West Virginia Purchasing Division

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The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Solicitation Response(SR)   **Dept:** 0506   **ID:** ESR11152100000002996   **Ver.:** 1   **Function:** New   **Phase:** Final ▼   **Modified by** batch , 11/16/2021

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List View

| General Information | Contact | Default Values | Discount | Document Information | Clarification Request |

Procurement Folder: 949919	**SO Doc Code:** CRFQ
Procurement Type: Central Master Agreement	**SO Dept:** 0506
Vendor ID: 000000196002 ⬆	**SO Doc ID:** MCH2200000002
Legal Name: SOCIAL SOLUTIONS GLOBAL INC	**Published Date:** 11/3/21
Alias/DBA:	**Close Date:** 11/16/21
Total Bid: $548,020.00	**Close Time:** 13:30
Response Date: 11/16/2021 📅	**Status:** Closed
Response Time: 12:35	**Solicitation Description:** WEB-BASED HOME VISITATION SYSTEM
Responded By User ID: SocialSolutions ⬆	**Total of Header Attachments:** 1
First Name: Kristin	**Total of All Attachments:** 1
Last Name: Hean	
Email: vendornotifications@soci	
Phone: 443-905-6443	

	Department of Administration	**State of West Virginia**
	Purchasing Division	**Solicitation Response**
	2019 Washington Street East	
	Post Office Box 50130	
	Charleston, WV 25305-0130	

Proc Folder:	949919
Solicitation Description:	WEB-BASED HOME VISITATION SYSTEM
Proc Type:	Central Master Agreement

Solicitation Closes	**Solicitation Response**	**Version**
2021-11-16 13:30	SR 0506 ESR11152100000002996	1

VENDOR
000000196002
SOCIAL SOLUTIONS GLOBAL INC

Solicitation Number: CRFQ 0506 MCH2200000002

Total Bid: 548020   **Response Date:** 2021-11-16   **Response Time:** 12:35:25

Comments: We are not offering additional discounts at this time

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X   **FEIN#**   **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Web Based Data Collections System				344387.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments: Web Based Data Collections System for 300 Standard Users and 5 Administrative Users:
Year 1: $170,387
Year 2: $182,314
Year 3: $195,076
Year 4: $208,732

Extended Description:

Section 2.1.1 - Web Based Data Collections System

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Training and Support month 1-6				50850.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments: This will be for first term of 12 months of the contract:
Basic Training: $0/included
Advanced Training Subscription for 5 Users: $6,250
Diamond Support Package Advanced Support Consultant (96 hours/year): $17,000
Managed Services (200 hours/year): $20,000

Extended Description:

Section 2.1.2 - Training and support months 1-6

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Training and Support Year 2				46278.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments: Basic Training: $0/included
Advanced Training Subscription for 5 Users: $6,688
Diamond Support Package Advanced Support Consultant (96 hours/year): $18,190
Managed Services Support Package (200 hours/year): $21,400

Extended Description:

Section 4.1.3 - Training and support Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Training and Support Year 3				49519.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments: Basic Training: $0/included
Advanced Training Subscription for 5 Users: $7,157
Diamond Support Package Advanced Support Consultant (96 hours/year): $19,464
Managed Services Support Package (200 hours/year): $22,898

Extended Description:

Section 4.1.4 - Training and support Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Training and Support Year 4				52986.00

Comm Code	Manufacturer	Specification	Model #
81161501			

Commodity Line Comments: Basic Training: $0/included
Advanced Training Subscription for 5 Users: $7,658
Diamond Support Package Advanced Support Consultant (96 hours/year): $20,827
Managed Services Support Package (200 hours/year): $24,501

Extended Description:

Section 4.1.5 - Training and support Year 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Annual Changes in data system	20.00000	HOUR	200.000000	4000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: 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.

Extended Description:

Section 4.1.2.3   Vendor must provide an hourly rate for annual changes needed as a result of federal reporting changes in the data system.

State of West Virginia
Web-based Home Visitation System

Kimberly Garrett

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Social Solutions

Table of Contents

Executive Summary

Social Solutions Global, Inc. (Social Solutions) is pleased to respond to the West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Maternal, Child and Family Health (OMCHF), West Virginia Home Visitation Program (WVHVP) request for proposal for a web-based home visitation system. Social Solutions is the leading provider of configurable off-the-shelf case and outcomes management software for nonprofit and government health and human services agencies. We believe that our experience working with home visitation programs makes us the ideal vendor to partner with WVHVP. We are excited about the opportunity to help WVHVP fulfill their mission to improve opportunity and care pathways for local children and families and align with the vision for an integrated early childhood system of care.

Social Solutions is eager to partner with WVHVP to meet and exceed your needs for a web-based home visitation system by providing the most advanced outcomes management solution available, Apricot 360. Apricot 360 is a business application designed specifically for the unique needs of health and human services agencies. Home visitation programs across the US use Apricot to meet compliance and report to the state; track client level data, referrals, and longitudinal outcomes, improve stakeholder engagement, and meet the needs for local data collection initiatives like quality enhancement, for example. In addition to home visitation programs, Apricot 360 is helping over 3,500 health and human service agencies to measure outcomes, improve program efficacy, and transform lives.

Apricot 360 is unique among our competitors in that it was designed for ease of use by care teams for care teams. Apricot comes with 'wizard' tools for all configuration, so you'll never need a developer to make changes. While Social Solutions will configure your software as part of your implementation; administrators can easily 'own' their system. WVHVP will have the capability to add custom fields, assessments, and rules, create configurable dashboards and even customize reports. This flexibility allows you to make changes as needed to meet the needs of organizational changes and adapt to emerging demands.

Apricot's structure and design allow it to be the solution of choice for thousands of clients. Apricot enables organizations to follow best practices to help address Social Determinants of Health. Apricot's robust reporting engine helps organizations be consistent in reporting; simplifies the data being collected; enables coordination with team members to ensure consistency of data; tracks and measures milestones; and helps staff reassess and re-evaluate based on internal reporting practices. Apricot is designed with evidence-based practices in mind. These practices have been proven to maximize service delivery. By utilizing Apricot as your single source of truth for data and client information, it's easy to accelerate lasting social change via better information. Plus, utilizing advanced technology helps organizations collect better data, analyze, and enable them to report on program performance, leading to increased funding.

Apricot 360 also makes data accessible anywhere with cloud-based housing that brings data and reporting to you when and where you need it. Apricot is mobile for both your field staff as well as for digital engagement with the families. Apricot is a safe and secure investment in support of WVHVP's long-term IT infrastructure. Apricot is hosted on Amazon Web Services, the most extensible cloud service on the market. In 20 years of experience, we have never had a data breach - your data will always be secure and comply with HIPAA and local privacy laws on the NIST and SOC 2 framework.

WVHVP will also benefit from our development cycles and focus on innovation. Over 20% of our revenue goes directly into innovation and *Apricot 360 includes all enhancements and new feature releases at no additional license cost*. Importantly, Apricot 360 comes with a pre-built environment of modules that we continue to add to. You will benefit from our experience in the space and never need to hire a developer to maintain your system.

Our clients rave about our services and support team. On the services side, you will be implemented by a team that has worked with multiple home visitation programs and knows the intricacies of using Apricot for the models. For support, Apricot comes with in-system chat support and a dedicated support plan. We have designed a team for support and managed services staffed by team members that have considerable experience with compliance, Maternal Infant Early Childhood Home Visiting, and like-models. In fact, our client Southeast Kansas Community Action - SEK-KAP a 501 (c) (3) private, non-profit organization utilizes our dedicated support plan to help their organization thrive. SEK-KAP serves twelve southeast Kansas counties. The organizational mission is to unite staff, individuals, families, and community partners to provide quality, comprehensive services through compassionate, respectful relationships. Programs include Head Start, Early Head Start, Housing and Home Weatherization, Family and Community Services, Emergency Shelter, and General Public Transportation.

Social Solutions has vast experience and subject matter expertise building and designing early childhood systems of care including 15, multi-model, statewide home visiting initiatives. Social Solutions also partners with nonprofit organizations that are affiliated with the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program, by providing comprehensive technology solutions that support family-focused outcomes and empower comprehensive program management and data collection for all home visiting models. Our solution Apricot360 allows you to refer families between programs, services, and community- based organizations that can address social needs and barriers to resiliency. Apricot 360 will help you to take an evidence-based approach to manage data with proven tools like ACEs, PHQ-9, Edinburgh, Ages and Stages scoring, etc. Apricot is designed to support multiple early childhood models (PAT, NFP, HFA, EHS, Right from the Start, and MIHOW.) in a single system of record, to report on program efficacy, state-level indicators, and federal benchmarks. For example, we have served Head Start agencies across the nation for the past several years. We have partnered with Northern Virginia Family Services, a Head Start agency in Arlington, VA that serves more than 1,700 families and children through Healthy Families, Early Head Start, and Head Start programs annually, since 2012.

We believe that our experience and commitment working with home visitation and early childhood programs across the country along with our ability to enhance your local community response through innovative technology make us the best partner to fulfill WVHVP's mission. Social Solutions is eager to partner to help you drive efficiencies, prove your impact, transform your agency and improve the lives of West Virginia families that need it most.

With Apricot 360, WVHVP can expect to:

- Maintain compliance and data collection standards for all Home Visiting Models (PAT, NFP, HFA, EHS, Right from the Start, and MIHOW)

- Track and manage core level data (client and family level)

- Improve upon your model and workflow with closed loop referrals and resource directory management

- Increase family engagement and access with mobile-based client tools (client portal, webforms, texting, email)

Benefits for WVHVP:

- Accurately Track Services: Track demographics, service delivery, and progress toward family outcomes

- Improve Communication: Increase efficiency by sharing information across staff, programs and partners as appropriate

- Access Real Time Data: Give staff access to real-time data so they can adjust their approach as needed with individual participants

- Manage Program Fidelity: Maintain fidelity to program models by using real-time data to ensure that services are delivered as designed

- Report and Analyze data for Continuous Quality Improvement: Aggregate data and assess the effectiveness of your staff, programs, partners, and your organization as a whole

- Compliance: Meet multi-funder reporting obligations with dynamic reporting capabilities

- Out of the Box Use: Reduce implementation cost and risk by starting with Social Solutions' pre-configured models and proven professional services implementation methodology

- Ease of Use and Configurability

3. Qualifications - **Vendor must have a minimum of two (2) years of experience working with Maternal, Infant, Early Childhood Home Visiting related web-based data systems.**

Social Solutions has over 20 years of vast experience and subject matter expertise building and designing early childhood systems of care including 15, multi-model, statewide home visiting initiatives. Social Solutions also partners with nonprofit organizations that are affiliated with the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) Program, by providing comprehensive technology solutions that support family-focused outcomes and empower comprehensive program management and data collection for all home visiting models.

3.1.1 Vendor must have a minimum of two (2) years of experience with design and implementation of Parents as Teachers, Healthy Families America, Early Head Start and Right From the Start form and processes. Vendor should provide documentation or experience with the initial quotation. Documentation to demonstrate experience must be provided upon request.

Apricot by Social Solutions is a commercial-off-the-shelf solution designed to support multiple early childhood models (PAT, NFP, HFA, EHS, Right from the Start, and MIHOW.). Apricot is a single system of record, used to report on program efficacy, state-level indicators, and federal benchmarks. The system provides a configurable toolset which has been purpose-developed in partnership with our clients over the past 20+ years. With a large contingency of our client base operating in the health and human services industry, and within the home-visiting space, not only is Apricot a robust solution for WVHVP, but Social Solutions is an experienced partner in this domain.

Two examples of experience with design and implementation of home visiting programs are below.

First 5 Riverside County ("First 5") is a multi-service child advocacy organization that invests in programs and partnerships that promote, support, and enhance the safety, health and early development of young children, families and communities in Riverside County, California. First 5 purchased Apricot in early 2020. This was a custom guided (hybrid) implementation where the client and Social Solutions shared in the configuration of the system.

This implementation began with training for the staff. Thereafter a Social Solutions consultant helped key personnel take a deeper dive into the aspects of the functionality that were most important to the project. With a 12-week implementation, staff work with Social Solutions to plan, train, and do an overall discovery for their programs.

Program models implemented included:

- Healthy Families America (HFA)
- Home Instruction for Parents of Preschool Youngsters (HIPPY)
- Nurse Family Partnership (NFP)
- Nurturing Parenting
- ParentChild Plus (PC+)
- Parents as Teachers (PAT)
- SafeCare

A Case Study for First 5 Riverside has been included as Attachment F.

Arizona Department of Health Services (AZ DHS) purchased our solution for High-Risk Perinatal Program (HRPP), Healthy Start, and DCS Healthy Families in 2018.

The HRPP Hospitals Program has 30 site locations. Social Solutions worked with AZ DHS to provide new security profiles to make forms available/viewable to the various staff roles across the HRPP Program. This solution required the use of ICD-10 codes in some forms. The HRPP also had reporting needs for 10 site locations.

The Healthy Start Program had 14 program locations. This implementation included forms buildout with an allotment of report writing assistance too. The Healthy Start Program had data migration from four outside systems (MS Access, Health Start Oracle, Survey Monkey, and Qualtrics – Healthy @ Home 2017). The data migration had 1200 fields to be migrated and nearly 15,000 client records.

The DCS Healthy Families Program has 45 program locations. This program had a mix of funding at the participant level shared with the FTF Healthy Families Program. This implementation included 10 new forms and 7 existing forms that needed to be modified. This implementation included an allotment of hours for report writing and consultation. DCS Healthy Families had data migration from 1 outside system (Lecroy and Milligan). The data migration included 1500 fields to be migrated for roughly 12,000 family records. The Customer required a one-time data migration. This data migration mapped to 45 touchpoints created in the software for the DCS Healthy Families Program.

The FTF Healthy Families Program has 45 program locations. This program had a mix of funding at the participant level shared with the DCS Healthy Families Program. This implementation included 3 new forms and 7 forms that needed to be modified. This implementation included an allotment of hours of reporting writing and consultation for the Quarterly Report, Annual Report, and Demographics Report.

While AZ DHS has an internal support team, this client utilizes a Custom Support Package with a dedicated Social Solutions Advanced Support Consultant (ASC) and Managed Services. This SSG ASC/MS enables AZ DHS to have a dedicated SSG team member to assist with items like reviewing goals and deliverables; scope, create and update reports; configuration enhancements to forms and other features; manages user privileges; test system performance; and perform an annual health check.

Information about our work for AZ DHS has been included as Attachment F.

4.1.1 Web Based Data Collection System

4.1.1.1 Vendor must maintain use of the existing WVHVP federally approved benchmarks and constructs to ensure required federal reporting requirements are current based upon federal guidance for 300 users. (Benchmarks attached)

Social Solutions has over 20 years of experience serving hundreds of statewide initiatives with an innovative database system for home visiting services. Apricot 360 can meet model fidelity, federal benchmarks, continuous quality initiatives (CQI), and take a data driven approach to helping families. We are the only performance management software provider to have experience implementing each of the evidenced-based programs. Recent new and expansion projects have found value in the ways that Apricot 360 supports managing multiple models and supporting programs (perinatal, family to family, children services) in a single system and leveraged our mobile tools for client, staff, and referrals to help create efficiencies where bottlenecks exist today.

4.1.1.2 Web Based Data Collection System must track and allow users to access the number of families and children served.

Apricot' 360's robust profile and household functionality allows for the creation of and tracking of families, children, caretakers, and more. Apricot 360 will help WVHVP track and manage the number of families and children being served at a quick glance. Apricot 360 offers the ability to quickly see children and families served via dashboard reports. In addition, through our site and program level access, you can narrow down these numbers based on site or program to take an even deeper-dive into the metrics of those you serve.

4.1.1.3 Web Based Home Data Collection System must allow home visiting agencies the ability to access data and information from home visiting agencies.

Apricot will enable home visiting agencies to access data and information from other agencies. WVHVP will have the ability to configure data sharing at the form and field level. Staff can access Apricot from mobile devices or desktop computer as needed to support data collection at the site or during home visits.

4.1.1.4 Web Based Home Data Collection System must include a process for the program staff to run electronic reports at both the State and local level.

Apricot 360 comes with a robust reporting engine to help you track change over time, meet funder compliance with Benchmark reports, and manage providers or contractor performance. You have the option to build reports as an administrative report or deploy them as a customizable dashboard to empower staff with the most up to date data at their fingertips. Administrators also have the ability to create visually appealing bulletins that feature color, different fonts, font sizes, links and more. Apricot 360's easy to use drag and drop reporting gives staff a look into their programs and outcomes with a clean, modern interface and dynamic data representation. Reporting is completely configurable. Additionally, your reporting staff will be able to easily map clients, sites, or services to through our built-in heat mapping tool.

4.1.1.5 Web Based Home Data Collection System must contain home visiting logistics; including how long it takes to conduct a home visit; how many miles the employee travels and how many average home visits per week are completed.

Apricot 360 can support home visitors in making their day-to-day easier. Apricot 360 can allow staff to record time spent on clients and other timed activities in the system to the second. Apricot 360 can track mileage between visits and total mileage as well as create logistics maps for staff to take the fastest route to their visits. All the services listed above can be tracked in Apricot to support a results-based accountability model.

4.1.1.6 Web Based Home Data Collection System must document demographic data for the participant child(ren) and families receiving home visiting services.

Apricot 360's flexible profiles and appending form collection will allow you to track any demographics and related data points for any type of profile. Client / family data is completely customizable and can be linked to family profiles and identifiers and include completely customized questions and response choices or types. Likewise, contract or aggregate data collection for internal programs like diaper or food give away can be tracked and managed in the system, with customized data points, and easily reported on.

4.1.1.7 Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for the dates and scores of ASQ-3s (Ages and Stages Questionnaire 3) and ASQ-SE2 (Ages and Stages Questionnaire, Social Emotional) administered with families.

Apricot 360 includes the ASQ assessment tool scoring for tracking scores while administering with families. Hundreds of evidence-based tools come out of the box and are accessible through our template library like ASQ. Apricot can easily store, track/report capacity for the dates and scores for questionnaires administered with families.

Screening: ASQ-3

	# Screened	% Showing Development Delay	% Referred
02 months	7	14.29%	57.14%
04 months	3	0.00%	66.67%
06 months	1	0.00%	100.00%

Screening: ASQ:SE

	# Screened	% Showing Development Delay	% Referred
06 months	9	0.00%	66.67%

4.1.1.8 Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for data on domestic violence screening, including referrals and completion of referrals.

Apricot 360 allows for electronic storage and tracking/reporting capacity for data on domestic violence screening, including referrals and completion of referrals. In addition to referring violence survivors out, Apricot has the ability to do Network Referrals, so referral agencies can close the loop on referrals, without logging into the system.

4.1.1.9 Web Based Home Data Collection System must allow local agencies to scan and maintain an electronic file for Memorandum of Understandings (MOUs) between contracted Home Visiting agency and other community providers.

Apricot 360 provides the ability to upload scanned documents and electronic files such as MOUs between Home Visiting agencies and other community providers. Apricot offers the ability to attach electronic files (PDF, jpeg, etc.) so that staff can refer to and utilize scanned documents as needed.

4.1.1.10 Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for data on collaborative meetings among community partners (dates, agencies attending, title or brief description of meeting).

Apricot 360 allows for electronic storage and tracking/reporting capacity for data on collaborative meetings among community partners (dates, agencies attending, title or brief description of meeting). During implementation, you will configure your Apricot system to track/collect/report on various data elements. These data elements can include dates, agencies, title or brief description of the meeting.

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4.1.1.11 Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity documentation of supervisory sessions between supervisors and home visitors, including record of issues identified.

Apricot 360 allows for electronic storage and tracking/reporting capacity documentation of supervisory sessions between supervisors and home visitors, including record of issues identified. It is easy to track, measure and manage staff within the Apricot system. For an in-depth overview, we invite WVHVP to review these capabilities via a live demonstration.

4.1.1.12 Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for date of first prenatal care visit received and allow electronic storage and tracking/reporting capacity for of prenatal care visits.

Apricot 360 allows for electronic storage and tracking/reporting for date of first prenatal care visit and capacity for prenatal care visits. Apricot can be used to track and report on initial and subsequent items within the system. These initial and subsequent items could include a multitude of different options, such as prenatal care visits, smoking cessation goals, breastfeeding duration, infant metrics, and more.

Participant Name	Service Level	Enrollment Date	Termination Date	HV Expected	# Days Served		#Days in Month	Adj. HV Expected	HV Completed	% Completed
FSW: Fake, Wendy (# participants = 4)										
Fake, Bianca	Level X	3/8/11		0	x 24	/	31	--	--	--
Fake, Fannie	Level 2	3/13/11		2	x 19	/	31	1.23	1	81.58%
Fake, Glanna	Level X	3/8/11		0	x 24	/	31	--	--	--
Fake, Jade	Level 1 - Prenatal	3/16/11		2	x 16	/	31	1.03	1	96.88%
					Total 4 participants			2.26	2	88.57%

Caseworker: Smith, Jamie

Family Name	Planned Visit Frequency	Home Visits Completed	Visits Remaining
Fake, Abigail	Monthly	1	0
Fake, Aiden	Bi-weekly	4	0
Fake, Alexandra	Bi-weekly	3	0
Fake, Alina	Weekly	2	2
Fake, Amara	Weekly	4	0
Fake, Anna	Bi-weekly	2	0
Fake, Ava	Weekly	5	0
Fake, Bria	Bi-weekly	2	0
Fake, Cael	Weekly	4	0
Fake, Carter	Monthly	1	0

4.1.1.13 Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for whether mother would like to access birth control at 8 weeks postpartum, and if she is able to access her method of choice.

Apricot 360 allows for electronic storage and tracking/reporting capacity for whether mother would like to access birth control at 8 weeks postpartum, and if she is able to access her method of choice. It is easy to collect information regarding a mother's access to birth control at 8 weeks postpartum and if she can access her method of choice. This can be done in system, or via a survey sent out to the mother via direct message.

4.1.1.14 Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for subsequent pregnancies within 18 months of the birth of the enrolled child.

Apricot 360 allows for electronic storage and tracking/reporting capacity for subsequent pregnancies within 18 months of the birth of the enrolled child. Apricot offers several options to track and report on subsequent pregnancies within 18 months of the birth of the enrolled child. Home visitors can track this information within the system during visits or even send out a direct message survey with this question. The flexibility of Apricot will allow Home Visitors to record the most accurate information to be track, measure, and manage to overall outcomes.

4.1.1.15 Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for date and outcome of the Edinburg Depression Screening, referral if necessary, and whether care was received.

Apricot 360 allows for electronic storage and tracking/reporting for date and outcome of the Edinburg Depression Screening, referral if necessary, and whether care was received. Apricot comes with a pre-built library of best practice tools and templates including the Edinburg assessment so that you can leverage the best-in-class evidence-based tools. Referrals can be made from the system and referral partners can be entered into the system for an easy-to-use and easy-to-find referral directory.

4.1.1.16 Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for breastfeeding information, and continuation of breastfeeding through first four weeks after delivery.

Apricot 360 allows for electronic storage and tracking/reporting capacity for breastfeeding information, and continuation of breastfeeding through first four weeks after delivery. In addition to staff entering information during contact with families, use text messages, emails and the client portal (Connect), to encourage moms to breastfeed through the first four weeks after delivery. Via the Connect client portal, moms can even raise their hand for help. Or send out inspirational stories, helpful tips, and encouraging words via direct messages to new moms.

4.1.1.17 Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for health insurance status and provider at enrollment.

Apricot 360 allows for electronic storage and tracking/reporting capacity for health insurance status and provider at enrollment. During enrollment, staff will be able to choose both health insurance status and provider. This information can then be tracked within Apricot and/or reported on at an individual or aggregate level.

4.1.1.18 Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for monthly client report of Emergency Department (ED) visits for children enrolled in the program.

Apricot 360 allows for electronic storage and tracking/reporting capacity for monthly client report of Emergency Department (ED) visits for children enrolled in the program. It is easy to view and report on a monthly basis any ED visits for children enrolled in the program. Apricot even has the ability to send reports out via an email trigger or have your Managed Services support team run reports and get them to the appropriate stakeholders. The possibilities are endless.

4.1.1.19 Web Based Home Data Collection System must allow electronic storage and tracking/reporting capacity for smoking information on client based upon Client Profile form completed on each enrolled member.

Apricot 360 allows for electronic storage and tracking/reporting capacity for smoking information on client based upon Client Profile form completed on each enrolled member. Apricot can easily track cessation efforts, goals, and change over time so staff can work with families to achieve goals around tobacco cessation.

4.1.1.20 Web Based Home Data Collection System must provide the following levels of access I) WVHVP State Office- Full access to all local sites, 2) Home Visitation Supervisors- Access to their site.

Apricot makes the configuration of permissions simple and replicable with our role-based permission sets. This unique functionality allows for easy ongoing maintenance and security when managing user access. When access is also being limited to a particular site and program, data entry becomes streamlined – eliminating the painful process of hunting and pecking for the right information.
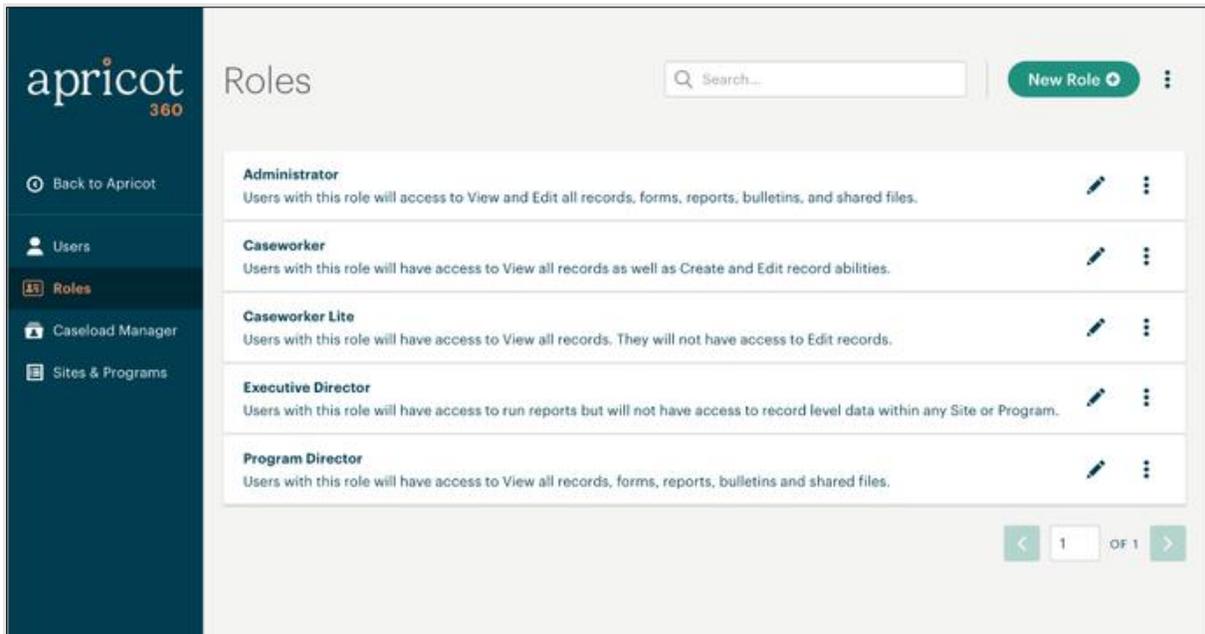
4.1.1.21 Upon award the vendor's Project Manager must, at a minimum, provide a template for a Project Plan, which includes tasks, milestones and timelines, a Risk/Issue Log, and a weekly status report that will be used throughout implementation.

During implementation, the Social Solutions Project Manager will provide a project status report each week that includes summaries on: What we've accomplished, What's blocked, and Next steps in the form of upcoming action items (1-4 weeks) grouped by assigned party. The purpose of these project status reports is to maintain project transparency and support project accountability so that all parties know their roles in the immediate timeline. Please see the SOW, Attachment A, for more information.

4.1.1.22 Vendor must host system hardware, software, and all data.

Social Solutions hosts our solutions through Amazon Web Services (AWS). Each of our servers is individually governed by a system that is designed to prevent unexpected Internet data from being processed by our server software. Intrusion Detection Systems, virus scanning, automated system checks, remote logging, and other measures guard against unauthorized access. AWS implements electronic surveillance and multi-factor access control systems to secure its data centers. Data centers are staffed 24x7 by trained security guards, and access must be strictly authorized. The AWS database utilizes object-based storage in the form of backups to S3 in encrypted folders.

4.1.1.23 Vendor shall provide within the system: a) Systems User Manuals b) System Administrator Manuals

Support after training is integrated directly into the software through our interactive help manual and real-time chat support. Administrators can also access our support portal directly from the software to view key product release dates and information, view and enter cases, ask questions, and submit ideas to our product development team.

4.1.1.24 The application data although hosted will be the property of the State of West Virginia, and the WVHP.

WVHP will own your own data. There is a Data Archives feature that will allow WVHP to export your data at any time as well as we can provide a nightly SQL backup of your data for an additional fee.

4.1.1.25 Should the vendor cease to be able to provide hosting services, the vendor shall transfer all data to a location of the State's choosing and provide disc copies. The vendor shall transfer the database and all data collected from WVHVP. Upon mutual agreement the Vendor will provide a hard copy or backup at a mutually agreed time interval.

Social Solutions agrees to this provision.

4.1.1.26 Vendor shall be responsible for the following:

- **4.1.1.26.1 Vendor shall not use or disclose protected health information other than as permitted by the Agency or as required by law per The US Department of Health and Human Resources HIPAA site, http://www.hhs.gov/hipaa/index.html;**

   Social Solutions takes comprehensive measures to ensure that client data is kept safe and confidential. We will not disclose protected health information and our software meets current required HIPAA standards.

- **4.1.1.26.2 Vendor must provide agency with a Security, Privacy, and Confidentiality Plan within thirty (30) calendar days.**

   Social Solutions has extensive Security, Privacy, and Confidentiality Plans that can be shared with WVHVP. A Non-disclosure agreement will need to be executed prior to releasing these documents to WVHVP.

- **4.1.1.26.3 Vendor must provide a Business Continuity Plan within thirty (30) days of contract execution; The Business Continuity Plan should include how data is restored, what backup measures are in place in case normal business operations cannot continue due to power outages/catastrophe, where the data is stored in such emergencies, how data is safeguarded in normal and emergency situations.**

   Social Solutions has an active Business Continuity Plan which can be shared with WVHVP. The plan includes how data is restored, what backup measures are in place in case normal business operations cannot continue due to power outages/catastrophe, where the data is stored in such emergencies, how data is safeguarded in normal and emergency situations. A Non-disclosure agreement will need to be executed prior to releasing our Business Continuity Plan to WVHVP.

4.1.1.27 Upon termination of the contract, WVHVP will own all data collected and stored within the web based data system. This will include historical data to ensure the program can meet all federal reporting requirements. The Vendor will turn data over to WVHVP or a third party designated by WVHVP.

WVHVP can access your data and download the same for free at any time during the term of the contract. At termination or expiration, you can elect to have Social Solutions provide an SQL backup for an additional fee.

4.1.2 Training and Support

4.1.2.1 Vendor must provide online training technical assistance on the West Virginia Home Visitation Program (WVHVP) web-based data collection system to WVHVP program staff.

Social Solutions' offers many options for training and will work closely with WVHVP to develop a training plan that best suits your needs. We offer custom training sessions and targeted learning tools to meet the specific needs of each user role. Social Solutions can deliver tailored virtual, interactive trainings for end users that will include hands-on activities in Apricot. Each training session focuses on one program to ensure training content is relevant to the end user's day-to-day responsibilities. Social Solutions' trainers will work closely with WVHVP staff to customize training materials to ensure each class feels like a personalized training, and not a third-party training.

Social Solutions will deliver tailored virtual, interactive trainings for end users that will include hands-on activities in Apricot. We are recommending train-the-trainer services which includes delivery of a complete curriculum and training tools. We are also recommending custom end user training for end users. Finally, WVHVP staff will have access to a substantial library of self-paced curriculum, documentation, and related helpful training tools through our interactive help manual and real-time chat support.

We have also included Advanced Training Subscriptions which are purchased annually. Each subscription includes beginner, intermediate and advanced training courses. Topics are related to all functions and features available within Apricot. These live, instructor-led courses include a comprehensive Administrator Boot Camps and three levels of Virtual Interactive Labs for quick and interactive training. All classes include hands-on activities, access to a training site with fake data, and an accompanying workbook.

4.1.2.2 Vendor will provide live, toll-free support (Monday through Friday from 9:00 am to 5:00 pm EST) to all West Virginia Home Visitation Program web-based data collection system users throughout the life of the contract.

All customers receive varying levels of online chat and email support from our Customer Support team, located in Austin, Texas. Customer Support is available to help Monday-Friday from 7:00am to 7:00pm US Central Time. After hours support is available for critical cases Monday-Friday from 7:00pm to 7:00am.

Apricot 360 clients are provided with Basic Support which includes the following elements:

- 60 email/chat support cases per year
- Unlimited access to Knowledge Base articles
- Unlimited access to Social Solutions Training Academy

We are recommending the Diamond Support Package for WVHVP which includes a dedicated Advanced Support Consultant, and 96 hours per year/8 hours per month of scheduled one-on-one time. Your Advanced Support Consultant (ASC) is a dedicated, subject-matter expert who partners with you. It is reactive consultation and provides one-on-one help. Your ASC will prioritize services that align to your objectives and needs. Consider the menu of services that include configuration services, reporting development, and utilization of best practices.

Examples of ASC Services include the following:

- Check-in Calls with your ASC to review goals or open cases
- Configuration enhancements to forms and features
- Create and update reports
- Maintain an end user manual as processes and workflows are updated
- Data validation checks and review with end users
- End User webinars to review system updates and discuss new needs
- Data import services
- Document configuration changes in the system
- Identify duplicate clients in the system to be merged quarterly
- Annual audit to identify areas for improvement

Customization of packages is available as needed. Hours rollover monthly and quarterly, but not annually.

We are also recommending Managed Services | System Admin Package for WVHVP for up to 200 hours per year. This support program provides a single point of contact who is a subject matter expert and works as if they are a member of your organization's team. Your dedicated expert provides proactive maintenance and administration which means you never need to log onto the platform so that you have more time to further the organization's purpose. Your MS will run your reports, deliver them, trouble shoot, resolve user issues, and ensure that the platform is leveraged to best meet your objectives.

Examples of Managed Services include the following:

- Check-Ins: scheduled, regular check-ins; ad-hoc troubleshooting calls and email triage
- User Maintenance: add, delete, change users. Manage user privileges in accordance with your compliance requirements
- Run Reports: run your pre-existing reports and Smart Documents in accordance with your timing requirements
- Monitor Performance: periodically test system performance. Monitor execution and recommend improvements
- Run Audits of Reports: run audit for agreed upon data health checks. Run other reports as necessary to ensure compliance with system usage
- Annual Health Check: perform annual health check. Provide recommendations via project plan

4.1.2.3 Vendor must provide an hourly rate for annual changes needed as a result of federal reporting changes. An estimate of how many hours will be needed to complete the changes must be submitted prior to beginning the changes in the data system.

Social Solutions offers Managed Services and Advanced Support Consultant Packages which include a dedicated support representative that will work with your team to ensure compliance. Our team will work with your local team to keep informed and to make updates as needed. Our team can proactively attend monthly vendor calls, sign up for listservs and react accordingly.

Any additional Professional Services projects not previously negotiated in the implementation will be billed via an hourly rate for service. Maintenance and customization will be entirely subjective as you will have the capability to manage those elements independently, though our professional services team can take on those projects in same manner as described previously.

Attachment A
Scope of Work

Social Solutions

Attachment A: Scope of Work

Customer: State of West Virginia Health and Human Resources
Project Type: Apricot 360 Implementation for MIECHV

1. OVERVIEW AND GOALS

We are pleased to provide you with a services engagement agreement for your Apricot software. This is an interactive project where we provide guidance and best practices to you as we partner together to configure your software based on State, Federal, and evidence-based practice requirements for MIECHV service delivery and reporting.

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

Social Solutions will lead a comprehensive configuration and deployment project to ensure successful adoption and transition to steady state of the Apricot 360 platform. The proposed project will meet your priorities for transition to a new web-based data collection platform as a foundation for multi-provider service delivery, outcomes reporting, and compliance management.

The goals of the project are to:

1. Support a project planning and preparation phase to activate resources, align expectations, and develop a concrete timeline based on the work breakdown structure in the project scope
2. Lead an intensive discovery and specifications process to define key assumptions that will influence the design of Apricot 360, specifically customization of forms, workflows, and reporting products
3. Configure Apricot to align with the multi-program architecture of data elements, workflow protocols, reporting requirements, and user access (permissions) requirements
4. Facilitate user testing that ensures the configured platform matches the requirements from the blueprint and practical use cases for end users and administrators
5. Support all stakeholders, end users, and administrators with change management and system adoption, including support for your internal system administrators to build capacity in Apricot system configuration, data quality management, and report design and development

6. Organize and project manage resources for deployment (go-live), including scheduling recommended training, drafting user guides and documentation, and offering technical assistance to new system administrators
7. Support data migration using Apricot's native data loading toolkits prior to user deployment and onboarding; provide consulting to support accurate migration

Narrative of Approach

Our methodology is high touch, with support from initial project planning to solution deployment and user onboarding. We maintain clear points of contact so you can develop a strong relationship with our implementation project team.

The project will have six phases following the Software Development Lifecycle (SDLC) using a waterfall project management approach:

1. Planning
2. Requirements discovery
3. Solution design and specifications
4. Configuration
5. Testing
6. Training, deployment, and technical assistance

Our project management methodology supports communication between teams, manages the work plan in collaboration with your team, and identifies action items for all parties to ensure all involved are clear on what's due, when it's due, and who's responsible. Logistically we follow an "action items" project management strategy. This strategy buckets action items into two categories: your action items and our action items. While we do our best to follow a precise work plan for technology deployment, unknowns are a reality of any project. Managing project flow with action items supports flexibility within key milestones and major work phases. We've found success communicating and collaborating with client teams by summarizing action items at the following intervals:

- After each meeting
- Weekly (or bi-weekly if relevant) in a project status update
- At the start of each new phase AND during any mid-phase project reviews
- Upon request by you or your team

Project reviews also include monthly stakeholder meetings that bring together executive sponsors and leaders to ensure alignment between the teams.

Weekly status updates inform all stakeholders of the mechanics of the project in a narrative summary. This status update can be shared with executive sponsors and stakeholders that aren't working in the project day to day. Status updates include:

- Summary since last update including an indicator of On Track, At Risk, or Off Track
- What we've accomplished
- What's blocked
- Next steps in bullet points based on upcoming action items assigned party

Additionally, the implementation project team maintains a set of project artifacts to document progress and logs, including but not limited to:
- Backlog of design topics
- Risk/Issue Log
- Diagram workbook
- Solution blueprint
- Submitted materials inventory
- Meeting log
- UAT and post-UAT (TA) change log

The work breakdown structure, timelines, and project tasks are managed by our implementation project team (more on roles below) in our Asana project management system. A Gantt chart timeline is provided to you as view only. All services in this scope of work will be combined into a project plan, including a project timeline, which we will define in collaboration with you during the Planning phase of the project.

The implementation project team for Apricot 360 will include the following roles:
- Project Manager
- Senior Solution Consultant/Architect
- Assistance Solutions Consultant/Architect
- Specialists:
  - Report designer and developer
  - Data migration and ETL specialist

Phase 1 - Planning

The project will start with a planning phase to organize materials, activate resources, and ensure clear understanding of roles by all parties.

- Identify your team's project stakeholders and review their roles and responsibilities. Specifically, we work with you to identify your "Solution Owner," also known as your Apricot System Administrator and your "Project Manager," who may be the same person as the Solution Owner. Identification of these roles upfront is a key to project success. Additionally, you will need to assign Program leads to the project as liaisons between program staff and the project team.

- Draft a stakeholder management and communication plan to confirm who needs to be involved when and build consensus around involvement of all stakeholders in the work plan.
- Clarify and confirm a milestone-based work plan. We use a milestone-based work plan because it allows both teams to evolve the focus of the work within each phase to accommodate changing assumptions, while maintaining discipline to the overall project plan. This work plan is defined at the start of the project and is only adjusted if a milestone is at risk or overdue.
- Define project risks and plan to address if those contingencies surface during the project timeline.
- Send communications that prompt resource activation and set expectations, roles, and responsibilities.

Goal:
- To solidify a plan and approach to the deliverables that aligns with workload capacity and organizational goals for deployment

Phase 2 - Requirements discovery

Following project planning, we will begin exploring the requirements of your Apricot solution. The requirements discovery phase is driven by materials collection and review along with stakeholder meetings.

We begin with a combination of discovery techniques to gather requirements for the programs and services that will use Apricot. We may use any one or a combination of these strategies to gain clarity on how your organization operates, which will ultimately inform potential designs for your Apricot platform.

- Discovery brief - Summarize high-level requirements for user roles, business processes those user roles rely upon (or are responsible for), and reporting products that are important to those user roles
  - Specific emphasis will be placed on the evidence-based practices in the program models and ensuring that events like visits, screenings, and updates/reviews, among other events are sequenced properly in Apricot 360.
- Document collection and review - Explore how you collect information now as a benchmark for compliance standards and what your users are most familiar with; this includes reviewing your existing Legacy systems
  - Specific emphasis will be placed on consolidation of standard forms and common templates from the Apricot 360 library as well as any custom data elements required to support your measures framework.
- User experience workflow mapping - Diagram or write narratives that detail user experience and processes to visualize the logic and decisions in your day-to-day operations

- Report requirements inventory - Define the data entities/objects and fields required for compliance or for new goals related to program performance management and outcomes
  - Specific emphasis will be placed on mapping your measures as validation for solution configuration and reporting design and development.
- Best practices review - Gather templates and design concepts from previous Apricot builds that share use cases with your programs; this helps shape the foundational designs
  - Specific emphasis will be placed on inclusion of Apricot 360 templates for MIECHV programming including enrollment, service, assessment, and review/update data collection standards

Goal:

- To gain clarity on how your organization operates and to transfer institutional knowledge of your programs, services, and outcomes to the implementation project team

Phase 3 - Solution design and specification

Following requirements discovery, we develop a specification of your Apricot system with a technique called ERD (Entity-Relationship Diagram) and for those functionalities required in Apricot's workflow layer, we will produce separate user experience diagrams for the Apricot 360 platform. An example ERD is provided below. User experience concepts are produced as narratives or diagrams that describe and illustrate how users will interact with custom Apricot features.
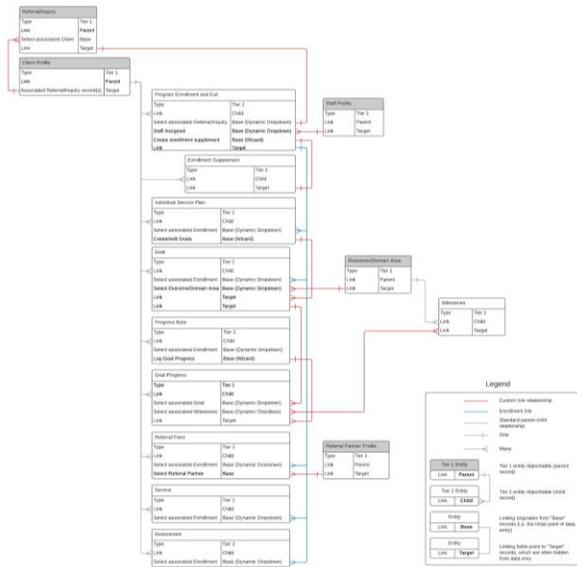
During this process, we will also develop a sites and programs specification blueprint for the permission hierarchy in your Apricot platform. This ensures that your Apricot can scale up and down as you add, remove, and modify sites and programs in the future. Sites, programs, and permissions also govern security rights for feature/functionality in Apricot 360 as well as Record Level Access (RLA), which need to be defined early in the Apricot 360 design process. This step is essential to design Apricot for multi-provider use with Site and Enterprise-level reporting roll up.

With the schematic as our guide, we are able to focus on field design, conditional workflow logic, user experience design, and specify the system's reporting and analytics capabilities relative to dashboard and report product requirements.

Goals:
- To define a future vision for your Apricot database that aligns with your programs' workflow and report requirements, and that sets priorities for implementation
- To clarify design assumptions and develop a form, link, and user access blueprint that reflects those assumptions

Phase 4 - Configuration

Design approval is required before proceeding to configuration.

Configuration is largely completed by the Solution Consultant and may include a range of configuration deliverables including form, conditional logic, workflow tools, queries, and user access settings. All components in the design specification will be developed in this phase including, form entry screens, workflows, initial report deliverables, and user access features. Data migration is not included in this phase. Your stakeholders will not have a primary role during this phase.

The configured site will be replicated in both a Production and Sandbox environment in preparation for testing in Phase 5.

Goals:
- To configure your Apricot platform
- To ensure the Apricot design produces a positive experience for users and administrators
- To develop Apricot for tracking and reporting on your organization's performance measures and grant reporting requirements

Phase 5 - Testing

Following configuration, we provide an opportunity for testing and requests for updates to the configuration. These testing sprints will give your team an opportunity to test and make changes to the design. We will provide your user groups testing plans for key use cases to conduct quality assurance reviews on the configured platform (called user acceptance testing or UAT). Your users are also given access to a ticketing system for logging tickets on change orders and questions. This system keeps everything in one place and is easy for everyone to follow.

Testing is essential prior to any planned data migrations. The project cannot proceed to data migration until testing is complete as no further changes can be made to the platform once data migration is underway.

Goals:
- To validate the Apricot configuration with a small-group testing and refine the platform based on user feedback
- To prepare the solution for data migration and deployment with end users and administrators

Data Migration
Data migration cannot begin until testing is complete because testing may require changes to the Apricot data model. Updates and refinement during testing must stop while the data migration is underway to ensure accurate transfer of historical data.

The data migration process includes the following steps:

- Preparation – Complete an inventory of the Apricot data model to identify forms and links; consume and organize source Legacy data to staging environment, prep expectations and prep your Apricot platform for the data migration
- Mapping – Develop a data migration blueprint/mapping document to translate Legacy data (source) into the Apricot import templates (both forms and links); start writing rules and scripts for transformations

- Staging/Review - Finalize scripts for Legacy transform into Apricot 360; map Legacy source data into Apricot sandbox instance to test and confirm assumptions for the migration; finalize staging with approval sign off for production run
- Production Import – Import formatted data files into Apricot based on data migration blueprint for both forms and links
- Review/Transition - Review and confirm data migration accuracy to the specifications outlined in the data migration blueprint

Phase 6 - Training, deployment, and technical assistance

We will complete go-live planning, set a go-live date, begin user development and onboarding, and start technical assistance and consulting as part of deployment and technical assistance. This phase puts Apricot into practice as a key piece of software in your organization's technology stack. Technical assistance services support the transition to steady state including ongoing maintenance, support for export and backups, and system updates over the lifecycle of the solution.

- Go-live planning and consulting on best practices
- Development of training timeline that integrates selected training products for end users and administrators
- Administrator guide development on data entry use cases (with screenshots)
- Administrator Q&A sessions in an office hours format, including solution walkthroughs and consulting on best practices
- Support for transitions between implementation and support teams for ongoing maintenance and solution success

Goals:
- To make a smooth transition to go-live with high-touch support for both project stakeholders and end users
- To support end users in learning Apricot with recorded training, user guides, and office hours sessions that are specific to your unique Apricot configuration
- To continue developing your Apricot post-go-live by tightening existing designs (based on real-time user feedback) and by adding net new functionality

2. PROJECT SCOPE AND DELIVERABLES

Based on the project approach, we will follow the scope of work and produce the deliverables as defined in the list below.

Planning
- Complete project kick-off sequence, including up to four (4) ninety (90) minute meetings

- Develop work breakdown structure for project through testing phase, separate work breakdown for go-live plan
- Confirm project work plan, key milestones, and project timeline
- Develop stakeholder management and communication plan
- Prompt resource activation and discovery materials gathering via formal outreach to relevant stakeholders

Requirements discovery
- Collect, review, and inventory all client submitted materials, including:
  - Project priorities list
  - Inventory of programs and funding sources
  - Data collection forms, trackers, and tools (data schema); relative to use cases described in discovery below
  - Legacy system data schema or sample instance; relative to data migration described below
  - Reporting templates; relative to the requirements described in discovery below
- Prompt client Apricot system administrators to register and begin guided training and exploration of the Help Center
- Schedule and facilitate up to twenty (20) two (2) hour discovery sessions to interview project stakeholders within the following domains:
  - **Programs:**
    - **Parents as Teachers**
    - **Healthy Families America**
    - **Early Head Start (home based option)**
    - **Right from the Start**
    - **MIHOW**
  - **Roles:**
    - **Sites/Programs review**
    - **WVHVP State Office (full access to all sites/providers)**
    - **Home Visitation Supervisors (access to only their own sites)**
    - **Home Visitors**
  - **Technical Reviews:**
    - **Legacy systems and data model review**
    - **Reporting measure mapping for Measures 1-19 and any supplemental measures**
- Manage a backlog system of open questions, feedback, and topics to resolve during discovery phase

Solution design and specification
- Draft spec documentation based on outcomes of discovery sessions and review of client submitted materials
  - Data model schematic (Entity Relationship Diagram, ERD)

- Reporting requirements blueprint of up to 100 data elements
- Site/program/permission (user role) blueprint
- User experience diagrams (UX) by role (as needed to illustrate or validate key design assumptions)
- System blueprint including design specifications for forms, fields, form logic, queries, and links
- Validate spec documentation and system blueprint using the following methods:
  - Reporting requirements blueprint
  - Peer review
- Provide design assumptions in summary form for client review and sign off

Configuration
- Complete pre-build sequence to prepare production site for configuration
- Configure solution based on the following specifications:
  - Up to 45 forms (70 fields each, and up to 10 form logic conditions) for data entry and workflow
    - One form is equivalent to one data entry record in Apricot. Forms generally correlate to existing data collection forms (if paper or some other data management system) in a 1-to-1 format. One paper form will generally translate into one Apricot form.
    - Forms may be configured with more than 70 fields on a case-by-case basis and in such cases, the form count reflects the total field count (e.g. a 140 field form would count as 2 forms in this scope of work).
    - Example List by Domain/Category and Measure mapping:
      - **Participant Profile (Measure 9)**
        - **Program Enrollment**
        - **Family Demographic Form (Measure 15,16)**
        - **Tobacco Cessation Screening and Referral (Measure 6)**
        - **Prenatal Visit Form (Measure 6)**
        - **Child Birth Information (Measure 1)**
        - **Postnatal Home Visit form (Measure 2,4,5,7,8,11)**
        - **Home Visit Log (Measure 13)**
        - **Caldwell HOME Inventory (Measure 10)**
        - **ASQ:3 scores (Measure 12)**
        - **ASQ: SE2 scores**
        - **Relationship Assessment Tool (Measure 14)**
        - **HITS screening tool (Measure 14)**
        - **PHQ-9 (Measure 3)**
        - **Edinburgh Postal Depression Scale**
        - **Referrals (Measure 17,18,19)**
        - **Emergency Department Visits**

- **Provider Agency Profile**
  - **MOUs**
- **Staff Profile**
  - **Supervision**
- **Meetings (track collab meeting among community partners)**
    - Forms to include robust conditional business logic to support Quality Assurance to data standards along with Quality Assurance reporting to flag records which do not comply with standards and could not be otherwise managed at data entry. Priority given to in-form management of data quality rather than post-entry manual reviews by supervisors.
  - Up to 68 sites (providers) / 150 programs / 8 permissions (roles) for user access of 300 users across 55 counties
  - Additional configuration:
    - Up to eight (8) bulletins, including report dashboards and shortcuts/resources bulletin
      - Shortcuts for quick entry
      - Active caseload per staff
      - Workflow dashboard (see report list in additional features below)
    - Configure up to thirty (30) operational report sections for dashboards and other workflow reporting
    - Configure up to fifty (50) output report sections in support of quality assurance monitoring and audit reporting for supervisors and analysts; specifically focused on Measures 1-19 data quality management
    - Configure web-form Participant Intake and Connect access for one Participant Type; forms could be used for inbound referral as well
    - Configure Classes and Terms and Schedule standard features for workshops attendance and appointments
  - Up to one hundred and twenty-five (125) hours dedicated to report design and development in both Apricot native and Apricot Results reporting to configure Federal and State required reporting.
  - Draft user acceptance testing (UAT) plan based on configured solution

Testing
- Facilitate four (4) rounds of user acceptance testing, each two (2) weeks in length with the first round for primary project stakeholders, the second round for end users, and the final rounds for expanded testers including:
  - Provision temporary testing permissions for project stakeholders
  - Support navigation of use cases identified in UAT plan with up to four (4) ninety (90) minute walkthrough/Q&A sessions per round
  - Provide access to user feedback form and change log tools for testing collaboration

- Update the configuration based on testing outcomes and feedback from testing users, each one (1) week in length integrated with the final week of each testing round
  - Resolve up to one hundred (100) testing tickets and build a backlog of post-go-live topics for internal Apricot administrators
- Provide testing use case checklist for client sign off

Data Migration
- Complete data migration with the following specifications:
  - Complete project kick-off sequence
    - Schedule and facilitate up to two (2) sixty (60) minute meetings
      - Kick-off meeting
      - Project plan review meeting
    - Develop and confirm project work plan, key milestones, and project timeline, and assignments
    - Define project communication plan and identify stakeholders
    - Draft and send announcement halting system changes during the data migration timeline
  - Receive database backup from client via secure file transfer
  - Draft a data migration blueprint and mapping document
  - Facilitate four (4) weeks of data migration discovery and mapping with Legacy solution developers/administrators, including up to two ninety (90) minute session per week
    - Review Apricot data model and define request for exports from Legacy solution
    - Build a backlog of issues/tickets related to data mapping between the Legacy solution and Apricot
    - Facilitate question/answer with Legacy solution developers/administrators
    - Finalization of data migration blueprint and agreement on data pulls from Legacy solution
    - Develop data migration procedure based on Apricot import tool best practices and requirements of the Legacy solution data sets
  - Provide data migration blueprint/mapping and associated assumptions for client sign off
  - Complete mapping and import to Staging based on the following specifications:
    - Data sets provided by client in database backup file or single object .csv files with associated primary key (pk) and foreign key (fk) associations.
      - Examples:
        - Participants
        - Enrollment Records
        - Service Records
        - Assessment Records
        - Birth/Child Records
    - Data limits as provided in RFP:
      - 5,000 clients over 5-year service period

- - Assumes up to a maximum of 20 associated client-related child tables
    - Assumes up to 100 data elements per table (a maximum of 2,000 data elements to be mapped across migration)
    - Assumes a total of 25 tables in the Legacy data set
  - Complete up to two (2) migration runs into Sandbox instance of Apricot 360
  - Facilitate four (4) weeks of Sandbox data migration review
  - Develop data migration quality assurance reporting with sections based on configured data visibility reports of up to 20 sections
  - Complete up to one (1) migration run into Production instance of Apricot 360
  - Provide data migration review checklist for client sign off based on Production run
  - Assumptions:
    - Client will provide a single database backup file via encrypted file transfer or in .csv format with one object per file with associated primary key (pk) and foreign key (fk) associations.
    - Client will also provide knowledge base documentation, database schema diagrams, and any materials to support in clarifying the assumptions of the database backup file provided for migration (where customized data elements exist); the assumptions defined during mapping will be reviewed in collaboration with you
    - Data migration services will include data cleanup, formatting, or reconciling related to data quality issues in your source data or structural differences between your source data and target data requirements in Apricot up to the limits of the time and materials scope of work. Data cleanup, formatting, and reconciling may be scope of work additions in a data migration project depending on the data cleanup required. Generally, estimates for services in a data migration scope of work exclude major data changes like record splitting, record merging, record deduplication, field splitting, or field merging among other major data cleanup tasks. Additional data cleanup can be provided as a change order to the scope of work, including:
      - Data cleanup services that increase row count due to splitting or decrease row count due to merging from a Legacy source table, including duplicate remediation, requires formal sign off by Client on the mapping required and any duplicate keys inferred or interpreted as part of the data cleanup script.
      - Data cleanup does not include an assessment of your Legacy data. We are not responsible for interpreting issues with your Legacy data that are not identified as part of the normal blueprint/mapping process or identified explicitly by you as part of the project.
    - Acceptance must be given first on the blueprint/mapping prior to data migration to Staging and then acceptance must be given on Staging before proceeding with Production migration.

- Corrections to data migration outcomes will only be provided if the data migration does not align with the data migration blueprint/mapping document as signed off prior to data migration. Undocumented or additional corrections beyond the scope of the data migration blueprint/mapping document require a change order.
- Hourly rate includes receipt, temporary storage, and removal of Legacy source, Staging, and Production data sets as required by the data migration services.
- There is no warranty period associated with data migration following the final data migration review and submission of the checklist for client sign off.

Deployment and technical assistance
- Develop deployment plan including revised timeline, stakeholder expectations, and milestones
- Draft one custom user manual for end user navigation and use cases
- Draft one custom user manual for administrator management and system maintenance processes, including updating data schema, enumerated values, and lookup lists
- Coordinate integration of go-live plan with Social Solutions training team based on purchased training products for both administrator and end user training; see cost proposal for more information about included training
- Schedule and facilitate 10x90-minute admin consults focused on Apricot 360 best practices (topics: data migration, reporting, system admin, system design)
  - Session(s) focused on MIECHV data elements and schema in Apricot 360
  - Session(s) focused on schema relationship to reporting
  - Session(s) focused on sites/programs and partner management, access, and security
  - Session(s) focused on general Q&A
- Schedule and facilitate 2x 2-week technical assistance sprints following the go-live date to support solution updates and refinement as part of user and administrator onboarding:
  - Additional data migration
  - Report design and development (frameworks that can be copied and expanded)
  - Data quality and quality assurance systems design and deployment
  - Additional end user and administrator support
  - Additional configuration, testing, and deployment as needed
- 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.

3. PROJECT SCHEDULE

The provided timeline can be applied to any start date agreed upon between you and our implementation project team. The timeline provided below is indicative of projects of similar scope and requirements to that summarized in this document. As identified in this document, a formal timeline, work plan, and milestones will be defined as part of Phase 1 - Planning. We expect to complete this project as summarized in the milestones below.

This project will rely on your participation. Your solution owners (system administrators) will collaborate closely with our implementation consultant team and will be required to participate in configuration, testing, and solution management. To achieve this project schedule, your administrators should expect to:

- Complete the self-guided training curriculum as assigned
- Explore the Apricot Sandbox provisioned as a testing environment
- Read the Apricot Help Center (i.e. the user manual)
- Draft additional/supplemental user documentation and internal resources on Apricot
- Coordinate necessary resources for the project
- Assume configuration, data migration, and report design and development tasks identified during the project that are not covered in this scope of work
- Allocate time each week for training, testing, configuration, and report design and development in areas where additional capacity will support your goals for go-live
- Support end users during onboarding and deployment and facilitate their continued capacity building in Apricot

Milestones:
- Time to solution testing, 14 weeks
- Time to potential deployment/go-live, 25-26 weeks
- Total: 6 months

*Timelines are indicative and tasks are not dependent. Some tasks in the list below will happen in parallel with other tasks to achieve the timeline objectives of the project.

Phase	Task/Milestone	Your role
Discovery and spec - 8 weeks		
	Complete project kick-off sequence, including guided preparation, resource activation, and gathering materials	- Attend project kick-off meeting(s) - Confirm all project stakeholders and their expectations for project communications - Collaborate internally to set priorities - Review and confirm work plan, timeline, and milestones - Support scheduling of discovery and status meetings - Gather and submit requests for discovery documentation - Schedule your internal resources for duration of the project
	Collect, review, and inventory all client submitted materials	- Answer any immediate questions about discovery documentation

		- Submit supplementary documentation as requested
	Complete self-guided training for system administrators	- Register administrators for self-guided training curriculum - Dedicate time daily/weekly for training materials - Explore sandbox and Help Center documentation - Gather questions for review with solution consultant
	Schedule and facilitate discovery sessions	- Attend discovery sessions based on pre-defined agenda - Describe solution requirements for user roles, workflow, and reporting - Provide feedback and resolution to backlog items as presented during design - Maintain focus on requirements for initial deployment
	Draft solution specifications, blueprint, and supporting documents	
	Validate spec documentation, prepare for build	
	Review and approve design assumptions, transition to configuration	- Collaborate with solution consultant to review build assumptions - Ask questions to ensure understanding of proposed design
Configuration and testing -– 12-16 weeks		
	Complete initial configuration based on design specifications	
	Conduct user acceptance testing (UAT) - Round 1	- Block time to test solution based on a provided UAT plan and checklist - Provide feedback in a testing queue for review solution consultant - Facilitate testing for primary project stakeholders
	Update solution based on solution testing - Round 1	
	Conduct user acceptance testing (UAT) Round 2	- Block time to test solution based on a provided UAT plan and checklist - Provide feedback in a testing queue for review solution consultant

		- Facilitate broader testing for other end users
	Update solution based on solution testing - Round 2	
	Conduct user acceptance testing (UAT) Round 3	- Block time to test solution based on a provided UAT plan and checklist - Provide feedback in a testing queue for review solution consultant - Facilitate broader testing for other end users
	Update solution based on solution testing - Round 3	
	Conduct user acceptance testing (UAT) Round 4	- Block time to test solution based on a provided UAT plan and checklist - Provide feedback in a testing queue for review solution consultant - Facilitate broader testing for other end users
	Update solution based on solution testing - Round 4	
	Approve configuration for transition to data migration	- Provide sign off on solution prior to transition to data migration
	Prepare for data migration, blueprint, and procedure review based on data files	- Export and format data files from source (Legacy) solution - Coordinate submission of data files to solution consultant - Attend data migration discovery, blueprint, and mapping sessions - Answer questions related to data format and assumptions - Take ownership of data formatting required by your internal team before final migration
	Conduct data migration scenario testing	- Explore data migration use cases with solution consultant - Review data migration assumptions and validate for your use case
	Complete data migration	
	Review and approve data migration	- Review migration quality assurance reports - Sign off on data migration outcomes
Deployment and technical assistance -– 2-3weeks		

	Prepare for deployment; draft user onboarding and training plan	- Start solution ownership as system administrators (leading role) - Support final scheduling of go-live date - Develop supplementary procedures, documentation, and systems for solution ownership
	Deploy solution, install and onboard users, and transition to post-go-live technical assistance	- Proposed go-live week - Execute go-live and deployment plan based on preparations
	Complete post-release sprint 1	- Provide feedback on solution as users begin operating day to day - Prioritize solution refinement - Ask questions and build capacity in collaboration with solution consultant
	Complete post-release sprint 2	- Provide feedback on solution as users begin operating day to day - Prioritize solution refinement - Ask questions and build capacity in collaboration with solution consultant
	Transition to support; conclude implementation project	- Schedule meeting with Client Success and assigned support teams - Support summary of current status and short-term priorities

4. RESPONSIBILITIES

We have outlined the responsibilities of both of our teams below. Your team plays a vital role in the success of this project.

Client Responsibilities

- Designate the individual(s) who will serve in project roles so they can participate and commit to learning the platform starting at the Kickoff.
  - This includes, at a minimum, 1-2 System Administrators and an internal Project Manager
    - Your internal Project Manager can also be one of your System Administrators
- Provide detailed requirements for your program, including but not limited to: outputs and outcomes you hope to track, sample forms and form logic, and an explanation of which program staff are allowed to see which data.
- Watch your assigned Training Academy videos in advance of their due dates (per the schedule to be agreed upon at Kickoff). Your Apricot subscription includes on-demand training videos through our Training Academy platform.

- Attend all scheduled meetings, participate in the use of our project management tool (Basecamp), complete assigned tasks on time, and proactively communicate with your SSG project team.
- Review and approve/reject change orders, deliverables, and/or signoffs, and provide notice to us of any required revisions within one week of receiving documents.

SSG Responsibilities

- Create and maintain a project plan and manage SSG team's participation during the project.
- Design a solution (including features and functionality documented in the User Journey Map) that will meet the core requirements of your Program within the Apricot platform.
- Lead the effort to configure the solution outlined in the User Journey Map.
  - Some configuration tasks may be assigned to you during the project, depending on the scope and complexity of the User Journey Map. This has the dual benefit of providing you with hands-on administrative training while also ensuring you end the project with a complete Program solution in Apricot.
- Provide best-practice recommendations based on our collective experience onboarding thousands of nonprofit and public sector clients.
- Complete the project within the agreed-upon timeline and budget.
- Track issues affecting the project and bring them to timely resolution. Notify you of issues that might affect budget, scope, or project timeline.

5. IMPORTANT ASSUMPTIONS

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

- SSG cannot guarantee that your current case management processes and data management workflows will remain unchanged when translated into Apricot. Some process changes may be required to make optimal use of Apricot technology solutions. These changes will be discussed, and your approval obtained during the User Journey Map phase of the project.
- Training for your staff is not included in this project. While System Administrators will learn from the assigned training videos, assigned configuration tasks, and collaborative work sessions with the SSG project team, thorough product training is available for purchase through the SSG Training Team.
- SSG-configured reports will track outputs and outcomes required but could deviate from client-provided report samples 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 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.

- Data migration outside the scope of this engagement will include additional fees.
- Customer has its own billing and financial software. Any report associated with expenditures is outside of scope of this engagement.
- Integration with a 3rd party database via SFTP or API is outside the scope of this engagement.
- Although we make every effort to assign the same SSG staff member(s) during the project, we may bring in other staff 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 change requests or additions to the scope will impact project timing and cost. We will obtain your written approval before incurring any additional costs.

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.

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

7. TRANSITION TO SUPPORT

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.

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.

Attachment B
Service Level Agreement

Social Solutions

Social Solutions

SSG Support Service Level Agreement

Issue Date: April 1, 2021

SSG Support

Social Solutions Global, Inc., including its subsidiaries Athena Software Corporation and SSG Social Solutions Canada, Inc., as applicable, (herein, "Social Solutions" or "SSG") provides User Basic system support for all Apricot®, ETO®, and Penelope® software provided by SSG ("SSG Software"). For Clients who need advanced support options to match their unique business needs, beginning with Phone support, additional support packages are available to Client to purchase for an annual fee. The table below provides an overview of the SSG Support packages provided in various support levels.

Key Features[1]	Basic (Included)	Phone (Fee based)	Silver (Fee based)	Gold (Fee based)	Platinum (Fee Based)	Diamond (Fee Based)	Managed Services (Fee Based)
Online chat an email support[2][3][4]	Mon – Fri 7am – 7pm	Mon – Fri 7am – 7pm	Mon – Fri 7am – 7pm	Mon – Fri 7am – 7pm	Mon – Fri 7am – 7pm	Mon – Fri 7am – 7pm	Mon – Fri 7am – 7pm
Online access to Product Knowledge Base	24/7	24/7	24/7	24/7	24/7	24/7	24/7
Emails/chats per month[5][6][7]	5	5	5	5	5	5	5
Phone Consultation[8]		1 Hr/Month					
Dedicated Support Specialist[9][4]			Yes 12hrs/year	Yes 24hrs/year	Yes 48hrs/year	Yes 96hrs/year	Yes 200hrs/year

Prior to 4/1/21 ETO, Apricot, and Penelope had alternative Tiered Support Packages, details are in the attached Appendix

Contacting SSG Support

SSG provides several different ways to contact SSG Support:

1. **Client Portal:** Clients can log into their Client Portal to contact SSG Support, update cases, check on an issue and case statuses (available 24/7). This is accessible to all Apricot, ETO, and Penelope Users via the Help Link in Client's designated platform.
2. **Chat support:** Users can chat in real-time with a SSG Support specialist (available 7:00 am – 7:00 pm CST) via the Client Portal and for Users within Client's platform[2,3,4]
3. **Email support:** Users can submit a case directly through the Client Portal or via email to the following addresses per Client product platform[5,6,7]:
    a. **Apricot:** customer.care@socialsolutions.com
    b. **ETO**: support@socialsolutions.com
    c. **Penelope**: penelope@socialsolutions.com
4. **Phone support:** Through the purchase of a fee-based Support Package, Users can schedule phone consultation with a member of the SSG Tier 1 Support team.[8]

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[1] All times listed reflect US Central Standard Time (CST) Zone

[2] Excluding U.S. and Social Solutions designated holidays.

[3] Attempt will be made to answer questions while in chat, otherwise response will be within 2 hours.

[4] Social Solutions reserves the right to cap annual support hours provided per Client account as follows: 4 hours for Basic, 12 hours for Silver, 24 hours for Gold, 48 hours for Platinum, and 96 hours for Diamond.

[5] Email Support response time targeted to be within 2 hours.

[6] Indicated limit represents cumulative Chat and Email cases submitted per month.

[7] Case limitations will not include cases associated with Social Solutions accepted Defects.

[8] Phone Consultations will be billed in 30-minute increments and will not exceed 1 hour per month.

[9] Dedicated SSG Support Specialist are available M-F 9-5PM US CST. International Clients may have different hours if specified in a separate agreement.

Support Availability

SSG Support is available during the following business hours:
Portal Response, Email and Chat Support are available Monday – Friday 7:00 am – 7:00 pm US (CST).

Support After Hours

SSG Support monitors an after-hours phone line for emergency situations from 7:00 pm – 7:00 am US (CST) Monday – Thursday, and 7:00 pm US (CST) Friday through 7:00 am US (CST) the following Monday (including Saturday, Sunday, and US federal and SSG designated holidays). After hours support is only intended to be used for a critical issue; for example, unscheduled system downtime, or a Defect preventing Client from utilizing the SSG Software. If your call is not regarding a critical issue, a response will be provided the following business day.

Client/User Responsibilities

Administrator level Users are expected to complete all product basic administrator webinars and training before contacting SSG Support. Non-administrator Users also have a responsibility to obtain an understanding of the features of the Client's Portal prior to utilizing SSG Support and have a further responsibility to know what it is they need when contacting SSG Support. SSG Support provides free online resources and recorded trainings located at https://www.socialsolutions.com/services-support/support/. The Client/User should contact their internal system administrator/site manager if they are uncertain of their support needs or if unable to clearly describe their issue to SSG Support.

SSG Responsibilities

The SSG Support specialist is responsible for gathering the Client/User's information and for deciphering their needs by listening and asking clarifying questions to better understand the Client's issue or question. When evaluating the issue or question of the Client/User, the SSG Support specialist shall determine whether the question or issue raised by Client/User can be resolved by the SSG Tier 1 Ongoing Support. If not, the Client/User will either be scheduled for added support review with a senior member of the SSG Support team or the question or issue would be forwarded on to SSG's Account Manager assigned to Client's account in order to assess and discuss fee-based options such as advanced support, professional service, training, upgrade or other available options, when appropriate, to resolve the Client's question or issue.

Basic Support

When Users contact SSG Support, a case will be opened and entered into the SSG internal tracking system resulting in a unique case number. This case number will be provided to the Client/User and will be left open until the case is resolved. Each time a User contacts SSG Support with a different question or issue, a new case will be entered into the SSG internal tracking system.

Response Time for Basic Email/Client Portal Support

Response times may vary and is highly dependent upon the volume and priority of cases submitted. See below for details and definitions of case priorities and SSG target response times:

Severity	Description	Response Time
Critical	Client's production use of the SSG Software is stopped or so severely impacted that no User can reasonably continue to use or access the SSG Software. Critical requests have one or more of the following characteristics (a) data corruption, (b) SSG Software hangs causing unacceptable delays or (c) the SSG Software is inaccessible to all Users.	2 hours
High	Client experiences a disruptive loss of use of the SSG Software. Important features are unavailable with no acceptable workaround, however, operations can continue in a restricted fashion.	4 hours
Medium	Client experiences moderate to minor loss of use of the SSG Software or a feature / operation generated a result that was not expected. The impact is isolated and an inconvenience however use and access of the SSG Software can continue.	1 business days
Low	Client requests information, an enhancement, or SSG Documentation clarification regarding the SSG Software but there is no impact on the use or access of the SSG Software.	1-2 business days

To provide the highest level of service to all SSG clients and users, Critical cases will be reviewed first; if the case does not meet the description of a Critical case, then the response will be based on the actual priority of the issue. If a case is not submitted through the Client Portal, the priority will default to Medium unless Client explicitly states otherwise within the subject of the message. Case priorities can be adjusted after the case has been submitted if additional information is provided/discovered that causes the priority to either increase or decrease. If the case priority is adjusted by a SSG Support specialist, Client will be notified of the change and provided an explanation.

Response Time for Basic Chat Support

Chat is answered in real time in the order in which chat messages are received. If after hours or a SSG Support specialist is not available, questions in chat will be converted automatically and sent to SSG via email and it will be answered by a SSG Support specialist in the order in which it is received (during regular business hours) – see email response times above for more information. For all chat interactions, SSG's goal is to answer the User's question(s) while in the chat. If for some reason this is not possible, the targeted response time for following up on a chat with questions left unanswered ranges from two hours to one business day depending on the level of research needed to investigate and answer the User's question. The response time may be extended if the case is escalated to a senior member of the SSG Support team, however the User will receive regular updates while the SSG Support specialist continues to work to resolve the case for the Client/User. SSG strongly recommends that Users do not use chat support for complex questions or issues, such as advanced reporting related questions or troubleshooting technical issues, such as the inability to open a report. These types of questions are handled much more appropriately via email support.

Phone Support

Fee based Phone Support includes prescheduled phone consultations when there are one or more complex questions or issues needing resolved for the Client. Such consultations are scheduled with Tier 1 Ongoing Support with a typical duration of 30-60 minutes and is scheduled by the Client via chat or email.

Advanced Support and Managed Services

For fee based Advanced Support or Managed Services, Client receives a regular phone call cadence from their dedicated SSG support specialist at the beginning of the Client's contract year. Managed Services are related to a Client's platform to respond to specific questions and requests. In addition to the prescheduled Advanced Support phone sessions, the Advanced Support or Managed Services packages include additional email support and ad hoc phone calls with a dedicated SSG Support specialist, but frequency and availability will vary depending on the advance support package purchased.

Defects

A defect is an error, flaw, mistake, or material failure in the SSG Software. If the User is experiencing an error in using or accessing the SSG Software, the User should contact SSG Support and provide a detailed description on the steps the User attempted that led the error. An SSG Support specialist will log in to the Client Portal with the User to diagnose and to determine if a defect exists.

When Client/User contacts SSG Support with a potential defect, a case will be entered into the SSG internal tracking system and the Client/User will be given a case number. If it is determined by SSG Support that a defect, as defined herein, exists, the Client/User will also be given a defect number which should be used in preceding contact with an SSG Support specialist. The SSG Support specialist will assign a severity to the defect based on the table below. Resolution time is highly dependent on the severity. A Client is encouraged to provide feedback regarding the severity of the issue based on the priority for their organization to be resolved. Each time a User contacts SSG Support with a defect related issue, a new case number and a defect number will be provided to the User. The User will receive communication from a SSG Support specialist on the status of the case and defect based on the criteria set below.

Defect Priorities

Severity	Issue Criteria	Resolution Time	Communication/ Escalation
Severity 1	Major functionality issue that prevents Client from being able to use SSG Software or a major functionality issue which does not have a workaround that is key to Client's platform performance and causes major impact to Client.	The Development Team works to resolve these issues immediately with a target resolution of two business days or less.	SSG Support will provide daily updates of the status of the issue until such time as the issue is resolved. Escalation of the issue to the SSG COO will occur if issue is not resolved within the target resolution time.
Severity 2	A major to moderate function does not work in a core area of the SSG Software, but there is a workaround, however, the workaround is time consuming.	The SSG Development Team will fix within its normal release cycle. The target is to fix the issue is within 30-120 days.	Clients will receive an automated update when the issue resolution is scheduled to be deployed.
Severity 3	Minor functionality less key to Apricot is not working or there is functionality that is not working but there is an easy workaround.	These issues will be targeted to be addressed when there is work being done in the functional area that contains the defect. Issue can be categorized as a higher priority if it is affecting multiple clients.	Status will be provided via the Client Portal and Client will receive an automated update when the resolution is scheduled to be deployed.
Severity 4	Cosmetic or inconsistency issue that does not affect functionality in a significant way.	These issues will be targeted to be addressed when there is work being done in the functional area that contains the defect.	Status will be provided via Client Portal and Client will receive an automated update when the resolution is scheduled to be deployed.

Resolution Time for Issues/Defects

These targeted resolution times only apply to material functionality, except if the functionality affected is completely hindering a User's ability to access and use the SSG Software.

Note: The SSG Development Team typically deploys three to four major updates/releases to the software per year but reserves the right to change the release cadence in-line with SSG business need. Client is given advanced notification of maintenance periods and upcoming updates on the Client Portal login page and via an e-newsletter.

Appendix

Legacy Tiered Support
Prior to 4/1/21 the following support packages were available for ETO and Apricot:

Apricot Legacy Tiered Support

Key Features	Basic	Silver	Gold	Platinum
Online chat an email support	Mon – Fri 9am – 5pm	Mon – Fri 9am – 5pm	Mon – Fri 9am – 5pm	Mon – Fri 9am – 5pm
Emails/chats per month	5	20	30	Unlimited
Phone Consultation		Up to 1 Hr/Month	Up to 2 Hr/Month	Up to 3 Hr/Month
Inbound Phone Calls				8 Calls/Mo
Dedicated Support Specialist				Yes

ETO Legacy Tiered Support Packages

Features	Basic	Silver	Gold	Platinum
Target support initial response time by case priority level	Critical: 1 business hour High: 2 business hours Medium: 16 business hrs Low: 1 business Day	Critical: 1 business hour High: 2 business hours Medium: 16 business hrs Low: 1 business Day	Critical: 1 hour High: 2 hours Medium: 12 hours Low: 16 hours	Critical: 1 hour High: 2 hours Medium: 8 hours Low: 12 hours
Live toll-free phone support[1]	Mon – Fri 7AM to 8PM	Mon – Fri 7AM to 8PM	24x7[1]	24x7[1]
Online Chat Support – Mon-Fri 9am to 5pm[1,2]	✓	✓	✓	✓
Email Support – Mon-Fri 7am to 8pm[1,3] After Hours – Critical Only Mon – Fri 8PM to 11PM, Sat/Sun 10AM-8PM	✓	✓	✓	✓
Online customer portal access including self-service knowledge base	✓	✓	✓	✓
Advanced support on questions, troubleshooting and field formatting of ETO Result (post go-live)		2 Hrs. / Qtr.	4 Hrs. / Qtr.	8 Hrs. / Qtr.
ETO Admin Certification self-paced prep course and exam		1 administrator	2 administrators	4 administrators
Assigned Advanced Support Consultant (ASC)[4]			✓	✓
Check-in calls with ASC to review open support cases and issues			Monthly	Weekly
Access to pre-release webinars and one-on-one follow-up call ASC			✓	✓
Guidance in support of a mutually agreed upon quarterly "ETO goal"				✓
Annual system review and evaluation (up to 5 program configurations)				✓
Pricing	**Included**	**Greater of 10% of ARR or $2500/year**	**Greater of 15% of ARR or $5000/year**	**Greater of 20% of ARR or $15000/year**

All times reflect Eastern Standard Time (EST)
[1]Excluding US holidays
[2]Attempt will be made to answer questions while in chat, otherwise response will be within 2 hours.
[3]Email Support response time targeted to be within 2 hours.
[4]Primary support contact is available M-F 9-5PM local time based on US-based customers' locations. International customers will be considered on a case by case basis

ETO Legacy: How to Contact Customer Support

Social Solutions provides several different ways to contact Support:

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

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

Phone support: Users can call Customer Support at 866-732-3560 x 2 to speak with a live Customer Support Representative (see below for availability).

Chat support: Users can chat with a live representative (available 9:00 am – 5:00 pm EST) by clicking Help in the upper right-hand corner of the software and then clicking Support to access the portal.

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

ETO Legacy: Customer Support Availability – Basic – United States/Canada

Social Solutions Customer Support is available by phone and email during the following business hours: Monday – Friday 7:00 am – 8:00 pm (ET)
Chat support is available Monday – Friday 9:00 am – 5:00 pm (ET)

ETO Legacy: After Hours – Basic – United States/Canada

Social Solutions Customer Support checks email for major issues from 8:00 pm – 11:00pm (ET) Monday – Thursday, 6:00 pm – 11:00 pm (ET) on Friday, and 10:00 am – 8:00 pm (ET) on Saturday, Sunday, and holidays. This is only intended to be used for major issues; for example, a server running out of memory or a reporting server down. If your email is not regarding an outage or major performance problem, it will be answered the following business day.

ETO Legacy: Customer Support Availability – Basic – Australia

Social Solutions Customer Support is available by phone and email during the following

business hours:
- Monday 8:30 am – 5:00 pm (AUS ET)
- Tuesday – Thursday 12:00 am 5:00 pm (AUS ET) Friday 12:00 am – 3:30 pm (AUS ET)
- Saturday 12:00 am – 12:00 pm (AUS ET)

ETO Legacy: After Hours – Basic – Australia

Social Solutions Customer Support checks email for major issues from 10:00 am – 3:00 pm (Australian Eastern) on Saturdays and 2:00 am – 12:00 pm (Australian Eastern) on Sunday and U.S. holidays.

ETO Legacy: Customer Support Availability – Basic – UK

Social Solutions Customer Support is available by phone and email during the following hours (all times below are in BST (British Summer Time)):
Monday – Friday 12:00 pm – 1:00 am (following day)

ETO Legacy: Afterhours – Basic – UK

Social Solutions Customer Support checks email for major issues from 3:00 pm – midnight (BST) on Saturdays, Sundays, and U.S. holidays.

ETO Legacy: When contacting Support via phone (during normal business hours):

Calls are taken in real time and are answered in the order in which they were received. Please note, if you are waiting in the queue for the next available representative and wish to leave a voicemail, the next available representative will respond to the voicemail, typically within one hour. For all phone interactions, our goal is to answer the user's question(s) while on the phone. If for some reason this is not the case, the targeted response time for following up on a call with questions left unanswered ranges from four hours to one business day depending on the level of research needed to investigate and answer the user's question.

The response time may be longer if the case is escalated to a higher-level Support Team member, but the customer will receive updates while the representative continues to work on the case.

ETO Legacy: Availability of Advanced Support

Social Solutions Customer Support can provide support up to 24 hours per day, 7 days per week for calls regarding general ETO questions. Targeted response times are enhanced although they still vary depending on the availability of the customer and the Advanced Support Representative.

ETO Legacy: Response and Resolution Time for Advanced Support

Response and resolution times may vary and is highly dependent upon the volume of cases Support is working on with all customers. Our target response time ranges from one hour to one business day depending on the severity of the issue and the level of advanced support selected. Our targeted support (non-development related issue) resolution time is eight business hours (this does not include time when the support representative is waiting for a response from the customer). Please note our resolution time is highly dependent on the detailed information provided by the user/customer.

ETO Legacy: Advanced Support for ETO Results

ETO Administrators requiring Advanced Support with ETO Results are required to complete the ETO Results Intermediate (8 hour) class prior to receiving advanced support. The pre-requisite to the Intermediate course is either the 4-hour Results Orientation (live version) or the Self-Paced Orientation (free), and evidence of report building proficiency.

Advanced support calls related to ETO Results are typically scheduled within a week to 10 days, depending on availability of both the customer and the ETO Results specialist. *Peak reporting seasons may result in a longer wait time.*

Advanced Support for ETO Results consists of the following services under the advanced support offerings:

- One-on-One Advanced Session (one hour per session)
- Data analysis based on case requirements which could otherwise be conducted by the customer.

- Report building outside of an Advanced Session, as determined by reporting requirements; this will only be implemented after at least one One-on-One session has been conducted with the customer.
- Research related to any aspect of desired report issues.

Once the maximum hours available under the applicable tier have been exhausted during any quarter, the customer will be referred to their Account Manager to purchase additional consulting hours or they may choose to wait until the next quarter when their limit resets.

Penelope Legacy Support
10.TECHNICAL SUPPORT

10.1. Athena will provide the technical support services to Customer with all necessary care and skill and be performed and/or attended by a suitably trained, skilled, and experienced personnel that would be consistent with industry standards.

10.2. Athena will provide technical support for issues covering configuration and use of Software provided that:

(a) the Software version is a Supported Release; and

(b) the Software is being accessed by a Supported Browser.

10.3. Athena may, at its sole discretion, provide technical support services where the conditions of Section **10.2** are not met. Any technical support services provided under this Section are performed as a courtesy to Customer and shall in no way create an implied or written waiver of the conditions of Section **10.2**, or create any obligations relating to further support requests.

10.4. Customer is required to establish and maintain a First Line Support for the Software directly to Customer's Named Active Users. First Line Support shall include but is not limited to:

(a) a direct response to the Named Active Users with respect to inquiries concerning the performance, functionality, or operation of the Software.

(b) a direct response to the Named Active Users with respect to problems or issues with the Software.

(c) a diagnosis of the problem or issue of the Software; and

(d) a resolution of problems or issues of the Software.

If after reasonable commercial efforts Customer is unable to diagnose or resolve the issue of the Software, Customer may contact Athena for technical support as directed by Athena.

10.5. Technical support is provided solely for the Software, as defined in Section **10.2**, and does not cover such matters relating to help material readily available to Customer, an end-to-end support solution for Customers' deployment of the Software and such. Additional

services may be provided by Athena to cover such issues at Athena's sole discretion. For clarity, technical support does not include issues such as:

(a) an explanation of features or abilities that can be found in the Documentation, the help materials or other forms of documentation provided by Athena.

(b) training on features, changes or use of the Software.

(c) issues with connectivity to the Software such Customer's own network, firewall, routing, and proxy server.

(d) issues with the operating system, browser, any required software, or any third-party software.

(e) issues with ODBC connectivity, Microsoft Excel pivot tables or any third-party reporting tools.

(f) issues relating to data import or export; or

(g) Professional Services related to the use of the Software including, but not limited to, business and deployment consultation.

SUPPORT AVAILABILITY AND RESPONSE TIME

11.1. Athena will provide technical support services to Customer as posted under the Resources section of the AthenaSoftware.net website (Technical Support Hours). Athena reserves the right to adjust technical support services hours from time to time as necessary; however, changes will not affect response time commitments as outlined in Section **11.2** below.

11.2. Athena will use commercially reasonable efforts to respond to each technical support request based upon the severity of the support request as described below. Athena cannot guarantee any resolution time nor the outcome of any resolution of a support request. These response times are defined as:

Severity	Meaning	Response Time
Critical	Customer's production use of the Software is stopped or so severely impacted that no Named Active User can reasonably continue to work. Critical requests have one or more of the following characteristics (a) data corruption, (b) Software hangs causing unacceptable delays or (c) the Software is inaccessible to all Named Active Users. All critical support requests **must** be submitted through the means instructed by Athena's Documentation otherwise the support request will **not** be assigned a critical severity.	1 hour
High	Customer experiences a severe loss of Software service. Important features are unavailable with no acceptable workaround, however,	1 business day

	operations can continue in a restricted fashion.	
Normal	Customer experiences minor loss of Software service or a feature / operation generated a result that was not expected. The impact is isolated and an inconvenience however the operations can continue.	2 business days
Low	Customer requests information, an enhancement, or Documentation clarification regarding the Software but there is no impact on the operation of the Software, no loss of service and the result does not impede the operation of the Software.	3 business days

Each support request will be assigned a severity level that determines when the response time is expected. Actual response times may vary and may be responded to earlier than listed.

Any support request may appear to be important to the Named Active User's immediate task at hand, however the classification system above is designed to ensure all support requests from Athena's customers are treated fairly and timely with respect to their severity. Athena, at its sole discretion, will assign the severity of any support request. A Customer's own deadline or timeline may be factored in but this would be at the discretion of Athena and Athena is not obligated to alter its response time based on such factors.

11.3. Athena will provide Customer emergency support during off hours for all Critical support requests provided that Customer notifies Athena of such Critical support request by the means instructed by Athena's support website.

Attachment C – Apricot Security Information

Social Solutions

Social Solutions Global, Inc. ("SSG") takes comprehensive measures to attempt to ensure that data is kept safe, confidential and recoverable in the case of a disaster. Social Solutions' office sits behind a firewall which extensively controls, tracks, and reports access to our internal infrastructure. Our software meets current required HIPAA standards.

Data Security

Apricot® uses user names and passwords to prevent unauthorized access and to restrict user access within the application. Each unique user account is assigned access to programs and permission sets to restrict access to data and features in the system. Customer data is housed in two locations (U.S. and Canada) based on the location of the client. Data is stored using redundant AWS hardware technologies and SSG fault tolerant software and journaling file systems.

Passwords

✔ can be set to have a minimum length
✔ can be set to contain non-alpha-numeric characters
✔ can be set to expire
✔ can be locked after a set # of invalid login attempts
✔ can be changed by a local administrator
✔ are not displayed upon entry and are encrypted

Encryption

Social Solutions uses state-of-the-art equipment and technology to safeguard the confidential nature of your data. Your data is automatically encrypted while in transit between your computer and our servers as well as while in the database. Social Solutions uses the largest commercially available SSL cipher key size of 2048 bits. Users access Apricot® software web application servers via secure HTTPS connection.

SOC2

Our SOC2 Type 2 (SSAE18) report is a comprehensive document that describes Social Solutions security controls in the domains of Administrative, Physical, and Technical security. Apricot is certified SOC 2 Type II compliant. SSG security controls are reviewed by independent external auditors during audits for our SOC compliance.

Amazon Web Services (AWS) Server Security

Each of our servers is individually governed by a system that is designed to prevent unexpected Internet data from being processed by our server software. IDS, virus scanning, automated system checks, and remote logging guard against unauthorized access. AWS implements electronic surveillance and multi-factor access control systems to secure its data centers. Data centers are staffed 24x7 by trained security guards, and access must be strictly authorized. Multiple availability zones allow Apricot® to remain resilient in the face of most failure modes, including natural disasters or system failures[1]. In case of a disaster in our main AWS region, Social Solutions will have Apricot® up and running between 24-48 hours in a backup AWS region.

Redundant Infrastructure and Backups

✔ 24/7/365 monitoring of uptime across the infrastructure
✔ Redundant water, power, telecommunications, and internet connectivity to maintain continuous operations
✔ Uninterrupted power supply to reduce possible service outages

Retention Policy

Keep daily backups for 12 months

Compliance

The AWS cloud infrastructure has been designed and managed by Amazon.com[2]. AWS adheres to:
SOC 1/SSAE 16/ISAE 3402 (formerly SAS70)   SOC 2   SOC 3   PCI DSS Level 1   ISO 270012

1 For additional information visit: https://d0.awsstatic.com/whitepapers/Security/AWS_Security_Whitepaper.pdf

2 For additional information visit: https://d0.awsstatic.com/whitepapers/compliance/AWS_Compliance_Quick_Reference.pdf

Attachment D
Exceptions to General Contract Terms & Conditions & Social Solutions' Master Services Agreement

Social Solutions

West Virginia Home Visitation RFP General Contract Terms and Conditions Exceptions:

Social Solutions Global ("SSG") notes the following exceptions to the General Contract Terms and Conditions. In the event we are selected, we will negotiate terms in good faith, along with the customary software licensing terms in SSG's Master Service Agreement.

1. Section 1, Contractual Agreement. SSG agrees to the terms, with the exceptions noted in the response.
2. Section 11, Liquidated Damages. SSG rejects this term.
3. Section 13, Pricing. SSG may increase its pricing on an annual basis after the initial first year of the contract.
4. Section 15, Payment Methods. SSG does not accept P card payments. EFT is acceptable.
5. Section 18, Funding. In the event the State exercises its termination right for loss of funding, no refunds will be provided for the annual term in progress and SSG will continue to provides its software and services for the remainder of the term.
6. Section 19, Cancellation. In the event of a cancellation without cause, no refunds will be provided.
7. Section 36, Indemnification. SSG will provide indemnification for Intellectual Property infringement and bodily injury or death. We object to the other indemnification provisions in this section.

RFP Terms:
1. Section 7.1, Delivery. The software implementation may exceed 90 days.
2. Section 7.4, Return of Unacceptable Items. This section does not apply to SSG's software and services.
3. Section 8.2, Remedies for Default. SSG requires a 30 day cure period for default.

Business Associate Agreement
1. H. Agents, Subcontractors Compliance. SSG uses Amazon Web Services for hosting the software and data. We have a BAA in place, but cannot flow down additional specific terms to them. If we are selected, you accept this condition.
2. I, Notification of Breach. SSG will notify the State within 48 hours of any breach.

SSG MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into between Social Solutions Global, Inc ("SSG") and the Client identified in the applicable Order Form referencing this Agreement or otherwise using the Services ("Client"). SSG and Client, by Client's execution of an applicable Order Form or by use of the SaaS Services, hereby agree to the following terms and conditions:

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 the Client Data to SSG.

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, 7.3, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

12   <u>MISCELLANEOUS</u>

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.

Attachment E
Apricot 360 Functionality Overview

Social Solutions

Enterprise Class Software – Combining best-in-class case management features with powerful data science and predictive analytics, Apricot 360 provides actionable insights and recommendations to help chart the best path forward for program participants. By empowering your organization to make data-driven decisions, Apricot 360 helps you maximize your resources and your impact.

With Apricot's unique design its simple to manage your contractors and their nested programs and service delivery in a hierarchy. Apricot has built in role-based security and your organization will enjoy the ability to easily provide access and restrict data access as they see fit.

Profile Management – Profile data tracking capabilities allow users to keep all the details of human services management in one centralized system. Profiles can be created for clients, contractors, and other entities such as staff, volunteers, and more. Profiles are customizable and can be complete configured to collect any information that your organization may need such as custom ID's or demographics.

Apricot's document folder stores the history of all appending forms for a profile. In the case of contracts this might mean the information you collect around reimbursables and spend down. If the profile is for client level data; the document folder might store services or assessment data. Importantly – this "tiered" structure exists, and all profiles and appending forms can be easily configured in Apricot 360 to meet your needs. You might also choose to use any of our pre-existing templates. The Profile Dashboard will contain important profile information, links to appending forms and recent activities. In the case of a client profile an image of the participant can be added to their Dashboard as well.

Organization Profile

Organization Information ▼

*Legal name ⬚

XYZ Organization

Organization Contact Name

Jill | Middle

DUNS Number

0

Identification Number ⓘ

0

Website

http://www.google.com

General phone

904 334 2047 ext.

General email

jguffey@socialsolutions.com (Change)

Address (Clear)   Select to map ✖

Address   No results found

Line 1

Line 2

City

City

State

--Please Select-- ▾

County

County

Zip

< **XYZ Organization**

⊕ Quick View Information

DOCUMENT FOLDER CENSUS LINKS APPOINTMENTS

All Documents

⊕ Invoice Submission (1 record)

⊕ Quarterly Narrative Report (0 records)

⊕ Fiscal Year Allocation (1 record)

⊕ Program Narrative (1 record)

⊕ Organization Budget (0 records)

⊕ Logic Model - Projected (0 records)

⊕ Scope of Work Measures (0 records)

⊕ Grant Scoring (0 records)

⊕ Expenditure (0 records)

⊕ Import Files (0 records)

⊕ Loans (0 records)

⊕ Contract (0 records)

⊕ Grants (0 records)

Forms and Referrals - Apricot has a drag and drop form design tool with 75 specialized field types to help gather intake, assessment, and services information. Forms are configurable and can be created to suit each program's needs. Apricot also includes a template library that contains pre-configured assessment forms available to you for use as is or to be customized.

Apricot's referral engine allows you to easily configure referral requirements, manage capacity, and refer between providers and programs within the system. Importantly though, Apricot guest users to allow you to make community referrals to providers that aren't in the system. Apricot can make electronic referrals to any provider you work with and allow them to log into a limited view of the system to close the loop on the referral outcome.

Workflow - Apricot Workflow allows you to set up step-by-step screen flow based on your organization's unique processes to create easy and efficient data entry. Ensure your data is captured accurately and completely every time with Apricot Workflow.

Workflow eases navigation as staff are guided through critical tasks, eliminating the need to navigate back and forth and remember what comes next. Workflow saves time on data entry and allows staff to stay focused on what's most important. Workflows are completely configurable and can be built to match or enhance the processes your staff or contractors use. It is scalable as well, easily add or adjust steps as your processes change over time.

Web Forms - Web Forms for Apricot is an easy but powerful tool to streamline intake, application, eligibility, and referral data into the system and improve access and equity for forms are easy to create with Apricot's flexible form builder and share with a URL. Administrators and designated staff can easily add, edit, and manage forms. Publish separate intake forms for separate programs and route applicant data to the right spot in your data base in real-time!

Web forms are easy to create with Apricot's flexible form builder and share with a URL. Administrators and designated staff can easily add, edit, and manage forms. Publish separate web forms for separate programs and route applicant data to the right spot in your database in real-time. You can have 1 web form or many web forms streamlining data into multiple locations within your Apricot.

New Grantee Application   *Required

Please fill in this application completely to create your Organization record. If you have any questions please call us at 555-555-5555.

Legal name*

[   ]

Address

ADDRESS

   ADDRESS LINE 1

[   ]

   ADDRESS LINE 2

[   ]

CITY

[   ]

STATE

[-- Select -- ▾]

COUNTY

[   ]

ZIP CODE

ZIP   EXT

[   ]   [   ]

General phone

NUMBER   EXT.

[(xxx) xxx-xxxx]   [   ]

Intake Form   *Required

Please fill in this form as completely as possible.

Name*

FIRST*

[   ]

MIDDLE

[   ]

LAST*

[   ]

Date of Birth*

[mm/dd/yyyy   📅]

Primary Language*

[-- Select -- ▾]

Gender*

[-- Select -- ▾]

Social Security Number

[***-**-****]

Attach Copy of ID

(SELECT FILE)

Connect - While we cannot add hours to your day, we can provide you with tools to make your day a little more streamlined! With the introduction of Connect functionality to your Apricot instance, your organization will increase participant engagement, empower those participants to self-serve, and reduce staff workload. It is easier than ever to connect.

Think of Apricot's Connect functionality as a portal. As you and your participants work toward achieving goals, Connect empowers participants to take ownership of their journey. Once they receive a Connect login, they will have the ability to provide you mission critical feedback and updates and see their own progress over time.

Rules and Alerts – Rules and Alerts is an intelligence notification system that enables you to advance the way care is delivered. Users can configure business logic to generate notifications when key events occur so that caseworkers can focus on the most critical tasks.

Direct Messages – Direct messages are also included which means that you can now text and email staff, clients, and partners directly from Apricot 360! You can also send linked surveys to your staff, clients, and partners directly from the software to reduce the burden of follow up tasks. Tired of losing touch with clients? It is easier than ever to connect.

Reporting – Apricot 360 comes with a robust reporting engine to help you track change over time, meet funder compliance, and manage providers. You have the option to build reports as an administrative report or deploy them as a customize dashboard to empower staff with the most up to date data at their fingertips. Administrators also have the ability to create visually appealing bulletins that feature color, different fonts, font sizes, links and more. Apricot 360's easy to use drag and drop reporting gives staff a look into their programs and outcomes with a clean, modern interface and dynamic data representation. Reporting is completely configurable. Additionally, your reporting staff will be able to easily map clients, sites, or services to through our built-in heat mapping tool.

CQI Model
Guiding public investments toward proven programs and services

Outcomes Dashboard Report

Total Placements Improved	Percent of Placements Improved	Time Period	# of Participants Served	Average # of Home Visits	Incidents of Allege Abuse/Neglect
950	72.14%	Month-to-Date	278	1.28	102
		Quarter-to-Date	278	1.28	102
		Year-to-Date	453	4.29	540

Legend

Participant Served	Any participant or family who received any service, including Home Visit, Office Visit, School Visit, or Other
Placement Improvement	A child's placement is guaged by the "Placement Strength Score", and is measured by the Home Visitor on each Home Visit
CBCL Score	The Child Behavioral Checklist (CBCL) Problem Score is a component of the Achenbach System of Empirically Based Assessments
Foster Parent Observation	A subjective observation by Foster Parents of the child's happiness, adjustment, and school success
Home Safety Observation	A subjective observation by Home Visitor of the child's happiness, adjustment, and school success

Independent Living: Aggregate Report

Outcomes

Ansell Casey Life Skills Scores

Legend:
- Daily Living
- Self Care
- Relationships & Communication
- Housing & Money Management
- Work & Study Life
- Career Education & Planning
- Looking Forward
- Permanency score

X-axis: Age (14, 15, 16, 17, 18)
Y-axis: Score (0 to 4.5)

Expectant and/or Parenting at Some Point in Date Range

Legend:
- Parenting (including those who are expectant in the date range)
- Expectant (and not parenting in date range)
- Neither

	Ages 14-16	Ages 17-19	Ages 20-21	Ages 22-24
Neither	12	12	8	4
Expectant	2	4	4	4
Parenting	2	4	4	4

Y-axis: Participants (0 to 24)

Attachment F
Client Case Study &
Home Visiting Information

Social Solutions

How First 5 Riverside is Harnessing Data and Technology to Power Partnerships that Increase Family Resilience

WHO IS FIRST 5 RIVERSIDE?

First 5 Riverside is a multi-service agency that invests in programs and partnerships that promote, support and enhance the health and early development of young children, families and communities in Riverside County, California.

WHY FIRST 5 RIVERSIDE NEEDED A NEW PARTNER IN ITS MISSION

The agency recently took on new family resource programming from the Department of Social Services and needed to navigate new case management and referral workloads effectively.

They knew that recidivism rates were too high and wanted to take an intentional approach to coordinate services around prevention, crisis intervention and empowering resilient families.

THE CHALLENGES FIRST 5 RIVERSIDE HAD TO OVERCOME

The agency's data management system required considerable manual intervention, which led to data entry errors that could have put funding at risk.

It would take multiple business days to review data and reports, which put a drain on productivity.

First 5's data system could produce no integrated views of a family across multiple services.

THE SOLUTION TO SUPPORT FIRST 5 RIVERSIDE'S MISSION

Apricot 360 from Social Solutions provides the technological platform for First 5 Riverside to dramatically increase efficiency and effectiveness around data, analytics and reporting.

Apricot 360 enables First 5 Riverside to advance its objective of increasing collaboration across service providers for the benefit of children and families.

FIRST 5 RIVERSIDE
Riverside County Children & Families Commission

CLIENT
First 5 Riverside

SECTOR
Child and Family Services; MIECHV

PRODUCT
Apricot 360

SUPPORTING FAMILIES WITH A CENTRALIZED MODEL

When you speak with Piera Causley, Regional Manager, Family Resource Centers & Resilient Families and Cheri Davis, Contracts and Grants Analyst, Riverside County Children & Families Commission at First 5 Riverside, you can't help but feel a sense of excitement about the ways the agency is enhancing and expanding its work to support area families.

"In the past, there was a sense that true prevention wasn't possible and that crisis intervention was what the agency could realistically provide with the bandwidth we have. We're in the midst of changing this mindset and redefining the work we do as intentional, bi-directional, cross-system and coordinated for prevention," explains Piera.

First 5 Riverside recently took on additional programming from the Department of Social Services, which brought family resource centers under the First 5 umbrella of services, including a home visiting program. As the agency is expanding its program portfolio, it is positioned to provide more coordinated, collaborative services to families and children under a centralized model.

> **"Social Solutions is not just a vendor providing a software system. They're a partner in how we're evolving our work."**
>
> PIERA CAUSLEY
> Regional Manager, Family Resource Centers & Resilient Families
>
> Riverside County Children & Families Commission

> **"Apricot 360 is the connective tissue of data and reporting across the services we provide and fund."**
>
> PIERA CAUSLEY
> Regional Manager, Family Resource Centers & Resilient Families
>
> Riverside County Children & Families Commission

POWERING THE AGENCY'S REVOLUTION WITH APRICOT 360

When First 5 Riverside discovered Social Solutions and Apricot 360, the team knew they had found a technology solution that could support their vision for creating new connections to drive cross-system integration and impact for families.

"The transition to Apricot 360 has been great," Cheri explains. "Apricot 360 has simplified and streamlined the ability to refer families and see who is using which services. This is giving us a cleaner platform with greater ability to see any false positives or errors, and we are seeing higher quality in our reporting."

Leadership at First 5 Riverside is already seeing the benefits from gaining efficiencies on the front end with data entry. In the past, the agency service providers would sometimes skip fields due to redundant data entry or miss-steps that would fully submit data into the system, and now staff members have a much more streamlined workflow.

"Apricot 360 is the connective tissue of data and reporting across the services we provide and fund," says Piera. "The work is moving so quickly in human services, so for us, it's about building an amazing framework with ideas and vision, and we are able to create this with Social Solutions. They are a partner in how we're evolving our work, and we see Social Solutions as playing a key role in bringing our vision to reality."

Ready to create lasting social change? See Apricot in action.

REQUEST A DEMO TODAY

apricot

GET STARTED

My Workspace

MY TASKS 10   GROUP TASKS

View | All Sites

Robert Johnson
Check In: 30 Day

Caitlin Weisman
Follow Up: 90 Day

Fred Kyle
Check In: 30 Day

Advocacy for Juveniles
Check In: 30 Day
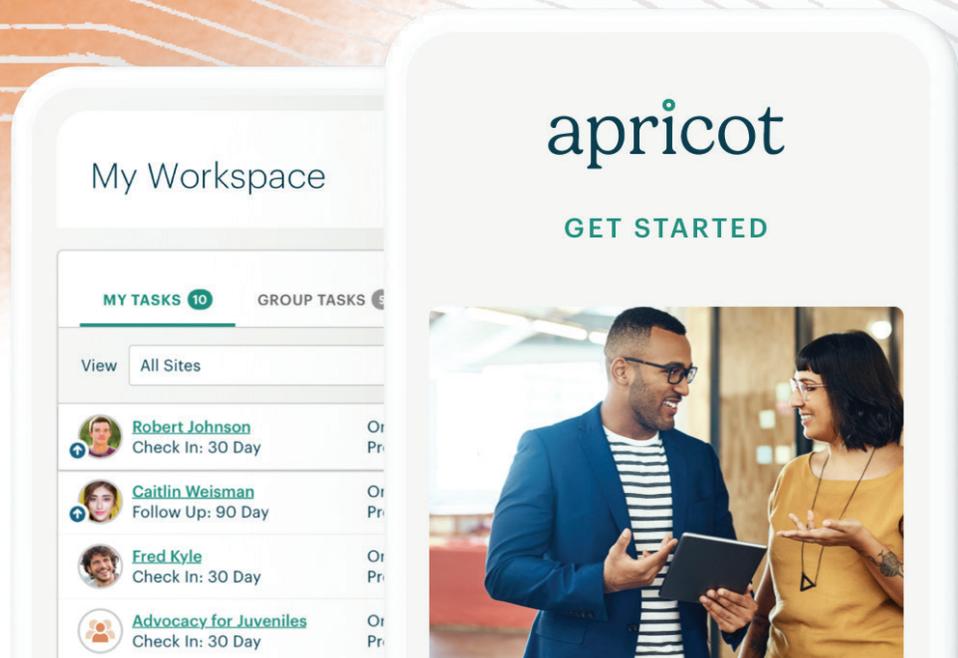
An early childhood integrated system of care

Background

The AZ Dept. of Health Services has an integrated system that provides voluntary, evidence-based home visiting programs for at-risk pregnant women and families with children through kindergarten entry.

Population

66.1% of households were low income

20.6% of households included someone with low student achievement

10.9% of households included pregnant teens

Highlights

88% of caregivers enrolled in home visiting had continuous health insurance coverage for at least 6 consecutive months

91% of the time caregivers were asked if they had any concerns regarding their child's development, behavior during a home visit

Serving

4,119 Participants

2,132 Households

23,320 Home Visits

Evidence-Based Models

"Decades of scientific research show that home visits by a nurse, social worker, early childhood educator, or other trained professional during pregnancy and in the first years of a child's life help prevent child abuse and neglect, supports positive parenting, improves maternal and child health, and promotes child development and school readiness."

Source: HRSA.gov

Department of Child Safety
PROGRAM FOCUS: Child Welfare >

Department of Children and Families
PROGRAM FOCUS: Kindergarten Readiness >

Department of Health Services
PROGRAM FOCUS: High-Risk Perinatal >
PROGRAM FOCUS: Home Visiting >

AZ HHS Models Used for MIECHV

First Things First

Health Start (Promising Approach)

Healthy Families America (HFA)

Nurse-Family Partnership (NFP)

Parents As Teachers (PAT)
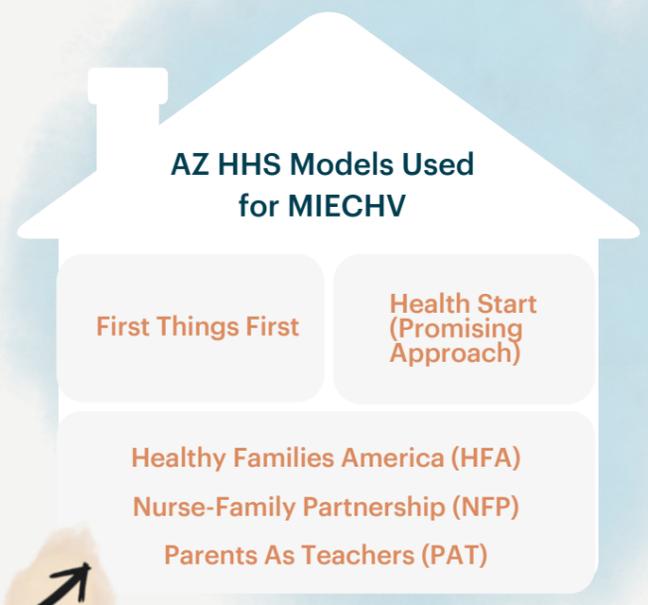
Common Challenges for home-visit organizations

- Eligibility changes risking falling out of the system
- No real-time closed loop referrals
- Compromised care coordination across partners
- Heavily siloed data systems
- Cumbersome reporting
- Poor coordination among service organizations

Solutions enabled by innovative technology

- Family data is shared among programs and managed across multiple agencies for a 360-degree view
- **Families don't fall through the cracks**
- A full accounting of barriers and domains of need
- Improved service delivery and coordination
- Centralized intake process
- Report on state-level outcomes and key performance indicators
- Federal benchmark reporting across all home visiting models in real-time

Social Solutions

The leading provider of cloud software for early childhood integrated system of care technology

Explore Our Solutions

We're helping a good deal of home-visit clients, and we'd love to help your organization, too.

7 Ways Home Visiting Organizations Can Take Community Impact to the Next Level

Providing services for community members in need is all about seamlessly coordinating efforts among multiple nonprofits and agencies offering Maternal, Infant and Early Childhood Home Visiting Programs (MIECHV).

The fact is, people do not lead single-issue lives. For many families, access to support services is complex. Families may need housing, educational and behavioral support, parenting guidance, healthcare resources and more. Without distinct organizations tracking, sharing and reporting information, people can fall through the cracks.

So what should organizations and agencies do to take community impact and organization to the next level? **Here are seven ways to do just that.**

1

Align interagency agreements with technology to empower cross-department collaboration

Robust case management software can get every participating nonprofit and government agency instantly (and literally) on the same page. No more ad hoc reports in different formats that take too long to input. Real-time data sharing can allow team members to pivot to accommodate a person's needs immediately with that saved time.

2

Coordinate care across programs, partners and models

Being able to see detailed notes, actions and plans in one place from every organization providing services to an individual or family makes it easier to coordinate for impact. Approaching a case with accurate and timely info can improve services and open up the feedback loop.

3

Report across home visiting models and on federal benchmarks directly from their system

Reporting takes way too much time. But it's necessary to be able to track progress and share community impact. Plus, reporting is required for funding purposes. Imagine not having to assign a team member to manually input data from all participating organizations? That could save dozens of hours every month—time that could be spent on gaining insights and providing services.

4

Share insights across programs through a single technology dashboard

How could quickly being able to instantly share insights across programs improve programs and make a difference? Easy. Not only does being able to communicate on one uniform dashboard make it easier to see a client's entire picture—those insights can help shape future programs.

5

Standardize reporting and measurement of program efficacy

Making an effort to standardize reporting forces organizations to focus on insights and activities that make the most difference within a community. When all participating organizations agree on measuring the success of a program, services become more seamless.

6

Use standardized evidence based tools across all programs to measure efficacy

Over the years, evidence-based practices for case management have become an integral part of the social services sector and maximize service delivery. Funders across the country, particularly in government agencies, now heavily favor using these practices.

7

Leverage Social Solutions experts and technology so you can focus on what you do best

So, what's the easiest way to get nonprofits and government agencies on the same page to deliver services and create impact? Technology is the key to accelerating social change. Social Solutions has designed the most comprehensive and intuitive case management software and products available— like workflows that make sense and a user interface that's easy to understand and available on the go.

Are you ready to:

✓ **Save time on reporting**

✓ **Seamlessly communicate among participating organizations**

✓ **Gain real-time insights that can inform program development**

✓ **Focus more on what you do best**

Request a Demo

My Workspace

MY TASKS 10   GROUP TASKS

View   All Sites

Robert Johnson
Check In: 30 Day

Caitlin Weisman
Follow Up: 90 Day

Fred Kyle
Check In: 30 Day

apricot

GET STARTED
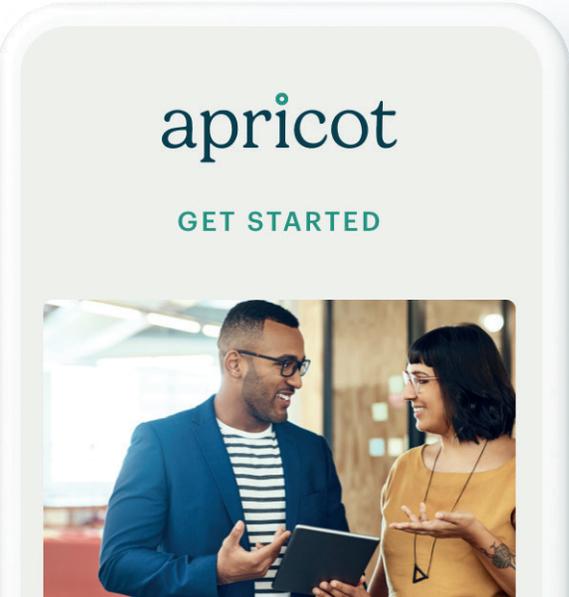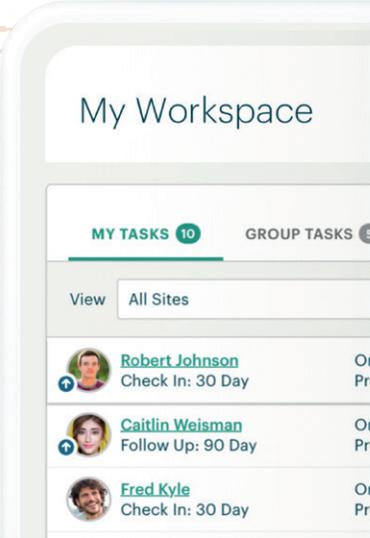
Attachment G
Support Brochure

Social Solutions
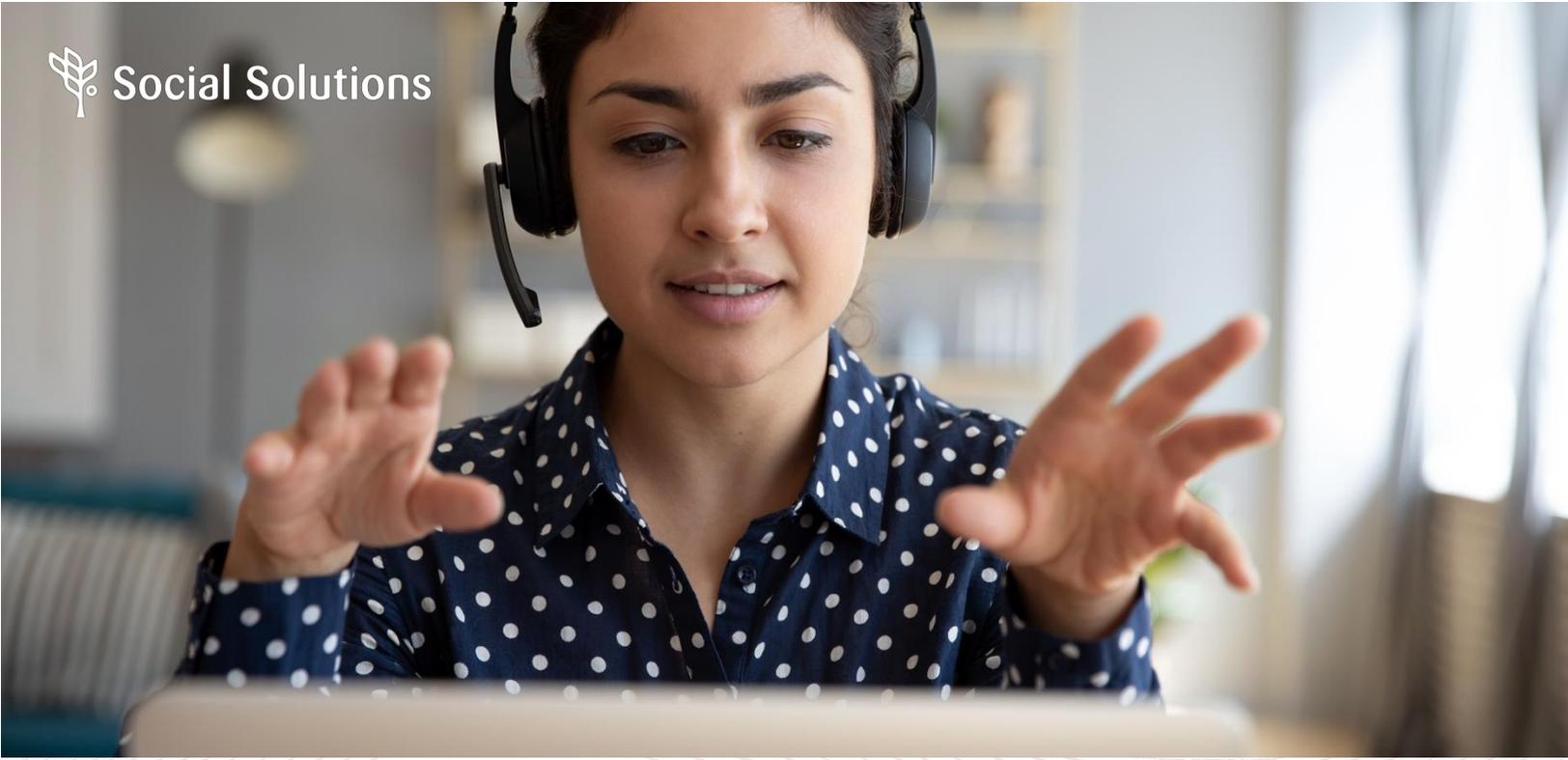
Increase impact with support service options

Providing industry leading support, we're committed to partnering with you to build confidence in your technology and to take your organization to the next level.

Our award-winning Customer Support programs have a 95% Customer Satisfaction rating and resolve 67% of issues on the first interaction. We care and we're here for you!

OUR SUPPORT OFFERINGS:

| Tier 1 Support | Advanced Support Consulting (ASC) | Managed Services \| System Admin |

Tier 1 Support

This standard service is provided by a team of caring and knowledgeable Customer Support representatives to make sure your needs are met.

QUALITY SERVICES PROVIDED QUICKLY:

- Chats are answered in less than 60 seconds
- Phone calls answered in less than 2 minutes
- Maintain easy to access documentation on best practices
- We respond to feedback, good and not-so-good
- Knowledge Base articles pages are easy to find and updated regularly
- Support hours for North America clients (7AM-7PM CST)

Use this program to troubleshoot issues and receive answers to questions.

Advanced Support Consulting

An Advanced Support Consultant (ASC) is a dedicated, subject-matter expert who partners with you. It is reactive consultation and provides one-on-one help.

Choose a block of support hours and work with your ASC to prioritize services that align to your objectives and needs. Consider the menu of services that include configuration services, reporting development, and utilization of best practices. Customization of packages is available as needed:

Gold	Platinum	Diamond
24 hours/year	48 hours/year	96 hours/year
6 hours/quarter	12 hours/quarter	24 hours/ quarter
2 hours/month	4 hours/month	8 hours/month

EXAMPLES OF ASC SERVICES INCLUDE THE FOLLOWING:

→ Check-in calls with your Advanced Support Consultant (ASC) to review goals, deliverables, open cases or defects

→ End user webinars to review system updates and discuss new needs

→ Configuration enhancements to forms and other features

→ Data import assessments and recommendations

→ Scope, create and update reports

→ Support end user manual creation and update

→ Data validation checks and review with Administrators

→ Instance specific product training

→ Annual audit to identify areas for improvement

Managed Services | System Admin Package

This support program provides a single point of contact who is a subject matter expert and works as if they are a member of your organization's team.

Your dedicated expert provides **proactive** maintenance and administration which means you never need to log onto the platform so that you have more time to further the organization's purpose. We run your reports, deliver them, trouble shoot, resolve user issues, and ensure that the platform is leveraged to best meet your objectives. There is a Managed Service Package, as well as the opportunity for extra services:

Dedicated Expert	Extra Time Blocks
200 hours/year 50 hours/quarter 16.7 hours/month (no rollover)	One block = 50 hours/quarter

YOUR DEDICATED EXPERT/SYSTEM ADMIN PROVIDES THESE SERVICES:

Check-Ins	Scheduled, regular check-ins Ad-hoc troubleshooting calls and email triage
User Maintenance	Add, Delete, Change Users Manage user privileges in accordance with your compliance requirements
Run Reports	Run your pre-existing reports and Smart Documents in accordance with your timing requirements
Monitor Performance	Periodically test system performance Monitor execution and recommend improvements
Run Audits of Reports	Run audit for agreed upon data health checks Run other reports as necessary to ensure compliance with system usage
Annual Health Check	Perform annual health check Provide recommendations via project plan

Attachment H
Signed Documents

Social Solutions

Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	**State of West Virginia** **Centralized Request for Quote** **Info Technology**	

Proc Folder: 949919		**Reason for Modification:**
Doc Description: WEB-BASED HOME VISITATION SYSTEM		
Proc Type: Central Master Agreement		

Date Issued	Solicitation Closes	Solicitation No	Version
2021-10-25	2021-11-16 13:30	CRFQ 0506 MCH2200000002	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON   WV   25305
US

VENDOR

Vendor Customer Code: 000000196002

Vendor Name : Social Solutions Global, Inc.

Address : 10801-2 North MoPac Expressway

Street : Suite 400

City : Austin

State : Texas   **Country :** United States   **Zip :** 78759

Principal Contact : Kimberly Garrett

Vendor Contact Phone: 512-345-9098   **Extension:**

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor Signature X *Kenneth Saunders* DocuSigned by: 73AFA5B2F2EF403	**FEIN#** 52-2277149	**DATE** 11/12/2021

All offers subject to all terms and conditions contained in this solicitation

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Kimberly Garrett, Enterprise Account Executive
_____
(Name, Title)
Kimberly Garrett, Enterprise Account Executive
_____
(Printed Name and Title)
10801 -2 North MoPacExpy. Suite 400, Austin, TX 78759
_____
(Address)
512-345-9098   512-692-1939
_____
(Phone Number) / (Fax Number)
kgarrett@socialsolutions.com
_____
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Social Solutions Global, Inc.
_____
(Company)

Kenneth Saunders
_____
(Authorized Signature) (Representative Name, Title)
Kenneth Saunders   CFO
_____
(Printed Name and Title of Authorized Representative)
11/16/2021
_____
(Date)
877-441-2111   512-693-1939
_____
(Phone Number) (Fax Number)

Revised 07/01/2021

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ MCH2200000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

☒ Addendum No. 1   ☐ Addendum No. 6
☐ Addendum No. 2   ☐ Addendum No. 7
☐ Addendum No. 3   ☐ Addendum No. 8
☐ Addendum No. 4   ☐ Addendum No. 9
☐ Addendum No. 5   ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Social Solutions Global, Inc.

Company

Kenneth Saunders

DocuSigned by:
73AFA5B2F2EF403...

Authorized Signature

11/16/2021

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 07/01/2021

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owes a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Social Solutions Global, Inc.

Authorized Signature: *Kenneth Saunders*　　　　Date: 11/16/2021

State of Texas

County of Travis , to-wit:

Taken, subscribed, and sworn to before me this 15 day of November , 20 21

My Commission expires July 2 , 20 22

AFFIX SEAL HERE　　　　　　　　NOTARY PUBLIC *[signature]*

Purchasing Affidavit (Revised 01/19/2018)

MADELYN CLARE PARKER
Notary ID #131628988
My Commission Expires
July 2, 2022