

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

**Third Amendment**

THIS AMENDMENT (this “Amendment”) is made as of September 1, 2023 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; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposals (RFP) issued September 4, 2015 and this modification is consistent therewith; and

WHEREAS, approval for this Amendment was obtained on 12/12/2019 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number 49381-16/17 in the amount of \$2,175,000 for the period commencing 12/1/2016 and ending 11/28/2026; and

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

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, and
Third amendment,	dated September 1, 2023

**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 11/30/2023 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.

**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 11/30/2025, 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 11. 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 3.2 ("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)** .

**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 eight hundred seventy-seven thousand, four hundred and sixty dollars and zero cents (\$2,877,460.00)** .

**2c. Exhibit 3.2.** Exhibit 3.2 is hereby replaced in its entirety by Exhibit 3.3, attached to this 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 December 1, 2023.

**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**


Recommended by:

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

Approved as to Form:

David Chiu  
City Attorney

By: DocuSigned by:  
  
DBDA121BAB35448...  
Moe Jamil  
Deputy City Attorney


Approved:

DocuSigned by:  
  
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Sailaja Kurella  
Director of the Office of Contract  
Administration, and Purchaser  
ANNYSE ACEVEDO

**CONTRACTOR**

Collection Solutions Software, Inc.

DocuSigned by:  
  
BD2BDBC28E2C4E6

Carl A. Briganti  
President  
5950 Canoga Ave. Suite 120  
Woodland Hills, CA 91367

City vendor number: 98449  
City supplier number: 22572

### Exhibit 3.3 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>
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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>
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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>

As of December 1, 2023 SaaS Application and Hosted Services shall reflect a 3% increase as listed below:

New Monthly Rate	December 1, 2023- November 30, 2024	December 1, 2024- November 30, 2025	<b>TOTAL</b>
Hosting 1-13: \$21,620	\$259,440	\$259,440	<b>\$518,880</b>
Hosting 14: \$6,486	\$77,832	\$77,832	<b>\$155,664</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>
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**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 four million four hundred and sixty-six thousand, four hundred and seventy-five dollars and zero cents (\$4,466,475.00).**