

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Second Amendment**

THIS AMENDMENT (this “Amendment”) is made as of May 1, 2021, in San Francisco, California, by and between **Collection Solutions Software, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below);  
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period and increase the contract amount;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term “Agreement” shall mean the Agreement dated November 4, 2016 between Contractor and City, as amended by the:

First amendment,	dated December 17, 2019, and
Second amendment,	dated May 1, 2021.

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 3.** Section Term of the Agreement currently reads as follows:

3. Term of the Agreement. Subject to Section 2, the term of the implementation, professional services and training services detailed in this Agreement and Exhibits shall be from 12/01/2016 through 11/30/2021 with two options to renew for an additional two years each at the City's sole and absolute discretion subject to the limitation that annual price increases shall be capped at 3 percent of the prior year, at a cost not to exceed 3 percent greater than year 5 annually.

**Such section is hereby amended in its entirety to read as follows:**

3. Term of the Agreement. Subject to Section 2, the term of the implementation, professional services and training services detailed in this Agreement and Exhibits shall be from 12/01/2016 through 11/30/2023 with one option to renew for an additional two years at the City's sole and absolute discretion subject to the limitation that annual price increases shall be capped at 3 percent of the prior year, at a cost not to exceed 3 percent greater than year 5 annually.

**2b. Section 11.** Section **Compensation** of the Agreement currently reads as follows:

**11. Compensation** No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by City as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

**a. SaaS Implementation and Training Services:** shall be rendered pursuant to Exhibit 1, attached hereto and incorporated by reference as though fully set forth herein. The breakdown of costs associated with the SaaS Implementation and Training Services appear in Exhibit 3 ("Calculation of Charges"), attached hereto and incorporated by reference as though fully set forth herein. Compensation for services rendered pursuant to Exhibit 1 shall be made in monthly payments on or before the 30th day of each month for work that City, in its reasonable discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount for SaaS Implementation and Training Services under this Agreement exceed **one hundred eighty thousand dollars and zero cents (\$180,000.00)** over the 5-year term.

**b. SaaS Application and Hosted Services:** SaaS Application and Hosted Services shall be rendered pursuant to Exhibit 2, attached hereto and incorporated by reference as though fully set forth herein. The breakdown of costs associated with the SaaS Application and Hosted Services appear in Exhibit 3 ("Calculation of Charges"), attached hereto and incorporated by reference as though fully set forth herein. Compensation for services rendered pursuant to Exhibits 2 shall be made in quarterly payments, based on a calendar year, on or before the 1st day of each quarter. In no event shall the amount for SaaS Application and Hosted Services, inclusive of Implementation and Training Services, Professional Services, Bank of Hours and CSS IMPACT Financial Ecosystem AWS FedRAMP Cloud, under this Agreement exceed **two million seven hundred sixteen thousand one hundred forty-three dollars and zero cents (\$2,716,143.00).**

**Such section is hereby amended in its entirety to read as follows:**

**11. Compensation** No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by City as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

**a. SaaS Implementation and Training Services:** shall be rendered pursuant to Exhibit 1, attached hereto and incorporated by reference as though fully set forth herein. The breakdown of costs associated with the SaaS Implementation and Training Services appear in Exhibit 3.2 ("Calculation of Charges"), attached hereto and incorporated by reference as though fully set forth herein. Compensation for services rendered shall be made in monthly payments on or before the 30th day of each month for work that City, in its reasonable discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount for 3A. SaaS Implementation and Training Services under this Agreement, inclusive of 3C. Professional Services, 3D. Bank of Hours, 3E. CSS IMPACT Financial Ecosystem AWS FedRAMP Cloud and 3F. CSS IMPACT HD Ai Digital Engagement Platform Payment Portal Milestone Phases, exceed **one million five hundred eighty-nine thousand fifteen dollars and zero cents (\$1,589,015.00).**

**b. SaaS Application and Hosted Services:** SaaS Application and Hosted Services shall be rendered pursuant to Exhibit 2, attached hereto and incorporated by reference as though fully set forth herein. The breakdown of costs associated with the SaaS Application and Hosted Services appear in Exhibit 3.2 ("Calculation of Charges"), attached hereto and incorporated by reference as though fully set forth herein. Compensation for services rendered shall be made in quarterly payments, based on a calendar year, on or before the 1st day of each quarter. In no event shall the amount for 3B. SaaS Application and Hosted Services, inclusive of 3E. CSS IMPACT Financial Ecosystem AWS FedRAMP Cloud monthly user licenses, and 3F. CSS IMPACT HD Ai Digital Engagement Platform Payment Portal with a maximum of 116,316 number of HD | Ai Digital Engagement Platform Payment Portal Transactions ( $116,316 * \$0.95$ ) and/or a maximum of 266,667 number of SMS HD | Text Broadcaster Text Message Segments ( $266,667 * \$0.045$ ) under this Agreement exceed **two million two hundred two thousand nine hundred sixteen dollars and zero cents (\$2,202,916.00) .**

**2c. Exhibit 3.1.** Exhibit 3.1 is hereby replaced in its entirety by Exhibit 3.2, attached to this Amendment and fully incorporated within the Agreement.

**2d. Exhibit 10.** Exhibit 10 is hereby added to the Amendment and fully incorporated within the Agreement.

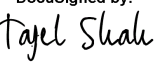
**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

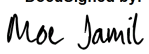
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DocuSigned by:  
  
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**Tajel Shah**  
**Chief Assistant Treasurer**  
**Office of the Treasurer and Tax Collector**

Approved as to Form:

Dennis J. Herrera  
City Attorney

DocuSigned by:  
  
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By: \_\_\_\_\_  
Moe Jamil  
Deputy City Attorney


Approved:

DocuSigned by:  
  
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**Sailaja Kurella**  
**Acting Director of the Office of Contract**  
**Administration, and Purchaser**

**CONTRACTOR**

Collection Solutions Software, Inc.

DocuSigned by:  
  
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**Carl A. Briganti**  
**President**  
**5950 Canoga Ave. Suite 120**  
**Woodland Hills, Ca 91367**

City vendor number: 98449  
City supplier number: 22572

### Exhibit 3.2 Calculation of Charges

#### 3A. Implementation and Training Services

1.	Statement of work and Calculation of Charges	\$4,950
2.	Project Management Plan Cost	\$91,093
3.	Discovery Cost	\$171,400
4.	SaaS/ Software Environment Installation	\$35,762
5.	Product Configuration Cost	\$276,800
6.	Platform Migration Cost	\$123,200
7.	Training Cost	\$180,000
8.	Acceptance for Production Cost	\$151,360
9.	Go Live Date Final Staging Cost	\$38,400
<b>TOTAL:</b>		<b>\$1,072,965.00</b>

#### 3B. SaaS Application and Hosted Services

<b>Original</b>		
1	HD™ 2.0 I Hosted 100 Users Licenses	\$20,990/mo (for 84 months)
2	HD™ 2.0 I Hosted 100 Additional Users Licenses	
3	HD™ 2.0 J 30 Dialer users (10 users already included)	
4	HD™ 2.0 J Dialer license rate above 30 users \$149/mo.	
5	HD™ 2.0 I Dialer talk time 2.4c/minute for dialer usage fee	
6	HD™ 2.0 I Portfolio Platform Plug-in	
7	HD™ 2.0 I Legal Platform Plug-In	
8	HD™ 2.0 I Financial Compliance on Demand	
9	HD™ 2.0 I Analytics & Dashboard 20 users	
10	HD™ 2.0 I Ad-hoc DB Report Writer 20 users	
11	HD™ 2.0 I User Defined Data Grids	
12	HD™ 2.0 I SOD Workflow Manager (Adv. Version)	
13	HD™ 2.0 I DJD (Dynamic Job Distributor)	
<b>Subtotal</b>		<b>\$1,763,160.00</b>
<b>1st Amendment</b>		
14	HD™ 2.0   FedRAMP AWS Hosted 200 Users Licenses Increase	\$6,297/mo (for 48 months)
<b>Subtotal</b>		<b>\$302,256.00</b>
<b>TOTAL Not to Exceed</b>		<b>\$2,065,416.00</b>

Plus 2.4c/minute for dialer usage fee not to exceed \$15,000.00

**3C. Professional Services Agreement.** Contractor to make available to the City an additional 370 hours of professional services to be used only if requested by the City for the purposes of configuration changes, data improvements, reporting, modifications, enhancements and other professional services required in connection with the Agreement. The Contractor shall charge the City \$185 per hour (not exceed \$68,450) for such services. The City shall only be liable for payment for the hours requested and used by the City.

**3D. Bank of Hours Agreement.** If essential changes occur during the course of this implementation project, including but not limited to existing business workflow or operational process changes, unforeseen or unaccounted for changes, or functionality that requires a modification, reconfiguration, or implementation of new functionality the amount of forty-nine thousand nine hundred fifty dollars (\$49,950) will be held in contingency to account for these circumstances. These change needs will be considered as part of the Scope of Work in Exhibit 1 and included within the scope of this implementation project. Use of these funds will be agreed upon by both parties as part of the change order process and based on standard hourly rates that are included in Exhibit 3C (Professional Services) and Exhibit 3 (Calculation of Charges).

**3E. CSS IMPACT Financial Ecosystem AWS FedRAMP Cloud.** As described in Exhibit 9, Contractor will migrate current CSF IMPACT Ecosystem Cloud environment into CSS's FedRAMP AWS Certified Cloud for a one-time cost of \$99,250.

**3F. CSS IMPACT HD | Ai Digital Engagement Platform Payment Portal.** As described in Exhibit 10, Contractor will implement, configure and bring online the CSS IMPACT HD | Ai Digital Engagement Platform Payment Portal (SFMTA Online Payment Portal) within the current San Francisco CSS IMPACT | HD 2.0 Ecosystem AWS FedRAMP environment.

**Project Implementation One Time Cost Payment Schedule is as follows:**

<b>MILESTONE PHASE COMPLETION</b>	<b>PAYMENT</b>
PHASE 1 – PROJECT LAUNCH	\$18,650
PHASE 2 – DISCOVERY	\$37,300
PHASE 3 – ASSESMENT & PLANNING	\$18,650
PHASE 4 – INTEGRATIONS AND WORKFLOWS	\$74,600
PHASE 5 – CONFIGURATION & TRAINING	\$74,600
PHASE 6 – VALIDATION & TESTING	\$37,300
PHASE 7 – ONLINE PORTAL GO-LIVE	\$37,300
<b>PROJECT TOTAL</b>	<b>\$298,400</b>

**Recurring Costs:**

HD | Ai Digital Engagement Platform Payment Portal

Service Fee of \$0.95 per Payment Transaction

\*billed monthly at the end of each month\*

Fees shall not exceed \$110,500.00 or 116,316 number of Payment Transactions (116,316 \* \$0.95) during the terms of the contract.

SMS HD | Text Broadcaster

Message Fee of \$0.045 per Text Segment (a segment = 160 characters per text message)

\*billed monthly at the end of each month\*

Fees shall not exceed \$12,000.00 or 266,667 number of Text Message Segments (266,667 \* \$0.045) during the terms of this contract.

**In no event shall the amount of this contract exceed three million seven hundred ninety-one thousand nine hundred thirty-one dollars and zero cents (\$3,791,931.00).**

**Exhibit 10**  
**CSS IMPACT HD Ai Digital Engagement Platform Payment Portal**

**Project Scope**

This project applies to the deployment of the CSS IMPACT HD | Ai Digital Engagement Platform Payment Portal.

**Specifications & Requirements**

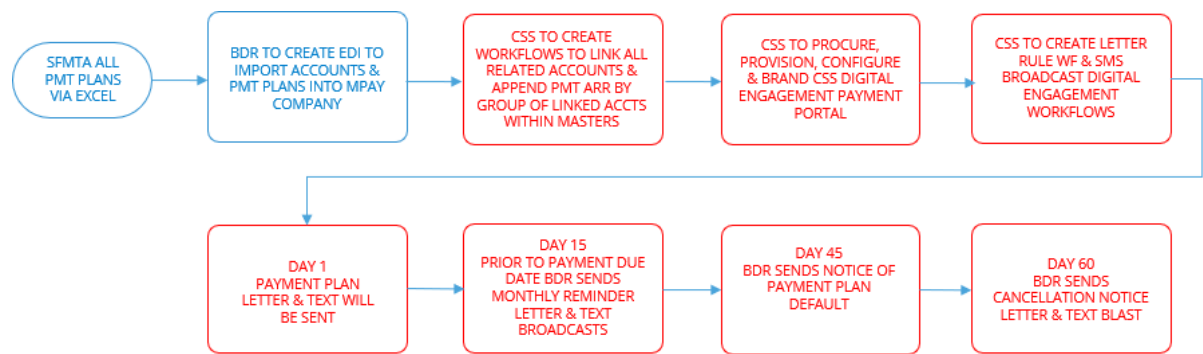
Project specifications and requirements are to implement, configure, and bring online the CSS IMPACT HD | Ai Digital Engagement Platform Payment Portal (SFMTA Online Payment Portal) within the current San Francisco CSS IMPACT | HD 2.0 Ecosystem AWS FedRAMP environment.

**Project Deliverables & Requirements**

Project deliverables & requirements for account onboarding are specified as follows:

- 1. BDR to create import EDI to load SFMTA account payment plans into CSS – Company “MPAY”
- 2. CSS to create Workflows to link all related accounts and append respective payment arrangements by grouping of lined accounts within master.
- 3. CSS to create Letter Workflow rules and SMS Broadcast Digital contact engagement workflows for Day 1, Day 15, Day 45, and Day 60.

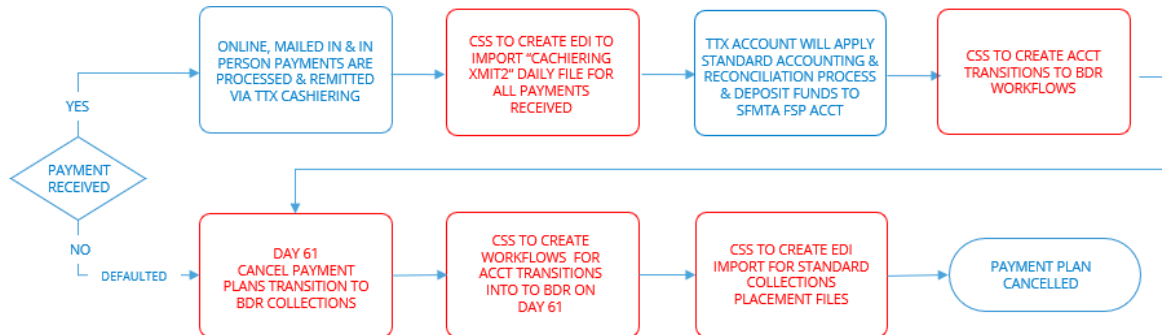
Project deliverables & requirements for account onboarding illustrated below.



Project deliverables & requirements for payments received are specified as follows:

1. CSS to create EDI to import “Cashiering XMIT2” daily file for all payments received.
2. CSS to create Workflows for accounts that transition to BDR once defaulted.
3. CSS to create EDI to import standard collections placement files.

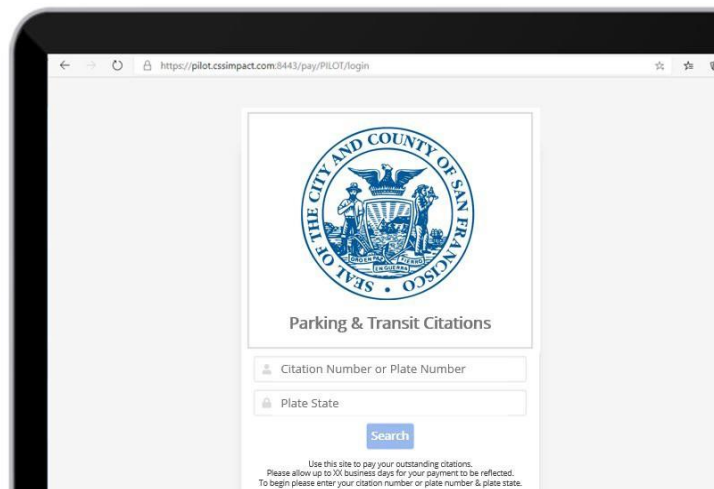
Project deliverables & requirements for payments received illustrated below.



## PAYMENT PORTAL SITE LOGIN SCREEN

Payment portal site login screen for “Parking & Transit Citations”.

**parking & transit  
citations**  
payment portal site  
login screen

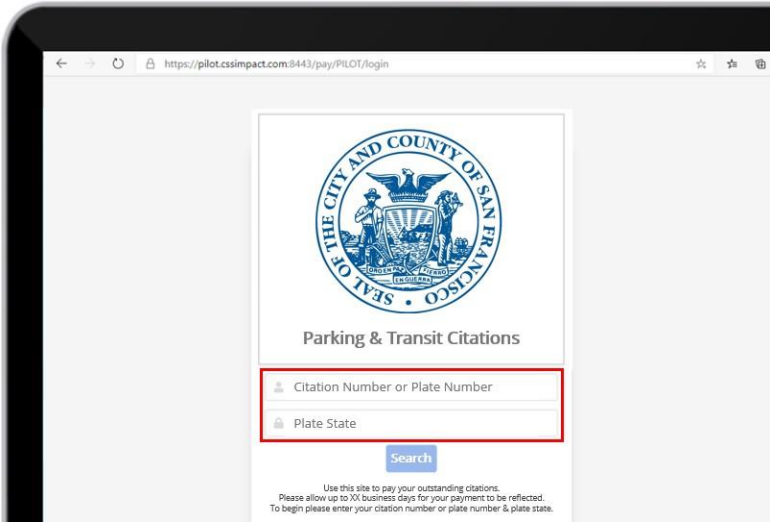




Payment Portal Site Search Options

Payment portal site search options for “Parking & Transit Citations”.

- portal login may be searched by
- a) citation or plate number and
  - b) plate state



Payment Portal User Home Screen

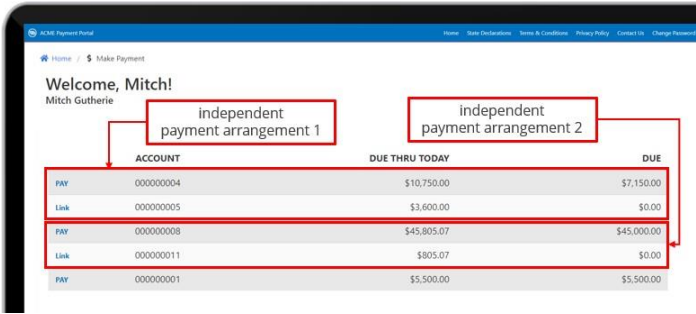
Payment portal user home screen display all accounts grouped by individual active paymentarrangements belonging the specific debtor as well as single independent accounts.

Individual active payment arrangements home screen selection illustrated below.

payments may be made by selecting a:

- a) specific independent payment arrangement
- or
- b) single independent account

parking & transit  
citations  
payment portal site  
home screen

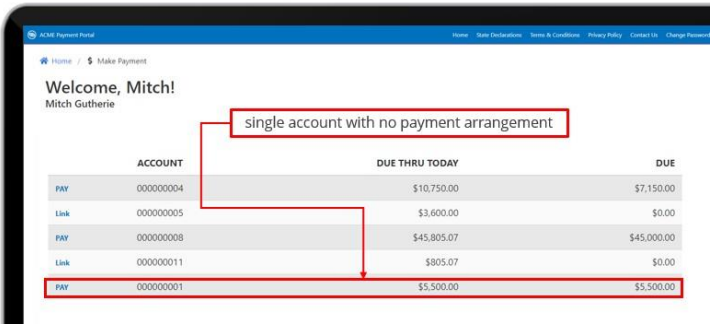


Individual active independent account home screen selection illustrated below.

parking & transit  
citations  
payment portal site  
home screen

payments may be made by selecting a:

- a) specific independent payment arrangement
- or
- b) single independent account



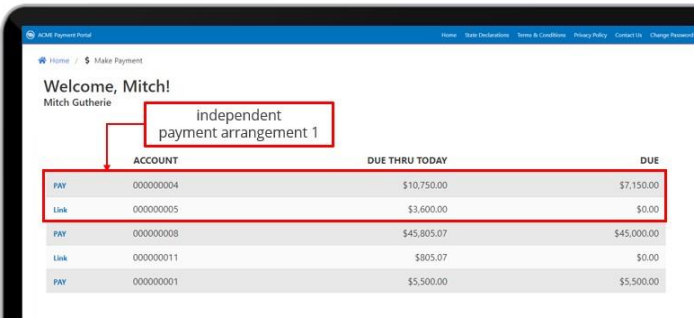
Payment Portal Workflow Rules Engine

The Payment portal workflow rules engine governs all payment arrangement rules as illustrated below.

parking & transit  
citations  
payment portal  
workflow rules engine

all payment arrangements rules can:

- a) trigger automated notices and/or texts + reminders
- b) apply specific new status to reflect default stage
- c) govern each payment plan independently & not allow new citations to be appended unless there is a manual override



Payment Portal Payment Arrangements

The Payment portal payment arrangements can be pre-set by an authorized agent or systematically.

all payment arrangements are pre-set by either:

- a) an agent
- or
- b) an automated IMPACT system workflow process

parking & transit  
citations  
payment portal  
payment arrangements

	ACCOUNT	DUE THRU TODAY	DUE
PAY	000000004	\$10,750.00	\$7,150.00
Link	000000005	\$3,600.00	\$0.00
PAY	000000008	\$45,805.07	\$45,000.00
Link	000000011	\$805.07	\$0.00
PAY	000000001	\$5,500.00	\$5,500.00

Payment Portal Payment Options

The Payment portal offers several types of payment options as illustrated below.

once a payment arrangement is selected offer 3 payment options

- a) payment in full
- b) one-time partial payment
- c) pay on a recurring basis

Payment

Make payment in full in the amount of \$7,150.00

Pay Now

option "a"

One-Time Payment

Make a one-time payment on the account

Make One-Time Payment

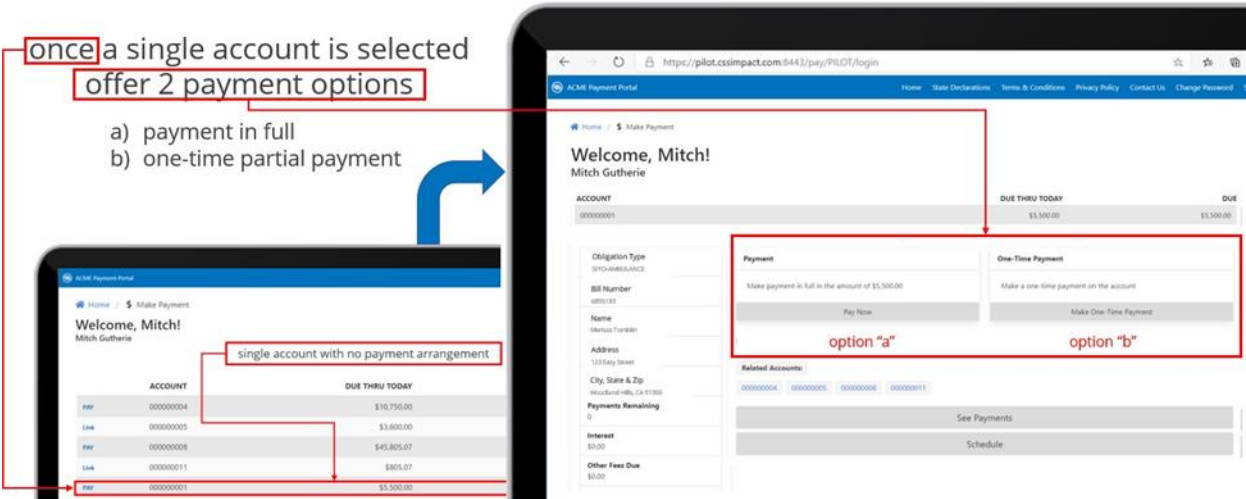
option "b"

Recurring Payments

Make recurring payments on this account

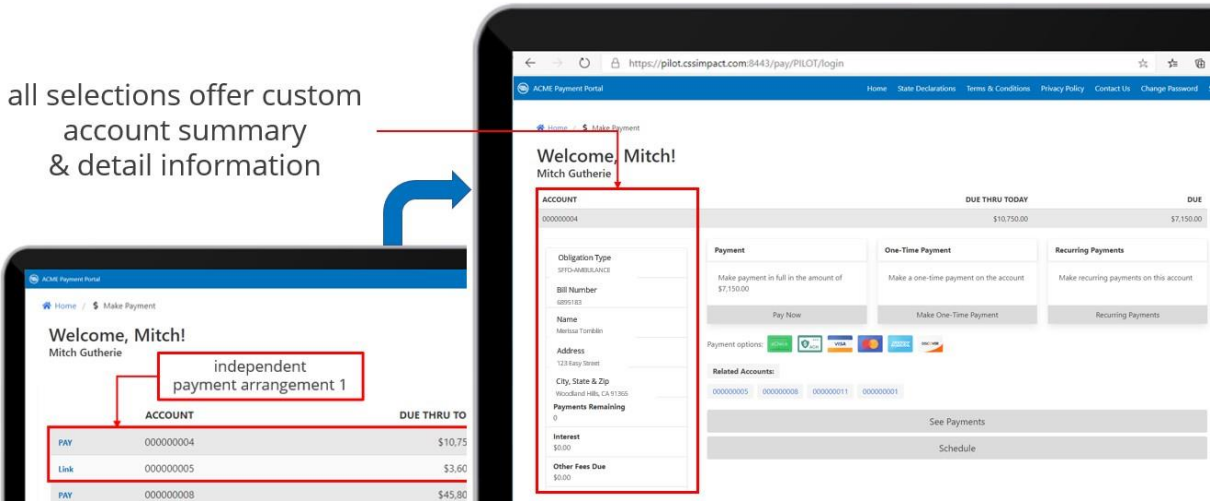
Recurring Payments

option "c"



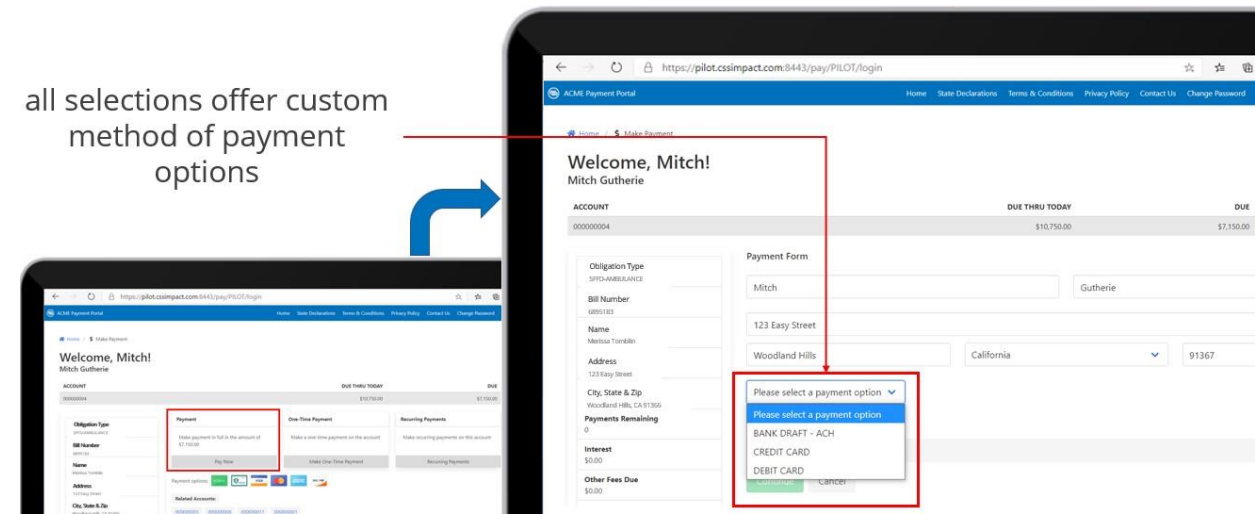
Payment Portal Account Information Data Panel

The Payment portal custom account data side panel.



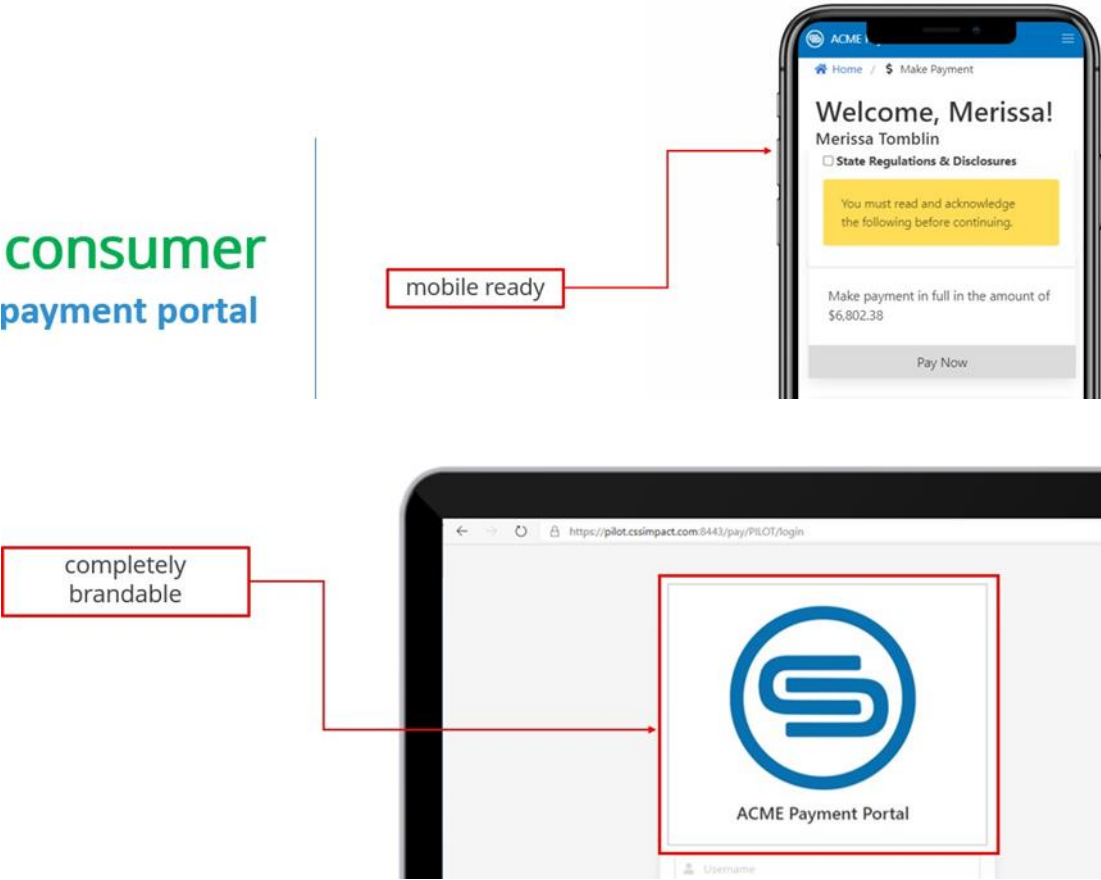
Payment Portal Method Of Payments

The Payment portal payment screen is offered once a payment option has been selected.



Payment Portal Portability & Branding

The Payment portal is mobile ready as well as fully user-brandable.



## Payment Portal User Admin Panel

The Payment portal user admin interface panel allows you to self-define virtually every part of the portal without any programming or coding.

consumer  
admin portal

self configurable  
portal  
information

add your own  
logos

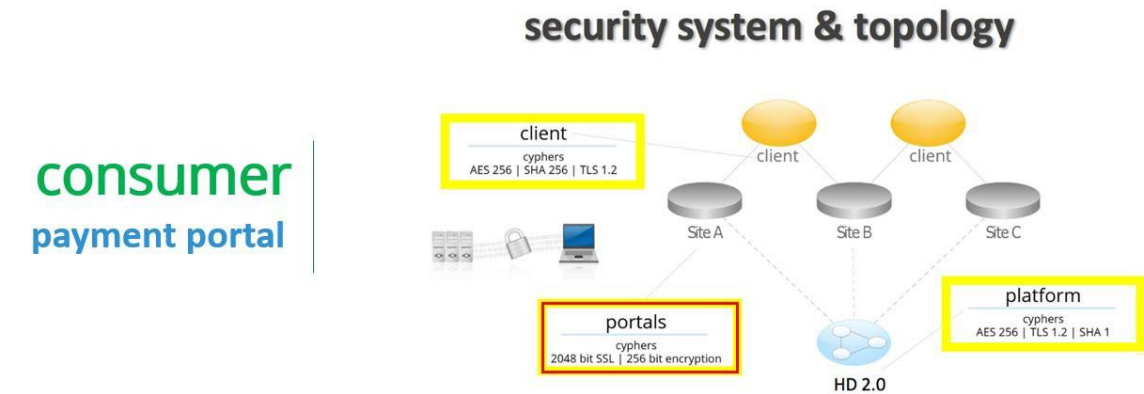
consumer  
admin portal

customize tile  
labels, content &  
buttons

customize header  
information

Payment Portal Security

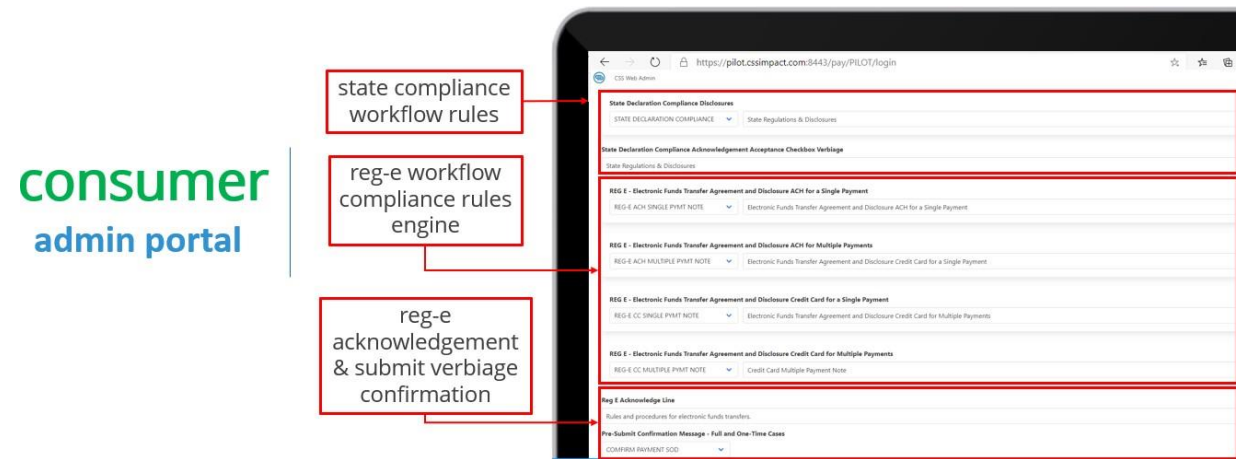
The Payment portal has a full suite of cyber-security communication protocol protections such as data in transit & data at rest encryptions as well as PCI compliant financial tokenization data exchange with virtually all gateway payment processors.



Payment Portal Compliance

The CSS IMPACT HD | Ai Digital Engagement Platform Payment Portal user admin panel enables and administrator to custom craft all compliance logic and verbiage displayed throughout the portal, as well as customized Reg-E payment disclosure acknowledgements with transcripts of acceptance.

Every action that the consumer makes it is captured and transcripts of such are appended within the account notes.



## Project Phase Milestone & Timelines

Defined below are the CSS IMPACT HD | Ai Digital Engagement Platform Payment Portal project phase Milestones with their respective deliverables & timelines.

PHASE 1	
<b>PROJECT LAUNCH</b> WEEK 1	Project Management Portal
	Kick-Off Meeting
	Resource Assignment
	Infrastructure Consumer Digital Ecosystem Portal Stood Up

PHASE 2	
<b>DISCOVERY</b> WEEKS 2-3	Gap Analysis
	Body of Work Established from Gap Analysis

PHASE 3	
<b>ASSESSMENTS &amp; PLANNING</b> WEEKS 4-5	Project Plan Established from Body of Work Assessment
	Project Teams and Resources Assigned

PHASE 4	
<b>INTEGRATIONS &amp; WORKFLOWS</b> WEEKS 6-9	Data Interfaces Specifications
	Workflows Specifications

PHASE 5	
<b>CONFIGURATION &amp; TRAINING</b> WEEKS 10-12	Portal Branding & SOD Workflow Configurations
	Portal Admin User Training



PHASE 6	
<b>VALIDATION &amp; TESTING</b> WEEKS 13-14	Portal end-to-end Testing
	Workflows, EDIs and Integrations end-to-end Testing

PHASE 7	
<b>ONLINE PORTAL GO LIVE</b> WEEK 15	Portal EDIs, Workflows, & Integrations are now live
	Accounting & Consumer Digital Engagements now live

PHASE 8	
<b>POST IMPEMENTATON SUPPORT</b> WEEK 16	Portal EDIs, Workflows, & Integrations are now live
	Accounting & Consumer Digital Engagements now live

## Dependencies

CCSF IMPACT Administrators & SMEs to collaborate with CSS and deliver of all EDI record layouts, sample files and Workflow Logic specifications for all respective deliverables defined within this SOW.