

AMENDMENT I TO AGREEMENT

THIS AMENDMENT I TO AGREEMENT (hereinafter "Amendment") is made and entered into this 4th day of June, 2019, by and between **COUNTY OF FRESNO**, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and **SOCIAL SOLUTIONS GLOBAL, INC.**, a corporation, whose address is 425 Williams Ct, Suite 100, Baltimore, MD 21220, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 17-423, effective August 8, 2017, hereinafter referred to as the "Agreement"; whereby CONTRACTOR provides COUNTY a Software as a Service (SaaS) solution (known as Efforts to Outcomes (ETO)) for County-contracted Child Abuse Prevention and Home Visitation Initiative services providers to manage, track and document program related services and provides COUNTY's Department of Social Services (DSS) the ability to query management and program outcome data from the provision of these services; and

WHEREAS, COUNTY has expanded the number of Neighborhood Resource Centers (NRCs) for Child Abuse Prevention services and is also implementing the California Department of Social Services' CalWORKs Home Visiting Initiative (HVI) in all NRCs; and

WHEREAS, the expansion in the number of NRCs and the expansion in the services to be provided will result in the COUNTY's need for additional licenses to CONTRACTOR's ETO software for use by COUNTY's service providers; and

WHEREAS, COUNTY desires the ability to request additional upgrades and enhancements to CONTRACTOR's system; and

WHEREAS, CONTRACTOR is willing and able to provide COUNTY with additional licenses for use by COUNTY's service providers as well as additional upgrades and enhancements to CONTRACTOR's system; and

WHEREAS, the parties desire to amend the Agreement to provide for COUNTY's purchase of additional software licenses and additional upgrades and enhancements as stated below and restate the Agreement in its entirety.

1 NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions,
2 hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

3 1. That the following text in the Agreement, Page One (1) beginning with Section One (1),
4 Line Eighteen (18) with the word "CONTRACTOR" and ending on Page One (1), Line Nineteen (19)
5 with the word "herein." be deleted and the following inserted in its place:

6 "CONTRACTOR shall perform all services set forth in Revised Exhibit A, Summary of
7 Services, attached hereto and by this reference incorporated herein."

8 2. That the following text in the Agreement, Page Two (2) beginning with Section Four (4),
9 Line Twenty Six (26) with the word "For" and ending on Page Three (3), Line Two (2) with the Number
10 "(\$373,150.00)." be deleted and the following inserted in its place:

11 "For actual services provided, COUNTY agrees to pay CONTRACTOR and
12 CONTRACTOR agrees to receive compensation in accordance with Revised Exhibit B, Budget
13 Summary, attached here to and by this reference incorporated herein.

14 The cumulative total of this Agreement shall not be in excess of Six Hundred Sixty Six
15 Thousand Two Hundred Seventy and No/100 Dollars (\$666,270.00)."

16 3. That all references in the Agreement to "Exhibit A" shall be changed to read "Revised
17 Exhibit A", which is attached hereto and incorporated herein by this reference.

18 4. That all references in the Agreement to "Exhibit B" shall be changed to read "Revised
19 Exhibit B", which is attached hereto and incorporated herein by this reference.

20 5. COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend
21 Agreement No. 17-423, and that upon execution of this Amendment, the original Agreement, and this
22 Amendment, shall together be considered the Agreement.

23 6. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
24 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
25 in full force and effect.

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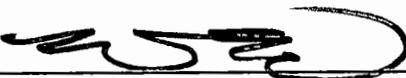
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement as of the day and year first hereinabove written.

**CONTRACTOR:
SOCIAL SOLUTIONS GLOBAL, INC.**

COUNTY OF FRESNO

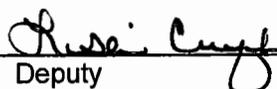
DocuSigned by:
By: Kristin Nimsger
9D9240A851E94F5...
Print Name: Kristin Nimsger

By: 
Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

Title: CEO
Chairman of the Board, or President, or any Vice President

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

DocuSigned by:
By: Kenneth Saunders
73AFA5B2F2EF403...
Print Name: Kenneth Saunders

By: 
Deputy

Title: CFO
Secretary (of Corporation), or any Assistant Secretary, or Chief Financial Officer, or any Assistant Treasurer

Mailing Address:
10801 - 2 N Mopac Expressway, Suite 400
Austin, TX 78759
Phone No: (877) 441-2111
Contact: Ken Saunders

FOR ACCOUNTING USE ONLY:
Fund/Subclass: 0001/10000
ORG No.: 56107001
Account No.: 7870/0

SUMMARY OF SERVICES

ORGANIZATION: Social Solutions Global, Inc.

SERVICE: Efforts to Outcomes – Case Management Database

ADDRESS: 425 Williams Court, Suite 100
Baltimore, Maryland 21220

OFFICE TELEPHONE: (443) 460-3432
(773) 551-1507

CONTACT(S): Tricia Benedix, Chief Financial Officer
Nicholas Musillami, Account Manager

EMAIL: nmusillami@SocialSolutions.com

CONTRACT PERIOD: Effective upon Execution – June 30, 2018
July 1, 2018 – June 30, 2019
July 1, 2019 – June 30, 2020
July 1, 2020 – June 30, 2021
July 1, 2021 – June 30, 2022

SUMMARY OF SERVICES

Social Solutions Global, Inc., henceforth referred to as CONTRACTOR, shall be responsible for implementing, training and providing technical support for Efforts to Outcomes (ETO), a web-based comprehensive case management and reporting database. The database will be utilized by designated DSS staff and selected County contracted vendors that provide child abuse prevention and Home Visitation Initiative (HVI) services, including Differential Response (DR) and/or Neighborhood Resource Center (NRC) services.

CONTRACTOR'S RESPONSIBILITIES

A. Services to be provided by CONTRACTOR to COUNTY

1. Users

CONTRACTOR will provide a case management database for 50 users. Additional users may be added during the terms of this contract. Cost of the additional users is listed in Revised Exhibit B of this Agreement.

2. System Implementation

CONTRACTOR shall work in conjunction with DSS staff to implement ETO. Implementation shall include the following:

- I. Plan Phase – Includes deliverables including the project work plan, project management plan, and kick-off meeting.
- II. Design Phase – Review of design requirements, core outputs and outcomes. Documentation of the “blueprint” of the solution.
- III. Build Phase – Includes construction, configuration and the initial demonstration of the system as outlined in the blueprint.
- IV. Testing Phase – Includes testing of the system to confirm that the system operates as defined in the design stage and identify any defects that need to be corrected prior to going live in production. Required changes resulting from the testing phase will be discussed, and if covered under the Agreement, shall be completed by CONTRACTOR.
- V. Support Phase – Includes transition to the support department who will be the primary contact for Support, as defined in Section 3 of Exhibit D Additional Terms and Conditions as the County moves forward.

3. Training

CONTRACTOR will work in conjunction with DSS staff to provide the listed training in accordance with the costs specified in Revised Exhibit B, Budget Summary. At an additional cost, custom training packages can be tailored to meet the County’s needs.

- I. On-site Training – CONTRACTOR will conduct on-site “train-the-trainer” training of the ETO system during System Implementation , as set forth in Section 2 of this Revised Exhibit A, to designated DSS staff and selected County contracted vendors that provide child abuse prevention services. Training will be provided at County of Fresno DSS for 12-20 end users.
- II. Web-based Training – Training will be provided for Annual Administrator and Reported Writer monthly. Two seats are allocated for Administrator training and one seat is allocated for Reporter Writer training. Licenses are transferable if trained users leave agency.
- III. On-going Training – CONTRACTOR will provide free online Litmos Training portal to County. Topics will be determined by CONTRACTOR.

4. Additional Upgrades/Enhancements/Other

CONTRACTOR will work in conjunction with DSS staff to discuss and implement any additional upgrades, enhancements, user subscriptions, additional training, travel, and other areas of need.

B. Maintenance and Support

ETO maintenance and support is defined in Section 3 of Exhibit D Additional Terms and Conditions. The first day of production use will be mutually identified by COUNTY and CONTRACTOR. CONTRACTOR will support day-to-day operation of the System as follows:

1. Customer Support: Basic Support

When Customer Support is contacted, a case will be entered into CONTRACTOR's Customer Relationship Management (CRM) system resulting in a unique case number. This case number will be provided to the user and will be left open until the case is resolved. Each time a user contacts Support with a different question or issue, a new case will be entered into the CRM system.

2. Contacting Customer Support

Contractor provides several different ways to contact Customer Support:

Online Help Manual: Users can access searchable online Help Manual to find out how to use all software features, locate answers to FAQs, or watch recorded trainings (available 24/7).

Customer Portal: Users can log into the Customer Portal to contact Support, update cases or check issues and case statuses, or check Knowledge Base (available 24/7). This is accessible to all ETO administrators via the Support link under Help in the upper right hand corner of ETO.

Phone support: Users can call Customer Support at 866-732-3560 x 2 to speak with a live Customer Support Representative.

Chat support: Users can chat with a live representative by clicking Help in the upper right hand corner of the software and then clicking Support to access the portal.

Email support: Users can email support@socialsolutions.com (ETO software users) directly or send a message through the software by clicking on the Help link in the upper right corner of the software and then clicking Support.

3. Response Time for Basic Email/Portal Support

Response times may vary and is highly dependent upon the volume of cases. Initial target response time ranges depending on the priority of the case submitted. Details and definitions of case priorities and target response times are provided in the table below. In order to provide the highest level of service, Critical/Business Down cases will be reviewed first; if the case does not meet the definition of a Critical/Business Down case, then the response will be based on the actual priority of the question, request, or concern.

If a case is not submitted through the designated Contact Us pages or the portal, the priority will default to Medium unless it explicitly states otherwise within the subject of the message. Case priorities can be adjusted after the case has been submitted if additional information is provided/discovered that causes the priority to either increase or decrease. If the case priority is adjusted by a Customer Support Representative, the representative will notify user of the change and provide an explanation for the change.

Priority	Details/Definition
Critical/ Business Down	Services have stopped or are severely impacted with no acceptable workaround. Critical/Business Down requests can apply to removal of users for security purposes from the software, reports due within a limited time frame, features or reports not functioning causing possible data loss, data corruption, or significant financial impact. User reporting these cases should be readily available for additional follow up questions or troubleshooting. Target response time is one business hour.
High	Use of the software is continuing but there is serious impact on business operations. Software is operational with one or more important features unavailable with no acceptable workaround. High priority requests can apply to time sensitive cases or cases that require significant investigation and need to be addressed quickly. Target response time is two business hours.
Medium	Use of the software is continuing but there is moderate impact on business operations. Software is operational with one or more important features unavailable but there is an acceptable workaround. Medium priority requests can apply to time sensitive cases or cases that require significant investigation and need to be addressed quickly. Target response time is 16 business hours.
Low	Software is operational with problems or errors which have little impact on system operations. There is no time limitation involved and the response will not impact immediate business operations. Low priorities can apply to enhancement requests, questions on best practice, request for more information on a specific feature, spelling or grammar errors, or comments on the software. Target response is one business day.

4. Support via Chat

Chat is answered in real time in the order in which they are received. If no representatives are available, questions should be sent via email and it will be answered in the order in which it is received. For all chat interactions, CONTRACTOR will try to answer the user's question(s) while on chat. If for some reason this is not possible, the targeted response time for following up on a chat with questions left unanswered ranges from two hours to one

business day depending on the level of research needed to investigate and answer the user's question. The response time may be longer if the case is escalated to a higher level Support Team member, but the user will receive updates while the representative continues to work on the case. Users should not use chat support for more complex questions or issues, such as ETO Results related questions or troubleshooting technical issues on your computer, such as the inability to open a report. These types of questions should be handled via phone or email.

5. Support via Phone

Calls will be taken in real time and are answered in the order in which they were received. If a user wishes to leave a voicemail, the next available representative will respond to the voicemail, typically within one hour. For all phone interactions, CONTRACTOR will try to answer the user's question(s) while on the phone. If for some reason this is not possible, the targeted response time for following up on a call with questions left unanswered ranges from four hours to one business day depending on the level of research needed to investigate and answer the user's question. The response time may be longer if the case is escalated to a higher level Support Team member, but the user will receive updates while the representative continues to work on the case. The response time may be longer if the case is escalated to a higher level Support Team member, but the user will receive updates while the representative continues to work on the case.

6. Support Hours

During the term of this Agreement, CONTRACTOR shall provide unlimited support and technical assistance to COUNTY's designated representatives by toll-free phone, online chat, email, and CONTRACTOR's online customer support portal access including self-service knowledge base.

Social Solutions Customer Support shall be available by phone and email during the following business hours: Monday – Friday 4:00 am – 5:00 pm Pacific Standard Time (PST).

Chat support shall be available Monday – Friday 6:00 am – 2:00 pm (PST)

Social Solutions Customer Support checks email for major issues from 5:00 pm – 8:00pm (PST) Monday – Thursday, 3:00 pm – 8:00 pm (PST) on Friday, and 7:00 am – 5:00 pm (PST) on Saturday, Sunday, and holidays. This is only intended to be used for major issues; for example, a server running out of memory or a reporting server down.

7. Resolution Time for Basic Support

Targeted support (non-development related issue) resolution time is eight business hours from initial response (this does not include time when the support representative is waiting for a response from the user). Resolution time is highly dependent on the detailed information provided by the user.

8. Customer Support: Errors

Errors are defined in Exhibit D. If the user is experiencing something that they believe to be an Error in the software, the user should contact Customer Support and provide detailed instructions on how to reproduce the Error. A representative will log in as/with the user to diagnose the issue and determine if it is an Error.

When users contact Customer Support with a potential Error, a case will be entered into the CRM system. If it is determined that the reported problem is an Error, an issue will be logged in the system in addition to the case. The user will be given an issue number to track the Error. The representative will assign a severity to the issue based on the criteria described below; the resolution time is highly dependent on the severity. A user has the right to provide feedback regarding the severity of the issue based on the priority for their organization. Each time a user contacts support with a different issue, a new case number and an issue number will be provided to the user. The user will receive communication from Customer Support on the status of the issue based on the criteria set below.

CONTRACTOR typically deploys three to four major updates/releases to the software per year, along with monthly maintenance releases. Users are given advanced notification of maintenance periods and upcoming updates on the login page and via an e-newsletter.

There are four levels of severity for issues. Each issue is prioritized based on its severity level.

Severity	Issue Criteria	Target Resolution Time	Communication and Escalation
1 – “Show-Stopper”	Major functionality issue that prevents user from being able to use software.	The Development Team works to resolve these issues immediately with a target resolution of two business days or less.	Customer Support will provide daily updates of the status of the issue until such time as the issue is resolved. Escalation of the issue to the COO will occur if issue is not resolved within the target resolution time.

1 – “Non Show-Stopper”	Major functionality issue which does not have a workaround that is key to ETO’s performance and causes major impact to user’s ability to operate their organization.	The Development Team works to resolve these issues immediately with a target resolution of 10 business days.	User may elect to have Customer Support provide updates on a daily basis, every other day, or whenever there is an update in the defect’s remediation. Escalation of the issue to the COO will occur if issue is not resolved within the “target.”
2	A major function does not work in a core area of ETO, but there is a workaround. However, the workaround is time consuming.	The Development Team will fix within its normal release cycle. The target is to fix these issues within 30-120 days.	Users will receive an automated update when the issue resolution is scheduled to be deployed.
3	Minor functionality less key to ETO is not working or there is functionality that is not working but there is an easy workaround.	These issues will be targeted to be addressed when there is work being done in the functional area that contains the defect. Issue can be categorized as a higher priority if it is affecting a large number of users.	Status will be provided via customer portal and users will receive an automated update when the resolution is scheduled to be deployed.
4	Cosmetic or inconsistency issues that do not affect functionality in any significant way.	These issues will be targeted to be addressed when there is work being done in the functional area that contains the defect.	Status will be provided via customer portal and users will receive an automated update when the resolution is scheduled to be deployed.

9. Resolution Time for Issues/Defects

These targeted resolution times only apply to core functionality, except if the functionality affected is completely hindering a user's ability to work and use the software.

C. Managed Services Package

CONTRACTOR shall provide a Managed Services package to County. Cost of the Managed Services is noted in Revised Exhibit B. Managed Services consist of 50 hours of services per 12-month term. Unused hours remaining at the end of each 12-month term will expire and not roll over to the following year.

Services performed under Managed Services may include but are not limited to configuration adjustments, reporting assistance and post go live support not provided in the Basic Support package described above.

D. CONTRACTOR'S Project Coordinator

Upon execution of this Agreement, CONTRACTOR shall appoint a Project Coordinator who will act as the primary contact person to interface with COUNTY for implementation, maintenance and support of ETO.

E. ETO Updates

ETO Updates shall be subject to the terms and conditions of this Agreement and shall be deemed part of the software licensed hereunder. ETO Updates will be made available to COUNTY at the discretion of CONTRACTOR but will not be unreasonably withheld.

F. Anti-Virus Management

CONTRACTOR will actively run anti-virus management, where appropriate, on all application servers and PCs. The application is expected to perform adequately while anti-virus management is active.

G. Software Hosting Services

CONTRACTOR shall select a reputable host for the server on which ETO is hosted and from which access is to be provided to COUNTY for Authorized Users. The software host should adhere to all privacy laws and regulations regarding sensitive Personally Identifying Information (PII) and confidential information. In the event of a Security Breach, CONTRACTOR will be liable for payment of or reimbursement to the COUNTY for all remediation expenses, and any monetary losses up to the contract maximum as set forth in Section Four, COMPENSATION, to the extent caused by CONTRACTOR's gross negligence or willful misconduct. CONTRACTOR will make every reasonable effort to maintain a 99.5% up-time for the hosted ETO system. CONTRACTOR reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, or modifying, or repairing portions of or the entire ETO environment. The monthly window will be mutually agreed to in writing by CONTRACTOR's Project Coordinator and COUNTY's Project Manager.

H. System Reliability

CONTRACTOR shall use commercially reasonable efforts to make the Service generally available in accordance with the Service Level Agreement applicable each Service ("Service Availability"). Service Availability does not include interruption of Service as a result of (i) planned downtime for maintenance (ii) Internet Unavailability, (iii) Independent Customer Activity or (iv) force majeure events or other events that are not under SSG's control. Service Level Agreement" means service level agreement(s) that we offer with respect to the SaaS Services as they may be updated by SSG from time to time. The service level agreement for ETO is located at:

<https://www.dropbox.com/s/dbpyz7r4nq9rxzw/SSG%20SLA.pdf?dl=0>

COUNTY RESPONSIBILITIES

A. COUNTY Contract Administrator

COUNTY's Contract Administrator and/or designee has full authority to work with CONTRACTOR in all matters concerning this Agreement.

B. Acceptance Testing

COUNTY shall cooperate with CONTRACTOR and participate in Acceptance Testing, as provided below, to ensure ETO performs all functions necessary pursuant to this Agreement.

C. Acceptance Testing Process

Following implementation, CONTRACTOR shall test ETO along with COUNTY personnel.

D. COUNTY Project Manager

Upon execution of this Agreement, COUNTY's Contract Administrator shall designate one individual from DSS IT who will function as Project Manager with responsibility for day-to-day management of the project for implementation of ETO. The Project Manager and COUNTY personnel shall have the necessary and appropriate training and experience to implement the terms of this Agreement. COUNTY acknowledges CONTRACTOR'S reliance on same.

E. Other COUNTY Obligations

Technical assistance from COUNTY's IT staff will be provided during the performance of the installation of ETO. In particular, COUNTY will provide:

1. Network connectivity and troubleshooting assistance.
2. Ability to monitor network traffic and isolate bottlenecks.
3. Expertise to handle issues with PCs, printers, and cabling before, during, and after rollout.

Social Solutions Global, Inc. – Efforts to Outcomes
Budget Summary

Service	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22
50 User Annual Fee	\$40,520	\$40,520	\$40,520	\$40,520	\$40,520
User/Admin Support	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Web-Based Training	\$3,550	\$3,550	\$3,550	\$3,550	\$3,550
On-Site Training	\$1,800				
Expenses for On-Site Training and Implementation	\$5,000				
TOTAL FOR EACH YEAR	\$60,870	\$54,070	\$54,070	\$54,070	\$54,070
Implementation Fee with Moderate Changes	\$46,000				
Additional Upgrades/Enhancements/Other	\$100,000				
Additional User Annual Fee (Up To 100) Years 3 to 5			\$243,120		
GRAND TOTAL FOR FIVE YEARS	\$666,270				

Budget Detail Narrative

<u>Service</u>	<u>Description</u>	<u>Payment Terms</u>
50 User Annual Fee	Per user annual fee (50 x \$810.40 = \$40,520)	100% Upfront Annually
User/Admin Support	Annual fee of \$10,000 covers 50 hours of Managed Services per contract term which can include but not limited to configuration adjustments, reporting assistance and post go live support. Unused hours remaining at the end of each 12-month term will expire and not roll over to the following year. Helpdesk is provided at no cost.	100% Upfront Annually
Web-Based Training	Annual fee of \$3,550 for monthly web-based training for Administrator Training and Report Writer Training. Cost covers two seats (\$1,300 each) for Administrator Training and one seat (\$950) for Report Writer Training. Licenses are transferable if trained users leave agency.	100% Upfront Annually
On-Site Training	Fixed fee of \$1,800 for train-the-trainer training. Training will be provided at County of Fresno DSS for 12-20 end users.	100% Upfront (Year 1 Only)
Expenses for On-Site Training and Implementation	\$5000 will cover travel, lodging, meals, expenses, and materials required for on-site training and/or implementation – included for year one only.	Billed monthly based on time and materials utilized.
Implementation Fee with Moderate Changes	<p>Fee of \$46,000 covers Differential Response Initiators and 225 hours of implementation and moderate modifications needed during the 5 year term of the Agreement. Unused hours remaining at the end of each 12-month term will roll over to the following year.</p> <ul style="list-style-type: none"> • DR Assessment Initiator – (\$500) Supports work to ensure child safety through in-home service to families that have a low to moderate risk of maltreatment. • DR Investigation Initiator – (\$250) Supports investigation of serious child abuse and neglect allegations. • DR Screening Initiator – (\$250) Supports the initial screening of maltreatment reports before dismissing or assigning cases to either an Assessment or an Investigation track. • Project Manager (47Hr. x \$200 = \$9,400) <ul style="list-style-type: none"> ○ Day to day leadership and defining project priorities. 	<p>One-Time Fee. 100% Upfront</p> <p>One-Time Fee. 100% Upfront</p> <p>One-Time Fee. 100% Upfront</p> <p>Billed monthly based on time utilized.</p>

<p>(Cont.) Implementation Fee with Moderate Changes</p>	<ul style="list-style-type: none"> ○ Build and communicates project plan, issues, risks, and status. ● Social Architect (60 Hr. x \$200 = \$12,000) <ul style="list-style-type: none"> ○ Assist the County in recommending a solution that fits the County's needs within the respective scope and budget, as needed. ● Technology Consultant (118Hr. x \$200 = \$23,600) <ul style="list-style-type: none"> ○ Works with the Implementation Consultant to configure the design as specified. ○ Works with the County Administrators and report writers closely to write reports that best fit the County's needs 	<p>Billed monthly based on time utilized.</p> <p>Billed monthly based on time utilized.</p>
<p>Additional Upgrades/ Enhancements/ Other</p>	<p>\$100,000 allocated may cover additional upgrades, enhancements, user subscriptions, additional training, travel and other areas of need. Unused funds roll over from year to year.</p>	<p>Billed monthly based on time and materials utilized.</p>
<p>Additional User Annual Fee (Up To 100)</p>	<p>Per user annual fee (100 x 810.10 = \$81,040) for years 3. Additional users must be purchased in 5 or 10 user increments. Annual cost per user for years 4 and 5 may vary.</p>	<p>Billed Annually or pro-rated based on licenses utilized.</p>