

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

This Amendment to Agreement No. SS-19-063, PA No. 18-351 is entered into this 25th day of March, 2020, 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, upon execution of this document by the County of Mendocino 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 to amount set out in original Agreement No. SS-19-063, PA No. 18-351, from \$32,055 to \$48,435; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to add an Attachment B – Order Form, and Attachment C – 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 the original Agreement No. SS-19-063, PA No. 18-351 will be increased from \$32,055 to \$48,435.
2. An Attachment B - Order Form and Attachment C – Order Form will be incorporated into the original contract and is attached herein.

All other terms and conditions of Agreement No. SS-19-063, PA No. 18-351 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Tammy Moss Chandler
Tammy Moss Chandler, HHSA Director

Date: 2/4/20

Budgeted: ☐ Yes ☒ No

Budget Unit: 0433

Line Item: 86-2189

Org/Object Code: UY

Grant: ☒ Yes ☐ No

Grant No.: CA1400L9T091500

CARMEL J. ANGELO, Chief Executive Officer

By: Michelle Rawn
PURCHASING AGENT

Date: 3/3/2020

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 3/3/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Darcie Antle
Deputy CEO

Date: 3/3/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ 20-95

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

CONTRACTOR/COMPANY NAME

By: Stephen Greenberg
Stephen Greenberg, SVP Human and
Social Services

Date: 3/25/2020

NAME AND ADDRESS OF CONTRACTOR:

WellSky
WellSky Corporation
11300 Switzer Road
Overland Park, KS 66210
913-307-1169
Andrew.Berg@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,
Acting County Counsel

By: Charlotte Scott
Deputy

Date: 3/3/2020

ATTACHMENT B

WELLSKY CORPORATION
ORDER FORM

This Order Form ("Order") is dated as of March 25, 2020 ("Effective Date") between **Mendocino County Health & Human Services Agency** ("Customer"), with offices at PO 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:

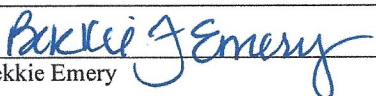
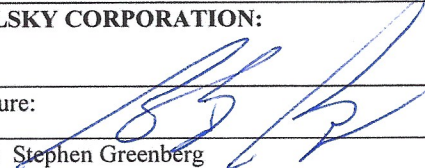
- Attachment 1 – Term and Payment Terms
- Attachment 2 – Pricing
- Attachment 3 – Additional Terms
- Attachment 4 – Professional Services

Any questions or changes to this Order, please contact Andrew Berg at 913-307-1169.

Ordering Procedure:

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

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

| | | |
|--|--|---|
| MENDOCINO COUNTY HEALTH & HUMAN SERVICES AGENCY: | | WELLSKY CORPORATION: |
| Signature:  | | Signature:  |
| Name: Bekkie Emery | | Name: Stephen Greenberg |
| Title: Social Services Branch Director | | Title: SVP Human and Social Services |
| Date: Jan. 23, 2020 | | Date: 3/25/2020 |

ATTACHMENT B

**ORDER FORM
ATTACHMENT 1
TERM AND PAYMENT TERMS**

1. Term. NA

2. Payment Terms.

1. In accordance with the payment terms established in the Master License and Services Agreement Attachment A – Scope of Use, Terms and Payment Terms, 100% of the total professional services fees on the Effective Date of this Order.

Please provide your accounts payable or billing contact information.

| |
|---|
| Name: Tammie McKee |
| Title: Account Clerk III |
| E-mail: mckeet@mendocinocounty.org |
| Phone: (707)463-7870 |

ATTACHMENT B

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# - CAB16288

| Professional Services | One-Time Flat Fees |
|---|---------------------------|
| Data Services – One-Time HUD CSV to Community Services Import (one site) - up to 40 hours | \$5,500.00 |
| Data Services - One-Time custom data import to Community Services VI-SPDAT measurement tool - up to 25 hours | \$3,437.50 |
| Data Services - One-Time custom data import to Community Services FVI-SPDAT measurement tool - up to 25 hours | \$3,437.50 |
| Total One-Time Fees | \$12,375.00 |

ATTACHMENT B

**ORDER FORM
ATTACHMENT 3
ADDITIONAL TERMS**

- While some upgrades may be possible without impacting the Total Hours, pricing is subject to change if the site is upgraded between when this Order Form is written and before the work is completed and applied to the live site.
- Completion of the work is dependent on numerous time-sensitive variables. It is important to verify the demo site delivered to Customer as soon as possible and to subsequently apply work to Customer's live site. Therefore, Customer is responsible to notify WellSky of any product/service defects on the demo site within twenty (20) calendar days of the date the demo site is delivered to the Customer. After this time, additional charges may apply to complete the work outlined in this agreement.
- Customer is responsible to notify WellSky of any product/service defects within forty-five (45) calendar days of the completion of the work outlined in this agreement. After this period, the product/service will be deemed to meet all of Customer's requirements outlined herein and accepted by the Customer.
- For all requests involving changes to the Community Services system and/or changes to the data in the Community Services database, completion of work is defined as the date the changes are applied to the Customer's live site.
- Additional hours required to complete items that are not included can be purchased at a rate of \$137.50 per hour.

ATTACHMENT B

**ORDER FORM
ATTACHMENT 4
PROFESSIONAL SERVICES**

Customer has requested that WellSky Corporation (“WellSky”) perform the following services (“Services”) as set forth in this Order Form.

Purpose

To create and execute programming to import a Customer generated HMIS CSV into the customer’s Community Services (ServicePoint) site. The import will adhere the rules outlined in the Services section below, specifically “HMIS CSV Import”.

Subsequent custom VI-SPDAT and FVI-SPDAT imports will occur at a later date and will also adhere to the rules outlined in the Services section, specifically “Custom VI-SPDAT and FVI-SPDAT Data Import”.

Origination of customer request can be found in Salesforce Case No. [00857706](#).

Services

HMIS CSV Import

Sites Affected: WellSky Professional Services will import a customer-generated HUD HMIS CSV into the following Community Services site.

| | Community Services Site URL |
|-------------|---|
| Destination | https://sp5.servicepoint.com/mchscoc |

Data Types Included: A standard HMIS CSV import to a Community Services site will include all Universal Data Elements (UDEs), as outlined in the HMIS Data Standards Data Dictionary (<https://files.hudexchange.info/resources/documents/HMIS-Data-Dictionary.pdf>). Note that WellSky Professional Services will map legacy services to AIRS Taxonomy services based on a Customer-provided mapping document as a part of this specific import.

Provider/User Creating: Data imported from this payload will be created using the following provider and user. Note that imported data will appear as if this user created the data and appropriate visibility rules will apply.

| Provider Creating ID | Provider Creating Name | User ID | User Name |
|----------------------|------------------------|---------|-----------|
| TBD* | TBD* | TBD* | TBD* |

*Customer must provide this data before Data Services work can begin. Once provided, this Order Form will be updated and attached to in Salesforce Case No. [00857706](#) for visibility.

Visibility of Imported Data: Data imported via this payload will use the following rules.

1. Imported data will use the default visibility of the provider_creating specified above.
2. The static element’s visibility (clients, needs/services, entry exits, etc.) will follow the provider’s visibility configuration found on the “Visibility > Static” tab.
3. Dynamic data (assessment answers) will follow the provider’s visibility configuration of the “XML Import Visibility / Eligibility Additional Answer Visibility” found on the “Visibility > Dynamic” tab.
 - a. Note: All answers, regardless of which assessments they are on, will use the visibility of the “XML Import Visibility / Eligibility Additional Answer Visibility” item.
4. Note: Client Demographics is displayed on the “Visibility > Static” tab even though this is dynamic data. Client Demographics will be imported and the visibility of the “XML Import Visibility / Eligibility Additional Answer Visibility” item will be applied to it.

ATTACHEMENT B

ORDER FORM ATTACHMENT 4 PROFESSIONAL SERVICES

Client Synchronization: Client record matching is enabled for this site-to-site payload. Client records from the Source site that are found to sufficiently match existing records on the Destination site will be merged into the matched client records using the following scoring system.

First name (5 points if matched)
Last name (5 points if matched)
Middle name (1 point if matched)
Date of birth (10 points if matched)
SSN (20 points if matched)

If the score is 26 points or more, the incoming client is a match for the existing client and the existing client will be *updated* with the incoming information. If no match is made, the client will be imported as *new*. If the incoming client matches more than one existing client, the client *will not be imported*. These clients will be noted once the import is completed.

Picklist Settings: The following logic will be used for importing picklist values.

1. Lock Picklist Values: enabled
2. Import Inactive Picklist Values: disabled

Custom VI- SPDAT and FVI-SPDAT Data Import

Data Types Included: VI-SPDAT and FVI-SPDAT assessment data will be imported into the respective Community Services measurement tool (VI-SPDAT and FVI-SPDAT, respectively). Customer will provide one CSV file for VI-SPDAT data and one CSV file for FVI-SPDAT data. The CSV files will match or closely match the format embedded here and attached to case [00857706](#) as “Mendocino VISPDAT Sample.xlsx” on 12/3/19 at 5:44 PM CT by Kouri Linder. Columns will map to data elements in the respective measurement tool, either exactly by column name to Community Services data element. Note that WellSky Professional Services will work within the bounds of the time limitation (25 hours per CSV file) to massage data to meet Community Services import requirements. If the work exceeds the time limitation an additional Order Form will be required to scope and complete any additional data massaging efforts by WellSky Professional Services.

Provider/User Creating: Data imported from this payload will be created using the following provider.

| Provider Creating ID | Provider Creating Name |
|----------------------|------------------------|
| TBD* | TBD* |

*Customer must provide this data before Data Services work can begin. Once provided, this Order Form will be updated and attached to in Salesforce Case No. [00857706](#) for visibility.

Visibility of Imported Data: Data imported via this custom import will use the following rules.

1. Imported data will use the default visibility of the provider_creating specified above.
2. The static element’s visibility (clients, needs/services, entry exits, etc.) will follow the provider’s visibility configuration found on the “Visibility > Static” tab.
3. Dynamic data (assessment answers) will follow the provider’s visibility configuration of the “XML Import Visibility / Eligibility Additional Answer Visibility” found on the “Visibility > Dynamic” tab.

Client Synchronization: Each of the two CSV files (VI-SPDAT and FVI-SPDAT) will include a column for the ClientTrack ClientID, which will be the primary key for mapping data to clients in Community Services. That ClientTrack ClientID will map to the Alternate Client ID in Community Services, and data will be imported to a given client based on that value

ATTACHEMENT B

**ORDER FORM ATTACHMENT
4 PROFESSIONAL
SERVICES**

matching. If a row of the import data file contains a ClientTrack ClientID that does not match an Alternate Client ID in Community Services, that row will be noted in a log but *will not be imported*.

Assumptions and Limitations

1. Customer will provide HMIS CSV format v6.12 according to HUD Specifications (https://hudhdx.info/Resources/Vendors/5_1_2/HMISCSVSpecifications6_12.pdf). Any updates needed to modify import files to meet HUD CSV specifications will need to be made by the customer and the updated files resubmitted to WellSky for import.
2. Existing visibility groups *will not* be removed from any historical client-related data on the Destination Community Services site.
3. Visibility groups associated with each piece of historical client-related data *will not* be modified on the Destination Community Services site.
4. Provider default visibility groups associated with each type of static and/or dynamic data *will not* be modified on the Destination Community Services site.

ATTACHMENT C

WELLSKY CORPORATION ORDER FORM

This Order Form ("Order") is dated as of March 25, 2020 ("Effective Date") between **Mendocino County Health & Human Services Agency** ("Client"), with offices at PO 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.

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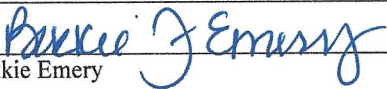
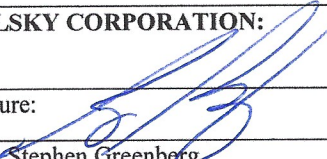
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Andrew.Berg@wellsky.com and Marsha.Blankenship@wellsky.com
and/or LegalContracts@wellsky.com
Fax: (913) 871-9571 or 9138719571@fax2mail.com

| | | |
|--|--|---|
| MENDOCINO COUNTY HEALTH & HUMAN SERVICES AGENCY: | | WELLSKY CORPORATION: |
| Signature:  | | Signature:  |
| Name: Bekkie Emery | | Name: Stephen Greenberg |
| Title: Social Services Director | | Title: SVP Human and Social Services |
| Date: <u>Jan. 23, 2020</u> | | Date: <u>3/25/2020</u> |

ATTACHMENT C
ORDER FORM
ATTACHMENT 1
TERM AND PAYMENT TERMS

1. Term:
 - a. Cloud Services Fees: The Cloud Services under this Order shall begin January 1, 2020 and run coterminous with the existing term and renew according to the prior Order.

2. Payment Terms:
 - a. Cloud Services Fees: Client shall pay the pro-rated annual recurring Cloud Services fees beginning on January 1, 2020, 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%. Cloud Services fees may further be increased upon prior written notice to Client in the event WellSky's third party supplier increased such fees.

Please provide your accounts payable or billing contact information.

| |
|---|
| Name: Tammy McKee |
| Title: Account Clerk II |
| E-mail: mckeet@mendocinocounty.org |
| Phone: (707) 463 – 7870 |

ATTACHMENT C

ORDER FORM ATTACHMENT 2 PRICING

GP# - CAB16288

| Cloud Service Recurring Annual Fees | | | |
|--|------------------|---|-------------------|
| Qty. | Per License/Unit | Item | Annual Fees |
| 18 | \$445 | Community Services Per User Fee – Tier I – Software Maintenance, Enhancement and Client Support, Hosting, and Basic Reporting | \$8,010.00 |
| Total Cloud Service Recurring Annual Fees (NOTE: Pro-rated fees are based on an estimated purchase date and are not reflected in this total) | | | \$8,010.00 |

ATTACHMENT C
ORDER FORM
ATTACHMENT 3
ADDITIONAL TERMS

None

ATTACHMENT C
ORDER FORM
ATTACHMENT 4
PROFESSIONAL SERVICES

None