

BOS AGREEMENT NO. 20-116-A5

## Amendment #7

|                    |                            |
|--------------------|----------------------------|
| Original Agreement | PA-18-351, SS-19-063       |
| Amendment 1        | PA-18-351-A1, SS-19-063-A1 |
| Amendment 2        | BOS-20-116                 |
| Amendment 3        | BOS-20-116-A2              |
| Amendment 4        | BOS-20-116-A3              |
| Amendment 5        | SS-19-063-A5               |
| Amendment 6        | BOS-20-116-A4              |

**SEVENTH AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT NO. PA-18-351, SS-19-063**

This seventh Amendment to Agreement No. PA-18-351, SS-19-063, is entered into 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," the date this Amendment is fully executed by all parties.

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

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

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

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

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

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

WHEREAS, Sixth Amendment No. BOS-20-116-A4 was entered into on October 17, 2023 (the "Sixth Amendment"); and

WHEREAS, the Initial Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this seventh Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2024 to June 30, 2025; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount set out in the Agreement by \$54,325 for a new total of \$340,160; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add an Attachment L, Order Form, to the Agreement; and

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

NOW, THEREFORE, we agree as follows:

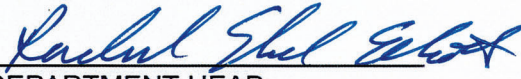
1. The termination date set out in the Agreement is hereby extended from June 30, 2024 to June 30, 2025.
2. The total contracted amount set out in the Agreement is hereby increased by \$54,325 for a new total of \$340,160.
3. An Attachment L, Order Form, is hereby added to the Agreement, and is attached herein.

All other terms and conditions of the Agreement shall remain in full force and effect.



**IN WITNESS WHEREOF**

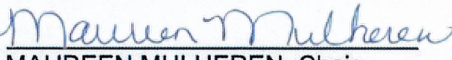
**DEPARTMENT FISCAL REVIEW:**

By:   
DEPARTMENT HEAD

Date: 7-30-24

Budgeted: Yes  
Budget Unit: 0433  
Line Item: 86-2189  
Org/Object Code: VRHIP  
Grant: Yes  
Grant No.: CA2133L9T092200

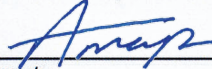
**COUNTY OF MENDOCINO**

By:   
MAUREEN MULHEREN, Chair  
BOARD OF SUPERVISORS

Date: 09/24/2024

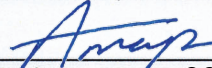
**ATTEST:**

DARCIE ANTLE, Clerk of said Board


By:   
Deputy 09/24/2024

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:   
Deputy 09/24/2024

**INSURANCE REVIEW:**

By:   
Risk Management

Date: 07/15/2024

**CONTRACTOR/COMPANY NAME**

By: Steve Greenberg  
SIGNATURE

Date: 8/29/2024 | 8:54 PM CDT

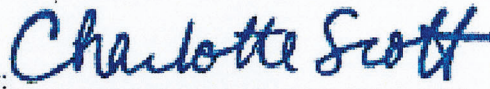
**NAME AND ADDRESS OF CONTRACTOR:**

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:

By:   
COUNTY COUNSEL

Date: 07/15/2024

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By:   
Deputy CEO or Designee

Date: 07/15/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☒ EB# 24-170  
Mendocino County Business License: Valid ☐  
Exempt Pursuant to MCC Section: Out of State Corporation



## Attachment L

### WELLSKY CORPORATION ORDER FORM

This Order Form ("Order") is effective as of the date of last signature below ("Effective Date") between **Mendocino County Department of Social Services ("Client")**, with offices 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 July 1, 2019 ("Agreement"), except to the extent explicitly identified in this Order.

This Order consists of the following Attachments:

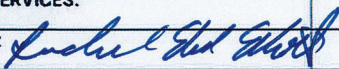

- Attachment 1 – Term and Payment Terms
- Attachment 2 – Pricing
- Attachment 3 – Additional Terms
- Attachment 4 – Professional Services

Any questions or changes to this Order, please contact Marsha Blankenship at [marsha.blankenship@wellsky.com](mailto:marsha.blankenship@wellsky.com).

#### Ordering Procedure:

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

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

| MENDOCINO COUNTY DEPARTMENT OF SOCIAL SERVICES: |   | WELLSKY CORPORATION: |  |
|---|---|----------------------|--|
| Signature:                                      |  | Signature:           |  |
| Name:   | Rachel Ebel-Elliott   | Name:                | Stephen Greenberg  |
| Title:  | Acting Assistant Social Services Director   | Title:               | SVP Human and Social Services  |
| Date:   | 7/30/24   | Date:                | 8/29/2024   8:54 PM CDT  |



Attachment L – Page 2

ORDER FORM  
ATTACHMENT 1  
TERM AND PAYMENT TERMS

1. Scope of Use - Quantity: The 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.

2. Term:

Cloud Services, Sublicense Software, and Recurring Professional Services Term: The Cloud Services, Sublicense Software, and recurring Professional Services are provided for a one-year term, beginning on July 1, 2024 (the "Renewal Term") and will continue through June 30, 2025. CLOUD SERVICES AND 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 90 DAYS PRIOR TO THE END OF THE THEN CURRENT TERM.

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

- a. Cloud Services, Sublicense Software, and Recurring Professional Services Fees: Client shall pay the annual Cloud Services, Sublicense Software, and recurring Professional Services fees beginning on July 1, 2024, and 100% of the annual Cloud Services, 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 6%.

Please provide your accounts payable or billing contact information.

|   |
|---|
| <b>Name:</b> Venus Hoaglen                  |
| <b>Title:</b> Staff Services Administrator  |
| <b>E-mail:</b> hoaglenv@mendocinocounty.gov |
| <b>Phone:</b> (707) 463-7764                |



## Attachment L – Page 3

**ORDER FORM  
ATTACHMENT 2  
PRICING**

GP# CAB16288

Term: July 1, 2024 – June 30, 2025

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. Renewal is based on the current number of licenses or services purchased through 4/30/2024. Contracted amounts will be affected by any purchases of additional licenses or services.

| Qty  | Description  | Unit Price | Annual Price       |
|--|--|------------|--------------------|
| 85   | Community Services - Per User Fee - Tier I - Annual  | \$445.00   | \$37,825.00        |
| 4  | * Community Services - Report User - Premium w/Bandwidth (Included in Per User Fee)              | \$0.00     | \$0.00             |
| 96   | * 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 (02669032) | \$1,650.00 | \$1,650.00         |
| <b>Total Annual Cloud Services, Sublicense Software, and recurring Professional Services Fees:</b> |  |            | <b>\$50,125.00</b> |

\* Includes Sublicense Software – SAP Business Objects, which is governed by the EULA (<https://wellsky.com/sap-eula/>)

**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) – Forecast Only | \$210.00   | \$4,200.00   |

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 Allotment) w/Bandwidth: \$95/license/year [2 per 50 CS licenses allowed]

-- 2 Premium licenses included with 50 Community Services license.



## Attachment L – Page 4

### ORDER FORM ATTACHMENT 3 ADDITIONAL TERMS

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. Renewal is based on the current number of licenses or services purchased through 4/30/2024. Contracted amounts will be affected by any purchases of additional licenses or services.

Reflects Removal of qty. 15 Community Services – Per User Fee – Tier I – Annual and qty. 15 Community Services – Report User – Basic w/BW - \$6,675.00/yr reduction.

Contract # 03950258

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Attachment L – Page 5

ORDER FORM  
ATTACHMENT 4  
PROFESSIONAL SERVICES

Services: Continuation of:

Professional Services - HUD VASH Import - Standard - Automated - 4x/year - Annual Fee (02669032)

Contract # 03950258

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