Homeless Services Network of Central Florida

ETO Software for HMIS

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Public Sector
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Social Solutions

February 15, 2018

Re: Social Solutions' Response to Homeless Services Network of Central Florida's RFP for a Homeless Management Information System

To whom it may concern:

Social Solutions Global, Inc. (Social Solutions) is pleased to respond to the Homeless Services Network of Central Florida's (HSN) RFP for Homeless Management Information System.

Social Solutions is the leading evidence-based evaluation system for governments and nonprofits. Serving over 4,000 customers in the US, UK, Canada, and Pacific. Our Efforts to Outcomes (ETO®) Software provides a scalable, secure solution designed to meet the needs of large organizations and their changing needs over time. Social Solutions has built and maintained HUD compliance for Continuum of Care (CoC) Individual and Family Homeless Management Information Systems (HMIS) since 2006.

Social Solutions currently supports 15 HMIS Continuum of Care (CoC's) in their efforts to improve their understanding of the problem of homelessness at a state level, how clients move, how they interact with other public services and benefits, and gain insights to improve policies and inform action plans. We have over 17 years of experience serving over 100 statewide initiatives in health and social services as the primary system of record for initiatives across the US, including California's Department of Health, Department of Social Services, and Department of Corrections. We understand that government agencies face unique challenges that require innovative solutions.

ETO software is the solution to help face these challenges. It is critical to have a performance management solution robust enough to track data and offer relevant reporting options to improve analysis efforts and also communicate these outcomes. Whether a government agency opts for a cloud-based solution or a local one, the right software can skyrocket an organization's performance management efforts and help align efforts with goals. One of ETO's core functions is to help agencies demonstrate impact by relating staff efforts to client outcomes, while minimizing the need for custom development to make changes to the software.

Social Solutions infrastructure is one of the most scalable in the business: built on Amazon Web Services (AWS) with an integrated reporting layer of SAP's business objects for big data analysis. ETO Software is Fed Ramp Secure, NIST certified, HIPPA compliant, on the High Trust Frame Work, 508 compliant, and compatible with screen readers like JAWS. ETO has an enterprise structure, with broad security settings and features and the nested hierarchy needed to silo data appropriately and yet give HSN the overarching view needed to assess the state of homelessness.

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Social Solutions

ETO will allow HSN to better understand people's longitudinal homeless experience by tracking the services they receive throughout the duration of their homelessness. HSN's ETO administrator(s) will create reports showing trends and progress towards outcomes on any numerical or weighted data element. There is an option to include "effort" information, where effort is the sum of time spent or count of services to see how particular efforts relate to the outcome over time. ETO Insights can represent change of time for a single client or aggregate information for a program.

Sincerely,

DocuSigned by:
Kenneth Saunders
73AFA5B2F2EF403...

Mr. Kenneth Saunders, Chief Financial Officer
ksaunders@socialsolutions.com

1 Respondent Information

1.1 Business

Full legal name	**Social Solutions Global, Inc.**
Mailing address – Line 1	10801-2 North MoPac Expressway
Mailing address – Line 2	Suite 400
Mailing address - City, State, ZIP	Austin, TX 78759
Main phone number	877.441.2111
Time zone	Central

1.2 Proposal Point of Contact

Identify the primary point of contact for questions about the proposal and/or notifications regarding the proposal process.

Name	**Nicholas Musillami**
Title	Director of Business Development - Public Sector
Email Address	nmusillami@socialsolutions.com
Phone Number	773.984.0353
Name	**William Greenwell**
Title	Regional Sales Executive
Email Address	wgreenwell@socialsolutions.com
Phone Number	737.402.8479

1.3 Authorized Representative

Provide name and contact information for a representative of the business who has the authority to enter into contracts and sign legal documents on behalf of the Respondent.

Name	**Kenneth Saunders**
Title	Chief Financial Officer
Email Address	ksaunders@socialsolutions.com
Phone Number	877.441.2111

2 Certifications and Acknowledgements

On behalf of Social Solutions Global, Inc. ("Respondent"), I/we certify that:

1. Submission of a proposal constitutes acknowledgement and acceptance of all terms and conditions defined in the RFP, except as exceptions or reservations specified by Respondent in this document.
2. All persons involved in the preparation of this proposal are aware of the requirements established by these certifications and assurances and agree to comply.
3. All information provided is accurate as of the submission date. Respondent will notify the RFP coordinator of any change or anticipated change that might impact the accuracy of any part of this proposal. Misrepresentations will disqualify Respondent from consideration.
4. Any costs incurred by Respondent associated with proposal preparation and/or participation in the evaluation process are solely the responsibility of the Respondent, regardless of the outcome. Proposals and associated materials become the property of the CoC and will not be returned.
5. Respondent will not try to convince any other HMIS vendor to submit or decline to submit a response to this RFP and has not coordinated proposed costs with any other potential Respondent.
6. Respondent will not engage in behavior, conversation, or communication that might reasonably be perceived as an attempt to influence the outcome of the evaluation process (other than by participation in the process itself). Respondent will not discuss the RFP process with members of the CoC or the evaluation team until the final selection is announced.
7. If any member of the CoC or the evaluation team suggests directly, indirectly, explicitly, or implicitly that s/he might be able to influence the evaluation process in Respondent's favor for any reason, Respondent will notify Angel Jones at angel.jones@hsncfl.org.
8. Respondent agrees that the CoC may contact references, funders, and/or other sources of information regarding compliance; customer experience; organizational, technical, and fiscal capacity; and other factors pertinent to assessing Respondent's ability to meet the CoC's HMIS needs.
9. Respondent is eligible to enter into a contract for the provision of software as a service in the State of Florida and is willing to provide relevant documentation, including articles of incorporation, business licenses, taxpayer identification number(s), etc., upon request.
10. This proposal is a firm and fixed offer of existing software functionality, licensing, and standard services for the listed costs, subject to conditions listed in the proposal, valid for at least 120 days from the submission date of this proposal for a contract term of at least two years.
11. Costs identified for programming, data mapping and migration, and any other work contingent on detailed specifications are estimates and subject to revision and/or negotiation.
12. Costs proposed in this document will be scored against other proposals and should represent Respondent's best offer.
13. The CoC reserves the right to negotiate services and costs with Respondent, to include the addition or removal of listed requirements and/or software customization to better meet CoC or HUD requirements.

14. Respondent understands that proposals may be subject to review by the public and has clearly identified all confidential and/or trade secret content. Unless required by law or court order, the CoC will not release these confidential portions of the proposal.
15. Respondent may withdraw proposals from consideration at any point in the process.
16. The CoC may issue an addendum, revise, or withdraw this RFP without prior notice.
17. The evaluation process defined in the RFP is contingent on receiving at least three proposals that meet evaluation criteria. If this does not happen, the CoC may revise the process or evaluation criteria to expand the eligible pool of Respondents, issue another RFP, proceed with fewer than three candidates, execute a sole-source contract with a vendor, or otherwise ensure that the CoC's HMIS needs are satisfied.
18. Respondent will authorize the CoC to request a credit report for consideration in the final phase of evaluation.
19. The CoC may request additional information at any point in the evaluation process to confirm or clarify proposal content.
20. Respondent will follow applicable civil rights laws and Executive Orders. There must be no outstanding findings of noncompliance with civil rights statutes, Executive Orders, or regulations, unresolved secretarial charge of discrimination issued under the Fair Housing Act, no adjudications of civil rights violations on a civil action or deferral of processing of proposals from the vendor imposed by HUD.
21. Respondent certifies that no employee, member of its executive management, key staff, or any board member has been convicted of a criminal offense related to the administration of funds, is ineligible to enter into a federally-funded contract, or is involved in any litigation or other legal matter that might compromise Respondent's organizational capacity as represented in this proposal.
22. The CoC may elect to award all or a portion of the scope of work defined by the RFP and/or may elect to split the award between two Respondents, which would require Respondent to collaborate with another organization to provide some or all services. Respondent may decline to agree to this arrangement and withdraw.
23. The Evaluation Team may waive minor technical deficiencies or any informality in a submitted proposal.
24. If the CoC and selected Respondent are unable to come to satisfactory agreement about the terms of a contract, the CoC will re-visit the evaluation process (see #17). The selected Respondent will be ineligible for further consideration.
25. This Request for Proposals for a Homeless Management Information System is issued in accordance with 2 CFR part 200; any resultant contract must comply with same.

Disclosures and Exceptions to Certifications and Acknowledgements

None

Signatures

Authorized Representative		
DocuSigned by: Kenneth Saunders 73AFA5B2F2EF403...		February 15, 2019
Kenneth Saunders, Chief Financial Officer		Date
Proposal Point of Contact		
DocuSigned by: Nicholas Musillami		February 15, 2019
Nicholas Musillami		Date

3 Requirements Assessment

The word 'requirement' is used to refer to features, functionality, services, reports, etc. A few are desirable features/best practices that are relevant for comparison and scoring purposes, but not critical. For requirements that include a Yes/No/Other drop-down list:

- Answer 'Yes, standard' if the requirement is available, currently in use, and included in the basic cost of licensing the HMIS software. Use the *Additional information/description* section to describe how the software / service meets the requirement.
- 'Yes, add-on' should be selected when the requirement is met by existing functionality currently available at an extra cost. Use the *Additional information/description* section to describe how the software / service meets the requirement. <u>These must also be listed in the *Summary of Costs* section</u>.
- Answer 'Other (explain)' if the requirement is currently under development, available from a third-party, or if a currently available alternative might serve the same purpose. Use the *Additional information/description* section to explain and elaborate.
    - Include requirements that specify a user type (e.g., HMIS Lead or regular user) but can only be performed by the vendor or another user type.
    - Include an implementation date for functionality currently being developed.
    - Evaluators will assign a point value (0 or 1) based on the additional information.
    - Any of these with an associated cost must be listed in the <u>*Summary of Costs*</u> section.
- Answer 'No' for all other circumstances. If custom development to make the requirement available if feasible, provide a brief note to that effect and <u>list the requirement in the *Summary of Costs* section with a (non-binding) estimate of time and cost</u>.

For each requirement, provide a narrative response that describes how the proposed solution meets the need. Narrative should be clear, concise, and directly relevant to listed requirements. The use of screenshots or other graphics to illustrate narrative in the *Additional information/description* sections is welcome. No graphic should include Respondent or Software names.

There is no need to repeat identical content for multiple requirements. If a single feature satisfies multiple requirements, include the narrative response for the first listed requirement. For each subsequent requirement, reference the requirement number (e.g., "See requirement 3.1").

3.1 Hosting (2 points)

1. Respondent hosting of application and database(s) is available	Yes-standard (1)
If available, describe server specifications, security measures to isolate data from any other instances of the application/database hosted on the same server, and any access or responsibility associated with the server or hosting for HMIS Lead. 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. The assigned HMIS Lead/Administrator will not have access or responsibility for the server.	

2. CoC may host application and database	No (0)
ETO is a vendor hosted solution.	

3.2 Comparable Database (5 points)

Describe options for a second instance of the application for use by victim services providers.

A second instance of ETO can be configured for use by victim services providers and their unique participation requirements.

3.3 Training and Technical Support (6 points)

1. Respondent provides training for system administrators	Yes, standard (1)
The ETO Administrator boot camp is a required course for all new administrators. This training is a multi-day investment designed to help ETO Administrators deepen their understanding of ETO software. Attendees will learn about ETO's core components and how they relate to performance management and reporting. This course is offered remotely in 4 half day sessions or in person for 3 days at designated locations. In addition to the intensive boot camp. Virtual Interactive Labs are also available that consist of 60-90 minutes courses that review single features within the software. Boot camps and access to specific Virtual Interactive Labs may be purchased ad hoc or come bundled as part of an Administrator subscription. The subscription unlimited access for 1 person for a year to Administrator Bootcamp, any of the Virtual Interactive Labs, and a bonus eLearning Library. An optional ETO Administrator Certification is also available to purchase	
2. Respondent offers train-the-trainer instruction	Yes, standard (1)
Social Solutions supports the Train the Trainer approach for this project. There will be four (4) sessions focused on training up to 15 select individuals who will then develop and deliver training to end users and an additional ETO HMIS training.	
3. Respondent provides technical support for system administrators and has a system in place to track and respond to questions, bug reports, etc.	Yes, standard (1)
Social Solutions provides several levels of customer support packages to meet the varying needs of our clients. We are recommending the Platinum Support Package which includes: • 24x7 toll-free phone support • Up to 8 hours per quarter of advanced support for certified ETO Administrator troubleshooting ETO Results • Access to pre-release webinars • Pre-release webinar individual follow-up call with your Advanced Support Consultant • Weekly check in calls with your Advanced Support Consultant to review open support cases • 4 self-paced online ETO Administrator Certification course provided • Guidance in support of a mutually agreed upon quarterly ETO goal • Annual system review and evaluation for up to 5 program configurations	
4. Respondent has an available library of training materials for use in training end users (e.g., comprehensive manuals, online training, etc.)	Yes, standard (1)
ETO software features an online help manual and training resources are also available on our Learning Management System (LMS).	
5. A training and demonstration site is available	Yes, add on (1)
Social Solutions can provide a guided demonstration upon request. A separate sandbox environment can be added at an additional cost (not included in this quote). Alternatively, HSN can reserve a site/program on your own enterprise for this purpose.	

6. If Respondent offers training and/or technical support for end users, please describe.
End users will be trained internally using the train the trainer approach.

3.4 System Availability and Maintenance (6 points)

1. Software is web-based, compatible with current browsers, and maintains some backward-compatibility (list browsers)	Yes (1)
ETO is web-based and compatible with most current browsers for day to day use. Full administrative functionality is available from Microsoft Internet Explorer 10 and 11.	
2. User interface is available 24/7 with 99.9% reliability (other than planned outages)	Yes (1)
ETO software is a web-based solution designed to be highly available to users at all times.	
3. Planned outages for system maintenance or deployment of updates are coordinated with HMIS Lead at least 1 week in advance and scheduled for periods of low usage (or HMIS Lead is responsible for system maintenance and can install updates)	Yes (1)
All ETO customers are given advanced notification of maintenance periods and upcoming updates on the login page and via an e-newsletter.	
4. HMIS Lead is notified of any unplanned outages and the status of identifying/resolving within 30 minutes	Other (explain)
Social Solutions hosts a real time status page that displays current and historical information about uptime status. Identified administrators are notified of severe outages on as-needed basis which is determined by our Executive Team. Unplanned outages of ETO are infrequent.	
5. Any planned updates or modifications to any aspect of the user experience, report logic, and/or software functionality are documented; documentation is provided to the HMIS Lead in advance of development	Yes (1)
Release notes are shared with clients prior to deployment via an E-newsletter.	
6. Any deployment of critical bug fixes is documented; notification and documentation are provided to HMIS Lead within two hours	Yes (1)
Details for any bug fixes that are included in major releases are provided to clients.	

3.5 Security and Privacy (16 points)

1. Software employs industry-standard or better security protocols, including support for two-factor or multi-factor authentication	Yes, add on (1)
ETO supports multi-factor authentication as an add-on. We have included this in our Proposal.	
2. PII is encrypted for storage and cannot be browsed in database tables	Yes, standard (2)
PII is encrypted at rest at the hardware level. The values for the data elements themselves are not encrypted within the database, with the exception of credentials, which are hashed/salted.	
3. HMIS Lead can assign user roles (e.g., system administrator, data entry, reports only) that define permissions and access to information	Yes, standard (1)
The assigned HMIS Lead/Administrator will have the ability to assign users roles that define permissions and access to information.	
4. Data-sharing configuration allows HMIS Lead to create project groups and field-level control of sharing	No (0)
ETO does not currently offer this functionality. We do have form level security available.	
5. Client data-sharing is restricted for clients who decline to consent	Yes, standard (1)

Clients will need to consent first in order for their information to be entered into ETO.	
6. HMIS Lead can create/activate/deactivate users, define and edit project associations and associated user roles for each, and update contact/other information	Yes, standard (1)
The assigned HMIS Lead/Administrator will have the ability to create, activate, and/or deactivate users and assign user roles and update contact information.	
7. Audit logs keep a history of changes made to records (describe user/HMIS Lead access to data)	Yes, standard (1)
ETO software provides an automated audit trail for tracking when users log in and out of the system and when a user makes additions, changes, or deletions to Participant Demographics, Participant Program History, TouchPoints (services, assessments, etc.), TouchPoint Responses, Collection Types, and Collections.	
8. All contact with client, project, and system data in both the user interface and via database tables is logged (describe HMIS Lead access to logs)	Yes, standard (1)
The following audit information is exposed to end users (with appropriated access levels): 1. Login/Logout report which shows user, date of access, time in, time out, and IP address. 2. Demographic Audit Trail available from each client's record shows previous and updated demographic values, who recorded each change, and the date/stamp of each new addition or change. 3. The Program History Audit Trail is available from each client's record and shows all enrollments, dismissals and updates including the user that recorded the addition/update and a date/time stamp. If a value is changed, the Audit Trail shows both the old and new value. 4. The last staff to update a TouchPoint form along with the audit trail date/time of that update can be seen a via the user interface, although Social Solutions is tracking old vs. new response on the backend. 5. The last staff to update a TouchPoint form along with the date of change can also be exposed to the Dashboards.	
9. Passwords have complexity / length requirements and must be reset regularly	Yes, standard (1)
Passwords in ETO: • can be set to have a minimum length; • can be set to contain non-alphanumeric characters; • can be set to expire; • can be locked after a set # of invalid login attempts; • can be changed by a local administrator, and; • are not displayed upon entry and are encrypted.	
10. Users can reset their own passwords	Yes, standard (1)
Users can reset their own passwords.	
11. HMIS Lead can track training dates for individual users in HMIS and receives alerts and/or can generate a report of users requiring recertification	Yes, standard (1)
The assigned HMIS Lead/Administrator can track staff as Entities and record their trainings. A report can be run to generate all users whose certification expiration is coming up.	
12. Users are automatically logged out after a period of inactivity	Yes, standard (1)
The ETO administrator has the ability to set the number of minutes in the system inactivity time out setting within the ETO setup settings.	
13. User access to records is limited by project associations	Yes, standard (1)
The assigned HMIS Lead/Administrator will have the ability to assign users roles that define permissions and access to records.	

14. Users are required to log in to a project and the ability to add/edit/delete records is limited to active project	Yes, standard (1)
The assigned HMIS Lead/Administrator will have the ability to assign users roles that define permissions and access to records.	
15. User ability to run reports is limited by project associations	Yes, standard (1)
The assigned HMIS Lead/Administrator will have the ability to assign users roles that define permissions and ability to run reports	

3.6 Data Collection (7 points)

1. Vendor-configured collection of all standard HMIS data elements as defined in the HMIS Data Dictionary	Yes, add on (1)
We have included the ETO HMIS Template as an add on which is aligned with HUD HMIS data collection needs. The cost for the Template has been added to the quote.	
2. HMIS Lead can create custom forms and fields on standard and custom forms system wide or for individual projects	Yes, standard (2)
ETO offers the ability to easily create custom forms and fields for individual projects.	
3. Software includes scan card or similar functionality for bed nights, services, etc.	Yes, standard (2)
ETO has Barcode or QR code scanning available.	
4. Software has data entry wizards/workflows that guide users through all required data collection for project entry/annual assessment/exit	Yes, standard (2)
ETO features a standard wizard tool allows for replication of virtually any intake form and supports demographic data collection elements in one of 11 file formats including exclusive & non-exclusive choice, numeric, date, text and file attachment (for PDF, JPEG, etc.). ETO also has an add on Workflow feature that directs and supports service delivery and documentation, minimizing staff training needs, improving fidelity of program implementation, and ensuring completeness and accuracy of documentation. By using Workflow, staff will see a defined process of next steps to complete from the participant dashboard. (Workflow can be purchased as an add-on or as part of the Automation Bundle with Alerts and eSignature.)	

3.7 Usability / Other Features (6 points)

1. Software includes a client messaging feature, i.e., users can enter messages/notes that can be passed on to the client by the next user to see the client	Yes, standard (1)
A form can be reserved for documenting any notes that need to be passed onto a client. This form can be placed prominently on the client's dashboard so other staff can see and pass along messages.	
2. Software includes a user messaging feature, i.e., HMIS Lead can enter messages/notifications to users that will be displayed at the next login	Yes, standard (1)
ETO Self-Service Portal can include dashboard messages which are broadcasted to all Portal users at the next login.	
3. Users can upload photos, scans, and other documents to a client record	Yes, standard (1)
ETO includes the ability to upload documents photos, scans, and other documents and attach them to the client record.	

4. Bed and unit availability is tracked in real time using a combination of project inventory and enrollment data; information is available to relevant users	Yes, standard (1)
The ETO HMIS Template includes the capability to track bed and unit inventory information.	
5. Client records include a summary report (separate from shared enrollment data) of clients' history of outreach contacts, shelter stays, and other residential project enrollments relevant to past and current homeless status	Yes, standard (2)
Reports in ETO offer this functionality if user has permission and access to this data.	

3.8 Data Quality Tools (14 points)

1. HMIS Lead can set data collection for standard and custom fields to mandatory or optional	Yes, standard (1)
The assigned HMIS Lead/Administrator will have the ability to set fields as required.	
2. HMIS Lead can create validation/regular expressions for standard and custom fields and configure error messages for display	Other (explain)
ETO has preconfigured error messages to alert users if they are entering invalid data. Some are standard and cannot be edited by the user. However, other instructions, conditional messages, and validated field choices can be defined by the administrator.	
3. Software requires database search prior to creation of a client record and has other prevention measures for duplicate client records	Yes, standard (1)
Upon submission of a new client record, ETO performs a duplicate check that prompts the user to view and make a decision about any matching records.	
4. Software prevents creation of overlapping enrollments in the same project for the same client	Yes, standard (1)
ETO can be configured to prevent clients from being enrolled in the same project more than once.	
5. Software enforces the requirement for one and only one head of household per enrollment	Yes, standard (2)
ETO's standard capability enforces the requirement for only one head of household per enrollment.	
6. Users see reminders of missing/don't know/refused responses for active clients at login	Yes, standard (1)
An Alert can be configured to automatically send a notification to staff if a missing/don't know/refused response is chosen on select fields. Alerts can be seen at login from the My Dashboard screen. As an alternative solution, a link to a data quality report can be placed on the My Dashboard screen to easily view a summary of all missing/don't know/refused responses.	
7. HMIS Lead has access to reports and/or receives alerts about potential duplicate client records	Yes, standard (2)
The assigned HMIS Lead/Administrator will have access to all reports and can manage duplicate check settings including which demographic fields to use in the match criteria, whether it checks for an exact or like match, and how many fields need to match before producing a warning. For instance, three fields can be set as match like First Name, Last Name and Date of Birth and a setting can be applied whereby it produces a duplicate warning if at least 2 of 3 criteria match	
8. HMIS Lead can merge duplicate client records	Yes, standard (1)
ETO provides two levels of duplicate checks: one upon submission of a new client record that prompts the user to view and make a decision about any matching records; second is an administration tool for merging two records together.	

9. Users and HMIS Lead have access to data quality reports that identify missing/don't know/refused responses on HMIS fields for all records in a given date range	Yes, standard (1)
The assigned HMIS Lead/Administrator and users have access to reports that identify the responses above.	
10 Software prevents and/or has tools to identify logically inconsistent data (pregnant males, income sources identified for clients with no income, entry date after current date, etc.)	Yes, standard (1)
ETO currently offers these tools.	
11. Software alerts users to upcoming annual assessment deadlines for active clients	Yes, standard (1)
ETO Alerts has conditional triggers which allow users to stay up to date on important information including upcoming deadlines for active clients.	
12. Auto-exit functionality for night-by-night shelters and street outreach projects after x time with no bed night or contact	Yes, standard (1)
ETO has the auto-exit functionality for night-by-night shelters. ETO does currently offer street outreach.	

3.9 Coordinated Entry (8 points)

1. Support for all current versions of VI-SPDAT	Yes, standard (1)
ETO supports a coordinated intake process. Several of Social Solutions clients have configured the SPDAT tools within the flexible form building tool, TouchPoints. This tool allows for replication and scoring of a wide variety of assessment tools.	
2. Support for a transactional history of VI-SPDAT assessments	Yes, standard (1)
ETO tracks transactional history of VI-SPDAT assessments.	
3. VI-SPDAT assessments and scores are an integral part of a client record accessible in any login context to all users with permission to view a given client record	Yes, standard (2)
VI-SPDAT assessments and scores are accessible to all users with permission to view a given client record.	
4. Integrated real-time housing inventory and referral system	Yes, standard (1)
Capacity can be seen by staff making referrals to shelters and other programs.	
5. Tracking and user alerts for status changes, no-shows, etc.	Yes, add on (1)
ETO Alerts has conditional triggers which allow users and entities to stay up to date on important information including client status changes, no-shows, etc.	
6. Includes a prioritization tool that allows prioritization of individual clients in each eligible category (youth, individual, family) and incorporates data from other enrollments (status changes) and custom fields	Yes, standard (1)
ETO supports the ability to record all versions of the VI-SPDAT and/or other prioritization tools. The form building tool will allow an ETO Administrator to add cross references to previously recorded information and custom fields to these prioritization tools.	
7. Other Coordinated Entry features / functionality	
Our revamped Coordinated Entry features will help HSN take an innovative approach to addressing housing prioritization and access. Our in system coordinated entry will automate case management through a suite of interconnected tools designed to make case manager's lives easier and make the process more equitable and client centric for those in need of services.	

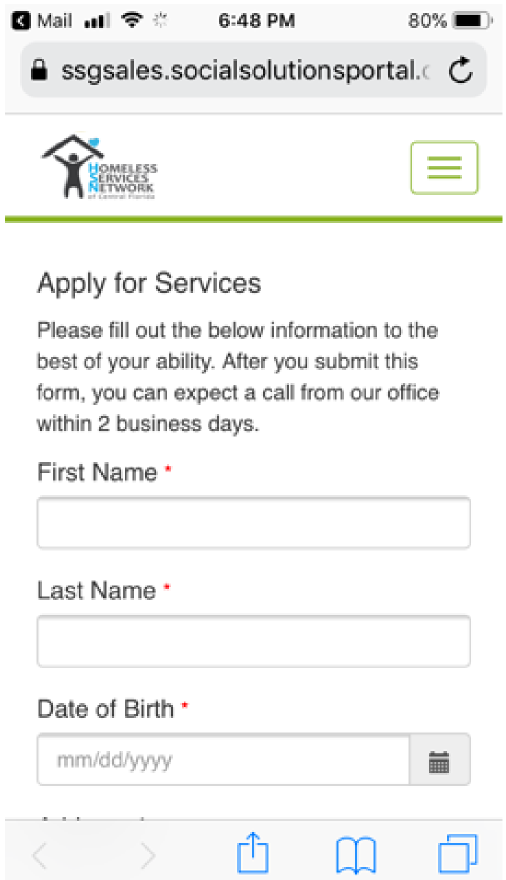
ETO's Intake feature will allow the CoC to streamline referrals into service. Intake is a secure web form that is accessed via a link with no login required via mobile device, kiosk, or through a shared link. The intake form creates coordinated entry efficiencies for

1) referrals into the system from any external source like a Health System, Public Benefits, or Library

2) a self-sign up and electronic application

3) a web assessment tool to streamline coordination with non-CoC partners and for street outreach work

For instance, the Intake form can be a housing application, a social needs assessment or contain a mix of demographics and other types of questions to learn about what services an individual or family needs. Multiple Intake forms can be created for different audiences. With Intake, the information entered into the secure web form is automatically saved into ETO. Once the form is saved, it automatically refreshes to a new screen for the next person in line.



Touch Points are the foundation for form creation and are the backbone of prioritization and scoring tool offerings like the VI SPDAT.

Workflows in system support coordinated entry by building in the logical and conditional steps to housing. Workflow ensure that all staff members working with a client always know the next step in the coordinated entry.

Approvals in system approvals allows for housing plans, applications, or referral approvals to be sent to a staff approval queue for in system approvals, rejections, notes, and electronic signature.

Alerts in system and to email can help to quickly triage the highest priority individual and alert staff to key coordinated entry steps in system and via email. Alerts can also be triggered to external partners to help address root causes of homelessness or Social Determinants of Health (SDoH).

By Name & Wait Lists are easily created in ETO's reporting platform and can be shared with the appropriate teams for housing navigation and triaging.

Referral Forms in ETO software can be pin pointed to the provider or provider's programs based on meeting the referral form criteria and capacity check in the system.

3.10 Reporting (19 points)

1. CoC Annual Performance Report	Yes, standard (1)
2. ESG CAPER	Yes, standard (1)
3. HUD Longitudinal System Analysis (LSA)	Yes, standard (1)
4. HUD System Performance Measures	Yes, standard (1)
5. PATH Annual Report	Yes, standard (1)
6. HMIS CSV Export / VA Repository generated by regular user	Yes, standard (1)
7. HMIS CSV Export / RHY Repository generated by regular user	Yes, standard (1)
8. All federal reports pull data from HMIS data elements consistent with published specifications and are updated on schedule	Yes, standard (1)
For each federal report/export, include the date of the most recent upload/submission to the HUD HDX, Sage, the RHY Repository, VA Repository, etc.) Social Solutions can confirm that we have had successful uploads for each of the reports listed above in the last six (6) months. Submissions are ongoing throughout the year and we do not track specific instances of submissions. We have assisted customers with uploads in the last three (3) months for all reports except #6 and can guarantee success (HDX/SAGE/RHY).	

9. HUD Housing Inventory Count (or similar) report	Yes, standard (1)
ETO can provide the HUD Housing Inventory count report.	
10. HUD Point-In-Time Count (or similar) report	Yes, standard (1)
ETO can provide Point-in-Time Homeless Persons Count.	
11. HMIS Lead can develop custom reports based on standard and custom fields and assign them to projects	Yes, standard (1)
The assigned HMIS Lead/Administrator will have the ability to configure custom reports based on standard and custom fields and assign them to projects.	
12. Reporting includes drill-down/detailed view of included clients and links to client records	Yes, standard (2)
Reports in ETO can include drill-down and detailed information for clients and links to client records.	
13. Report results are exportable to Word/Excel/CSV/other	Yes, standard (1)
ETO HMIS currently produces the HUD-required CSV import/export directly from the ETO system. ETO does not currently have the capability to export directory into Word.	
14. Users can schedule automated report generation with emailed results	Yes, standard (1)
Reports can be run on demand or displayed directly on the landing page when staff log into the solution.	
15. HMIS Lead can assign canned reports to any project that collects the data required to produce them, regardless of funding source or project type	Yes, standard (1)
The assigned HMIS Lead/Administrator can assign canned reports to any project that collects the data required to produce them, regardless of funding source or project type.	
16. Reporting includes configurable parameters so that results may be filtered by standard (e.g., Veteran Status) or custom fields	Yes, standard (1)
ETO's reporting feature is configurable and the results may be filtered by standard or custom fields.	
17. For projects with multiple funding sources, enrollments / services / bed nights can be associated with one or more specific grants; report output can be filtered by grant and aggregated across multiple projects with the same grant ID	Yes, standard (1)
ETO supports the ability for projects to have multiple funding sources and produce reports for each funding sources.	

18. Advanced analytics tools that allow for the inclusion of external data are available	No (0)
ETO does not currently offer this functionality.	

3.11 Data Integration, Exchange, and Access (11 points)

1. All HMIS data elements exportable to current HMIS CSV in a single dataset including multiple projects/project types/funders	Yes, standard (1)
ETO's HMIS template produces the HUD CSV files for reporting and data sharing with other HMIS systems. These files are manually exported from ETO on a periodic basis for uploading to your CoC's HMIS system.	
2. All HMIS data elements exportable to current HMIS XML in a single dataset including multiple projects/project types/funders	No (0)
ETO does not currently offer this functionality.	
3. HMIS Lead can import all HMIS data elements from a standard HMIS (CSV and/or XML) dataset including multiple projects/project types/funders	Yes, standard (1)
Social Solutions will assist Central Florida with the initial data migration of the HMIS data elements from the standard HMIS CSV formatted files.	
4. HMIS Lead can configure a custom export of HMIS and other data	Yes, standard (2)
The assigned HMIS Lead/Administrator can configure custom exports.	
5. HMIS Lead can map and import HMIS and other data not in standard HMIS CSV/XML format	Yes, standard (2)
The assigned HMIS Lead/Administrator can load data in CSV file format via the Batch Upload tool.	
6. HMIS Lead has direct database access to real-time or near real-time HMIS data for reporting and data analysis purposes (live or reporting copy)	Yes, standard (2)
The assigned HMIS Lead/Administrator has director database access to real-time HMIS data for reporting and data analysis purposes. Our integrated reporting engine SAP's Web Intelligence affords HMIS agencies unprecedented access to real time HMIS data points, supportive data, staff utilization, and metadata. Administrators will have access to create their own universes, create reports, and determine report visibility to support care teams across the continuum.	
7. The system can integrate legacy photos and other documents and file types	Yes, standard (1)
Social Solutions can import your legacy photos and other documents as attachments as part of the data migration process. To scope this piece of the data migration, Social Solutions will need to more details about the volume and types of documents that will be migrated. We will also need more information about how those files will be exported from the current system.	
8. Database relationships and dependencies are fully documented for extraction and reporting purposes	Yes, standard (1)
Social Solutions can provide a database schema with a non-disclosure agreement. For reporting, you can identify which data points you want to include in your reporting data sets. These datasets clearly show which fields and forms are included for ad hoc reporting.	

4 Organizational Capacity

4.1 Overview

Describe the organization's experience in providing software, service, and support, particularly as it applies to HMIS. Information of particular interest includes:

- Customer base in general (number of customers/number of years) and the relative portion of business related to HMIS;
- Business model (i.e., non-profit, for profit, governmental entity, etc.);
- Organizational structure and staffing;
- Fiscal capacity to complete work; and
- Any designation as a small business and/or minority-, veteran-, or women-owned business.

Social Solutions Global is the leading evidence-based evaluation system for governments and nonprofits. Serving over 4,000 customers in the US, UK, Canada, and Pacific, Social Solutions Efforts to Outcomes (ETO) Software provides a scalable, secure solution designed to meet the needs of large organizations and their changing requirements over time. Social Solutions has built and maintained HUD compliance for Continuum of Care (CoC) Individual and Family Homeless Management Information Systems (HMIS) since 2006. Our ETO solution currently supports 15 HMIS Continuum of Care (CoC's) in their efforts to improve their understanding of the problem of homelessness at a state level, how clients move, how they interact with other public services and benefits, and gain insights to improve policies and inform action plans.

4.2 Respondent Leadership Team

Please list members of Respondent executive/senior management teams. Include brief descriptions of each member's role in the organization and relevant experience. Particularly for large organizations, it is not necessary to list every executive/senior manager, but the information should be sufficient to assess the organization's capacity and institutional experience/knowledge and capacity to provide HMIS software and services. Experience with software/database development, customer service, and HMIS is of particular interest.

Use the space below to add additional records.

Kristin Nimsger	
Chief Executive Officer	2016
Kristin is the Chief Executive Officer at Social Solutions. She brings an extensive background in the non-profit technology space and a proven track record as a software executive to the Social Solutions team. Known for driving transformation and growth in software organizations of many sizes; her experience spans small private companies, fortune 500 holding companies, and private equity models. Prior to joining Social Solutions Kristin served as CEO of MicroEdge, LLC., a leading provider of financial management, grants management and employee engagement software solutions, which was part of the Vista Equity Partners portfolio of companies. During her tenure, she led an evolution in the way foundations invest to deliver results and outcomes for their constituents and partners, and ultimately led the sale of MicroEdge to publicly traded Blackbaud, Inc (BLKB) in 2014. Prior to MicroEdge, Kristin oversaw a suite of productivity software products and services for legal professionals at Thomson Reuters, and prior to that served in many key leadership roles for E-Discovery, data recovery and computer forensics technology provider Kroll Ontrack, ultimately serving as President of the company for 4 years. Kroll Ontrack is a B2B provider of technology enabled services, software, and SaaS solutions for the legal industry with 1500 employees in 23 countries. Kroll Ontrack was sold to Providence Equity Partners in 2010. Kristin is passionate about sharing her expertise through service and currently serves on the Board of Directors for the Susan G. Komen Foundation. Kristin earned a J. D. cum laude from William Mitchell College of Law, St. Paul, Minnesota and a B.A. in English/Communications from the University of Minnesota, Duluth and a Management and Leadership Certificate from MIT – Sloan School of Management.	

Joel Martins	
Chief Technology Officer	2016
Joel joined Social Solutions in November 2016 as Chief Technology Officer. As Social Solutions CTO, Joel manages the development of existing and future products, provides technological solutions and services to our clients, and sets the technology direction of Social Solutions to meet the ever-expanding needs of our clients. He is passionate about creating high performing teams and delivering software that exceeds client expectations.	

A software developer at heart, Joel spent more than 14 years at Symantec, one of the world's largest software companies, where led cross functional teams from around the globe to deliver elegant, high quality software for enterprise business. Chosen by his peers to begin his leadership journey, Joel built a sustaining engineering organization from the ground up, and spearheaded multiple projects and initiatives that improved efficiency and quality. Among his many accomplishments, Joel was the Engineering leader for the NetBackup 7.5 release, "Better Backup for All," the largest product launch in Symantec history at the time. Following his time at Symantec, Joel spent nearly 3 years transforming the engineering team and product offerings at MicroEdge, a leading provider of financial management, grants management and employee engagement software solutions. During his tenure, MicroEdge dramatically improved the quality, timeliness of delivery, and frequency of client interactions. Joel graduated from the University of Minnesota with a B.S. in Computer Science and attended Luther Seminary in St. Paul post-graduate.

Matt Kraft	
VP of Engineering	2015
Matthew Kraft joined Social Solutions Global in September 2015. Matt presently serves as the Vice President of Engineering. In this role, Matt manages Social Solutions' Award-Winning Efforts to Outcomes (ETO) Engineering Team. Prior to this, Matt served as the Vice President of Technology for StraighterLine, Inc, the leading provider of alternative credit pathways for degree completion. In this role, Matt was responsible for the company's Technology Platform & Team for three years (2012-2015.) Prior to joining StraighterLine in 2012, Matt served as the Vice President and Chief Information Officer for Crawford Media Services, Inc in Atlanta, GA from 2010-2012. Prior to Crawford, Matt served as a Sr. Manager of Technology for the Advertising.com Group at Aol (now Verizon, Inc.) Matt's Team directly managed the Affiliate and Lead Generation Platform, responsible for delivering over $500M in revenues from 2006-2010. From 1999-2006, Matt served in various Engineering capacities within the Web.com Group. Most recently, Matt managed the Business Systems Group. Through this work, Matt successfully transitioned the Backoffice Systems from the company's split with Peer1 Networks, Inc and headed-up the company's Enterprise Distribution Partnership & CRM Technology Initiatives. Prior to 1999, Matt served in various capacities for J/K Foods, Inc. and its Affiliates in North Dakota. In 2012, Matt successfully merged J/K Foods with an entity primarily controlled by Coborn's, Inc. of St. Cloud, MN. Matt attended the University of Washington. He graduated Magna Cum Laude from Georgia State University in 2005 with a degree in Bachelor of Business Administration, Management.	

Jon Manganaro	
SVP of Product and Data Science	2017
John comes to us from Chicago, where he has spent over a decade in the SaaS world. Most recently, John helped launch a startup company with a group of friends called DRIVIN, which grew quickly and was successfully acquired by a data partner in just under two years. At DRIVIN John led a team of Product Owners, UX developers and Data Scientists, who together created data-driven software products for car dealers across the country. Prior to DRIVIN, John was a strategy consultant with PricewaterhouseCoopers where he helped companies build go-to-market strategies launching new software products, including pricing strategies and sales strategies.	

4.3 Respondent Staff

Please list roles of Respondent customer service, support, technical, and any other staff who would be involved in any tasks related to implementation and/or ongoing operations for HMIS.

For any role that would be filled by persons already on staff or under contract, create a separate record for each person, provide their names, and briefly describe their relevant experience/skillset.

For any role that would require Respondent to hire or contract with additional staff, explain the staffing source (e.g., new hire, contractor, etc.) and describe the experience/skillset required to fill the role.

Specify whether staff would be involved in implementation, ongoing operations, or both.

Use the space below to add additional records.

Implementation Analyst	
Aaron Barg	Implementation
Aaron joined Social Solutions in July 2015 as an Implementation Analyst. Before coming to Social Solutions, he spent six years working in the higher education sector where he was responsible for designing, analyzing, and updating key student finance business processes to meet the demands of continuously evolving institutional and regulatory requirements at several large colleges and universities. He also has experience leading Salesforce and DocuSign implementations, and has worked on project teams for several other enterprise level software projects. Aaron has a demonstrated ability to understand and leverage new technologies to drive process improvements, as well as experience and expertise in project management. Aaron looks forward to effecting positive change and creating value for government and non-profit organizations, and the individuals they serve, through the implementation of ETO software.	

Solutions Architect	
Jennifer Carey	Implementation

Jen Carey has worked at Social Solutions since February 2015. Prior to joining Social Solutions Jen worked at OMNI Institute, in Denver, CO, for over 7 years, initially serving as program manager for a large-scale, federally-funded substance use prevention initiative, and eventually leading OMNI's ETO Certified Implementation Partner (CIP) team. She has several years of experience working with ETO Software, various nonprofit and public sector groups, and has also held management positions at large corporations, such as SeaWorld, Orlando.

Jen is particularly passionate about issues concerning public health and spent several weeks in a remote Ecuadorian village conducting an assessment of local, indigenous populations' access to healthcare. Jen attributes her thoughtful and thorough consultation approach to the well-rounded set of skills, education and experiences she draws from, combined with her intense drive to consistently offer quality services and deliverables.

Technology Consultant	
Rob Waldhauser	Implementation

In March of 2015, Rob joined Social Solutions as a member of the Technical Services Associate team. He has a great ability to learn very quickly what a client is looking for and can confidently implement and demonstrate solutions for a client on short notice. Rob is very passionate about making his clients happy and keeps himself very available for clients to come to him with questions or concerns regarding configuration and their ETO site. Rob is extremely flexible in what is needed of him on a project and is always looking for a challenge.

Support Representative	
Andrew Currens	Ongoing operations

Andrew handles an average 30 cases per day via phone, email, and chat platforms. He provides technical support and instructed administrators on implementation of ETO software for non-profit organization case management with exemplary client satisfaction metrics. Andrew is an expert in software troubleshooting, defect creation, performance testing and quality assurance within ETO in correspondence with customer issues and needs as they arise.

HMIS Reporting Subject Matter Expert	
Josh Seipp	Both

Josh is the Customer Support Tier 2 HMIS Specialist at Social Solutions. He's been doing support for ETO for nearly six years, working with HMIS Customers for four. Josh provides support with HMIS forms, demographics, and HMIS reporting. He attends monthly calls with HUD about updates to data entry and reporting requirements.

Technology Consultant	
Niharika Achan	Implementation

Niharika Achan is Report Writer at Social Solutions (SSG) and is located in Austin, Texas. In this role, she works closely with the Implementation Team and the customer to write reports that best fit the customers' needs.

5 Planning and Implementation

5.1 Projected Timeline

Based on Respondent's experience, provide a projected preliminary timeline for implementation with a high-level list of tasks required by either Respondent or the CoC. Task descriptions may be general, e.g., 'data migration' or 'user training.'

For each task, list Respondent and CoC roles involved and an estimated (Respondent tasks) or suggested (CoC tasks) time to completion. If the start of any task is contingent on completion of a previous task, note the relationship between the two tasks.

For any task with an associated cost, ensure that the cost is included in the Summary of Costs.

We have included our Projected Timeline as Attachment B.

5.2 CoC/HMIS Lead Roles and Staffing

Based on Respondent experience with other CoCs, please describe the CoC/HMIS Lead roles involved in a successful collaboration with Respondent during implementation and ongoing operation of the HMIS. Assuming appropriate experience and skills, please estimate the level of effort (or FTE equivalent) for each role.

Use the space below to add additional records.

Project Executive Sponsor	
.	Both
Job/Task Description: Provide high level goals and expectations and make sure necessary resources are available and a priority to ensure success of the project.	
Experience/Skillset Required: Member of the senior leadership team	

Project Manager	
.	Implementation
Job/Task Description: Provide day to day project leadership, coordinate meetings internally and with Social Solutions, ensure assignments are completed on time, and authorize approval/sign-off at various stages of the process.	
Experience/Skillset Required: Member of the senior leadership team	

ETO Administrator(s)	
.	Both
Job/Task Description: Attends ETO Administrator training and is involved in all stages of the implementation. The ETO Administrator will have continued responsibilities after Go–live to administer the system.	
Experience/Skillset Required: Experienced staff member	

Business Analyst/Subject Matter Experts	
.	Both
Job/Task Description: Assist with inner workings of client organization, review features, and assist with data migration activities.	
Experience/Skillset Required: Experienced staff member	

6 Summary of Costs

6.1 Standard License

Provide an estimate of the annual cost to license Software with standard HMIS data collection and reporting.

Requirement/Deliverable	One Time Cost	Annual Cost
License – Standard (includes 350 user licenses, ETO HMIS Template, Platinum Support Package, Multi-Factor Authentication, three Administrator Training Subscriptions, and two Report Writer Training Subscriptions)	0.00.	$296,866.46

List factors or conditions that may potentially impact the estimated annual cost provided above (e.g., payment schedule, length of initial contract, licensing of additional functionality, purchase of other services) or cause it to fluctuate (e.g., additional users, additional projects, number of client records). Quantify the impact, if possible.

Cost Basis / Factors Affecting Cost of Standard License:

Our licensing is based upon users, limited add-on features, and length of contract. Each one of these factors can increase or decrease the licensing amount. We are happy to discuss how we can best meet HSN's needs further.

6.2 Implementation and Hosting

For each requirement/deliverable below, enter the associated one time and/or annual costs.

- If included in the standard license cost or the cost of another deliverable/requirement, enter $0.
- If any portion of the cost of a requirement is included in the standard license cost, enter only the portion of the cost that is not included.
- If not available from Respondent at all, enter n/a in both cost fields.
- For any task/service that could optionally be provided by Respondent or provided by the CoC, check the box in the CoC column and enter the cost *if provided by Respondent*.

Requirement/Deliverable	CoC	One Time	Annual
Completed Project Plan		$100,600.00	
Comparable Database (350 users/260 projects)		0.00.	0.00.
Configuration – 200 custom fields	☐	0.00.	0.00.
Data Mapping and Migration			
HMIS standard data (7 years) ***This is included in our statement of work***	☐	0.00.	0.00.
500 active/2,000 inactive user records and project associations ***This is included in our statement of work***	☐	0.00.	0.00.
200 custom fields ***this is included in our statement of work***	☐	0.00.	0.00.
5,000 uploaded client documents/files*** ***We would need to scope this requirement further to estimate***	☐		0.00.
Hosting/Server Management ***This is included in the cost of licensing***	☐		0.00.

Notes/Factors Affecting Cost of Hosting and Implementation

Please see the Statement of Work, Attachment A for more information about pricing.

6.3 Cost for Features/Functionality/Services Not Included in Standard License

List any requirement from the Requirements Assessment section that is associated with additional cost.

- Do not list any requirement that does not incur additional cost.
- Do not list any cost more than once unless it could be incurred more than once. If a single feature (e.g., an add-on module) will satisfy multiple requirements, include a general description and reference the requirement numbers. For example: *Coordinated Entry Module (requirements 9.1-9.7)*.
- If the listed cost is an estimate subject to significant change, include a brief note to that effect after the description. Example: "Req. 7.3. Upload photos, scans, and other documents to a client record (Estimate – depends on file size / number of uploads)"

Requirement/Deliverable	CoC	One Time	Annual
API	☐	0.00	$7,500.00
Upload photos, scans, and other documents to a client record (Estimate – depends on file size / number of uploads)		$35,000.00	0.00

7 Additional Information

7.1 References

List at least three current customers and at least one former customer. References must include at least one HMIS implementation currently using Software as the designated HMIS.

Exception: The CoC's current vendor is exempt from the requirement to provide a reference from an HMIS implementation and asked to provide references from customers who are not CoC member agencies and who do not operate HMIS-participating projects in the CoC.

References will be asked to answer a standard set of questions about factors pertinent to Respondent's ability to meet the CoC's HMIS needs, including reliability, user experience, communication, and customer service. Please be aware that the CoC may request additional reference if a listed reference is unable or unwilling to answer these r.

State of Massachusetts DHCD	
William Bartosch	Current customer
william.bartosch@state.ma.us	617.573.1131
The State of Massachusetts Department of Housing and Community Development has been a client since 2010. They use ETO's HMIS template to track people experiencing homelessness and their placement in housing programs throughout the state of Massachusetts. They have approximately 150 enabled sites and about 1200 HMIS programs.	
The Children's Home Society of Florida	
Greg Fredrickson	Current customer
greg.fredrickson@chsfl.org	321.397.3000
Since 2014, The Children's Home Society of Florida has been using ETO to develop evidence-based best practices, produce measurable benefits, and demonstrate the relationship between efforts to outcomes to key stakeholders.	
Tarrant County Homeless Coalition	
Kelly McWilliams	Current customer
kelly@ahomewithhope.org	817.509.3635
Tarrant County is a CoC using ETO to understand the impact that each HUD service provided is having with the individuals being served throughout the community. Tarrant County's data partners use ETO to record program activities, store registration information and assessments, produce class descriptions and calendars, and record class attendance. This data and information are then aggregated for Tarrant County quarterly monitoring and annual evaluation.	
County of Sonoma	
Teddie Pierce (Now Managing Founder of Decipher HMIS)	Former customer
Teddie.Pierce@icloud.com	707.292.3782
Sonoma County utilized ETO for their coordinated assessment process from. Their 2-1-1 Community Resource Directory was staffed by volunteers who would link individuals to a centralized intake that prioritizes vulnerability and establishes wait lists using ETO. The SPDAT tools were configured in ETO to score and rate the vulnerability of individuals and families to prioritize needs and assess the best environment for placement.	

Respondent Notes – References

Click or tap here to enter text.

7.2 Conflict of Interest Disclosure (1-2 pp.)

If Respondent has other relationships or obligations that would represent any actual or perceived conflict of interest with respect to Respondent's objectivity, impartiality, ability, and/or willingness to perform work for the CoC under the Terms and Conditions included in the RFP, disclose them here. Include the provisions of any formal Conflict of Interest policy.

None

7.3 Confidentiality Policies and Procedures (1-2 pp.)

If Respondent staff have any access to client-level data, describe policies and procedures related to confidentiallity, including vetting and/or background checks, training, oversight, and responses to and customer notification of breach. Include the user roles/titles of persons granted access and include the text of agreements signed by staff, if any. If this is not applicable, explain why.

Social Solutions' staff members do have access to client-level data. All prospective employees undergo a basic background check prior to their hire. Upon hire, each employee signs confidentiality/non-disclosure agreements as a condition to their hire and takes information security training within the first week and annual refreshers, to include PII and HIPAA data training. A copy of our confidentiality and non-disclosure agreements can be provided upon request. In addition, Social Solutions submits to the Health Information Trust Alliance, or HiTrust certification to ensure compliance to HIPAA and other regulatory standards. This independent review and certification ensures that we live up to the commitment to our customers to keep them up to date with changes in regulations and requirements. Recently, HiTrust has made changes to the allowance of shared log-ins and concurrent log-ins. Social Solutions has made this change in order to ensure that we are compliant with those changes in regulations and oversight. This effort is being made to continue with your assurance of compliance against the ever-changing requirements for protection of information. It is an important step in order for us to ensure that we are protecting the often-sensitive personal information that our clients work with as they serve their many constituents.

7.4 Third Parties

If any task, feature, or functionality requires the involvement of a third party, provide contact information, briefly describe the services provided, and identify the associated requirement(s). Provide a sample service agreement or contract (screenshot/scan/other) below. If costs are not defined in the agreement, include them in the description.

Click the '+' sign at the lower right-hand corner of the box below to add additional third parties.

N/A	
Name.	Email
Click or tap here to enter text.	

7.5 Disclosure of Contract Disputes (1-2 pp.)

Provide a brief description and current status of any contract terminations, litigation, censure by professional certifying authority, or other formal action initiated against vendor organization related to contract disputes or non-compliance. If none, so state

None

7.6 Additional Features and Services (Optional; up to 5 pp.)

This section may be used for any information that Respondent would like to provide about Software features and/or Respondent services that are available but not described elsewhere in this proposal because they are not directly relevant to listed requirements.

This section will not be scored and is entirely optional. Screenshots in this section may include Vendor and/or Software name – if included; it will not be reviewed until after de-identified proposal sections are scored.

Social Solutions endeavors to help transform health and human services agencies through innovative tools that create efficiencies and make a real impact on lives. Social Solutions recently beat out Salesforce, IBM, and host of other major platforms to win funding from the Ballmer Group to provide innovative, first to market technology for health and human services. We believe that our ever-improving tool sent is having a major impact on CoC's and HMIS agencies. Our new technology automates work, improves analytics, and arms case managers with the decision support tools to make the right interventions and focus more on the mission.

Client Portal Clients and staff alike find HMIS to be painstaking process. Staff are expected to contend with long lines at shelter and new clients have to deal with over deal with over 200 questions at intake, releases and consent forms, and a host of assessments to assess vulnerability, risks, and root causes. All of this data collection is necessary but remains an undue burden on staff utilization and has a significant impact on the client experience and engagement with the HMIS. While prevention programs are commonplace in CoC's they often take a back seat to HMIS date entry. The unseen impact is that users are focused less on the mission and clients are dependent upon others to manage their progress. Social Solutions encourages HSN to think about a prevention portal that can both meet their clients where they are at (on mobile devices) with a streamlined dignified self-service that can simultaneously reduce the staff burden of data entry, document management, and encourages client hand raising when they need help.

Social Solutions has been building self-service portal's for state and local entities since 2012. Our ground-breaking workforce development portal allowed clients to manage their own applications and connections to employers. Since then, we've learned a lot about what a portal should do to empower self-service and streamline data collection. Our portal 2.0 is designed for maximum flexibility and efficiency. It is a mobile-friendly, easy-to-access platform that allows your clients to make updates to select information, engage with your team, and gain a deeper understanding of their progress through your organization's programs. This tool was designed to alleviate the administrative workload from your day-to-day operations and give your clients more insight into their development. Our Self-Service Portal 2.0 we've developed a highly flexible tool that integrates data directly into the case management system. Assessments, consents, & releases are easily created and made available to allow clients to self-assess and manage some of today's most paper intensive parts of the process.

Social Solution's portal has the potential to dramatically improve user experience and engagement for improved success rates among clients. Likewise, our portal will produce a significant return on investment in the way that it both streamlines and drives the case management system. Our solution has the potential to be truly innovative in the way that we can integrate multiple eligibility requirements, releases and consents while at the same time driving intentionality with the client through our sophisticated rules engine. With Social Solutions HSN can:

- Improve accessibility from mobile devices, local kiosks, and on the web
- encourage collaboration between institutions like hospitals, libraries, food banks and other nonprofits that are homeless access points
- collaborate and communicate with the client before, during, and after housing needs
- reduce barriers to health like mobile access, language, availability, connections to resources, all within a dignified process
- integrate multiple eligibility requirements in a single place
- streamline paper-based processes like HMIS intake, coordinated entry, housing applications, periodic assessments, requests for services all within a single flexible portal
- allow consumers to electronically sign off on consents, releases of information
- engage the client with updated service and care plans
- allow consumers to raise their hands when new service needs and challenges come up

This solution is "off the shelf" configuration and would be quick to implement for HSN. A prevention portal will create efficiencies for clients and staff alike and a high return on investment in time saved. This solution comes at no additional cost to HSN.

Interoperability: ETO Software is the only HMIS system with a robust open application programming interface(APIs). HSN can also leverage Amazon's S3 secure file transfer protocol for the secure and scalable exchange of data into and out of ETO Software. Social Solutions is uniquely positioned to connect with and enhance the HSN's existing legacy system that lacks interoperability. Our APIs allow a developer to create direct connections with other systems. Our public APIs are REST-based and emit JSON or XML based on request type, so APIs can be consumed by any technology capable of working against simple web service REST endpoints. JavaScript libraries, such as jQuery, make consuming APIs a 1-2 line call.

Our customers use our interoperability options to reduce duplicate data entry and improve data sharing between systems for key stakeholders. Interoperability does come with an additional cost and Social Solutions is happy to scope out HSN's use cases and discuss the ways that these tools can create efficiencies and return on investment.

Expanded Help Desk: Social Solutions has a large experienced support team which allows us to offer unique support options to help Support HSN's mission. Many CoC's have limited capacity or require additional help to administer grants. Social Solutions can help fill this gap with our Expanded CoC Help Desk. Our expanded help desk includes:

- Basic user account administration including enabling and disabling users, adding and removing program access, and unlocking accounts
- Maintain system compliance/acceptance according to established HUD regulations
- Assist with system updates following new guidance from HUD
- Perform HMIS data pulls and validations
- Analyze HMIS data to identify missing data and other discrepancies
- Coordinate with program staff from agencies utilizing the system in order to rectify data issues en masse, where software functionality permits, to expose data issues to be rectified by program staff where it does not, and facilitate training opportunities where patterns of misuse are exposed.
- Create and update custom reports as needs arise

- Extend HMIS configuration to new sites and programs as new programs come onboard
- HUD Reporting prep sessions
- HUD Reporting submission assistance
- Quarterly executive data governance meetings

We can include this side by side our recommended support plan to offer HSN a higher touch experience and to help ensure there is always capacity and data governance.   This plan would come at an additional cost and we can tailor the amount to meet your budget.

Attachment A: Statement of Work

Client: Homeless Services Network of Central Florida (HSN)
Project Type: Enterprise Implementation: HMIS, Add-On Bundle, Reporting, Data Migration

SSG's experienced Professional Services team have collectively worked on thousands of implementations over the last 18 years, implementing almost 200 new clients in 2018. With a typical implementation measure in weeks, not months or years, they combine vetted project management processes and nonprofit best practices to ensure a rapid transition to ETO.

SSG results are achieved through disciplined processes, such as the Professional Services Playbook, carefully designed templates to capture HMIS best practices, and proven tools, including Discovery Workbooks and Design Blueprints to streamline the plan and design phases. SSG ensures these tools have the desired impact weekly executive review of formal measurement of customer satisfaction, project timeliness, and budget management.

Through this combination of experience, best practice, and ongoing measurement, SSG can commit with confidence to a 10-week implementation timeline.

The implementation services described below defines the services and deliverables to be completed for implementation of ETO for Homeless Services Network of Central Florida (HSN). It is based on information provided in the RFP and related assumptions to calculate the estimated cost of the Project. Should the assumptions below change, or should requirements revealed during the project fall outside of these parameters, a change order will be developed for the Client's approval. A Change Order may result in additional costs and/or increased timeline for the project.

Summary of Scope

HSN requires a new implementation for their HMIS CoC. The system will support 260 programs and 65 sites. All programs will receive the standard HMIS Template with the creation of up to 12 additional forms including the VI SPDAT for individuals, youth, and family. This implementation will set up beds, referrals and households and rules for editing and visibility of data.

HSN has also requested a one-time data migration. SSG will migrate up to seven years of data across the HSN ETO Enterprise (500 active participants and 2000 inactive participants). In addition, there will be up to 5000 file attachments uploaded which will require development time to script. This migration includes demographics and fields associated with the HMIS Template as well as up to 200 fields associated with up to 12 additional forms.

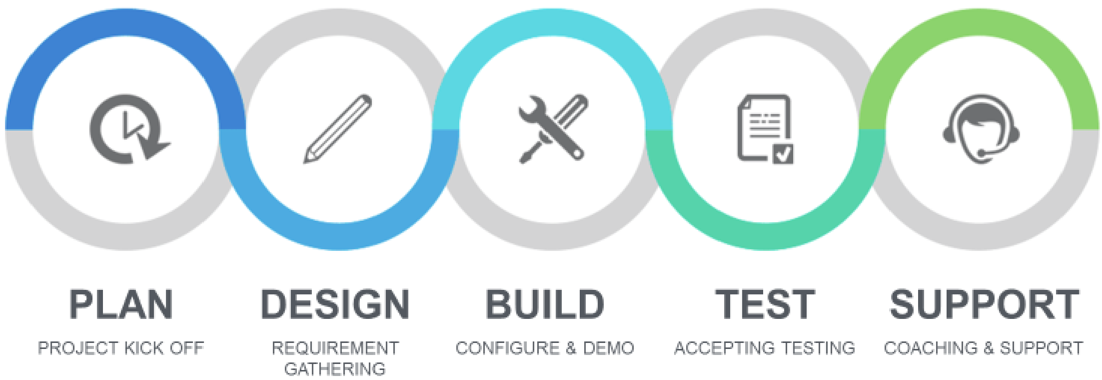
Reporting services are included for the creation of operational reports. Reports from homelessdata.com will also be available in the standard ETO template. Up to 24 hours will be allocated to connect HSN end users to the HMIS Reports as well as up to 60 hours of operational report design and build.

Training services are also included using a Train the Trainer approach. HSN staff will also have access to a substantial library of self-paced curriculum, documentation, and related helpful documentation.

ETO offers several proven options for integration with other applications. Based on the scope of this RFP, SGG has not included any integration services.

Implementation Approach

The SSG Professional Services team will leverage SSG's proven Implementation Methodology which captures the best practices in SaaS enterprise solution deployment. The following chart is a high-level summary of SSG's Implementation Methodology and phases that will be used for this SOW.



Plan

SSG will assign an experienced project manager, well versed in ETO implementations. The project manager will collaborate with the HSN project manager to identify HSN' subject matter experts and stakeholders. A kick-off meeting will mark the official start of the project, providing both teams an opportunity to validate this scope of work and align expectations.

The SSG project teams will conduct an in-depth discovery. This discovery focuses on meeting with key HSN stakeholders to understand desired outcomes and impact, current case management experience, goals, and expectations and any concerns regarding the implementation project. The SSG project manager will document these findings and incorporate this insight in to a project plan.

Finally, the SSG and HSN's project managers will jointly define the stakeholders, subject matter experts, and end users that will provide and approve requirements for each new program.

Throughout the project, the SSG project manager will provide regular status updates, document and manage risks, manage budget and schedule, and communicate status.

Design

The Design phase codifies requirements and user stories, end-to-end workflows, and acceptance criteria for each component of the implementation. Concurrent with technical design, SSG consultants will document change management requirements. This may include training, process changes, metrics changes, or related matters that are impacted by the migration to ETO. Together, the design blueprint and change management findings establish the Go Live Criteria which will guide the remainder of the project.

The 260 programs are defined as one program corresponding to one HMIS Project. All 260 programs will receive the standard HMIS Template with the creation of up to 12 additional forms including the VI SPDAT for individuals, youth, and family. Each program will also have a general touchpoint set up that governs the grant type and grant date information. Sixty-five sites will be established, with user roles to control appropriate access to site and program data as well as constructs for beds, referrals, and households.

The emergency shelter will use standard bed feature, and more long-term housing programs can implement the capacity feature for referrals and utilize enrollments to manage capacity. Add-On consulting will be provided to assist in the setup of up to five Workflows, five Alerts and add up to five forms to Portal Intake which will assist in coordinated entry.

Build
The Build phase comprises configuration of ETO using powerful out-of-the-box form building, program design, and related configuration tools. SSG build schedules proceed rapidly due to the depth and breadth of standard configuration functionality. With 18 years of development, these capabilities have been proven to support complex requirements without the risk and cost of custom coding.

Demonstrations of configured functionality are provided at regular intervals so HSN's staff can understand how blueprint specifications are translated into live functionality. SSG anticipates minor revisions after demonstrations, but careful review of the design blueprint is always encouraged to avoid unnecessary delays.

Data migration and report development will commence upon approval of ETO configuration. HSN will dedicate a Business Analyst and/or DBA to assist with data migration activities. This resource should be intimately familiar with the business, field definitions and database structure of Service Point. HSN will provide the data to SSG in an acceptable delimited format (e.g., SQL or CSV). HSN is responsible for data quality and will complete any required cleansing or correction activities prior to import into ETO. Where data must be manipulated so that it is suitable for ETO, SSG estimates this work based on simple, single step transformations for 90% of the dataset, medium transformations (two step or minor parsing) on 5% of the data, and complex transformations (programmatic manipulation) on 5% of the data. The data migration assumes all forms associated with the HUD HMIS Template demographics and touchpoints created in ETO Software. The data migration assumes active and inactive records will be transferred. Other historical records can be added via ETO's batch upload functionality by HSN on an as needed basis after go-live.

Homelessdata.com will generate the reports listed in the RFP. SSG has planned for additional report development of up to 60 hours. SSG developed reports will provide data and outcome required but can be most efficiently developed where HSN can offer flexibility in format and layout.

Test and Knowledge Transfer

The Test phase comprises formal user acceptance testing and train-the-trainer training. End Users and Stakeholders will have had opportunities throughout the Design and Build phases to engage with the system. With active collaboration throughout the project, SSG typically finds that acceptance testing proceeds quickly and smoothly.

SSG also delivers train-the-trainer class(es) during the test phase. SSG's training approach incorporates both software usage and business process instruction. This ensures HSN users understand not just what they should do but when they should do it and why completing each step correctly is important. SSG trainers work closely with HSN staff to customize training, resulting in a class that feels like HSN training, not a third party "canned" class.

Train-the-trainer classes are built on a mentoring model, allowing time for both application instruction and best practices training. HSN trainers will receive customized training materials that include a trainer script, trainer notes, and demo instructions, creating a step-by-step instruction toolkit. All materials are editable, allowing HSN to update training as needed over time.

The Test Phase culminates with Go Live – that point at which the solution is formally ready for End User production access.

Support
The SSG implementation team provides the SSG support team with a complete briefing so that they are well versed in the HSN's implementation. HSN's staff are introduced to their Support manager and staff, ensuring a smooth transition to ongoing operations.

Cost and Schedule

The SSG Professional Services team is prepared to start this project on April 1, 2019, with an planned go live of June 14, 2019. A detailed scheduled will be developed upon contract signing with clear specification of HSN and SSG roles, responsibilities, and task timing.

The estimated cost of implementation is shown below. SSG has based this estimate on information provided in the RFP as well as the assumption shown after the estimate. Upon project initiation, SSG will establish a collaborative change control process to ensure that any changes to scope or budget are mutually agreed to and well documented.

One-Time Fixed Price	
Category	**Fixed Fees**
Train the trainer (4 sessions)	$7,200.00
Custom HMIS Training	$1,800.00
Total	**$9,000.00**

Implementation Fees: Time & Materials	Hours Summary	Rate	Fee Summary
Project Manager	76	$200.00	$15,200.00
Solution Architect	112	$200.00	$22,400.00
Technology Consultant	260	$200.00	$52,000.00
Developer	8	$250.00	$2,000.00
Total Estimate	**456**		**$91,600.00**

Assumptions

- HSN will provide timely access, per the project plan, to program specialists and other subject matter experts during implementation.
- HSN will provide timely responses to project questions and requests for information.
- Up to 260 programs across 65 sites will be configured with the HMIS Template and up to 12 additional forms.
- Forms developed in ETO perform optimally when there are approximately 50 elements/questions, larger forms like VISPDAT may see longer load times, usually under 30s.
- The participant workflow processes across all 260 programs and 65 sites is assumed to be identical and should pull from the most comprehensive version of the program offerings or base solution to be used in whole or in part by other sites.
- Depending on requirements, form design may require sub forms or the need to be split into multiple forms. SSG Consultant will review any forms where this is the case.
- Integration with third-party systems or databases is out of scope for this implementation
- Training is Train the Trainer. SSG allows up to 15 trainees per class. The training hours estimate includes and preparation time.
- Custom user manuals are out of scope for this implementation. A general feature guide will be provided and will be general workflow steps to perform functionality used in the solution
- Changes to custom reports following acceptance is outside the scope of this estimate.

Row #	High Level Tasks	Responsible Party	Roles Involved	Start Date	End Date	Predecessor	Hours	Rate	Cost
1	Project Management	SSG and CoC	SSG Project Manager and Coc Project Manager in All Activities with weekly check ins on progress	1-Apr-19	30-Jun-19	NA	76	$200.00	$15,200.00
2	Project Initiation Meeting	SSG and CoC	SSG Project Manager and Coc Project Manager	1-Apr-19	2-Apr-19	NA	2	$200.00	$400.00
3	Planning Activities (Project Plan, Project Schedule, Communication Plans, etc…)	SSG and CoC	SSG Project Manager and Coc Project Manager	1-Apr-19	5-Apr-19	Row 2	16	$200.00	$3,200.00
4	Project Kick Off	SSG Project Team and Coc Project Team	All Implementation Team Members	8-Apr-19	8-Apr-19	Row 3	8	$200.00	$1,600.00
5	HMIS Template Installation	SSG Developer	SSG Technology Consultant & Developer	9-Apr-19	9-Apr-19	Row 2	8	$250.00	$2,000.00
6	Discovery and Requirments	SSG PM, Coc PM, Coc Subject Matter Experts	SSG PM, Coc PM, Coc Subject Matter Experts	10-Apr-19	19-Apr-19	Row 5	16	$200.00	$3,200.00
7	Design and System Architecture	SSG Solution Architect and Coc SME	SSG Solution Architect and Coc SME	22-Apr-19	24-Apr-19	Row 6	20	$200.00	$4,000.00
8	System Documentation and Review and Acceptance	SSG Solution Architect and PM	System Solution Architect and Coc SME and Leadership	25-Apr-19	1-May-19	Row 7	28	$200.00	$5,600.00
9	ETO Build and Configuration	SSG Technical Consultant	SSG Technical Consultant	2-May-19	15-May-19	Row 8	50	$200.00	$10,000.00
10	Testing and QA	SSG Technical Consultant and Coc System Admin	SSG Technical Consultant and Coc System Admin	15-May-19	17-May-19	Row 9	8	$200.00	$1,600.00
11	System Demonstration	SSG Technical Consultant and Coc System Admin	SSG Technical Consultant and Coc System Admin	20-May-19	20-May-19	Row 10	2	$200.00	$400.00
12	Post Demo System Adjustments	SSG Technical Consultant and Coc System Admin	SSG Technical Consultant and Coc System Admin	21-May-19	24-May-19	Row 11	8	$200.00	$1,600.00
13	Configuration Approval and Acceptance	SSG PM and CoC PM	SSG PM and CoC PM	24-May-19	24-May-19	Row 12	2	$200.00	$400.00
14	Report Consulting	SSG Technical Consultant and Coc System Admin	SSG Technical Consultant and Coc System Admin	15-May-19	31-May-19	Row 8-13	60	$ 200.00	$12,000.00
15	Add On Configuration and Consulting	SSG Technical Consultant	SSG Technical Consultant and Coc System Admin	2-May-19	15-May-19	Row 8-13	20	$200.00	$4,000.00
16	Homeless Data Report Validation and User Set Up	SSG Technical Consultant	SSG Technical Consultant and Coc System Admin	20-May-19	31-May-19	Row 11	24	$200.00	$4,800.00

17	Data Mapping and Data Migration	SSG Technical Consultant and Coc System Admin	SSG Technical Consultant and Coc System Admin	24-May-19	14-Jun-19	Row 13	64	$200.00	$12,800.00
18	Data Migration Testing and Validation and Defect Resolutions	SSG Technical Consultant and Coc System Admin	SSG Technical Consultant and Coc System Admin	27-May-19	14-Jun-19	Row 17	20	$200.00	$4,000.00
19	System Admin Consulting and Knowledge Transfer	SSG Technical and Solution Consultant and Coc System Admin	SSG Technical and Solution Consultant and Coc System Admin	15-May-19	14-Jun-19	Row 8, 2019	24	$200.00	$4,800.00
									$91,600.00

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:

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1 DEFINITIONS

"Users" are 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 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, and designated by a term such as the number of "users", "agencies", "revenues" and the like.

"Order Form" means the document(s), regardless of actual name, executed by the parties which incorporates by reference the terms of this Agreement, and describes order-specific information, such as description of Services ordered, License Metrics, and fees.

"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 other subscription services identified in the Order Form and associated Support.

"Services" means, collectively, the SaaS Services and Professional Services.

"Service Level Agreement" means service level agreement(s) that SSG offers with respect to the SaaS Services, as they may be updated by SSG from time to time. The applicable service level agreements are 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 Agreement and timely payment of the applicable fees, SSG will make the SaaS Services available to Client and its Users in accordance with the applicable Service Level Agreement, the terms of this Agreement and the applicable Order Form 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 the Service Level Agreement.

3.5 Service Availability. SSG will use commercially reasonable efforts to make the Service generally available in accordance with the Service Level Agreement applicable to each Service ("Service Availability"). Service Availability does not include interruption of Service as a result of (i) planned downtime for maintenance (ii) Internet Unavailability, (iii) Independent Client Activity or (iv) force majeure events or other events that are not under SSG's control.

3.6 Support Services. SSG will provide the level of Support specified in the applicable Order Form for the SaaS Services. 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"), and which are identified in the applicable Service Level Agreement. 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 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 licensors; (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 requirement documentation as provided by SSG or by use of non-conforming 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 mutually agreed upon Professional Services for Client described in one or more work orders, work authorizations or statements of work (collectively "*SOW*") as the parties may agree to in writing from time to time as part of an Order Form. Either party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order must specify the change(s) to the Professional Services, and the effect on the time of performance and on the fees owed to SSG, due to the change. Once executed by both parties, a change order will become a part of the SOW.

3.8 Cooperation. Client agrees to provide SSG with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SSG 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.

4 USING THE SAAS SERVICES

4.1 Users. SSG hereby grants Client and it's Users a non-exclusive, non-transferable, worldwide right to access and use the SaaS Services, 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 License Metrics. Use of the SaaS Services is subject to License Metrics set forth in the Order Form. Additional License Metrics must be purchased in the event actual use exceeds the licensed quantity, at SSG's then prevailing prices. Additional License Metrics, if any, are prorated for the remainder of the then-current Term of the applicable Order Form. Client may not decrease the number of License Metrics during the Initial Term or any renewal term.

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 through the Services, and that SSG will not be responsible for the content of any such communications or transmissions. 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. SSG may remove any violating content posted or transmitted through the SaaS Services without notice to Client. SSG may suspend or terminate any 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 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 website, offer products and services related to the Service, 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 or accuracy 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 appropriate users receive initial training services sufficient to enable Client to effectively use the SaaS Services, as applicable. Failure to do so could result in additional fees if service requests are deemed excessive as a result of insufficient training, at SSG's discretion. Support Services 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 taxes (excluding those on SSG's net income) relating to the provision of the Services. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase annually recurring fees upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of invoiced fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments is a material breach of the Agreement and SSG will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 11.4 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. Client agrees to reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features

5.2 Professional Services. On a "Time and Materials" engagement, if an estimated total 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. 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 Travel and Lodging Expenses. SSG's reasonable travel and lodging expenses incurred by SSG in the performance of Services on Client's site will be billed separately at actual cost.

6 PROPRIETARY RIGHTS

6.1 Ownership and Limited License. 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's right to use the Services is personal, non-transferable, non-exclusive and limited to use for its internal business purposes and only for the duration of the Term. Client hereby assigns 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 portions of the SaaS Services or other materials.

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 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. However, 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.

7 WARRANTIES AND DISCLAIMERS.

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

7.2 SSG Warranties. SSG warrants that the SaaS Services, as updated by SSG and used in accordance with the Documentation, will perform substantially in accordance with the Documentation under normal use and circumstances and that the other 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; (ii) the combination, operation or use of the hosted SSG Software with any items not certified 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. Correction for defects or issues traceable to the above warranty exclusions will be billed at SSG's standard time and material charges.

7.3 Disclaimers. SSG, ITS LICENSORS 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, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING SSG MAKES NO PROMISE: (A) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, ALL OF WHICH ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) AS TO ANY THIRD-PARTY PROVIDER OR ANY OF ITS PRODUCTS OR SERVICES, WHETHER OR NOT SSG MAY HAVE DESIGNATED IT OR ITS SERVICES AS "CERTIFIED," "VALIDATED," OR OTHERWISE; (C) THAT THE USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (D) THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (E) THAT ANY CLIENT DATA WILL BE ACCURATELY OR RELIABLY STORED, (F) THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED, OR (G) THAT THE SERVICE WILL BE FREE OF ANY VIRUS OR OTHER HARMFUL COMPONENT, ALTHOUGH SSG WILL NOT KNOWINGLY INSERT ANY SUCH HARMFUL CODE.

8 INDEMNIFICATION

8.1 SSG Indemnity. SSG agrees to defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages 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 U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify it 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 unused portion of any fees paid 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 made by Client or any third party for the 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. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the Client with respect to any claim 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 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, 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 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 (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. The foregoing limitation will not apply to either party's indemnity obligations set forth in Section 8 of the Agreement. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SSG AND ITS LICENSORS AND SUPPLIERS 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**".

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 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 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 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 MISCELLANEOUS

12.1 Compliance. During the term of the Agreement and for a period of one year following its termination, SSG will have the right to verify Client's full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, Client agrees to reimburse SSG for the reasonable costs and expenses of such verification process incurred by SSG (including but not limited to reasonable attorneys' fees), and 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. This Agreement is governed by the laws of the State of Texas without giving effect to its conflict of law provisions. Any dispute will be litigated in the state or federal courts located in Travis County in the State of Texas to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in Texas under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. The parties agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement. 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)), (c) the first business day after sending by facsimile, or (d) 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, or the address set forth in the Order Form for Client. Either party may designate, by Notice to the other, substitute addresses, addressees or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, addressees or facsimile numbers.