

COUNTY OF MONTEREY
Amendment No. 1 to Agreement # 5010-79
Social Solutions Global, Inc.

This Amendment No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Social Solutions Global, Inc.(hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for licenses, training and support for Efforts to Outcomes software for the period of December 22, 2020 to June 30, 2022 for a contract total of \$70,519.52 (hereinafter "Original Agreement").

WHEREAS, the parties wish to amend the Agreement via Amendment No. 1 by extending the term through **June 30, 2023** and adding **\$42,248** for a revised contract total of **\$112,767.52**.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement except as specifically set forth below.

1. **Exhibit B-1** is added as the new Order Form, reflecting the cost of **\$42,248** for the extension of the contract term through **June 30, 2023**, and the new contract total of **\$112,767.52**.
2. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
3. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

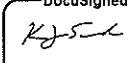
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IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

CONTRACTOR:

By: _____
Lori A. Medina
DSS Director

DocuSigned by:

By: _____
(Chair, President, Vice-President)

Date: _____

5/24/2022 | 11:13 AM PDT

(Print Name & Title)

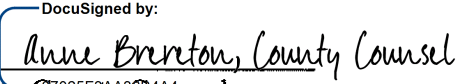
Date: _____

By: _____
(Secretary, CFO, Treasurer)

(Print Name and Title)

Date: _____

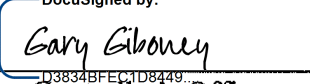
Approved as to Form:

DocuSigned by:


Deputy County Counsel

5/31/2022 | 2:33 PM PDT
Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:


Auditor-Controller's Office

5/31/2022 | 2:41 PM PDT
Date: _____

Social Solutions ^o

Schedule L: Scope of Work

Customer: Monterey County DSS/Differential Response
 Project Type: Expert Services: SQL Backup

ETO Expansion Pack: Database Back-up

~~Document Purpose~~

~~This Scope of Work (SOW) is an agreement between the Customer named above and Social Solutions Global, Inc. (SSG). The SOW defines the services and deliverables to be completed (the Project), and the related assumptions that shaped the estimated cost of the Project. Should the assumptions below change, or requirements revealed during the project fall outside these parameters, a change order will be developed for the Customer's approval. A Change Order may result in additional costs and/or increased timeline for the project.~~

1. Document Summary

We are pleased to provide you, Monterey County DSS/Differential Response, with our Database Back-up agreement for your ETO software.

An organization is defined as a distinct agency, corporation or organization that is registered with a single tax identification number, that will be expected to enter data into ETO as a result of this project, regardless of whether that data will be entered by direct data entry, manual file uploading, or other automated method.

The following Organizations' requirements are to be considered for this SOW:

#	Organization(s) Name
1	County of Monterey

~~a. Summary of Scope Project Scope and Deliverables~~

~~Monterey County DSS/Differential Response requires an SQL backup file. Backup will include all data entered into the ETO database. Backup file will be placed on the Amazon Workdocs server, and instructions and password will be sent in separate emails on how to retrieve the file. Additionally, a zipped folder containing uploaded file attachments will be prepared. The file attachments folder will not include mapping information or folder structure.~~

An email will be sent with a link to download the file from SSG's Amazon Workdocs (no-reply@ussocialsolutins.awsapps.com). A separate email will be sent with the password information from your Project Manager. The file will be stored on SSG's Amazon Workdocs server for three weeks.

~~An organization is defined as a distinct agency, corporation or organization that is registered with a single tax identification number, that will be expected to enter data into ETO as a result of this project, regardless of whether that data will be entered by direct data entry, manual file uploading, or other automated~~

~~method.~~

2. . Project Schedule

We expect to complete this project in four (4) weeks. **If this timeline extends, there may be additional charges. Similarly, if you need help outside the scope of this project, there may be additional charges. We will obtain your written approval before charging you for additional work.** ~~If you require additional time outside the schedule of this project, SSG can provide a quote to meet your specific needs. We will obtain your written approval before charging you for additional time. The entire scope of this project as defined in this document will be completed even if the work required extends beyond the subscription end date.~~

3. Responsibilities

To ensure you maximize the value of this engagement, we have outlined the general responsibilities of each party below. For a full list each project roles and their respective duties, please see the attached Appendix: Roles & Duties.

Client Responsibilities

- Manage your team's participation in the project. Your team's engagement and collaboration represent the most important success factors for the project.
- **Identify at least one of your System Administrators and your internal Project Manager and ensure they schedule the first project call (see Appen: Roles & Duties). Otherwise, you risk a delay in project start date.**
 - ~~Ensure your team attends consultations as scheduled, participates in the use of our project management tool, completes assigned tasks on-time, and proactively communicates with your SSG project team.~~
- Review and approve/reject change orders, deliverables, and/or signoffs, and provide notice to us of any required revisions within one week of receiving documents.

SSG Responsibilities

- Manage the project plan and SSG team's participation during the project.
- Provide regular project updates.
- Notify your project sponsor and project manager of any potential risks to project schedule, scope, and/or budget.
- Document any change orders and submit them for your approval.

(iv) **Important Assumptions**

We have identified the following assumptions, which we will rely on in delivering a successful activation. Please read these carefully and ask us any questions you may have.

- ~~• It is critical to the success of your project that you commit time each calendar week to complete the required homework and meet with your SSG implementation team. Your SSG implementation team has been assigned to you for the duration of the project schedule outlines in Section 3 to ensure they have the time and focus needed to complete the work. To this end, if you are not in attendance or unable to reschedule within three (3) business days after the missed meeting, you will be invoiced for one hour of time at SSG's then prevailing market rate (\$200 per hour for calendar year 2020) to set up the additional meeting and extend the availability of your SSG implementation team beyond the planned timeline.~~
- Although we make every effort to assign the same consultant during the project, we may bring in other consultants, if schedule conflicts arise.
- **We will perform all work remotely to limit additional travel costs. Should the need arise to travel, we will first obtain your approval in writing.**
- **Last minute changes or additions may impact project timing and cost. We will obtain your approval before incurring any additional costs and strive to minimize delays.**

(v) **FEES**

This is a fixed fee, fixed scope project. The cost of this project is shown in your Order.

(vi) **DISCLOSURE**

This Statement of Work (SOW) is subject to and governed by the Master Services Agreement between you and Social Solutions Global (SSG) which is identified in the Order Form under which this Statement of Work was ordered.

This SOW provides the complete scope of this project. Any services you may have discussed with SSG staff, verbally, or in writing that are not explicitly outlined in this document are not included in this project under any circumstances. SSG offers a broad array of services and would be pleased to provide a cost estimate if additional services are required.



Quote Number: 2022-105380
Offer Valid Through: June 30, 2022

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 internal evaluation without express written permission of Social Solutions Global, Inc. ("SSG"). The Parties hereby agree as follows:

License Products				
SKU	Product Name and Description	Quantity	License Metric	Billing Frequency
ETOLegacyMaintSub-C	ETO Software Recurring Maintenance (Legacy) Includes one site in ETO	6.00	Per Unit	Annually
ETOLegacyIncUsers-C	ETO Software Included Users (Legacy) Includes five users in ETO	60.00	Per User	Annually
ETOLegacyAddUser-C	ETO Software Additional Users (Legacy) Includes additional users.	21.00	Per User	Annually
			Initial Invoice Amount USD	30,473.00.
			Annual Amount USD	30,473.00

Subscription Products and Services				
SKU	Product Name and Description	Quantity	License Metric	Billing Frequency
ResultsSub-A	ETO Results WebIntelligence (WebI) technology from Business Objects to provide a comprehensive reporting tool empowers ETO software users to create reports from scratch or customize standard reports, giving users more power to analyze, report, and share data great flexibility	1.00	Per Unit	Annually
			Annual Amount USD	9,275.00
			Initial Invoice Amount USD	9,275.00

Professional Services and Training				
SKU	Product Name	Quantity	Sales Price	Payment Terms
DbBkUp-ETOFF	ETO Database Export-FF Fixed Price SQL copy of ETO Database. Attachments NOT included	1.00	\$2,500.00	100% Upfront
			Total Sales Price USD	2,500.00

Total Cost: July 1, 2022 - June 30, 2023

\$42,248.00

Terms and Conditions

Start Date: July 01, 2022

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

Term (Months): The "Term" is 12 months from the Start Date. This Order Form is non-cancelable prior to the end of the Term.

Storage space: Storage space for database records and all file and photo storage is included for the SaaS Services with a minimum limit of 5GB or the amount of storage space as noted in the Subscription Product description above. Client may purchase additional storage space at SSG's then prevailing rates. System reviews of the amount of storage space being used by Client will be performed periodically. If Client is using more than the allotted storage space included herein, Client will be invoiced for the additional storage usage upon the earlier of (i) discovery of the storage space overage or (ii) then next invoice cycle.

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

Users: "Users" means an individual identifiable by a name and excludes concurrent users. "Administrator" means the dedicated and name User of Client identified as the individual who shall be responsible for Client's Users, to attend and complete training, administer licenses and to be the technical point of contact on Client's behalf pertaining to Support and Services. "Guest Users" are users with limited access activated through the Guest User Module, if included herein. Client shall not permit Users to share User identifications and passwords, nor allow for multiple users under the same license.

License Metric: Client may not decrease the number of licenses for its Users during the Term of the Order Form. Upon termination of this Order Form, all licenses granted to Client with respect to the Services included in this Order Form shall automatically terminate and Client shall immediately discontinue its use thereof. System reviews of the number of Users will be performed periodically. If Client is using more than the purchased number of licenses included herein, Client will be invoiced for the additional Users it's the earlier of discovery or the next invoice cycle. If at any time, additional Users licenses are added, such additional User licenses will be invoiced at the then prevailing rate on a per license basis to coincide with the 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 Products and Service fees and Professional Service and Training fees will be invoiced in advance either annually, or in accordance with any different billing frequency stated in on this Order Form. All fees payable in U.S. Dollars and exclude taxes. Client is responsible for the payment of any tax amount(s) due unless client has delivered to SSG a valid tax exemption certificate prior to invoice. Fees may be paid by check, Electronic Fund Transfer, credit card or ACH. All payments by credit card, are subject to Client completing the attached Credit Card Authorization Form. In order to elect for ACH payments, Client must complete and execute the attached Authorization Agreement for Preauthorized Withdrawal Debits.

Except as explicitly documented in the signed Order Form, SSG is under no obligation to comply with any customer specific invoicing requirements. Furthermore, customer's failure to provide complete and accurate billing information in the attached accounting Information Form will not relieve customer of nor toll customer' timely payment obligations.

Professional Services and Training: If included in this Order Form, 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. central time zone US and on a case by case basis for international clients after SSG business hours (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.

Professional Service Travel Costs: Travel related costs that requires SSG's staff to travel will be pre-approved by Client.

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 of July 11, 2017 and the Rider to the 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. The Parties agree that the Services included in this Order Form have been provided since the start date and any and all fees shall be invoiced from the Start Date regardless of the signature dates below.

Client: Monterey County DSS/Differential Response Authorized

Signature:

DocuSigned by:

Anne Breerton, County Counsel

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Print Name: Lori A. Medina

Title: DSS Director

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Social Solutions Global, Inc. ("SSG") Authorized

Signature:

DocuSigned by:

KJS

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Print Name:

Title:

5/24/2022 | 11:13 AM PDT