

BOS AGREEMENT NO. 20-116

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

This second Amendment to Agreement No. SS-19-063, PA No. 18-351 is entered into this 4TH day of AUGUST, 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, Amendment No. SS-19-063-A1, PA No. 18-351-A1 was entered into on March 25, 2020; 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 original Amendment No. SS-19-063-A1, PA No. 18-351-A1, from \$48,435 to \$114,522.50; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to add an Attachment D, Order Form, and Attachment E, 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 original Amendment No. SS-19-063-A1, PA No. 18-351-A1 will be increased from \$48,435 to \$114,522.50.
2. An Attachment D, Order Form and an Attachment E, Order Form will be incorporated into the original contract and are attached herein.

All other terms and conditions of Agreement No. SS-19-063, PA No. 18-351, and Amendment No. SS-19-063-A1, PA No. 18-351-A1 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Margale Woods ^{HHS.A}
Tammy Moss Chandler ^{ASS. St. Director}
Tammy Moss Chandler, HHSA Director

Date: _____

Budgeted: ☒ Yes ☐ No
Budget Unit: 0433
Line Item: 86-2189
Org/Object Code: UY
Grant: ☐ Yes ☒ No
Grant No.:

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: AUG 05 2020

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Imdney Dumke
Deputy
AUG 05 2020

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

CARMEL J. ANGELO, Clerk of said Board

By: Imdney Dumke
Deputy
AUG 05 2020

INSURANCE REVIEW:

By: Candice Doyle
Risk Management
6/11/2020
Date: _____

CONTRACTOR/COMPANY NAME

By: Stephen Greenberg
Stephen Greenberg,
SVP Human and Social Services
Date: 6/16/2020

NAME AND ADDRESS OF CONTRACTOR:

WellSky Corporation
11711 W. 79th St.
Lenexa, KS 66124
913-307-1000
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,
County Counsel

By: Christian M. Curtis
Deputy
6/11/2020
Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Amble
Deputy CEO
6/11/2020
Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB# 20-147
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____

ATTACHMENT D**WELLSKY
CORPORATION
ORDER FORM**

This Order Form ("Order") is dated as of _____ ("Effective Date") between **Mendocino County Health & Human Services Agency** ("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:

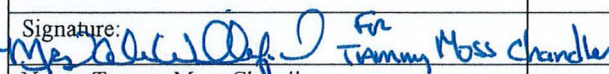

- Attachment 1 – Term and Payment Terms
- Attachment 2 – Pricing
- Attachment 3 – Additional Terms
- Attachment 4 – Professional Services

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 HEALTH & HUMAN SERVICES AGENCY:		WELLSKY CORPORATION:
Signature: 		DocuSigned by: 
Name: Tammy Moss Chandler		Name: Stephen Greenberg
Title: Director		Title: SVP Human and Social Services
Date:		Date: 6/16/2020

ATTACHMENT D

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

1. Scope of Use - Quantity: The Licensed Software or Cloud Services is 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 Term: The Cloud Services are provided for an initial one-year term, beginning on July 1, 2020 (the "**Renewal Term**") and will continue through June 30, 2021 CLOUD 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
3. Payment Terms. All fees due under this Order shall be paid as follows:
 - a. Cloud Services: Client shall pay the Cloud Services fees annually beginning on July 1, 2020 and on each anniversary of such date every year thereafter.
 - b. Cloud Services Recurring Fees: Client shall pay the annual recurring Cloud Services fees beginning on July 1, 2020 and 100% of the annual Cloud Services fees annually thereafter.
 - c. 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: Tammie McKee
Title: Account Clerk III
E-mail: mckeet@mendocinocounty.org
Phone: (707)463-7870

ATTACHMENT D**ORDER FORM
ATTACHMENT 2
PRICING**

July 1, 2020 - June 30, 2021

GP# CAB16288

NOTE: Renewal pricing is based on current number of license (49 as of March 2, 2020). Contracted amounts listed will be affected by any purchase of additional license (see * below).

Community Services License Count Summary	
Item	Quantity
Community Services - User License *	49
Community Services - Reporting User - Premium (AdHoc) *	2
Community Services - Reporting User - Basic (Report Viewer) *	47

Cloud Service Fees Billed on a Per License Basis			
Quantity	Per License	Item	Annual
49	\$445.00	Community Services Per User Fee - Tier I	\$21,805.00
Sub-Total Cloud Service Fees Billed Annually on a Per License Basis			\$21,805.00

Cloud Service Flat Fees			
Quantity	Per Unit	Item	Annual
1	\$3,150.00	Community Services – Training Site	\$3,150.00
Sub-Total Cloud Service Flat Fees Billed Annually			\$3,150.00

Total Cloud Service Annual Fees			\$24,955.00
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OPTIONAL PURCHASES			
Optional License Purchases - May be purchased through LIVE Site at any time.			
Quantity	Per License	Item	Annual
26	\$445.00	Community Services Per User Fee - Tier I (Includes Reporting License)	\$11,570.00
Year One Annual Fees (Does not reflect pro-rated fee): <i>Licenses may be purchased at any time on LIVE Site and fee will be pro-rated to the remaining months of the calendar year.</i>			\$11,570.00

Total Forecast with add on :			\$36,525.00
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ATTACHMENT D

**ORDER FORM
ATTACHMENT 2
PRICING**

* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply. NOTE: Please order 1 Reporting License with each Community Services License (included in per license fee).

New Fee Schedule [Add On License] - Annual Recurring Cloud Services Fees:

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

* Community Services - Code Set User ICD/CPT Fee: \$27/license/year *(If applicable)*

PROFESSIONAL SERVICES (NEW FEE SCHEDULE - For Information Only)

Professional Services Onsite Consulting: \$2,020/day (minimum 2-days with 30-day notice.) Professional Services Onsite Training Fee: \$2,020/day (minimum 2-days with 30-day notice.) Professional Services Remote Consulting Time and Materials Rate: \$137.50/ hour Professional Services Remote Training Hours (Webinar Training): \$220/hour

Data Services

Data Services Hourly Fee: \$137.50/hour

Data Services Hourly Fee: Expedited Fee: \$165/hour

ATTACHMENT D

**ORDER FORM
ATTACHMENT 3
ADDITIONAL TERMS**

None

ATTACHMENT D

**ORDER FORM
ATTACHMENT 4
PROFESSIONAL SERVICES**

Services: Not applicable

ATTACHMENT E

WELLSKY CORPORATION ORDER FORM

This Order Form ("Order") is dated as of _____ ("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 Rd, 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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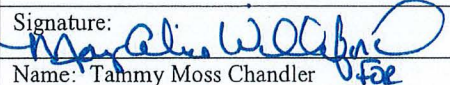

- Attachment 1 – Term and Payment Terms
- Attachment 2 – Pricing
- Attachment 3 – Additional Terms
- Attachment 4 – Professional Services

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: Tammy Moss Chandler <i>Tammy Moss Chandler</i>	Name: Stephen Greenberg
Title: Director of HHSA	Title: SVP Human and Social Services
Date:	Date: 6/16/2020

ATTACHMENT E

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

1. Term. NA
2. Payment Terms.

All professional services shall be billed on a time and materials basis, monthly as incurred. Any hours in excess of the scope defined in this Order will be billed as incurred in arrears.

Please provide your accounts payable or billing contact information.

Name: Tammie McKee
Title: Account Clerk III
E-mail: mckeet@mendocinocounty.org

ATTACHMENT E

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# - CAB16288

Professional Services Fees			
Qty.	Per Unit	Item	Services Fees
215	\$137.50	Professional Services - Implementation Services Consulting, Data Services Payloads and/or Customizations	\$29,562.50

ATTACHMENT E

ORDER FORM ATTACHMENT 3 ADDITIONAL TERMS

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 Client as soon as possible and to subsequently apply work to Client's live site. Therefore, Client is responsible to notify WellSky of any product/service defects on the demo site within ten (10) calendar days of the date the demo site is delivered to the Client. After this time, additional charges may apply to complete the work outlined in this agreement.
- Client is responsible to notify WellSky of any product/service defects within thirty (30) 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 Client's requirements outlined herein and accepted by the Client.
- For all requests involving changes to the Community Services system and/or changes to the data in the ServicePoint 5 database, completion of work is defined as the date the changes are applied to the Client's live site.

ATTACHMENT E

ORDER FORM ATTACHMENT 4 PROFESSIONAL SERVICES

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

Purpose

To earmark funds for use on WellSky Professional Services engagements over the course of the 2020 Renewal Period. This will be known as the Professional Services 2020 Renewal Period Budget.

Services

Throughout the 2020 Renewal Period, Client will reach out to WellSky Professional Services to request project work to be scoped. WellSky Professional Services will work within the confines of this agreement to scope the requested work; the defined scope will then be drawn up in a \$0 Change Order which will be tied to this Order Form. Client signature will be required on all such \$0 Change Orders.

Budget: the fees listed in Attachment 3 (Professional Services Fees) will compose the extent of the budget available for all WellSky Professional Services project work during the 2020 Renewal Period. The following rules will apply to the budget:

1. Within the confines of the Professional Services 2020 Renewal Period Budget, Professional Services will bill at a Time & Materials rate of \$137.50 per hour.
2. Every quarter-hour billed by WellSky Professional Services will reduce the budget available by \$34.375.

At the Client's request, WellSky Professional Services will send monthly budget snapshots to denote the current available budget at the end of each month.

Overall Scope: the following rules will apply to the scope of the Professional Services 2020 Renewal Period Budget as well as any \$0 Change Orders derived through the 2020 Renewal Period.

1. Client will request Professional Services work and provide as much detail as possible surrounding the request. Professional Services will draw up a scope of work into a \$0 Change Order based on the Client information provided.
2. \$0 Change Orders will include an Hours Estimate for each request; however, WellSky Professional Services will not be bound by that Hours Estimate. As WellSky Professional Services approaches the hours estimate, the Client will be notified. It will be up to the Client to determine if WellSky Professional Services should exceed the hours estimate to complete the scope of the \$0 Change Order or if work should be stopped. If Client requests work to cease for a given \$0 Change Order, WellSky Professional Services will consider the project complete.
3. Should the Professional Services 2020 Renewal Period Budget be completely expended at any point during the 2020 Renewal Period, WellSky Professional Services will cease work on any project(s) (\$0 Change Orders) in flight that are tied to the Professional Services 2020 Renewal Period Budget.
4. If any amount remains in the Professional Services 2020 Renewal Period Budget at the end of the 2020 Renewal Period, it will expire. Funds in the budget will not carry over to the next contract year.

\$0 Change Order Process: any Client-requested Professional Services project work must be explicitly defined in a \$0 Change Order for WellSky to engage in work on behalf of the Client. Client signature is required on the Change Order before any Professional Services work will commence.

ATTACHMENT E

ORDER FORM ATTACHMENT 4 PROFESSIONAL SERVICES

Individual Project Scope (\$0 Change Order): once Client has requested and signed off on a \$0 Change Order, WellSky Professional Services will begin work towards the scope defined therein. Each \$0 Change Order may contain one or more specific requests for WellSky Professional Services including Implementation Services work (training, webinars, custom report work) and/or Data Services work (data migration, data cleanup, automation). Each specific request will have an Hours Estimate attached. WellSky Professional Services will not be specifically bound by that Hours Estimate; however, WellSky Professional Services will reach out to the Client to notify if the trend of current work hours appears it may exceed the Hours Estimate. Client will have the option to cease work and accept it in its current state or to allow WellSky Professional Services to continue work until the scope defined within the \$0 Change Order at hand is complete.

Note that Overall Scope supersedes the scope of any (and all) specific \$0 Change Orders. If the Professional Services 2020 Renewal Period Budget is exhausted at any point during WellSky Professional Services' work on a \$0 Change Order (or multiple \$0 Change Orders), all WellSky Professional Services work will cease, and any \$0 Change Orders will be considered complete.

Assumptions and Limitations

1. Within the confines of the Professional Services 2020 Renewal Period Budget, Professional Services will bill at a Time & Materials rate of \$137.50 per hour.
2. Any Client-requested Professional Services project work must be explicitly defined in a \$0 Change Order for WellSky to engage in work on behalf of the Client. Client signature is required on the Change Order before any Professional Services work will commence.
3. Overall Scope supersedes the scope of any (and all) specific \$0 Change Orders. If the Professional Services 2020 Renewal Period Budget is exhausted at any point during WellSky Professional Services' work on a \$0 Change Order (or multiple \$0 Change Orders), all WellSky Professional Services work will cease, and any \$0 Change Orders will be considered complete.