

**AGREEMENT BETWEEN THE COUNTY OF LAKE – LAKE COUNTY  
BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE  
LAKE COUNTY CONTINUUM OF CARE AND SOCIAL SOLUTIONS  
GLOBAL, INC. FOR THE SERVICE AND COORDINATION OF  
ACTIVITIES INVOLVED WITH THE LAKE COUNTY CONTINUUM OF  
CARE HOMELESS MANAGEMENT  
INTEGRATION SYSTEM SOFTWARE  
FOR FISCAL YEARS 2020-21, 2021-22, 2022-23 AND 2023-24**

**This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Social Solutions Global, Inc., hereinafter referred to as “SSG” or “Contractor,” collectively referred to as the “parties.”**

**WHEREAS,** County desires to procure the services of a Contractor to provide software and support services for compliance with the federal mandate of involvement with the Homeless Management Information System (HMIS): and

**WHEREAS,** Contractor has been successfully providing this support services to other California counties, and Contractor is willing to provide such services to County on the terms and conditions set forth herein; and

**WHEREAS,** the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

**NOW THEREFORE,** in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

- 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in **Exhibit A**, titled, “**Scope of Services**,” attached hereto and incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C/D**, the Agreement shall prevail.
- 2. TERM.** This Agreement shall commence on **August 1, 2020** for the period of the remainder of the **2020** calendar year plus **thirty-six (36)** months thereafter through **January 31, 2024** unless terminated per the terms of the MSA. County has received funding appropriations for the purchase of the services contemplated herein for the period of **October 11, 2019** through **March 31, 2023**. In the event County and Contractor mutually agree in writing to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis with a minimum six (6) month commitment, subject to the same terms, covenants, and conditions contained herein, including but not limited to the maximum compensation payable under the Agreement
- 3. COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, attached hereto. County agrees to pay Contractor **Forty Six Thousand Six Hundred Dollars (\$46,600.00)** for remainder of Fiscal Year 2020-21 and Fiscal Year 2021-2022, **Thirty Four Thousand Six Hundred Dollars (\$34,600.00)** for Fiscal Year 2022-23 and **Thirty Four Thousand Six Hundred Dollars (\$34,600.00)** for Fiscal Year 2023-24 for a total 3-year contract maximum of **One Hundred and Fifteen Thousand Eight Hundred Dollars (\$115,800.00)**. This is according to the itemized order listed in **Exhibit F** (the Order Form).

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled, “**Fiscal Provisions**,” attached hereto and incorporated herein, provided that Contractor is not in an uncured default under any provisions of this Agreement.

4. **TERMINATION.** This Agreement may be terminated pursuant to the terms of the attached Exhibit A, Master Services Agreement (“MSA”).

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Lake County Behavioral Health Services Director.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake  
Lake County Behavioral Health Services  
PO Box 1024  
6302 Thirteenth Avenue  
Lucerne, CA 95458-1024  
Attn: Todd Metcalf, M.P.A.  
Behavioral Health Services Director

Social Solutions Global, Inc.  
10801-2 N. MoPac Expy, Suite 400  
Austin, TX 78759  
Attn: Legal Department  
with copy to: legal@socialsolutions.com

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Master Services Agreement (“MSA”)  
Exhibit B – Public Entity Rider to Master Services Agreement  
Exhibit C – County Fiscal Provisions  
Exhibit D – County Compliance Provisions  
Exhibit E – Business Associate Agreement  
Exhibit F – SSG Order Form (“Order Form”)

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement including **Exhibit A, Exhibit B, Exhibit C**, titled “**Fiscal Provisions**,” and **Exhibit D**, entitled “**Compliance Provisions**” and **Exhibit E**, titled, “**Business Associate – Qualified Service Organization Agreement**,” attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties. If there are any conflicts in the terms and conditions contained in this Agreement, the MSA terms and conditions shall control and govern.

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## **EXHIBIT A - MASTER SERVICES AGREEMENT**

### **1 DEFINITIONS**

**“Users”** are the duly authorized users of Client licensed to use the Services and as further defined in the applicable Order Form.

**“Content”** means information, data, text, music, sound, graphics, video messages and other materials to which Client is provided access by SSG through the Services.

**“Client Data”** means any data, information, or material Client or any Client User provides or submits through the SaaS Services.

**“Documentation”** means the user instructions, release notes, manuals and on-line help files as updated by SSG from time to time, in the form generally made available by SSG, regarding the use of the SaaS Services.

**“Error”** means a material failure of the SaaS Services to conform to its functional specifications described in the Documentation.

**“Independent Client Activity”** means: (i) use of equipment by Client not provided or previously approved by SSG; or (ii) negligent acts or omissions or willful misconduct by Client or its Users.

**“Internet Unavailability”** means Client’s inability to access, or SSG inability to provide, the SaaS Service through the Internet due to causes outside of SSG direct control, including, but not limited to: (i) failure or unavailability of internet (**“Internet”**) access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to Client’s computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

**“License Metrics”** means the limitation on the usage of SaaS Services as designated and/or defined in the applicable Order Form or the financial metric used to calculate applicable fees.

**“Order Form”** means the document, regardless of actual name, executed by the parties by which Client orders Services that may specify, among other things, the User license count, duration of the Services, the applicable fees and costs, and incorporates the terms of this Agreement.

**“Professional Services”** means data conversion, data mapping, implementation, configuration, training, integration and deployment of the SaaS Services, and/or other professional services identified on an Order Form, including any training materials, tutorials and related documentation provided in connection with the performance of the Professional Services.

**“SaaS Services”** means the software as a service and the subscription products and services identified in the Order Form and associated Support.

**“Services”** means, collectively, the SaaS Services (as also may be identified as **“Subscription Products”**) and Professional Services.

**“Service Level”** means the customer support service level that SSG offers with respect to the SaaS Services, as they may be updated by SSG from time to time located at: <http://www.socialsolutions.com/legal/>

## 2. **PURPOSE AND SCOPE**

- 2.1. Purpose.** This Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Services by SSG to Client. Additional terms for the purchase of a specific Service are set forth in the Order Form. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreement.
- 2.2. Incorporation of Order Forms.** At any time after execution of the initial Order Form, Client may purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon SSG's receipt and acceptance of a new Order Form.
- 2.3. Order of Precedence.** To the extent any terms and conditions of this Agreement conflict with the terms of an Order Form or any other document, the documents shall control in the following order: (i) Order Forms with the latest date(s), (ii) this Agreement and, (iii) any other documents expressly incorporated herein by reference.

## 3. **SERVICES**

- 3.1. Generally.** Subject to Client's and its Users' compliance with the terms of this Agreement and timely payment of the applicable fees, SSG will make the SaaS Services available to Client and its Users during the Term.
- 3.2. Environment.** SSG will provide Client online access to and use of the SaaS Service(s) via the Internet by use of a SSG-approved Client-provided browser. The SaaS Services will be hosted and maintained by SSG or its designated third-party supplier or data center. Client is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the SaaS Services, including but not limited to Internet access, adequate bandwidth and encryption technology.
- 3.3. Changes.** Access is limited to the version of the SaaS Services in SSG's production environment. SSG regularly updates the SaaS Services and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SSG will notify Client of any material change to or discontinuance of the SaaS Services.
- 3.4. Security; Back-Ups.** Without limiting Client's obligations under Section 4.4, SSG will implement reasonable and appropriate measures designed to secure Client Data against accidental or unlawful loss, access or disclosure. SSG will perform back-ups in accordance with SSG's back-up daily schedule.
- 3.5. Service Availability.** SSG will use commercially reasonable efforts to make the Service generally available for Client's use ("Service Availability"). Service Availability does not include interruption of Service as a result of (i) planned downtime for maintenance (ii) Internet Unavailability, (iii) Independent Client Activity or (iv) force majeure events or other events that are not under SSG's control.
- 3.6. Support.** Support services provided by SSG as part of SaaS Services include (i) technical support and workarounds so that the SaaS Services operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, all of which are provided under SSG Support policies (as may be amended by SSG from time to time) in effect at the time the Support services are provided ("**Support**"). For the

avoidance of doubt, Support excludes Professional Services. Updates include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new Services, modules or functionality for which SSG generally charges a separate fee. Support is provided solely to the number of licensed Administrators specified on the applicable Order Form.

SSG is under no obligation to provide Support with respect to: (i) Services that have been altered or modified by anyone other than SSG or its authorized representatives ; (ii) Services used other than in accordance with the Documentation; (iii) discrepancies that do not significantly impair or affect the operation of the Service; (iv) Errors or malfunction caused by Client or its Users' failure to comply with the minimum system requirements as provided by SSG or by use or upload of non-conforming Client Data, or by Independent Client Activity; or (vi) Errors and malfunction caused by any systems or programs not supplied by SSG.

**3.7. Professional Services.** SSG will perform the Professional Services for Client described in one or more work orders, work authorizations or statements of work (collectively "**SOW**"). Either party may propose a change order to add to, reduce or change the work outlined in the SOW. Each change order must specify the change(s) to the Professional Services, and the effect on the time of performance and, the fees due and payable to SSG due to the change and executed by both parties.

**3.8. Client Obligations and Cooperation.** Client agrees to provide SSG with good faith and cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SSG in order to perform the Professional Services, as may be applicable and to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by SSG from time to time. Client acknowledges and agrees that SSG's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. SSG is entitled to rely on all decisions and approvals of Client. Client will follow the instructions and reasonable policies established by SSG from time to time and communicated to Client and shall make all reasonable efforts not to impede or otherwise delay the performance of any Professional Services. Client further represents and warrants that any and all documentation, this Agreement, any Order Form, SOW or change order shall be executed by or on behalf of Client by duly authorized or appointed persons and further, any requisite internal approvals as may be required by Client have been obtained in advance of Client's commitment to procure and use the Services.

#### **4. USING THE SAAS SERVICES**

**4.1. Limited License.** SSG hereby grants Client and its Users a personal, non-exclusive, non-transferable, limited worldwide license to remotely access and use the SaaS Services during the term of the applicable Order Form solely for Client's internal business purpose(s), subject to the terms and conditions of this Agreement. Client agrees to limit

access to the SaaS Services to the number of Users identified in the applicable Order Form(s) during the Term.

- 4.2. User Administration.** Client is solely responsible for the administration, authorization and termination of all User identifications and passwords to access and use the Services. Client shall not permit Users to share User identifications and passwords, nor allow for multiple users under the same license. Client agrees to immediately notify SSG of any unauthorized use of the Services, or any other breach of security suspected or known to Client. Fees for the Services are based on the number of Users communicated to SSG. Client shall report to SSG no less than annually the number of Users. Any increase in the number of Users in excess of the established limit(s) in one or more Order Form will result in an increase in the annual Service Fees. Client may not decrease the number of licenses for its Users during the Term of the Order Form. Upon termination of an Order Form, all licenses granted to Client with respect to the Services under that Order Form shall automatically terminate and Client shall immediately discontinue its use thereof.
- 4.3. Acceptable Use Policy.** Client acknowledges and agrees that SSG does not monitor or police the content of communications or data of Client or its Users transmitted or uploaded through the Services, and that SSG will not be responsible for the content of any such communications, transmissions or uploads. Client agrees to use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and SSG's policies. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. Should a violation be alleged or become known, SSG may remove any violating content posted or transmitted through the SaaS Services without notice to Client. SSG may suspend or terminate any of Client's User's access to the SaaS Services upon notice if SSG reasonably determines that such User has violated the terms of this Agreement.
- 4.4. Security.** Client will not: (a) breach or attempt to breach the security of the SaaS Services or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS Services, or any third party that is hosting or interfacing with any part of the SaaS Services; or (b) use or distribute through the SaaS Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS Services or the operations or assets of any other Client of SSG or any third party. Client will comply with the user authentication requirements for use of the SaaS Services. Client is solely responsible for monitoring its Users' access to and use of the SaaS Services. SSG has no obligation to verify the identity of any person who gains access to the SaaS Services by means of a Client's account. Any failure by any Client User to comply with the Agreement will be deemed to be a breach by Client, and SSG will not be liable for any damages incurred by Client or any third party resulting from such breach. If there is any compromise in the security of a User account or if unauthorized use is suspected or has occurred, Client must immediately take all necessary steps, including providing prompt notice to SSG, to effect the termination of suspected account.
- 4.5. Client Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data. Client Data is subject to the terms of this Agreement along

with SSG's Privacy Policy located at <http://www.socialsolutions.com/legal/>.

- 4.6. Third-Party Providers.** Certain third-party providers, some of which may be listed on SSG's website, offer products and services related to the Services, including implementation, configuration, and other consulting services and applications (both offline and online) that work in conjunction with the SaaS Services, such as by exchanging data with the Service or by offering additional functionality. SSG is not responsible for any exchange of data or other interaction or transaction between Client and a third-party provider, including purchase of any product or service, all of which is solely between Client and the third-party provider.
- 4.7. Links.** The SaaS Service may contain links to third party websites or resources. Client acknowledges and agree that SSG is not responsible or liable for (a) the availability, accuracy, or security of such third-party sites or resources; or (b) the content, advertising, or products on or available from such website or resources. The inclusion of any link on the Service does not imply that SSG endorses the linked website. Client uses the links at its own risk.
- 4.8. Training.** It is Client's responsibility to ensure that all Users receive training services sufficient to enable Client to effectively access and use the SaaS Services. Failure to do so could result in additional fees if support requests are deemed excessive as a result of insufficient training, at SSG's discretion. Support may not be used as a substitute for training.

## **5. FEES, TAXES & PAYMENTS**

- 5.1. General.** Fees and payment terms are specified in the applicable Order Form. All fees are in United States Dollars and exclude taxes. Client is responsible for payment of all applicable taxes (excluding those on SSG's net income) relating to the provision of the Services. In the event Client is tax exempt, such evidence shall be provided to SSG at time of execution of any Order Form. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees on an annual basis upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of invoiced fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments is a material breach of the Agreement and SSG will be entitled to suspend any or all of the Services, including its performance obligations hereunder in accordance with the provisions of Section 11.4 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. Client agrees to reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features.
- 5.2. Professional Services.** Professional Services shall be provided to Client on a "Time and Materials" basis, if an estimated total fee amount is stated in the Order Form or SOW, that amount is solely a good-faith estimate for Client's budgeting and SSG's resource



scheduling purposes and not a guarantee that the work will be completed for that amount. Any delays or lack of timely cooperation by Client may result in additional fees. Professional Services purchased must be used within, and rates quoted are valid for, a period of one year following the effective date of the Order Form. Hours that are not used or have expired after the one-year period are non-refundable.

- 5.3. Professional Services Travel and Lodging Expenses.** SSG's reasonable travel and lodging costs and expenses incurred by SSG in the performance of Professional Services on Client's site will be billed separately at actual cost.

## **6. PROPRIETARY RIGHTS**

- 6.1. Ownership.** The SaaS Services and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will always remain the exclusive, sole and absolute property of SSG or its licensors. Client does not acquire any right, title, or interest in or to the SaaS Services. Client hereby assigns rights to SSG any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the SaaS Services or Professional Services. SSG may use such submissions as it deems appropriate in its sole discretion. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the SaaS Services and the related logos, Service names, etc. and all rights not expressly granted are reserved by SSG and its licensors. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any portion of the SaaS Services or other materials, including SSG Documentation.
- 6.2. Restrictions.** Client may not itself, nor through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the SaaS Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the SaaS Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any user other than Users; (iv) write or develop any derivative works based upon the Services; (v) modify, adapt, tamper with or otherwise make any changes to the SaaS Services or any part thereof; (vi) obliterate, alter, or remove any proprietary or intellectual property notices from the SaaS Services; (vii) create Internet "links" to or from the SaaS Services, or "frame" or "mirror" any Content, (viii) use the SaaS Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (ix) disclose or publish, without SSG's prior express written consent, performance or capacity statistics or the results of any benchmark test performed on the SaaS Services; or (x) otherwise use or copy the same except as expressly permitted herein.
- 6.3. Client Data.** Client owns all Client Data. Client agrees that SSG may access User accounts, including Client Data, to provide Support or enforce the terms of this Agreement, and SSG may compile, use and disclose User statistics and Client Data in aggregate and anonymous form only. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of use of all Client Data.

**6.4. Transition of Client Data at Termination.** Prior to termination of this Agreement or any Order Form, Client may access and download their Client Data at any time via the standard Services interfaces and reporting. Upon termination of this Agreement or any Order Form, should Client elect SSG's assistance in the extraction of Client Data, including any attachments, separate fees shall apply as included in an Order Form for the transition of said Client Data. Such transition must occur within ninety (90) days of termination or expiration of the SaaS Services. In no event shall SSG be liable to retain Client Data for a period in excess of ninety (90) days of the termination or expiration of the SaaS Services unless otherwise required by applicable law.

## **7. WARRANTIES AND DISCLAIMERS.**

**7.1. Client Data Warranty.** Client represents and warrants that it has the right to use and provide to SSG the Client Data.

**7.2. SSG Warranties.** SSG warrants that the SaaS Services, as may be updated or enhanced by SSG from time to time will perform substantially in accordance with the Documentation under normal Client use and circumstances and that the Professional Services will be performed in a manner consistent with general industry standards reasonably applicable to the provision thereof. SSG is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the SaaS Services by anyone other than SSG or its authorize representatives; (ii) the combination, operation or use of the hosted SSG Software with any items not certified or expressly approved in writing by SSG; (iii) SSG's adherence to Client's specifications or instructions; (iv) Errors caused by or related to Internet Unavailability or Independent Client Activity; or (v) Client deviating from the Service operating procedures described in the Documentation or as otherwise approved in writing by SSG. Correction for defects or issues traceable to the above warranty exclusions will be invoiced at SSG's then standard time and material charges.

**7.3. Disclaimers.** SSG, ITS LICENSORS, AUTHORIZED REPRESENTATIVES, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. SSG MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES AND ANY RELATED INSTALLATION, CONFIGURATION, MAINTENANCE OR OTHER SUPPORT SERVICES, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **8. INDEMNIFICATION**

**8.1. SSG Indemnity.** SSG agrees, at its own expense, to defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages finally awarded and payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the registered U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a registered U.S. patent or copyright of a third party, SSG may, in its sole discretion,

(a) modify the Service to be non-infringing, (b) obtain for Client a license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG's sole judgment, terminate the affected Service and return to Client the pro-rated portion of unused Service fees actually paid by Client for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change or that are developed or configured in whole or in part in accordance with Customer's specifications, made by Client or by any third party for Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Service which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to Client within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by Client to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service, (iv) to the extent that Client is in material breach of its obligations under the terms of this Agreement. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the Client with respect to any claim and actions for which SSG has an obligation of indemnity pursuant to this Section.

**8.2. Client Indemnity.** Client agrees to defend, indemnify and hold SSG, its licensors, and its and their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all losses, including, but not limited to any damages, attorneys' fees and costs finally awarded against Client or as a result of a court approved settlement arising out of or in connection with a third party claim concerning (a) the Client Data or the combination of the Client Data with other applications, systems, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the Client Data or by the use, development, design, production, advertising or marketing of the Client Data; (b) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from Client's or its Users acts and omissions in using the Services, including without limitation Independent Client Activity; (c) Client's or its Users use of Services in violation of the terms of this Agreement or applicable law; or (d) a dispute between Client and any of its Users.

**8.3. Injunction.** If Client's use of the Services is or is likely to be enjoined, SSG may, without limiting SSG's indemnity obligations hereunder, procure the right for Client to continue to use the Services or modify the Services in a functionally equivalent manner so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, SSG may immediately terminate the Agreement and refund to Client a prorated amount of prepaid fees for the SaaS Service actually paid by Client for the unused portion of the then-current subscription Term. If the foregoing options are not available on commercially reasonable terms and conditions as it relates to Professional Services, SSG will refund to Client the fees paid for such Professional Services less a credit for use based on straight line depreciation applied on a quarterly basis over five years from the date of initial delivery of the Professional Services.

**8.4. Procedure.** If one party herein (the “**Indemnitee**”) receives any notice of a claim or other allegation with respect to which the other party (the “**Indemnitor**”) has an obligation of indemnity hereunder, then the Indemnitee will, within 15 days of receipt of such notice, give the Indemnitor written notice of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee will not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the claim. The Indemnitor shall immediately assume the full control of the defense or settlement of such claim or allegation, including the selection and employment of counsel, and shall pay all authorized costs and expenses of such defense. The Indemnitee will fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor or pursuant to this procedure.

9. **NONDISCLOSURE.** All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client’s Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client’s Confidential Information solely as provided for under Agreement. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party’s cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG’s confidentiality obligations hereunder continue to apply. For purposes of this Section, “**Confidential Information**” means information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, Client lists and Client-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information will not be considered Confidential Information to the extent, but only to the extent, that the

receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this Section 9 will not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners will have any obligation or liability to Client with respect to any use or disclosure of such information.

10. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary contained in this Agreement, any Order Form, SOW, or other exhibits and attachments, SSG's total liability for any and all damages may not exceed: (i) with respect to the SaaS Services, the fees (excluding implementation or other Professional Services fees) paid by Client for the twelve (12) month period preceding the action or event giving rise to the liability or (ii) with respect to the Professional Services, the total fees received by SSG from Client for the Professional Services under the SOW giving rise to the liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SSG AND ITS LICENSORS AND SUPPLIERS WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 11. **TERM AND TERMINATION**

- 11.1. **Agreement Term.** The term of this Agreement commences upon the execution of an Order Form referencing this Agreement and will continue in full force and effect until the expiration or termination of all such Order Forms, unless otherwise terminated earlier as provided hereunder.
- 11.2. **SaaS Services Term.** The initial term of each of the SaaS Services is specified in the Order Form ("**Initial Term**") and automatically renews for the same length as the Initial Term unless either party gives written notice 45 days prior to the end of the Initial Term, or any renewal term, of its intention to terminate the Order Form. The Initial Term and any renewal terms, combined, are referred to as the "**Term**". The SaaS Services may not be terminated in whole or in part during the Initial Term or any Renewal Term, except as set forth in Section 11.3.
- 11.3. **Termination.** Either party may terminate the Agreement, and any Order Forms subject to the Agreement, immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement; (ii) the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 5 which will have only a 10 day cure period; (ii) the other

party ceases business operations; or (iv) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If SSG terminates this Agreement due to Client breach, Client agrees to pay to SSG the remaining value of the current Term (that Client acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring Service fees (as set forth in the Order Form) that will become due during the canceled portion of the Term. Where a party has rights to terminate, that party may at its discretion either terminate the entire Agreement or the applicable Order. In such case, Order Forms that are not terminated will continue in full force and effect under the terms of this Agreement.

**11.4. Suspension.** SSG will be entitled to suspend any or all Services upon 10 days written notice to Client in the event Client is more than 60 days past due with any payment or otherwise in breach of this Agreement. However, SSG may suspend Client's access and use of the SaaS Services immediately, with notice to Client following promptly thereafter, if, and so long as, in SSG's sole judgment, there is a security or legal risk created by Client that may interfere with the proper continued provision of the SaaS Services or the operation of SSG's network or systems. SSG may impose an additional charge to reinstate service following such suspension.

**11.5. Post Termination.** SSG has no obligation to retain Client Data beyond three (3) months after the expiration or termination of SaaS Services.

**11.6. Survival.** Sections 1, 2, 5, 6, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

## **12. MISCELLANEOUS**

**12.1. Compliance.** During the term of the Agreement and for a period of one year following its termination, SSG will have the right to verify Client's full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, Client will promptly cure any such noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of SSG's termination rights and do not affect SSG's right to payment for Services and interest fees related to usage in excess of the License Metrics.

**12.2. Force Majeure.** Any party hereto will be excused from performance (except payment obligations) under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

**12.3. Non-Solicitation.** Both parties agree not to recruit, divert, or solicit the employment of each other's employees during the term of this Agreement and for a period of 12 months following termination or expiration of this Agreement; provided, however, that either party may engage in general solicitations (e.g., newspaper, online job postings, etc.) for employees in the ordinary course of business not specifically directed or targeted at the other party's employees.

- 12.4. Waiver.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
- 12.5. Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 12.6. Severability.** If any of the provisions of this Agreement are determined be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of Client and SSG will be construed and enforced accordingly.
- 12.7. Assignment.** SSG may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. Client may not assign the Agreement or any of the rights or obligations under the Agreement without the prior written consent of SSG.
- 12.8. Relationship of the Parties.** The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.
- 12.9. Governing Law and Dispute Resolution.** This Agreement is governed by the laws of the State of Texas without giving effect to its conflict of law provisions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Travis County, Texas before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.
- 12.10. Entire Agreement.** The Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by SSG and Client. SSG acceptance of a Client purchase order or other ordering document is for convenience only, and any additional or different terms in any purchase order or other response by Client are deemed objected to by SSG without need of further notice of objection and will be of no effect or in any way binding upon SSG.
- 12.11. Use of Agents.** SSG may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However,

nothing in the preceding sentence will relieve SSG from responsibility for performance of its duties under the terms of this Agreement.

**12.12. Publicity.** Client agrees that SSG may identify Client as a recipient of Services and use its logo in sales presentations, marketing materials and press releases.

**12.13. Notices.** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (a) upon receipt by personal delivery, delivery by overnight courier (with signature acknowledgement of receipt), or delivery by certified mail, (b) the second business day after mailing via first class mail (other than pursuant to (a)), or (c) immediately if sent by email or by a notification delivered via the SaaS Services. All Notices to SSG shall be directed to Social Solutions Global, Inc., 10801-2 N. MoPac Expy., Suite 400, Austin, TX 78759, ATTN: Legal with a copy to legal@socialsolutions.com, or the address set forth in the Order Form for Client. Either party may designate, by Notice to the other, substitute addresses, addressees for Notices, and thereafter, Notices are to be directed to those substitute addresses, addressees or facsimile numbers.

Each party represents that it has the authority to enter into this Agreement and the right to disclose its Confidential Information in accordance with the terms set forth herein. The parties' authorized signatories have duly executed this Agreement as of the Effective Date: August 1, 2020.

[illegible]



## **EXHIBIT B - PUBLIC ENTITY RIDER TO MASTER SERVICES AGREEMENT**

This Rider ("Rider") is attached to the Master Services Agreement dated effective July 1, 2020 (the "Master Services Agreement"), between Lake County Continuum of Care ("Client") and Social Solutions Global, Inc. ("SSG"), to modify the terms and conditions to the Master Services Agreement. Client and SSG each may be referred to individually as a "Party" and collectively as the "Parties."

The Parties agree to modify the terms and conditions of the Master Services Agreement as follows:

1. **Section 5.1 General.** Section 5.1 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

"Fees and payment terms are specified in the applicable Order Form. All fees are in United States Dollars and exclude taxes. Client is responsible for payment of all applicable taxes (excluding those on SSG's net income) relating to the provision of the Services. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees on an annual basis upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of invoiced fees is due 30 days after the invoice date. ~~Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law.~~ Failure to make timely payments is a material breach of the Agreement and SSG will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 11.4 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. Client agrees to reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features."

2. **Section 5.3 Travel and Lodging Expenses.** Section 5.3 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

"SSG's reasonable travel and lodging expenses incurred by SSG in the performance of Services on Client's site will be billed separately at the actual cost set forth in the Order Form."

3. **Section 7.3 Disclaimers.** Section 8.2 is hereby deleted in its entirety and replaced with the following:

"SSG, ITS LICENSORS, AUTHORIZED REPRESENTATIVES, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. SSG MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES AND ANY RELATED INSTALLATION, CONFIGURATION, MAINTENANCE OR OTHER SUPPORT SERVICES,

EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.”

4. **Section 8.2. Client Indemnity.** Section 8.2 is hereby deleted in its entirety and replaced with the following:

“Client shall not be liable for any negligent or wrongful acts, either of commission or omission, unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.”

5. **Section 10. Limitation of Liability.** Section 10 is hereby deleted in its entirety and replaced with the following:

“Notwithstanding anything to the contrary contained in this Agreement, any Order Form, SOW, or other exhibits and attachments, SSG’s total liability for any and all damages may not exceed: (i) with respect to the SaaS Services, the fees (excluding implementation or other Professional Services fees) paid by Client for the twelve (12) month period preceding the action or event giving rise to the liability or (ii) with respect to the Professional Services, the total fees received by SSG from Client for the Professional Services under the SOW giving rise to the liability. The foregoing limitation will not apply to either party’s indemnity obligations set forth in Section 8 of the Agreement. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SSG AND ITS LICENSORS AND SUPPLIERS AND CLIENT WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.”

6. **Section 12.1. Compliance.** Section 12.1 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

“During the term of the Agreement and for a period of one year following its termination, SSG will have the right to verify Client’s full compliance with the terms and requirements of the Agreement. Client will promptly cure any such noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of SSG’s termination rights and do not affect SSG’s right to payment for Services and interest fees related to usage in excess of the License Metrics.”

7. **Section 12.2 Force Majeure.** Section 12.2 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

“Any party hereto will be excused from performance (except payment obligations, provided SSG is able to continue services during the Force Majeure event) under this Agreement for

any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event."

8. **Section 12.9. Governing Law and Arbitration.** Section 12.9 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

"This Agreement is governed by the laws of the State of California without giving effect to its conflict of law provisions. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction."

9. **Section 12.12. Publicly.** Section 12.12 is hereby deleted in its entirety and replaced with the following:

"Client agrees that SSG may identify Client as a recipient of Services and use its logo in sales presentations, marketing materials and press releases, upon prior written approval from Client."

10. **Section 12.14. Insurance.** A new Section 12.14 is hereby added as follows:

**12.14 Insurance.** SSG shall obtain, pay for, and maintain in full force and effect during the Term insurance coverages in the following types and amounts:

- (a) Commercial General Liability with limits no less than One Million Dollar (\$1,000,000) per occurrence and Two Million Dollar (\$2,000,000) in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of SSG under this Agreement;
- (b) Cyber Liability Insurance, including first party and third party coverage, with limits no less than Two Million Dollar (\$2,000,000) per occurrence and Five Million Dollar (\$5,000,000) in the aggregate for all claims each policy year;
- (c) Worker's Compensation in at least the minimum amount required by applicable law;
- (d) Errors and Omissions/Professional Liability with limits no less than One Million Dollar (\$1,000,000) per occurrence and Two Million Dollar (\$2,000,000) in the aggregate for all claims each policy year; and
- (e) Umbrella/Excess Coverage for the insurance coverages required under this Section. Such Umbrella/Excess Coverage insurance shall provide for a limit of at least Five Million Dollars (\$5,000,000) per occurrence excess of underlying insurance.
- (f) All insurance policies: (a) will be issued by insurance companies with a Best's Rating of no

less than A-VII; (b) provide that SSG carriers give Client at least thirty (30) days' prior written notice of any cancellation or non-renewal of, or material change in, the coverage, scope or amount of such policy; and (c) waive any right of subrogation of the insurers against Client or any of its Affiliates. SSG will furnish to Client certificates of insurance evidencing the required insurance coverages promptly upon Client's written request. If underwritten on a claim made insuring agreement, all required insurance hereunder shall be maintained for a period necessary to cover any claim(s) made under the Agreement.

11. **Section 12.15. Transition of Client Data at Termination.** A new Section 12.15 is hereby added as follows:

**Transition of Client Data at Termination.** Prior to termination of this Agreement or any Order Form, Client may access and download their Client Data at any time via the standard Services interfaces and reporting. Upon termination of this Agreement or any Order Form, should Client elect SSG's assistance in the extraction of Client Data, including any attachments, data extraction fees shall apply to provide a standard SQL backup. Such data extraction fees will be the greater of (i) \$250.00 per hour per SSG personnel or \$2,500.00. In no event shall SSG be liable to retain Client Data or perform the extraction of Client Data for a period in excess of six (6) months of the termination or expiration of the SaaS Services unless otherwise required by applicable law.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Rider and the attached Master Services Agreement with the intent to be legally bound thereby effective July 1, 2020.

**SOCIAL SOLUTIONS GLOBAL, INC.**

**LAKE COUNTY CONTINUUM OF CARE**

DocuSigned by:  
*Kenneth Saunders*  
73AFA5B2F2EF403...  
Signed by: \_\_\_\_\_  
Print Name: Kenneth Saunders  
\_\_\_\_\_  
Title: CFO

Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## **EXHIBIT C – COUNTY FISCAL PROVISIONS**

**1. CONTRACTOR’S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget’s Cost Principles.

**2. INVOICES.**

2.1 Contractor shall invoice County each January during the contract term in order for County to make payment prior to payment deadlines agreed upon by County and Contractor.

2.2 Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, County shall still be obligated to pay Contractor on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.

2.3 Contractor’s invoices shall be submitted electronically by email to [LCBHS\\_Fiscal@Lakecountycal.gov](mailto:LCBHS_Fiscal@Lakecountycal.gov).

**3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.**

3.1 Contractor warrants that it shall use commercially reasonable efforts to comply with all audit requirements established by County and will provide a copy of Contractor’s Annual Independent Audit Report, if applicable and at the County’s sole cost and expense.

3.2 County may conduct periodic audits but not more than on an annual basis at its sole cost and expense of Contractor’s financial records pertaining specifically to County’s account, notifying Contractor no less than 30 days prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement. In the event there is a discrepancy in the audit, County and Contractor shall use good faith efforts to resolve and in the event no resolution can be amicably met, Section 12.9 of the MSA shall control.

**4. PAYMENT TERMS.**

**County agrees to pay Contractor Forty Six Thousand Six Hundred Dollars (\$46,600.00) for remainder of Fiscal Year 2020-21 and Fiscal Year 2021-2022, Thirty Four Thousand Six Hundred Dollars (\$34,600.00) for Fiscal Year 2022-23 and Thirty Four Thousand Six Hundred Dollars (\$34,600.00) for Fiscal Year 2023-24 for a total 3-year contract maximum of One Hundred and Fifteen Thousand Eight Hundred Dollars (\$115,800.00). This is according to the itemized order form listed in Exhibit F of this agreement.**

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## **EXHIBIT D – COUNTY COMPLIANCE PROVISIONS**

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall notify County of any known breach of personal, sensitive and confidential information per the terms of the Agreement.
2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.
3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.**
  - 3.1 The Contractor certifies to the best of its knowledge and belief, that it:
    - A. Is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not, within a three-year period preceding this Agreement, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - C. Is not presently criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and
  - 3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor pertaining to the services provided to County by Contractor. In this instance, Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws, if applicable:
  - 4.1 Clean Air Act, as amended (42 USC 1857).
  - 4.2 Clean Water Act, as amended (33 USC 1368).
  - 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
  - 4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
5. **OWNERSHIP OF DOCUMENTS.** All non-proprietary available reports, drawings, renderings, or other documents or materials prepared by Contractor specifically for the County hereunder are the property of County.
6. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws as may be applicable to Contractor.
7. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing on-site work at the County's facilities.

## **EXHIBIT E – Business Associate Agreement**

THIS BUSINESS ASSOCIATE AGREEMENT ("BAA") is by and between Lake County Continuum of Care ("Covered Entity") and Social Solutions Global, Inc. ("Business Associate"). This BAA is effective as of August 1, 2020 (the "Effective Date").

WHEREAS, Business Associate provides certain services to Covered Entity ("Services") under the terms and conditions of an underlying master services agreement dated August 1, 2020 ("the Service Agreement"); and

WHEREAS, in order to perform the Services, Business Associate may need to have access to, use and disclose Protected Health Information of Covered Entity ("PHI"); and

WHEREAS, Business Associate and Covered Entity desire that the Services performed by Business Associate comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended from time to time and the Administrative Simplification Rules including regulations at 45 CFR Part 164 Subpart E ("Privacy Rules"), Subpart C ("Security Rules"), and Subpart D ("Breach Notification Rules") promulgated thereto. (Collectively "HIPAA") and any current and future regulations promulgated under HIPAA or the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act").

NOW THEREFORE, for and in consideration of the promises set forth herein and with the intent to be legally bound, the parties agree as follows.

### **I. Definitions.**

Unless otherwise specifically defined herein, capitalized terms shall have the meaning given by HIPAA. The citation to any provision of HIPAA herein shall mean the current statutory or regulatory provision, any successor thereto, or such provision as may be subsequently renumbered or redesignated.

### **II. Permitted Uses and Disclosures by Business Associate.**

- A. Except as otherwise permitted herein, Business Associate may only Use or Disclose Protected Health Information ("PHI") to perform functions, activities, or Services required under the Service Agreement for or in connection with Covered Entity to the extent such Use or Disclosure of PHI would not violate HIPAA if done by Covered Entity.
- B. Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- C. Business Associate may Disclose such PHI for the proper management and administration of Business Associate or to carry out the responsibilities of Business Associate, provided that such Disclosures are permitted or Required By Law.

### **III. Obligations and Activities of Business Associate.**

- A. Business Associate agrees to not Use or further Disclose PHI other than as permitted or required by this BAA and the Service Agreement.
- B. Business Associate agrees to comply with the Security Rule with respect to Electronic PHI, and shall implement administrative, physical and technical safeguards to prevent Use or

Disclosure of PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, other than as provided for by or permitted under this BAA.

- C. Business Associate agrees to ensure that any agents, including a subcontractor, to whom Business Associate provides PHI received from, or created, maintained, transmitted or received by Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions that apply to Business Associate with respect to such information.
- D. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- E. Business Associate agrees to report to Covered Entity within five (5) business days any Use or Disclosure of PHI by Business Associate not provided for by this BAA, including breaches of Unsecured PHI as required under 45 CFR 164.410, and any Security Incident of which Business Associate becomes aware.
- F. If Business Associate has PHI in a Designated Record Set, Business Associate shall make the PHI in the Designated Record Set available to Covered Entity, or if directed by Covered Entity, to the Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.
- G. If Business Associate has PHI in a Designated Record Set, Business Associate shall notify Covered Entity of any request of an individual to make an amendment to PHI and make available to Covered Entity, if so requested, the PHI for Covered Entity to timely and properly comply with requests by Individuals for amendments consistent with Covered Entity's obligations under 45 CFR 164.526.
- H. Business Associate will make available to the Secretary of the federal Department of Health and Human Services, upon the written request of the Secretary or her designee, Business Associate's internal practices, books, and records relating to the Use and Disclosure of PHI for purposes of determining Covered Entity's compliance with HIPAA.. Business Associate will notify Covered Entity that Business Associate has received such a request.
- I. Business Associate agrees to document its Disclosures of PHI in the same fashion as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- J. Business Associate agrees to make available the information required to provide an accounting of Disclosures either to Covered Entity, or as directed or agreed to by Covered Entity, directly to the Individual in order for Covered Entity to satisfy its obligations under 45 CFR § 164.528.
- K. Business Associate may de-identify PHI, provided such de-identification conforms to the requirements of 45 CFR 164.514(b), including without limitation any documentation requirements. Business Associate may Use or Disclose such de-identified information at its discretion, as such de-identified information does not constitute PHI and is not subject to the terms of this BAA.



- L. Business Associate will comply with any agreement that Covered Entity made or makes with an Individual who is the subject of the PHI that either: (i) restricts Uses or Disclosure of Covered Entity's PHI pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication pursuant to 45 CFR §164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow in advance of the expected compliance date.

#### IV. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitations in Covered Entity's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that any such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that any such change may affect Business Associate's Use or Disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restrictions on the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, or otherwise, to the extent that any such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.
- D. Covered Entity shall not request that Business Associate Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule, if done by Covered Entity.
- E. Covered Entity will limit disclosure of PHI to Business Associate to the minimum necessary for Business Associate to perform the Services.

#### V. Term and Termination.

- A. Term. This BAA shall be effective and enforceable by the parties to this BAA as of the Effective Date as defined herein, and shall terminate on the earlier of (1) when Business Associate is no longer providing Services to Covered Entity, (2) the termination of this BAA by either party, or (3) the mutual written agreement of the parties.
- B. Termination for Cause. Either party may terminate this BAA if it determines that the other party has committed a material breach or violation of this BAA that is not cured by the breaching party within 30 days of the issuance of a notice of the breach or violation.
- C. Effect of Termination.
  - 1. Upon termination of this BAA, for any reason, Business Associate shall return to Covered Entity all PHI Business Associate received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, or if agreed to by Covered Entity, destroy such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of such PHI. Some backup data is retained according to our company backup policy. Backup data shall be deleted

on a rolling basis according to age. All live data is deleted within 30-days of termination and any back-up data will remain for a maximum of 2-years.

2. If Business Associate determines that returning or destroying the PHI is not feasible or in violation of law, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible, and Business Associate shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible or in violation of law, for so long as Business Associate maintains such PHI.
3. The obligations of Business Associate under this Section V shall survive the termination of this BAA.

#### VI. General Provisions.

- A. Regulatory References. A reference in this BAA to a section in HIPAA means the section as enforceable at the applicable time.
- B. Amendment. The parties to this BAA agree to take such action to amend this BAA or execute a new business associate agreement as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA, including the provisions of HITECH.
- C. Interpretation. Any ambiguity in this BAA shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA.
- D. Notices. Any notices to be given to either party shall be made in writing and sent by certified or registered mail, postage prepaid, return receipt requested or overnight mail to the address given in the Services Agreement.
- E. Governing Law. This BAA and the legal relationship between the parties to this BAA shall be governed and construed in accordance with applicable federal law and to the extent not preempted by federal law, the laws of the State of California, without giving effect to the principles of conflict of laws thereof.
- F. Cooperation and Reasonableness. The parties to this BAA agree to negotiate in good faith any disagreements or disputes that arise under this BAA and to execute and deliver any and all documents and instruments reasonably necessary to effectuate such good faith negotiation, in order to help Covered Entity and Business Associate comply with their respective obligations under HIPAA.
- G. Headings and Section References. The headings of the sections and paragraphs of this BAA are included for convenience only and are not intended to be a part of, or to affect the meaning or interpretation of, this BAA. All section references in this BAA, unless otherwise clearly indicated, are to sections within this BAA.
- H. Third-Party Beneficiaries. This BAA and its terms and conditions are intended for the sole benefit of Business Associate and Covered Entity and do not create any third-party beneficiary rights.

- I. Invalid or Unenforceable Provisions. If any term or condition of this BAA is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this BAA shall remain in full force and effect.
- J. Client Data extraction at Termination or Expiration of Services. Covered Entity agrees and acknowledges that by using the services of Business Associate, the Covered Entity has full access to its data (including PHI) at any time prior to the expiration or termination of such services and Covered Entity may download its data at no charge. Covered Entity agrees that if any of Covered Entity's data, including any attachments, is required to be extracted at or within not more than 90 days after termination of the services, the fee for Business Associate to perform such data extraction to provide a standard SQL backup will be the greater of (i) \$250.00 per hour per Business Associate personnel or \$2,500.00.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this BAA as of the date first written above.

Business Associate:

Covered Entity:

**SOCIAL SOLUTIONS GLOBAL, INC.**

**LAKE COUNTY BEHAVIORAL HEALTH SERVICES**

Signed by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: Kenneth Saunders

Print Name: \_\_\_\_\_

Title: CFO

Title: \_\_\_\_\_

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**EXHIBIT F – SSG ORDER FORM**

**Social Solutions** 

**Quote Number:** 2020-63337

**Bill To:**  
Lake County Continuum of Care  
PO Box 1024  
Lucerne, California 95458  
United States

**EXHIBIT 4 - 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:

Subscription Products and Services				
SKU	Product Name and Description	Quantity	License Metric	Billing Frequency
Apricot-PB	Apricot 360 Bundle The Apricot 360 license includes 10GB of database storage and two administrator seats. Each administrator seat is provided with basic training. For applicable terms and conditions, please see <a href="https://www.socialsolutions.com/legal">https://www.socialsolutions.com/legal</a>	35.00	Per User	Annually
Apr360BscTraining	Basic Training Package - 360 The basic training packages includes unlimited access to the following • Live Apricot Setup Webinar • Live Apricot Insights Webinar • Admin Video Library • End User Training Library	1.00	Fee	Annually
ApAnnAdminTrain-FF	Apricot Advanced Training Subscription One Administrator may access one of each type of Administrator class offered per quarter. This subscription fee will autorenew annually under the terms of your MSA. Training-related questions may be sent to <a href="mailto:training@socialsolutions.com">training@socialsolutions.com</a> .	1.00	Fee	Annually
AHS-APRICOT	Apricot for Homeless Services Apricot for Homeless Services includes a set of templated forms and reports based on the latest version of HMIS data standards published by HUD. The following reports are included: Annual Performance Report (CoC - APR), Consolidated Annual Performance and Evaluation Report (ESG - CAPER), the HMIS Data Quality Report, and the HMIS data exchange CSVs.	35.00	Per User	Annually
AprGoldSupport	Gold Support Package Gold support package for Apricot	1.00	Fee	Annually
		Annual Amount USD		34,600.00
		Initial Invoice Amount USD		34,600.00

Professional Services and Training				
SKU	Product Name	Quantity	Sales Price	Payment Terms
AHSSetup-FF	Apricot for Homeless Services Setup	1.00	\$2,000.00	100% Upfront

Quote #2020-63337

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Page 1 of 3

	This engagement includes the activation of the Apricot for Homeless Services data collection forms, standard reports, and CSV exports as well as up to 8 consultation and project management hours during which the Professional Services Department will provide guidance on the standard forms, data entry workflows, and added reporting functionality.			
ApricotT4T	<p>Apricot Train the Trainer</p> <p>One training session will review the client's configuration and review tips and tricks for training end users. Up to 12 attendees per session. Trainings can be conducted virtually or onsite for an additional fee. Deliverables include:</p> <ul style="list-style-type: none"> <li>- Project Kick Off Meeting</li> <li>- PowerPoint Slide Deck</li> <li>- Trainer script, notes, and demo instructions</li> <li>- One Train the Trainer Session for up to 4 hours</li> </ul>	1.00	\$1,200.00	100% Upfront
ProjMgrApr	<p><a href="https://training.apricot.info/Agendas/APRT4TAagenda.pdf">https://training.apricot.info/Agendas/APRT4TAagenda.pdf</a></p> <p>Project Manager - Apricot</p> <p>Billed at an hourly rate * Day to Day Project Leadership and defining project priorities * Build and communicate project plan, issues, risks, status while following SSG methodology and SOPs</p> <p>Services resource for time and materials engagements</p>	6.00	\$1,200.00	T&M
ServCnsltntApr	<p>Service Consultant - Apricot</p> <p>Billed at an hourly rate - Assist the customer in recommending a solution that fits the customers' needs within the respective scope and budget, as needed</p> <p>Services resource for time and materials engagements</p>	30.00	\$6,000.00	T&M
TRAINEndUser	<p>Apricot Custom End User Training</p> <p>One session of end user training will review the client's configuration for up to 12 end users. Trainings can be conducted virtually or onsite at client's location for an additional fee.</p> <p>Deliverables include:</p> <ul style="list-style-type: none"> <li>• One Project Kick Off Meeting</li> <li>• One PowerPoint Slide Deck</li> <li>• One End User Training Session for up to 3 hours</li> </ul> <p><a href="https://training.apricot.info/Agendas/APREndUserAgenda.pdf">https://training.apricot.info/Agendas/APREndUserAgenda.pdf</a></p>	2.00	\$1,600.00	100% Upfront
			<b>Total Sales Price USD</b>	<b>12,000.00</b>

#### Terms and Conditions

Start Date: August 01, 2020

**Term (Months):** Commencing on the Start Date, the initial term ("Initial Term") of this Order Form shall be for a period of the remainder of the 2020 calendar year and for 36 months thereafter. This Order Form is non-cancelable prior to the end of the Initial Term.

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

**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 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 fees will be waived by SSG for the 2020 calendar year pursuant to SSG's 2020 Emergency Response Promotion. Subscription fees beginning January 1, 2021, will be invoiced in advance either annually, or in accordance with any different billing frequency stated in on this Order Form. All "100% Upfront" and "T&M" professional services and training fees that have been earned or are otherwise due and payable as part of the Implementation of the Services in 2020 will be invoiced with the Subscription fees. 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.

**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. 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.

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

**Scheduling Training**

Specific session dates and times will be scheduled between the client and the SSG Trainer. The client is expected to provide first and second choice dates. The client will have one week to confirm a date. Once confirmed, the cancellation policy (below) will be enforced.

**Cancellation Policy**

If training is cancelled or rescheduled after it has been confirmed (as outlined in the training proposal), the client will be billed a Cancellation Fee equal to two hours of additional administrative time at SSG's then current training rates to cover the administrative costs of rescheduling. SSG shall not reschedule training until receipt of the Cancellation Fee.

In addition to the foregoing, if the client cancels training within one week prior to the scheduled start date of the training, or if the required persons are not present at the start of training, then in addition to the Cancellation Fee, the client is responsible for the entire cost of the training as set forth in the proposal and such amount shall be non-refundable. The foregoing may be waived for extenuating circumstances, solely by SSG in its sole and absolute discretion.

**Training Cancellation Policy**

If client cancels before the end of their subscription, they pay the \$1,800/year rate for the active term.

This Order Form is subject to and governed by the terms and conditions of Master Services Agreement dated July 1, 2020 by and between the parties hereto (the "Agreement") and is incorporated by reference in its entirety. 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 the last date of signature identified below ("Effective Date"). Each party signing below agrees and acknowledges that they are duly authorized to be bound by the terms and conditions of the Agreement and this Order Form.

**Client:** Lake County Continuum of Care

**Authorized Signature:**

**Print Name:**

**Title:**

**Date:**

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

**Authorized Signature:**

DocuSigned by:

*Kenneth Saunders*

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**Print Name:**

**Kenneth saunders**

**Title:**

**CFO**

**Date:** 9/9/2020

# Social Solutions

## Schedule B: Scope of Work

**Customer:** Lake County Continuum of Care  
**Project Type:** Apricot 360 HMIS Premium Implementation

### 1. Project Scope

Social Solutions Global (SSG) is pleased to partner with you with a premium HMIS implementation for your Apricot 360 software. This is an interactive project where SSG consultants plan, design, build, train, provide guidance and share best practices to you as we partner together to configure your software.

To support the success of this project, please ensure that your staff attends the required training as detailed in the project plan. Your Apricot 360 subscription includes train the trainer and custom end user training. Attending the trainings will provide the foundation necessary for you to receive the maximum value of the consultations we will provide.

### 2. Project Scope and Deliverables

This project is organized around a project plan and implementation schedule to develop Apricot 360 while simultaneously training and empower your staff and consultants to understand Apricot and support system administration. Your participation in the project is critical to maintaining the project schedule, enabling discovery, performing key project tasks, and attending trainings at the designated points throughout the timeline.

The scope of work below outlines the known deliverables. If you require assistance outside the scope of this project, SSG can review additional requirements to determine whether they are in scope and if need provide a quote to meet additional needs. We will obtain your written approval before charging you for additional work. We will review this plan as well as the project scope at the kickoff meeting.

#### Plan:

- Project Management and oversight for up to 16 weeks
- Project prep & kick off call 2 calls
  - Apricot Functionality Overview Demonstration
- Access to Apricot E- Learning Module for Administrators
- Access to Advanced Training Module for technical lead

#### Design:

- Up to three (3) one-hour Discovery Consultation meetings to review HMIS Projects, coordinated entry, public web form use, and Form specifications
- Development of one (1) blueprint

#### Build:

BRAKER POINT II, 4TH FLOOR  
10801 N. MOPAC EXPRESSWAY,  
AUSTIN, TX 78759

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Fax: 443-460-3473  
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- Configuration review:
  - HMIS template for HUD compliant data collection and reporting
  - Configuration of 6 sites and up to 20 HMIS projects (programs)
- Best Practice Consultation on the Configuration and Workflow design of Coordinated Entry (CE) including:
  - Discussion of up to 1-3 CE programs
  - Installation of latest VI-SPDAT vulnerability and prioritization assessments for Individuals, Families, and Transitional Age Youth
  - Consultation on additional custom CE data points (modifications to prioritization tool or up to 1 additional form)
  - Consultation & Review of 1 to 3 population-based dashboard by name list reports to support waitlist management and housing prioritization
  - Configuration of up to 5 in system closed loop referrals
  - Configuration guidance for HMIS bed set up
- Best Practice Consultation on the Configuration and build out of up to 5 forms to support employment programming
- Set up and configuration for HMIS beds
- Best Practice Consultation on the Configuration of up to 5 intake webforms to support kiosks & community helper triage
- Best Practice Consultation on Apricot Reporting:
  - Overview of all HMIS HUD Compliance Reports
  - Demonstration - Leveraging Standard Forms & Reports (including Apricot Results)
  - Up to 10 hours of reporting consultation for operational reporting

### **Train**

- One (1) Train the trainer session for HMIS administrators
- Two (2) Custom end user web trainings Apricot for HMIS
- 1 Apricot for HMIS quick reference guide

### **Test**

- Up to three (3) one--hour demonstrations of the configured solution
- Up to one (1) two-hour meeting to review the overall administration of the Apricot solution
- Up to three (3) hours of general Best Practice Consultation to cover Apricot features such as those listed below (to be directed by the Customer)
  - Program(s) & Permission Set Layout
  - Insights Dashboard, Connect, & Direct Messages
  - Import Tool for Self-Directed Data Migration

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# Social Solutions

## **Support**

- Project closure and transition to Advanced Support Consultant

## **3. Project Schedule**

We expect to complete this project in 12 weeks. If you require additional hours above and beyond scope 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.

## **4. 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 attend the Apricot Onboarding Webinar before the first scheduled project call (see Append: Roles & Duties). Otherwise you risk a delay in project start date.
- Complete Training Academy resources in advance of associated project calls (per the schedule to be agreed upon at Kick-off) so your staff receives the most value from the meetings/consultations.
- Ensure your team attends consultations as scheduled.
- Provide notification to us at least two business days in advance, if something arises that requires a change to the project schedule to see if we can reschedule. Otherwise, we will record sessions to share with those that missed the consultation, or if cancelled without proper notice, you may forfeit the session.
- 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.

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- 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.

### 5. 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.

- Lake County will be provided a trial site ahead of the project kick off. This site can be converted to production, sandbox, or utilized for experimentation.  
  
At the end of your project, you will also be provided with a Sandbox site which is a duplicate copy of your configured [Production Site] database. Changes you make in your Sandbox site will NOT sync with your Production site, nor visible to your End Users. You can open a Customer Care ticket to request a sync between your Production and Sandbox sites, to make changes live and accessible to your End Users.
- Migration – Lake County staff plans to manually enter data from their existing database. Any other data migration is outside the scope of this Implementation project and an additional Scope of Work to determine the cost to migrate is be required.
- We define a "custom" Apricot form as containing no more than 50 fields and requiring less than one (1) hour to configure.
- We define a simple "custom" Apricot report (examples: unduplicated counts, demographic outputs) as requiring less than two hours to build. More complex reports are scoped at additional time/cost.
- 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.
- Data cleaning, de-duplication, and mapping into Import templates is the responsibility of the Customer's staff. Additional cost will be incurred if SSG staff performs this work.
- SSG developed reports will provide data and outcome required but could deviate from submitted report documents in format and style.
- Custom reports developed and implemented by SSG include a 30-day warranty after implemented in production. Changes to reports after 30-day period will require

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## Social Solutions

additional funded services if customer expects SSG to maintain SSG developed custom reports. Any customer developed custom reports requiring SSG to update reports will require services and can be procured via professional services order from account manager based on scope and requirements needed.

- Customer has its own billing and financial software. Any report associated with expenditures is outside of scope of the implementation.
- Integration with a 3<sup>rd</sup> party database via SFTP or API is outside the scope of the Implementation project.
- Lake County will be responsible for required OrgCode training on the VI Spdat tools
- Social Solutions product team will install the VI Spdat tools
- Social Solutions will maintain all current and future HUD compliance for HMIS data collection and reporting standards.
- Lake County Administrators will be notified of major HUD changes approximately 30 days ahead of HUD due dates
- Any new HMIS requirements defined by HUD shall be implemented according to HUD required timelines. Social Solutions will communicate deliverables, timelines, and if necessary pilot testing for all major changes.
- Lake County will have 35 users inclusive of 2 administrator licenses

### 6. Fees

This is a Time and Materials project. You will receive monthly invoices for the hours worked on the project. Time is billed in 15-minute increments. The cost of this project is shown by Resource and Amount of time billed, on your invoices.

Implementation Fees: Time & Materials	Hours Summary	Rate	Fee Summary
Project Manager (PM)	6	\$200	\$1,200.00
Services Consultant (SC)	30	\$200	\$6,000.00
Training	18	\$200	\$3,600.00
<b>Total Estimate</b>	<b>54</b>		<b>\$10,800.00</b>

Additional services may be procured through a change order at the rate of \$200.00/hour.

Invoices are generated monthly, in arrears, for the previous month's work performed.

### 7. Support

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Upon project completion, the SSG Project Manager will submit a project completion form to your project manager, which allows the project to transition to SSG Support.

Support	Description	Fee Summary
Gold Support	<ul style="list-style-type: none"> <li>• Unlimited Chat Support</li> <li>• 24 hours total annually</li> <li>• Includes 2 hours per month of phone consultation (scheduled calls with a member of the Apricot Support team)</li> <li>• Schedule meetings by emailing <a href="mailto:customer.care@socialsolutions.com">customer.care@socialsolutions.com</a></li> <li>• Up to 30 cases with the Apricot Support team each month</li> </ul>	\$1,500.00
<b>Total Estimate</b>		<b>\$1,500.00</b>

Apricot Service Level Agreement can be viewed here:

[https://www.socialsolutions.com/downloads/Apricot\\_Support\\_SLA\\_20170209.pdf](https://www.socialsolutions.com/downloads/Apricot_Support_SLA_20170209.pdf)

### 8. 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.

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## Social Solutions

### 9. Project Timeline

The following is an estimated schedule of deliverables. This schedule is contingent upon a contract signature before July 1<sup>st</sup> 2020 and key resource availability to ensure progress. If the contract is not signed by July 1<sup>st</sup> the schedule shall push day for day.

Deliverable	Delivery Schedule(commencing from Agreement Start Date)	Notes
System Provisioning	Week 1 Jul 6th	Convert Sandbox to Production site, removing test records for Organizations, Projects, Forms and Reports
Agency/Program Configurations	Week 2 July 13th	SSG Project Manager to review program setup, advise on changes
VI-SPDAT Tools	Week 4 August 10	VI-SPDAT tools will be available for Individuals, Transitional Aged Youth and Families
Coordinated Entry System Design	Week 3 July 20	Advise Lake County Continuum of Care
Training	Week 2 July 13th	Train HMIS Admin and HMIS Oversight Committee on Administrative overview
Training	Week 3 July 20	Train HMIS End Users
Additional consultation	August- Oct 31	Consultation and post go-live support as needed
Project	By Oct 31st	SSG and LakeCo meet to close project and clarify any outstanding items/issues

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# Social Solutions

## Appendix: Roles & Duties

### Social Solutions Global

#### SSG Services Solution Consultant

- Performs all consultation meetings.
- Leads your staff through guided form and report builds.
- Shares best practices and recommends technical approach based on your needs.

#### SSG Project Manager (often performed by Services Solution Consultant)

- Has primary responsibility for ensuring the project services are delivered.
- Your primary contact for the project.
- Works with your project manager to complete the project on time and in budget.
- Creates and maintains project plan and manages SSG resources .
- Alongside your project manager, responsible for communication and status reporting.
- Tracks issues affecting project and brings them to timely resolution. Notifies you of issues that might affect budget, scope, or project timeline.
- Leads best practices and/or change management for SSG's software.

#### SSG Director of Professional Services (often performed by PS Operations Manager)

- SSG leader responsible for the success fo the project.
- Decision maker for issue escalation and items affecting project budget or scope.

### Client

#### Client Staff

- Provides detailed requirements about programs, including security requirements.
- Provides sample forms and form logic.
- Attends end user training.

#### Client System Administrator(s)

- Configures Apricot with the guidance of the Services Solution Consultant.
- Attends Onboarding Webinar and other system administration training.
- Participates in all consultations.

#### Client Project Manager (often performed by the System Administrator)

- Has primary responsibility for your implementation through go-live.
- SSG's primary contact for the project.
- Works with SSG's project manager to complete the project on time and in budget.
- Identifies who from your team is involved in project activities and training.
- Alongside SSG's project manager, responsible for communication and status reporting.
- Identifies complex or high risk areas and informs SSG's project manager.

#### Client Sponsor (often performed by Executive or Program Director)

- Your leader who is responsible for the success fo the project.
- Decision maker for escalations and items that affect your implementation budget or scope.

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