

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

This third Amendment to Agreement No. SS-19-063, PA No. 18-351 is entered into this 22<sup>nd</sup> day of JUNE, 2021, 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 BOS No. 20-116 was entered into on August 4, 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 second Amendment BOS No. 20-116, from \$114,522.50 to \$180,610; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to add an Attachment F, Order Form, and Attachment G, 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 second Amendment BOS No. 20-116 will be increased from \$114,522.50 to \$180,610.
2. An Attachment F, Order Form and an Attachment G, 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, first Amendment No. SS-19-063-A1, PA No. 18-351-A1, and second Amendment BOS No. 20-116 shall remain in full force and effect.



IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Bekkie Emery  
Bekkie Emery, HHS Assistant Director/  
Social Services Director

Date: May 31, 2021

Budgeted: ☒ Yes ☐ No

Budget Unit: 0433

Line Item: 86-2189

Org/Object Code: UY

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: JUN 25 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap  
Deputy

**JUN 25 2021**  
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: Amap  
Deputy

INSURANCE REVIEW:

By: Chad Byler  
Risk Management

Date: 05/24/2021

CONTRACTOR/COMPANY NAME

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

Date: 6/1/2021

NAME AND ADDRESS OF CONTRACTOR:

WellSky Corporation  
11300 Switzer Road  
Overland Park, KS 66210  
(870) 398-4831  
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: 05/24/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle  
Deputy CEO

Date: 05/24/2021

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

Exception to Bid Process Required/Completed ☒ EB# 21-192

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Located outside Mendocino County \_\_\_\_\_

## ATTACHMENT F

### 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 7/1/2019 ("Agreement"), except to the extent explicitly identified in this Order.

This Order consists of the following Attachments:

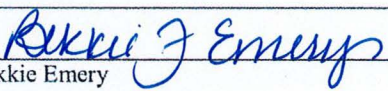
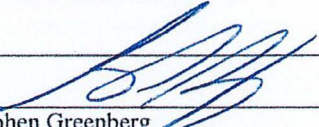
- Attachment 1 – Term and Payment Terms
- Attachment 2 – Pricing
- Attachment 3 – Additional Terms
- Attachment 4 – Professional Services

Any questions or changes to this Order, please contact Marsha Blankenship at [marsha.blankenship@wellsky.com](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 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: May 31, 2021		Date: 6/1/2021



Attachment G

ORDER FORM  
ATTACHMENT 1  
TERM AND PAYMENT TERMS

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.

1. Term:

Cloud Services Term: The Cloud Services are provided for an initial one-year term, beginning on July 1, 2021 (the "**Renewal Term**") and will continue through June 30, 2022 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

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

- a. Cloud Services Recurring Fees: Client shall pay the annual recurring Cloud Services fees beginning on July 1, 2021 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.

<b>Name:</b> Tammie McKee
<b>Title:</b> Account Clerk III
<b>E-mail:</b> <a href="mailto:mckeeet@mendocinocounty.org">mckeeet@mendocinocounty.org</a>
<b>Phone:</b> 707-463-7870

**Attachment G – Page 3**

**ORDER FORM  
ATTACHMENT 3  
ADDITIONAL TERMS**

None



## Attachment G – Page 2

**ORDER FORM  
ATTACHMENT 2  
PRICING**

GP# CAB16288

ANNUAL CLOUD SERVICES			
Qty	Description	Unit Price	Annual Price
75	Community Services Per User Fee - Tier I	\$445.00	\$33,375.00
2	Community Services - Report User - Premium w/Bandwidth (included)	\$-	\$-
73	Community Services - Report User - Basic w/Bandwidth (Included)	\$-	\$-
1	Community Services - Training Site	\$3,150.00	\$3,150.00

<b>Total Annual Cloud Services Fees:</b>			<b>\$36,525.00</b>
--	--	--	--------------------

NOTE: Renewal based on current number of licenses purchased through 2/28/2021. Contracted amounts listed below will be affected by any purchases of additional licenses or services.

\* 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]

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

OPTIONAL PROFESSIONAL SERVICES - To Be Ordered by separate Order Forms with Statement of Work.			
Qty	Description	Unit Price	One-time Fee
215	Professional Services - Consulting / Data Services - Remote - (as determined by Statement of Work)	\$137.50	\$29,562.50
Pricing is to earmark funds for use on WellSky Professional Services engagements over the course of the 2021 Renewal Term. Fees will not be invoiced by this renewal contract but will be invoiced by a signed Order Form with a Statement of Work.			

<b>Optional Professional Services Fees (Forecast Only):</b>			<b>\$29,562.50</b>
---	--	--	--------------------

**Attachment G – Page 4**

**ORDER FORM  
ATTACHMENT 4  
PROFESSIONAL SERVICES**

Services: Not applicable