ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD SUITE 500 ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AMENDMENT

TO: DATE ISSUED: August 7, 2019

Social Solutions Global, Inc.

10801-2 North MoPac Expressway – Suite 400

Austin, Texas 78759

AGREEMENT NO: 507-12

'DHS: Customer Services/Case

AGREEMENT TITLE: Management COTS'

THIS IS A NOTICE OF A CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS

The contract term covered by this Notice of Amendment is effective <u>SEPTEMBER 1, 2019</u> thru <u>APRIL 17, 2020.</u>

The above referenced contract is amended as follows: See Amendment No.8

The contract documents consist of the terms and conditions of the Agreement dated April 17, 2012 including Amendments 1-7 and any Exhibits or Attachments.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Michael Alvarado TELEPHONE NO.: (512) 782-0947

EMAIL ADDRESS: malvarado@socialsolutions.co

COUNTY CONTACT: Martha Coello TELEPHONE NO.: m (703) 228-1642

EMAIL ADDRESS: mcoell@@arlingtonva.us

CONTRACT AUTHORIZATION

NAME: Vanessa Moorehead Procurement Officer

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Distribution: Contractor: 1 Contract Folder: 1 Administrative Officer: 1 Purchasing Admin: 1

ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT

AGREEMENT NO. 507-12 AMENDMENT NUMBER 8

This **Amendment Number 8** ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 507-12, dated April 17, 2012 ("Main Agreement") and amended by Amendment 1 through 7, and made between **Social Solutions Global, Inc., 10801-2 North MoPac Expressway, Suite 400, Austin, Texas 78759 ("Contractor") and the County Board of Arlington County, Virginia ("County").**

The County and the Contractor amend the Contract Term, Scope of Work (Exhibit A) and Payment Schedule (Exhibit C) called for under the Main Agreement as follows:

REVISE THE CONTRACT TERM TO READ AS FOLLOWS:

The contract will be renewed for an additional 8-month period **starting September 1, 2019** through **April 17, 2020**, (second Subsequent Contract Term) subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor for an additional two (2) twelve (12) month periods from April 18, 2020 to April 17, 2022 ("Subsequent Contract Term").

REVISE THE SCOPE OF WORK (EXHIBIT A) TO READ AS FOLLOWS:

See attached revised Exhibit A

REVISE THE PAYMENT SCHEDULE (EXHIBIT C) TO READ AS FOLLOWS:

See attached revised Exhibit C

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SOCIAL SOLUTIONS GLOBAL, INC.

AUTHORIZED SIGNATURE:

NAME: VANESSA MOOREHEAD TITLE: PROCUREMENT OFFICER

DATE: 8/7/2019

AUTHORIZED Docusigned by:
SIGNATURE: Kenneth Saunders
73AFA5B2F2EF403...

NAME: Kenneth Saunders

TITLE: CFO

DATE: 7/29/2019

Exhibit A

SCOPE OF WORK

Purpose/Overview

The Contractor shall perform all services necessary to license, support and maintain in test, training and production environments the fully functional, County configured Customer Services and Case Management (CSC-CM) solution for the Arlington County Department of Human Services ("DHS") and Arlington County Continuum of Care, Homeless Management Information System (HMIS) accepted as final deliverables of the original contract. Both CSC-CM and HMIS are included and referred as "the system" for the purpose of this agreement.

CONTRACTOR'S PERFORMANCE REQUIREMENTS:

General Performance

Certify deliverables as meeting the requirement specifications prior to turning them in for County's approval in order to minimize rework, and ineffective use of County's staff time and resources.

Obtain approval from County's Project Officer prior to making any adjustment to tasks, or priorities that impact any agreed upon deliverables or their completion.

Specific Performance Requirements:

Maintain the system according to the following Technical Requirements:

Platform Compliance

Provide the County with a System that is compliant with Windows Server 2012 or higher, ASPNET and the .NET framework 4.6SPI, Business Objects Enterprise, and the Crystal Reports programming languages. Alternatively, the system should be upward compatible, and fully functioning under at least one prior version of the above listed platforms.

Database Compliance or flexibility

The system shall be a hosted software application built with Microsoft SQL Server database.

Scalability Compliance

The system shall be a hosted, web-based solution. The software shall meet or exceed a two second median and five second maximum screen-refresh for standard forms through uncongested broadband connectivity.

Client Platform Compliance or Flexibility

The system shall provide full support for Internet Explorer 11 or higher.

Hosting Requirements

Contractor shall host the System in a world class managed and fully redundant data center infrastructure. Contractor shall utilize an operational process that manages hosting, network infrastructure, storage and security of the System. The operational structure in place shall be based on best practice and backed by an ITLv3 service model that ensures all changes are repeatable and changes are managed in a controlled process.

The data center infrastructure and management processes of the hosting provider shall have received SAS 70 Type II as well as ISO 9001 certification and shall be PCI DSS-compliant facilities and processes.

System Set up

Contractor shall:

- Maintain the County configured system and provide access to it through a web URL
- Be able to deploy the system using a scripted and automated process
- Maintain up three full functioning Web-based environments of the licensed system for County: DHS Production, DHS Sandbox, and HMIS Production.
- Maintain a list and install, if necessary, any ancillary software required by the system to be fully operational. See Section C, Licenses
- Upon a request in writing by County, and provided that County has no outstanding amounts due Contractor, Contractor will provide a password-protected, digital, SQL 2014 format copy of County Data to County upon termination of this Agreement. The request must be made no longer than 30 days after termination of the Agreement, and the work will be performed at Contractor's then current rates for such, but not to exceed \$1500.00.
- System Set Up tasks shall not be considered accepted until the County has approved system set up in writing after testing accessibility to and operation of all three environments using accounts with different user roles.

Configured Application

The Contractor shall maintain and ensure full functioning of all modules of the County configured system and include compliance with all mandatory HUD regulations as accepted in the original contract.

Data Accessibility and Interaction Requirements

The Contractor shall maintain configuration of the system to:

- Provide a direct batch upload tool to import data in CSV format using Excel based templates that include necessary header and column information. This tool shall include full support for the custom fields and tools created within system.
- Allow one time and on-going uploads of existing data in the system.
- Allow data export from the system to Excel, XML, HTML, PDF or Microsoft Word.
- Synchronize system queries with Microsoft Office products such as Excel using live Office to refresh data.
- Provide Public API's that allow for connections to other systems via web services.
- Integrate, based on available and defined API's, to an external database to allow County staff to search by client last name, client first name, client birth date, source system ID, social security number, DHS-ID, or any combination of the above.
- Maintain Interface set up for data Import/Export from system to DHS data warehouse and from DHS data warehouse into the system.
- Display search results from a County database (the DHS data warehouse that includes name, gender, birth date, social security number, address, and source system name.)
- Allow record selection and import from an external database into the system while keeping multiple identifiers such as: DHS-ID from DHS source, DHS Case number, and system ID.
- Import Client data from DHS data warehouse on a daily basis. Imports are to run in an automated and scheduled way controllable by the Arlington County, DHS this includes the ability to operate outside normal Arlington County DHS business hours. The import process must be completed in less than eight hours. The automated process must be able to begin and conclude operation unattended by DHS staff.
- Imported records are ready available for in-system client searches the next business day.
- Allow imported records to be fully editable, validated, stored, and managed according to system rules.
- Provide record counts, and error reports originated from the daily DHS data warehouse imports.
- Generate an error file containing records rejected from the import process, and allow their re- processing, after correction, in the next data import cycle.

Business/Program Operations

The system shall maintain the following Business/Program Requirements:

End user Configuration

End user program configuration that allows rapid expansion of service environments by program, department or site.

Reporting

- Maintain an ad-hoc reporting tool which allows system administrators to build filtered field level queries of virtually any data element captured in the database.
- Integrate with Microsoft Office tools, embedding up-to-the-minute data from the system in Microsoft PowerPoint, Excel, and Word documents which provides self-service access to Arlington County, DHS data within familiar business tools.

Data Integrity Control and Remediation

Maintain System Administration tools to turn on or off features in the software disable rather than delete a feature, and system utilities that allow for the correction of data errors.

Access and Security

Maintain configuration that allows County staff to login to the solution using their Active Directory user name and password and assign each unique logon one of customizable system access levels.

Active Directory Integration

Maintain integration with the County's Active Directory authentication such that County users with licensed access to the system need only authenticate to the County ("single sign on", successful login to County network will successfully authenticate the user in the contracted system). This is authentication only ("login"), the user must still have a configured licensed account in the system and levels of access are still managed within the system (not via Active Directory). The contracted system must synchronize with the County's Active Directory at least nightly and there must be a means for the County to request or enact an updated synchronization in a timely fashion in cases where key users County Active Directory profile has changed.

Role based system Access

- Provide role-based system access to test and training environments, that is representative of different functions in the department.
- Provide role-based system access to production environment for all licensed users based on their job functions.
- Provide an automated audit trail user's interaction with the software and allow administrator to run queries against audit trail logs, or tables.
- Have a "system time-out" capability that disconnects idle sessions after a pre-set time of no activity (e.g. 5 min.)
- Collect data on tasks routing, duration, and completion based on Customer Services and Case Management, and Workforce workflows.
- Ensure customizations done by Site Administrators affect the content of the system tables and in no way modify the code at run-time in order to prevent Arlington County, DHS changes from negatively impacting future software releases.
- Allow end users, without technical assistance or custom programming, to create and modify programs, assessments, services and client forms, in test and production environments.
- Allow end users, without technical assistance or custom programming, to create and modify reports on demand and by batch based on a user-defined criteria. Make reports available to users in real-time, accommodate userdefined date parameters, offer graphic enhancements and allow drill-down to client specific data where applicable, and allow reports to be printed and exported by users.
- Provide disaster recovery services that restore the Arlington County system and near real time data within 24-48 hours.

System documentation

The Contractor shall:

- Maintain User Documentation via an online help-wiki will give end-users immediate access to written materials and a pre-recorded online training covering system basics.
- Use an existing system manual template to prepare a user guide covering the Arlington County, DHS specific configuration of system. The manual shall include screenshots of the County's Specific configuration.
- Provide one or more video training sessions for County staff for perpetual use.
- Provide System Administrators with access to online configuration documentation and pre-recorded trainings on most system components through the system Software's help manual.

 Provide technical documentation that includes, as a minimum, data dictionary, and the identification of all components/files/modules and their functional role in the application

On-going Production Maintenance and Support

The Contractor shall:

- Use single code base and include all enhancements in contractor's configuration management process to ensure that future updates are maintained properly and that the code is included as part of contractor test processes.
- Deploy all system upgrades following best practices that are currently used to deploy upgrades to existing production environment
- Communicate proactively and establish maintenance windows to minimize downtime and disruption of services consistent with Service Level Agreement.
- Provide for Arlington County, DHS sign-off a mutually agreed acceptance criteria for system upgrades that ensures and preserves operability of County system configuration.
- Provide software maintenance (i.e. system fixes and releases) and troubleshooting support to Arlington, DHS configured system including compliance with HUD mandated regulations. Any changes made by the Contractor to meet the configuration are to be identified to the County and will be covered under the general maintenance. These changes cannot be charged to the Custom Support Package.
- Ensure upward compatibility of Arlington, DHS configured system with new system and product upgrades.
- Provide product upgrades as they become available for general production release
- Provide support to all authorized users at no additional charge during Arlington County, DHS regular business hours. Support will be available via phone and email from 8 am- 8 pm EST Monday -Thursday and 8 am-6 pm on Friday.
- Provide full access to all licensed users to production environment twenty-four hours, seven days a week.
- Ensure no less than 99.9% up-time for all functions and products included in the system (e.g. EWC, same up-time, as Portals.). In the event that that Contractor falls below its Standard uptime of 99% during the course of the month (excluding scheduled downtime or maintenance which the County has been made aware of in writing prior to the event) the County will be eligible to receive a credit for a prorated portion of that month's fees up to 10% of the entire monthly cost of service for the customer (Ex. If the website is down for 2% of the month, then County will be reimbursed 2% of the monthly subscription fee). The County must exercise this option by submitting a format request in writing to the Contractor (Sales Operations Department) within 15 days of the close of the month. The letter must document the outage event and request a credit for the hours of non-service within the month.

- Ensure contractor's infrastructure, including WEB Hosting, and System Hosting, supports screen refresh rate and application response time to be:
 - o between 2 5 seconds for all environments
 - o on an average of 20 seconds for Complex and voluminous reports
- Provide access to test and training environments during Arlington County, DHS core business hours: 8:00 a.m. to 5:00 p.m. EST.
- Ensure all three environments are part of regular maintenance activities such as backup, restore and recovery.
- Ensure that all three environments are kept up to date with operating system and application upgrades.
- Refresh training (Sandbox) environment with a complete copy of production data and forms when requested or scheduled by Arlington County, DHS (to allow on-going staff training.)
- Restore test (Administrative) environment to previous data and forms based on Arlington County, DHS needs (e.g. during testing, in order to re-start from consistent set of data).

Additional Custom Support

The Contractor will provide the County with a Custom Support Package (120 hours/year) for a fixed fee of \$21,490 annually to be billed annually. Hours in Custom Support Package will be used as requested by County for technical assistance that is outside bug fixes or broken functionality of the County-configured system. Custom Support hours are not to be used to maintain compliance of HUD mandated changes. The level of effort for the task (s) at hand has to be mutually agreed by County and Contractor prior for the work to commence. Any unused hours for the yearly period should be fully reimbursed to County or roll over to the next yearly period.

Licenses

The contractor grants the County the use of a System that includes all products necessary to meet the system requirements stated in this Agreement. Included in the System are:

Full license to the following products:

- a) ETO Impact-Case management, reporting and services tracking system, designed for daily use by both frontline staff and management for recording and reporting information related to participants such as demographics, assessments, etc.
- b) ETO HMIS ETO HMIS is a set of ETO Impact templates that provides complete support for Continuum of Care (CoC), domestic violence, and many other programs. These data collection templates, reports and HUD export formats, can be quickly

and easily deployed, and are specifically designed for CoC, HMIS, domestic violence (including the QPR report for HPRP and HPRP-OV).

- Built in support to track the statistics required for the HMIS AHAR and APR reports
- II. Ability to quickly and easily import and export data in a variety of formats
- III. Quick, easy data aggregation
- IV. Unduplicated participant counts
- V. Data validation and data quality reporting
- VI. Tracking of all HPRP, HMIS, and HPRP-DV related efforts and outcomes

c) EWCSuite:

- I. Self-Service Portal -allows participants to check themselves in and out of services on location through a touch screen or computer by swiping a card.
- II. Self-Registration This module allows a participant to create their own record in ETO through an external website. They can add and update their demographic information and have the ability to register for classes according to the prerequisites they've acquired.
- III. Notification Engine The module allows staff to set notification reminders that generate ETO Dashboard and email notifications to staff and consumers based on specific event driven criteria related to appointments, assessments and tasks.

Productivity tools

The Contractor shall acquire licenses for the County for the following productivity tools with the System:

SAP Business Objects Crystal Reports Live Office Web Intelligence.

Enterprise Licensing

The licensing provided to the County includes:

An unlimited number of *sites* within the configured System. Sites are a means of organizing program information in the contractor's product, including by organizational entities, and may apply in other licensing arrangements by the Contractor; the functionality will exist within the system and there is no additional cost or licensing required by the County.

An unlimited number of API calls or transactions. Such calls/transaction involve interconnections from external systems or other products to the system and additional charges may apply in other licensing arrangements by the Contractor based on the execution of such calls; the execution of such call/transactions will not incur any additional charges to the County based on the number (type) of calls used or number of individual transactions performed.

License Counts

The Contractor shall grant enterprise licenses that include:

User licenses to provide system access to persons supporting programs on behalf of or funded by Arlington County DHS. The system includes 200 concurrent licenses for Arlington Customer Services and Case Management Solution (DHS), and 200 concurrent licenses for the Continuum of Care Homeless Management Information Solution (HMIS). For the avoidance of doubt "concurrent licenses" means multiple unique users may be logged in at one time. User licenses may not be shared among multiple individuals. Each user license shall only be assigned to one individual. [See Exhibit C, cost schedule for full breakout.)

Unlimited number of Public licenses to access Public and Contractor portal functionality; such use shall count only as one (1) of the contracted number of user licenses.

The County will take reasonable measures to ensure the access to the system does not exceed the license count at any time. Such use of the system is not a constraint on the number of user access accounts.

In any one-month period where the contractor detects excessive access to the system (over the license count of simultaneous use of the system by different end-user accounts for a sustained period or several such incidents over the monthly period), the contractor will issue a warning to the County for that calendar month and provide system data and a summary of that data to support the warning. If the County receives warning for three consecutive months or any four months in an annual period, the Contractor may require additional licenses or implement more stringent controls (concurrent use lockout based on license count number of end user accesses). This approach does not rule out the Contractor implementing such concurrent use restrictions as part of its business; it sets out the mutual expectations for license counts in this agreement.

System Metrics

Content Storage Content refers to document storage; it does not refer to the system database records or space	100 GB (additional GB may be purchased for \$360 per GB. Per year)
Authorized End Users	See Exhibit A and Exhibit C
SCOPE OF USE	Arlington County Department of Human Services (DHS) Programs and Initiatives which provide services or are funded by DHS (including employers in the workforce area and clients or potential clients/applicants in all areas)

The Contractor shall:

Provide unlimited database storage (excludes document storage)

Provide 100 GB per content storage to accommodate document storage

County, at its sole discretion, may purchase additional content storage as stated in the cost schedule (Exhibit C).

AGREEMENT NO 507-12

EXHIBIT C

PAYMENT SCHEDULE

CONTENTS			
Payment Schedule			
FUTURE/ADDITIONAL LICENSES PRICING			
ADDITIONAL SERVICES			
PAYMENT SCHEDULE			
Payment Schedule			
	Start of annual licenses/maintenance	Annual Amount	
Section C	May 1 st of each year	\$191,000.00	
Licenses:			
(200 concurrent user licenses for CSC-CM Solution and 200 concurrent user licenses for HMIS Solutions)			
Custom Support Package (10 hours/month	May 1 st of each year	\$21,490.00	

FUTURE/ADDITIONAL LICENSES PRICING

FUTURE /ADDITIONAL USER LICENSES

Pricing for future/additional licenses

The County may acquire additional licenses under the enterprise licensing model covered in this contract.

ADDITIONAL SERVICES

Additional work or services may be pursued under this agreement, by amendment, using the Contractor's current GSA rate schedule Specifically, sections: SINs 132-50, & 132-51.