial Term.

Users: Named Users means an individual identifiable by a name and excludes concurrent users. Guest Users are users with limited access activated through the Guest User Module, if applicable. "Users" may apply to either Named Users or Guest Users. Users may not share their user name with others. System reviews of the number of Users being used by Client will be performed periodically. If Client is using more than the purchased number, Client will be billed for the additional Users at its next invoice.

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Client shall request additional Users in 5 user increments.

If at any time, additional Users are added (either by Client request or usage), the fees for such additional Users will be prorated through Client's next renewal date. The additional Users will be automatically renewed year over year, unless Client provides at least 45 days written notice prior to the next annual renewal date.

Client may adjust the number of Users and related Subscription Products to as low as 250 Users by providing SSG with 45 days written notice prior to the next annual renewal date. Such adjustment shall be effective on the next annual renewal date and shall not apply retroactively.

Support Level: Unless otherwise stated in the Order Form, the customer will receive the basic Support package as outlined in the Service Level Agreement.

Payment for U.S. Clients: All Subscription fees will be waived by SSG for the 2020 calendar year pursuant to SSG's 2020 Emergency Response Promotion. Subscription fees beginning January 1, 2021, will be invoiced in advance either annually, or in accordance with any different billing frequency stated in on this Order Form. All "100% Upfront" and "T&M" professional services and training fees that have been earned or are otherwise due and payable as part of the Implementation of the Services in 2020 will be invoiced with the Subscription fees. All fees payable in U.S. Dollars and exclude taxes. Client is responsible for the payment of any tax amount(s) due unless client has delivered to SSG a valid tax exemption certificate prior to invoice. Fees may be paid by check, Electronic Fund Transfer, credit card or ACH. All payments by credit card, are subject to Client completing the attached Credit Card Authorization Form. In order to elect for ACH payments, Client must complete and execute the attached Authorization Agreement for Preauthorized Withdrawal Debits.

Professional Services: Pre-paid Professional Services must be used within one year of the date of execution of this Order Form by Client or will expire and will not be refunded. Professional Services Fees are based on Professional Services provided during normal SSG business hours, Monday through Friday, 8:30 a.m. – 5:30 p.m. local time (SSG holidays excluded), as SSG may modify upon notice to Client. Professional Services provided by SSG outside of normal SSG business hours will be subject to a premium service charge. If Client cancels a Professional Services engagement, which has not been pre-paid, less than ten (10) business days before the scheduled start date for such Professional Services, Client agrees to pay fifty percent (50%) of the total estimated fees for the Professional Services stated on the Order Form or SOW.

Travel Costs: Travel related costs that requires SSG's staff to travel outside of a 25-mile radius of SSG's place of business shall be borne by Client. Travel time is billed at half the hourly rate. SSG will use reasonable efforts to obtain the most affordable travel-related methods and accommodations available, however, SSG reserves the right to utilize the most expedient travel option available in order to accommodate Client's request for Professional Services. In addition to amounts incurred for transportation and accommodations, Client will reimburse SSG for any meals and incidental expenses incurred in the course of the on-site visit (not to exceed \$50 per day). Unless otherwise agreed to by SSG in writing, on-site Services are billed in increments of not less than four hours.

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Except as expressly modified in this Amendment, the terms and conditions of Agreement Number PREE-SSGI-Apricot-1823 and previous Amendments shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be fully executed by their authorized representatives.

This Amendment shall be effective on and as of the date of the last signature.

CONTRACTOR

COUNTY OF SONOMA

SOCIAL SOLUTIONS GLOBAL, INC.

By:

Name:

Kenneth Saunders

Title:

Chief Financial Officer

Date:

06/04/2020

By:

Name:

Karen Fies

Title:

Director, Human Services
Department

Date:

APPROVED AS TO SUBSTANCE FOR
COUNTY

By:

Name:

Oscar Chavez

Title:

Assistant Director, Human
Services Department

[] EXEMPT FROM COUNTY COUNSEL
REVIEW

APPROVED AS TO FORM FOR COUNTY

By:

Adam Radtke, Deputy
County Counsel

[] CERTIFICATES OF INSURANCE ON FILE
WITH COUNTY

[] INSURANCE REQUIREMENT CHANGES
APPROVED OR WAIVED BY RISK
MANAGEMENT

By: