

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

This fourth Amendment to Agreement No. SS-19-063, PA No. 18-351 is entered into this ____ day of ____, 2022, 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, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and 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 third Amendment No. BOS 20-116-A2, from \$180,610 to \$229,035; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to add an Attachment H, Order Form, and Attachment I, Order Form to the original contract; 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 third Amendment No. BOS 20-116-A2 is hereby increased from \$180,610 to \$229,035.
2. An Attachment H, Order Form and an Attachment I, Order Form is hereby incorporated into the original contract 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 shall remain in full force and effect.

IN WITNESS WHEREOF**DEPARTMENT FISCAL REVIEW:**By: Bekkie J Emery
Bekkie Emery, Social Services DirectorDate: May 4, 2022Budgeted: ☒ Yes ☐ No

Budget Unit: 0433

Line Item: 86-2189

Org Code: UY

Grant: ☒ Yes ☐ No

Grant No.: CA1822H9T091800

COUNTY OF MENDOCINOBy: TW
TED WILLIAMS, Chair
BOARD OF SUPERVISORSDate: 06/21/2022**ATTEST:**

DARCIE ANTLE, Interim Clerk of said Board

By: Antle
Deputy 06/21/2022

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

DARCIE ANTLE, Interim Clerk of said Board

By: Antle
Deputy 06/21/2022**INSURANCE REVIEW:**By: Darcie Antle
Risk ManagementDate: 04/26/2022**CONTRACTOR/COMPANY NAME:**By: Stephen Greenberg
Stephen Greenberg, Svr. Health & Human Svcs.Date: 5/18/2022**NAME AND ADDRESS OF CONTRACTOR:**WellSky Corporation
11300 Switzer Road
Overland Park, KS 66210
(318) 524-7611
LegalContracts@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 CounselBy: Nathaniel R. A.
DeputyDate: 04/26/2022**EXECUTIVE OFFICE/FISCAL REVIEW:**By: Nara Per
Deputy CEO or DesigneeDate: 04/26/2022Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB# 22-67
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside Mendocino County _____

Attachment H

WELLSKY CORPORATION ORDER FORM

This Order Form ("Order") is dated as of _____ ("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.

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 Department of 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 I

ORDER FORM ATTACHMENT 1 TERM AND PAYMENT TERMS

Scope of Use - Quantity: The Licensed Software or Cloud Services and 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 and Recurring Professional Services Term: The Cloud Services and recurring Professional Services are provided for an initial one-year term, beginning on July 1, 2022 (the "Renewal Term") and will continue through June 30, 2023. CLOUD SERVICES 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 and Professional Services Recurring Fees:** Client shall pay the annual Cloud Services and Professional Services recurring fees beginning on July 1, 2022 and 100% of the annual Cloud 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: Siobhan Burkes
Title: Account Specialist II
E-mail: burkess@mendocinocounty.org
Phone: (707)463-7870

Attachment I – Page 2

ORDER FORM ATTACHMENT 2 PRICING

GP# CAB16288

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 renewal date. Renewal is based on current number of licenses or services purchased through 2/28/2022. Contracted amounts will be affected by any purchases of additional licenses or services.

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	\$0.00	\$0.00
73	Community Services - Report User - Basic w/Bandwidth	\$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 - Consul, Mgmt., & Maint - HUD-VASH HOMES CSV	\$1,650.00	\$1,650.00

Total Annual Cloud Services & Recurring Professional Services Fees: \$45,675.00

* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply. One Basic Report License is included with each Community Services License. Please order separately.

Annual Recurring Cloud Services Fees [Add on License]:

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

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

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)	\$137.50	\$2,750.00

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ORDER FORM ATTACHMENT 3 ADDITIONAL TERMS

None

Contract # 02994319

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Attachment I – Page 4

ORDER FORM ATTACHMENT 4 PROFESSIONAL SERVICES

Services: Professional Services - Consul, Mgmt, & Maint - HUD-VASH HOMES CSV

Contract # 02994319

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