

## **FIRST ADDENDUM MASTER SERVICE AGREEMENT**

THIS FIRST ADDENDUM is to that Master Service Agreement entered into on April 9, 2022 by and between the County of Siskiyou ("County") and Social Solutions Global, Inc. ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the cost of services to be provided under the Master Service Agreement is expected to exceed the amount provided in the Master Service Agreement ; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Master Service Agreement; and

WHEREAS, Attachment II, Order Form, of the Master Service Agreement needs to be revised to increase the amount of compensation.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Page 17 of the Master Service Agreement, Attachment II, Order Form, shall be amended to add 10 additional site licenses, the amended Attachment II, Order Form is attached hereto and hereby incorporated by reference.

Page 25 of the Master Service Agreement, Attachment III, Budget, shall be repealed and replaced to increase the compensation payable under the Contract to an amount not to exceed Sixty-Three Thousand One Hundred Forty-Four Dollars and 17/100 cents (\$63,144.17) for the term of the Master Service Agreement, the new Attachment III, Budget, is attached hereto and hereby incorporated by reference.

All other terms and conditions of the Master Service Agreement shall remain in full force and effect.

**SIGNATURES ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, County and Contractor have executed this First addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: \_\_\_\_\_

\_\_\_\_\_  
ED VALENZUELA, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

CONTRACTOR: Social Solutions Global, Inc.

Date: 3/16/2023

DocuSigned by:  
*David Lutz*  
\_\_\_\_\_  
David Lutz,  
General Manager & SVP, Operations

Date: 3/13/2023

DocuSigned by:  
*Rudy Garcia*  
\_\_\_\_\_  
Rudy Garcia  
Senior Vice President, Finance

License No.: N/A  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 52-2277149

ACCOUNTING:

<u>Fund</u>	<u>Org</u>	<u>Account</u>	<u>ACTV</u>	<u>FY21/22</u>	<u>FY22/23</u>	<u>FY23/24</u>	<u>Total</u>
2129	401031	723000	164	\$19,250.00	\$21,251.00	\$22,598.17	\$63,144.17

Encumbrance number E2300266

If not to exceed, include amount not to exceed: \$63,144.17

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Date: \_\_\_\_\_

\_\_\_\_\_  
ED VALENZUELA, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

By: \_\_\_\_\_  
Deputy

CONTRACTOR: Social Solutions Global, Inc.

Date: \_\_\_\_\_

3/9/2023

DocuSigned by:  
*Drissa Thornton, Director, Contracts Administration*  
\_\_\_\_\_  
David Lutz  
General Manager & SVP, Operations

Date: \_\_\_\_\_

\_\_\_\_\_  
Rudy Garcia  
Senior Vice President, Finance

License No.: N/A  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

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If not to exceed, include amount not to exceed: \$63,144.17



Attachment II  
First Addendum

Quote Number: 2023-129830  
Offer Valid Through: March 31, 2023

*Additional order*

**Bill To:**  
Siskiyou County, Department of Behavioral Health Services  
2060 Campus Drive  
Yreka, California 96097  
United States

## ORDER FORM

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

### Subscription Products and Services

SKU	Product Name and Description	Quantity	License Metric	Billing Frequency
Apricot-PB	<p>Apricot 360 Bundle</p> <p>The Apricot 360 license includes 10GB of database storage with two User licenses designated with Administrator privileges. Each Administrator seat is provided with basic training. Additional licenses for Users or designated Administrators may be purchased on a per-user basis. For applicable terms and conditions, please see the Master Services Agreement at <a href="https://www.socialsolutions.com/legal">https://www.socialsolutions.com/legal</a></p>	10.00	Per User	Annually
			<b>Annual Amount USD</b>	<b>7,020.00</b>
			<b>Initial Invoice Amount USD</b>	<b>7,020.00</b>

### Terms and Conditions

**Start Date:** April 01, 2023

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

**Term (Months):** The "Term" is 24 months from the Start Date. This Order Form is non-cancelable prior to the end of the Term.

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

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

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

**License Metric:** Client may not decrease the number of licenses for its Users during the Term of the Order Form. Upon termination of this Order Form, all licenses granted to Client with respect to the Services included in this Order Form shall automatically terminate and Client shall immediately discontinue its use thereof. System reviews of the number of Users will be performed periodically. If Client is using more than the purchased number of licenses included herein, Client will be invoiced for the additional Users it's the earlier of discovery or the next invoice cycle. If at any time, additional Users licenses are added, such additional User licenses will be invoiced at the then prevailing rate on a per license basis to coincide with the Term of the Services.

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

**Payment for U.S. Clients:** All Subscription Products and Service fees and Professional Service and Training fees will be invoiced in advance either annually, or in accordance with any different billing frequency stated in on this Order Form. All fees payable in U.S. Dollars and exclude taxes. Client is responsible for the payment of any tax amount(s) due unless client has delivered to SSG a valid tax exemption certificate prior to invoice. Fees may be paid by check, Electronic Fund Transfer, credit card or ACH. All payments by credit card, are subject to Client completing the attached Credit Card Authorization Form. In order to elect for ACH payments, Client must complete and execute the attached Authorization Agreement for Preauthorized Withdrawal Debits.

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

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

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

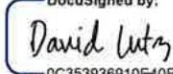
This Order Form is subject to and governed by the terms and conditions of SSG's Master Services Agreement, which can be located at <http://www.socialsolutions.com/legal/> (the "Agreement") and is incorporated by reference in its entirety. Capitalized terms not otherwise defined in this Order Form have 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:** Siskiyou County, Department of Behavioral Health Services  
**Authorized Signature:**

**Print Name:** Ed Valenzuela      **Title:** Chair, Board of Supervisors  
County of Siskiyou

**Date:**

**Social Solutions Global, Inc. ("SSG")**  
**Authorized Signature:**

DocuSigned by:  
  
0C353936910E40E  
**Print Name:** Dave Lutz

**Title:** General Manager & SVP Operations

**Date:** 3/16/2023

**ATTACHMENT III  
BUDGET**

TAXPAYER I.D. 52-2277149

**ACCOUNTING:**

<u>Fund</u>	<u>Org</u>	<u>Account</u>	<u>ACTV</u>	<u>FY21/22</u>	<u>FY22/23</u>	<u>FY23/24</u>	<u>Total</u>
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Encumbrance number E2300266

If not to exceed, include amount not to exceed: \$63,144.17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/18/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> AssuredPartners of Missouri, LLC 12645 Olive Blvd; Suite 300  St Louis MO 63141	<b>CONTACT NAME:</b> Debra Szyszka <b>PHONE (A/C, No, Ext):</b> (314) 523-8800 <b>FAX (A/C, No):</b> (314) 453-7555 <b>E-MAIL ADDRESS:</b> debra.szyszka@assuredpartners.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>INSURER A:</b> American Guarantee & Liability Insurance Co. <b>NAIC #</b> 26247
Social Solutions Global, Inc. 10801-2 N. MoPac Expy, Suite 400  Austin TX 78759	<b>INSURER B:</b> American Zurich Insurance Co.      40142 <b>INSURER C:</b> Continental Casualty Insurance Co.      20443 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 22/23 SS      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPO-0753129-00	07/17/2022	07/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BAP-0722412-00	07/17/2022	07/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC 0753130-00	07/17/2022	07/17/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ \$15,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0722413-00	07/17/2022	07/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Tech E&O / Cyber Liability			5940915BR	07/17/2022	07/17/2023	Each Claim \$10,000,000 Aggregate Limit \$10,000,000 Retention \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  FOR INFORMATION PURPOSES ONLY	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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