

BOS AGREEMENT NO. 20-116-A6

Amendment #8

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
Amendment 7	BOS-20-116-A5

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

This eighth 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, Seventh Amendment No. BOS-20-116-A5 was entered into on September 24, 2024 (the "Seventh Amendment"); and

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

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this eighth 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, 2025 to June 30, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable by \$49,680 from \$340,160 to \$389,840; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to add an Attachment M, 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, 2025 to June 30, 2026.
2. The total contracted amount set out in the Agreement is hereby increased by \$49,680 from \$340,160 to \$389,840.
3. An Attachment M, 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: DeNeese Parker
DeNeese Parker, Social Services Director

Date: 11/19/2025

Budgeted: Yes
Budget Unit: 0446
Line Item: 86-2189
Org/Object Code: VRHHIP
Grant: Yes
Grant No.: CA2133L9T092200


COUNTY OF MENDOCINO

By:  Bernie Norvell
~~JOHN HASCHAK~~, Chair
BOARD OF SUPERVISORS

Date: 01/06/2026

ATTEST:

DARCIE ANTLE, Clerk of said Board

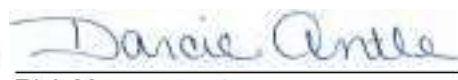
By: 
Deputy 01/06/2026

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 01/06/2026

INSURANCE REVIEW:

By: 
Risk Management

Date: 11/18/2025

CONTRACTOR/COMPANY NAME

By: Steve Greenberg
SIGNATURE Steve Greenberg, SVP Human & Social Services

Date: 11/21/2025

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: 11/18/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 11/18/2025

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

Attachment M

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 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 Alina Roth at Alina.Roth@wellsky.com.

Ordering Procedure:

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

Alina.Roth@wellsky.com
and/or LegalContracts@wellsky.com
Fax: (913) 871-9571 or 9138719571@fax2mail.com

MENDOCINO COUNTY DEPARTMENT OF SOCIAL SERVICES:		WELLSKY CORPORATION:
Signature: <i>DeNeese Parker</i>		Signature: <i>Steve Greenberg</i>
Name: DeNeese Parker		Name: Stephen Greenberg
Title: Social Services Director		Title: SVP Human and Social Services
Date: 11/19/2025		Date: 11/21/2025

Attachment M – 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 Cloud Services and Sublicense Software through the license admin page or pursuant to a separate order. 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 an initial one-year term, beginning on July 1, 2025 (the "**Renewal Term**") and will continue through June 30, 2026. CLOUD SERVICES, 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, 2025 and 100% annually thereafter.
 - b. Increases: All annual fees will 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.

Name:	Venus Hoaglen
Title:	Staff Services Administrator
E-mail:	SPTInvoices@mendocinocounty.gov
Phone:	(707) 463-7764

Attachment M – Page 3

**ORDER FORM
ATTACHMENT 2
PRICING**

GP# CAB16288

Term: 7/1/2025 – 6/30/2026

Qty	Description	Unit Price	Annual Price
84	Community Services - Per User Fee - Tier I - Annual	\$445.00	\$37,380.00
3	* Community Services - Report User - Premium w/Bandwidth (Included in Per User Fee)	\$0.00	\$0.00
80	* 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
Total Annual Cloud Services, Sublicense Software, and recurring Professional Services Fees:			\$49,680.00

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

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.

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**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 no later than 30 days prior to the end of the current renewal term. Request for Termination must be received no later than 90 days prior to the end of the current renewal term. Renewal is based on the current number of licenses or services purchased through 5/31/2025. Contracted amounts will be affected by any purchases of additional licenses or services.

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**ORDER FORM
ATTACHMENT 4
PROFESSIONAL SERVICES****Services:**

Pricing reflects removal of:

1 - Community Services - Per User Fee - Tier I – Annual - \$445/license/year

1 - * Community Services - Report User - Premium w/Bandwidth (Included in Per User Fee)

1 - * Community Services - Report User - Basic w/Bandwidth (Included in Per User Fee)

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)	\$210.00	\$4,200.00