

## Monterey County Board of Supervisors

### **Board Order**

168 West Alisal Street, 1st Floor Salinas, CA 93901 www.co.monterey.ca.us

Agreement No.: A-14404

A motion was made by Supervisor Mary Adams, seconded by Supervisor Chris Lopez to:

- a. Approve and authorize the Acting Director of the Department of Social Services to sign an agreement with Social Solutions Global, Inc. for \$33,220.19, with terms and conditions contained in the Master Services Agreement and Rider to the Master Services Agreement with an effective date of July 1, 2017, to provide licenses, training and support for the Efforts to Outcomes software for the term of July 1, 2019 through June 30, 2020; and
- b. Approve and authorize the Acting Director or the Director of the Department of Social Services to sign future agreements for a period of three (3) years with Social Solutions Global, Inc. where these agreements are governed by the terms and conditions contained in the Master Services Agreement and Rider to the Master Services Agreement with an effective date of July 1, 2017 and where the aggregate annual payments in each fiscal year do not exceed \$50,000.

PASSED AND ADOPTED on this 25th day of June 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 25, 2019.

Dated: June 26, 2019 File ID: A 19-239 Agenda Item No. 60

Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Joel G. Pablo, Deputy

# Social Solutions

Quote Number: 2019-42315 Offer Valid Through: July 2, 2019



Bill To:

Monterey County DSS/Differential Response 1000 S. Main Street Suite 112 Salinas, California 93901 United States

#### ORDER FORM

The contents of this Order Form may not be duplicated, used, or disclosed in whole or in part for any purpose other than for evaluation without express written permission of Social Solutions Global, Inc. ("SSG"). The Parties hereby agree as follows:

License Products							
SKU	Product Name	Quantity	Billing Frequency	Amount			
ETOLegacyAddUser-C	ETO Software Additional Users (Legacy) Includes additional users.	51 Users	Annually	12,892.64			
ETOLegacyIncUsers-C	ETO Software Included Users (Legacy) Includes five users in ETO	35 Users	Annually	0.00			
ETOLegacyMaintSub-C	ETO Software Recurring Maintenance (Legacy) Includes one site in ETO	7 Sites	Annually	12,423.81			
		Initial Invoice Amount USD		25,316.45			
		Annual Amount USD		25,316.45			

Subscription Products							
SKU		Product Name		Billing Frequency	Amount		
ResultsSub-A	W pi us re	TO Results  YebIntelligence (WebI) technology from Business Objects to rovide a comprehensive reporting tool empowers ETO software sers to create reports from scratch or customize standard ports, giving users more power to analyze, report, and share at a great flexibility	1 Unit	Annually	7,203.74		
BackupServ-FF		ackup Copy of Database  - Fixed Fee opy of ETO Database in SQL	1 Unit	Annually	700.00		
			Annual Amount USD		7,903.74		
			Initial Invoice Amount USD		7,903.74		

<u>Use Rights and Definitions:</u> The "Authorized Use" for ETO Impact/Apricot and add-on Products includes solely using the Saas Services for Client's internal business purposes. Client may not under any circumstances use the Saas Services to track and report on data specific to any agency, organization, or entity other than Client's organization unless specifically authorized in an Order Form. "Authorized Users" or "Named Users" consist solely of Client's employees and designated contractors who use the Service directly and solely in the furtherance of Client's internal business purposes. Fees are based on the number of Users communicated to Social Solutions as of the date of this Quote. Client shall report to SSG no less than annually the number of Users. An increase in the number of Users in excess of the contracted limit(s) will result in an increase in the annual fees.

### **Terms and Conditions**

Start Date: July 01, 2019

Initial Invoice Period (months): The "Initial Invoice Period" covers fees for the first 12 months from the Start Date.

Term (Months): Term (Months): The "Term" is the 12 months from the Start Date.

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Storage space: System reviews of the amount of storage space being used by Client will be performed periodically. Additional storage space may only be added through a written Change Order or Order Form signed by both SSG and Client.

Annual Rate Increases: Any Services purchased on an annual basis are subject to annual rate increases.

**Users:** Named Users means an individual identifiable by a name and excludes concurrent users. Guest Users are users with limited access activated through the Guest User Module, if applicable. "Users" may apply to either Named Users or Guest Users. Users may not share their user name with others. System reviews of the number of Users being used by Client will be performed periodically. Additional Users may only be added through a written Change Order or Order Form signed by both SSG and Client. If at any time, additional Users are added, such additional Users will be prorated to coincide with the current term of the Services.

Support Level: Unless otherwise stated in the Order Form, the customer will receive the basic Support package as outlined in the Service Level Agreement

Payment for U.S. Clients: All Subscription fees will be invoiced upon execution of this Order Form either annually or in accordance with any different billing frequency stated in on this Order Form. Fees may be paid by check.

Except as explicitly documented in the signed Order Form, Master Services Agreement, and Rider to Master Services Agreement, SSG is under no obligation to comply with any customer specific invoicing requirements.

Professional Services: Pre-paid Professional Services must be used within one year of the date of execution of this Order Form by Client or will expire and will not be refunded. Professional Services Fees are based on Professional Services provided during normal SSG business hours, Monday through Friday, 8:30 a.m. – 5:30 p.m. local time (SSG holidays excluded), as SSG may modify upon notice to Client. Professional Services provided by SSG outside of normal SSG business hours will be subject to a premium service charge. If Client cancels a Professional Services engagement, which has not been pre-paid, less than ten (10) business days before the scheduled start date for such Professional Services, Client agrees to pay fifty percent (50%) of the total estimated fees for the Professional Services stated on the Order Form or SOW.

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This Order Form is subject to and governed by the terms and conditions of SSG's Master Services Agreement between SSG and Client with an effective date July 1, 2017 and the Rider to Master Services Agreement between SSG and Client with an effective date of July 1, 2017 (collectively, the "Agreement"). Capitalized terms not otherwise defined in this Order Form have the meaning ascribed to them in the Agreement. This Order Form will be effective as of the Start Date, as defined on this Order Form ("Effective Date").

Client: Monterey County DSS/Differential Response

Authorized Signature:

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Print Name:

Title:

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Date:

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Social Solutions Global, Inc. ("SSG")

**Authorized Signature:** 

Reviewed

Aditor-Controller

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