

**SIXTH AMENDMENT TO COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT NO. SS-19-063
PURCHASING AGENT NO. 18-351**

This sixth Amendment to Agreement No. SS-19-063, PA No. 18-351 is entered into this 17th day of Oct, 2023, by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **WELLSKY CORPORATION**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. SS-19-063, PA No. 18-351 was entered into on July 1, 2019; and

WHEREAS, First Amendment No. SS-19-063-A1, PA No. 18-351-A1 was entered into on March 25, 2020; and

WHEREAS, Second Amendment No. BOS 20-116 was entered into on August 4, 2020; and

WHEREAS, Third Amendment No. BOS 20-116-A2 was entered into on June 22, 2021; and

WHEREAS, Fourth Amendment No. BOS 20-116-A3 was entered into on June 21, 2022; and

WHEREAS, Fifth Amendment No. SS-19-063-A5 was entered into on August 3, 2023; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and the CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in fourth Amendment No. BOS 20-116-A3, from \$229,035 to \$285,835; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to add an Attachment J, Order Form, and Attachment K, Term and Payment Terms to the original Agreement; and

WHEREAS, CONTRACTOR will continue to provide Homeless Management Information System (HMIS) software services.

NOW, THEREFORE, we agree as follows:

1. The total amount set out in fourth Amendment No. BOS 20-116-A3 is hereby increased from \$229,035 to \$285,835.

2. An Attachment J, Order Form and an Attachment K, Term and Payment Terms are hereby incorporated into the original Agreement and are attached herein.

All other terms and conditions of Agreement No. SS-19-063, PA No. 18-351, first Amendment No. SS-19-063-A1, PA No. 18-351-A1, second Amendment No. BOS 20-116, and third Amendment No. BOS 20-116-A2, fourth Amendment BOS 20-116-A3, and fifth Amendment No. SS-19-063-A5 shall remain in full force and effect.

IN WITNESS WHEREOF**DEPARTMENT FISCAL REVIEW:**

By: Bekkie Emery
 Bekkie Emery, Social Services Director

Date: July 12, 2023

Budgeted: Yes
 Budget Unit: 0433
 Line Item: 86-2189
 Org/Object Code: UY
 Grant: Yes
 Grant No.: CA I 997L9T092 I 00

COUNTY OF MENDOCINO

By: Glenn McGourty
 GLENN MCGOURTY, Chair
 BOARD OF SUPERVISORS

Date: 10/17/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle
 Deputy 10/17/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Antle
 Deputy 10/17/2023

INSURANCE REVIEW:

By: Darcie Antle
 Risk Management

Date: 07/07/2023

CONTRACTOR/COMPANY NAME

By: Stephen Greenberg
~~Marsha Blankenship, Account Specialist~~
 Stephen Greenberg, SVP Human and Social Services

Date: 7/18/2023

NAME AND ADDRESS OF CONTRACTOR:

Wellsky Corporation
11300 Switzer Road
Overland Park, KS 66210
(318) 524-7611
Marsha.Blankenship@WellSky.com

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:**APPROVED AS TO FORM:**

CHRISTIAN M. CURTIS,
 County Counsel

By: Charlotte Scott
 Deputy

Date: 07/07/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Nana Per
 Deputy CEO or Designee

Date: 07/07/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
 Exception to Bid Process Required/Completed ☒ EB# 23-172
 Mendocino County Business License: Valid ☐
 Exempt Pursuant to MCC Section: Out of State Corporation

Attachment J

WELLSKY CORPORATION ORDER FORM

This Order Form ("Order") is effective as of the date of last signature below ("Effective Date") between **Mendocino County Social Services ("Client")**, with mailing address at P O Box 839, Ukiah, CA 95482 and **WellSky Corporation**, with offices at 11300 Switzer Road, Overland Park, KS 66210 ("**WellSky**") for the products and services set forth herein. This Order is subject to and hereby incorporates the terms and conditions of the Master License and Services Agreement entered into between the parties, dated 7/1/2019 ("**Agreement**"), except to the extent explicitly identified in this Order.

This Order consists of the following Attachments:

- Attachment 1 – Term and Payment Terms
- Attachment 2 – Pricing
- Attachment 3 – Additional Terms
- Attachment 4 – Professional Services

Any questions or changes to this Order, please contact Marsha Blankenship at marsha.blankenship@wellsky.com.

Ordering Procedure:

Scan or fax this signed Order to WellSky's Corporate Contracts Department as follows:

Marsha.Blankenship@wellsky.com
and/or LegalContracts@wellsky.com
Fax: (913) 871-9571 or 9138719571@fax2mail.com

MENDOCINO COUNTY SOCIAL SERVICES:		WELLSKY CORPORATION:
Signature:		Signature:
Name: Bekkie Emery		Name: Stephen Greenberg
Title: Social Services Director		Title: SVP Human and Social Services
Date:		Date:

Attachment K

ORDER FORM ATTACHMENT 1 TERM AND PAYMENT TERMS

Scope of Use - Quantity: The Licensed Software, Cloud Services, Sublicense Software, and, Recurring Professional Services are subject to the scope of use limits - quantity set forth on Attachment 2. Client may purchase additional scope for Licensed Software or Cloud Services through the license admin page. Client agrees to be responsible for such additional purchases and shall pay such additional fees within 30 days.

1. Term:

Cloud Services, Sublicense Software, and Recurring Professional Services Term: The Cloud Services, Sublicense Software and recurring Professional Services are provided for an initial one-year term, beginning on July 1, 2023 (the "Renewal Term") and will continue through June 30, 2024. CLOUD SERVICES, SUBLICENSE SOFTWARE, AND RECURRING PROFESSIONAL SERVICES AUTOMATICALLY RENEW FOR SUCCESSIVE ONE-YEAR TERMS (EACH A "RENEWAL TERM" AND COLLECTIVELY WITH THE INITIAL TERM THE "TERM"), UNLESS TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER 30 DAYS PRIOR TO THE END OF THE THEN CURRENT TERM. In the event Cloud Services are allowed to lapse (other than for breach by WellSky) and is later reinstated, Client shall be required to pay charges for all months that Cloud Services lapsed, including appropriate late charges.

2. Payment Terms: All fees due under this Order shall be paid as follows:

- a. Cloud Services, Sublicense Software, and Recurring Fees: Client shall pay the annual recurring Cloud Services, Sublicense Software, and Recurring Professional Services fees beginning on July 1, 2023, and 100% of the annual Cloud Services, Sublicense Software, and recurring Professional Services fees annually thereafter.
- b. Increases: All annual fees may be increased by WellSky once annually commencing one (1) year following the Effective Date of the Order at a rate not to exceed 5%.

Please provide your accounts payable or billing contact information.

Name: Venus Hoaglen
Title: Staff Services Administrator
E-mail: hoaglenv@mendoclinocounty.org
Phone: 707-463-7764

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# CAB16288
Term: 7/1/2023 -6/30/2024

This is notification of your system's annual renewal amount. If applicable, please provide a purchase order number or request for contract modification NLT 30 days prior to the end of the current renewal term. Request for Termination must be received NLT 90 days prior to the end of the current renewal term. Current Renewal is based on the current number of licenses or services purchased through 3/31/2023. Contracted amounts will be affected by any purchases of additional licenses or services.

Current Contract Fees			
Qty	Description	Unit Price	Annual Price
75	Community Services - Per User Fee - Tier I - Annual	\$445.00	\$33,375.00
2	* Community Services - Report User - Premium w/Bandwidth (Included in Per User Fee)	\$0.00	\$0.00
73	* Community Services - Report User - Basic w/Bandwidth (Included in Per User Fee)	\$0.00	\$0.00
1	Community Services - Training Site	\$3,150.00	\$3,150.00
1	Community Services - Module - Fund Manager	\$7,500.00	\$7,500.00
1	Professional Services - HUD VASH Import - Standard - Automated - 4x/year - Annual Fee	\$1,650.00	\$1,650.00
Sub-Total Annual Cloud Services, Sublicense Software, and recurring Professional Services Fees:			\$45,675.00

Add On Fees			
Qty	Description	Unit Price	Annual Price
25	Community Services - Per User Fee - Tier I - Annual (AddOn)	\$445.00	\$11,125.00
2	* Community Services - Report User - Premium w/Bandwidth (Included in Per User Fee) (AddOn)	\$0.00	\$0.00
23	* Community Services - Report User - Basic w/Bandwidth (Included in Per User Fee) (AddOn)	\$0.00	\$0.00
Sub-Total AddOn Annual Cloud Services and Sublicense Software Fees:			\$11,125.00

Total Annual Cloud Services, Sublicense Software, and recurring Professional Services Fees:			\$56,800.00
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* Includes Sublicense Software – SAP Business Objects, which is governed by the EULA (<https://wellsky.com/sap-eula/>)

**ORDER FORM
ATTACHMENT 2
PRICING**

OPTIONAL PROFESSIONAL SERVICES - To Be Ordered by separate Order Forms with Statement of Work.

Qty	Description	Unit Price	Annual Price
20	Professional Services - Consulting / Data Services - Remote - (as determined by Statement of Work)	\$210.00	\$4,200.00

Add On License Fees

Unlimited additional user licenses may be added to the system. A Basic Report License is included with each Community Services License but must be ordered separately. For additional licenses, the following fees apply:

Annual Cloud Services Fees:

Community Services Per User Fee - Tier I: \$445/license/year

Annual Sublicense Software Fees:

* Community Services - Report User - Basic w/Bandwidth; Included in Per User Fee above

* Community Services - Report User - Premium (Over) \$95/license/year (2 per 50 CS licenses allowed)

– 2 Premium licenses included with 50 Community Services license.

**ORDER FORM
ATTACHMENT 3
ADDITIONAL TERMS**

None

Contract # 03400171

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**ORDER FORM
ATTACHMENT 4
PROFESSIONAL SERVICES**

Services: Continuation of:

Professional Services - HUD VASH Import - Standard - Automated - 4x/year - Annual Fee

Contract # 03400171

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