

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

Fourth Amendment

THIS AMENDMENT (this “Amendment”) is made as of **June 23, 2025**, 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, increase the contract amount, and update standard contractual clauses; 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 6/16/2025 from the Department of Human Resources on behalf of the Civil Service Commission under PSC number DHRPSC0002074 in the amount of \$2,175,000 for the period commencing 12/1/2016 and ending 12/1/2036; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by **[insert resolution number]** on **[insert date of Board action]**.

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. San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

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

2. Modifications to Term of 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 11/30/2025, 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.

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

3. Term of the Agreement. Subject to Section 2, the subscription licensing costs and as needed professional services for requested changes and modifications detailed in this Agreement and Exhibits shall be from 12/01/2016 through 11/30/2030 with one option to renew for an additional five 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 3.2 ("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) .**

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. In no event shall the amount of this Agreement exceed **six million, nine hundred nineteen thousand, five hundred forty-seven dollars and eighty-five cents (\$6,919,547.85).** 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. Professional 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 Professional Services appear in Exhibit 3.4 ("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, 3D, 3E, and 3F exceed **one million five hundred eighty-nine thousand fifteen dollars and zero cents (\$1,638,965)**.

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 3.4 ("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, and 3G under this Agreement exceed **five million, two hundred eighty thousand, five hundred eighty-two dollars and eighty-five cents (\$5,280,582.85)**.

2c. Exhibit 3.3. Exhibit 3.3 is hereby replaced in its entirety by Exhibit 3.4, 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 **June 23, 2025**.

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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David Augustine
Tax Collector
Office of the Treasurer and Tax Collector

Approved as to Form:

David Chiu
City Attorney


By: 
DBDA121BAB35448...
Moe Jamil
Deputy City Attorney

Approved:

Sailaja Kurella
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 Supplier Number: 22572

Exhibit 3.4 Calculation of Charges

Original

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
Total:		\$1,072,965.00

3B. SaaS Application and Hosted Services

1.	HD™ 2.0 I Hosted 100 Users Licenses	\$20,990/mo (for 60 months, Years 1-5)
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)	
Total:		\$1,259,400.00

Plus 2.4c/minute for dialer usage fee and 0.95/transaction for the SFMTA Portal not to exceed **\$15,000.00**. At the end of each year, a true-up reconciliation will be conducted to adjust for actual usage costs, which may result in either additional charges or credits of \$15,000.00 based on the final usage amount relative to the \$15,000 cap.

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).

Contract Total: \$2,465,765.00

1st Amendment

3B. SaaS Application and Hosted Services

14. HD™ 2.0 | FedRAMP AWS Hosted 200
Users Licenses Increase
- \$6,297/mo (for 24 months, Years 4-5)

Total:

\$ 151,128.00

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.**

Contract Total: \$2,716,143.00

2nd Amendment**3B. SaaS Application and Hosted Services**

Term Year	Hosting Services	FedRAMP	Total
Year 6: December 1, 2021- November 30, 2022	Monthly Rate: \$20,990 Annual: \$251,880	Monthly Rate: \$6,297 Annual: \$75,564	Year 6: \$327,444
Year 7: December 1, 2022- November 30, 2023	Monthly Rate: \$20,990 Annual: \$251,880	Monthly Rate: \$6,297 Annual: \$75,564	Year 7: \$327,444
	Total		\$ 654,888.00

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:

MILESTONE PHASE COMPLETION	PAYMENT
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
PROJECT TOTAL	\$298,400

3G. 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.

Contract Total: \$3,791,931.00

3rd Amendment

In Year 8 and Year 9 beginning December 1, 2023 **3B. SaaS Application and Hosted Services** shall reflect a 3% increase as listed below:

Term Year	Hosting Services	FedRAMP	Total
Year 8: December 1, 2023- November 30, 2024	Monthly Rate: \$21,620	Monthly Rate: \$6,486	Year 8: \$337,272
	Annual: \$259,440	Annual: \$77,832	
Year 9: December 1, 2024- November 30, 2025	Monthly Rate: \$21,620	Monthly Rate: \$6,486	Year 9: \$337,272
	Annual: \$259,440	Annual: \$77,832	
	Total		\$ 674,544.00

Contract Total: \$4,466,475.00

4th Amendment

In Year 11 beginning December 1, 2026 **3B. SaaS Application and Hosted Services** shall reflect a 3% increase annually as listed below:

Term Year	Hosted Services	FedRAMP	Total
Year 10: December 1, 2025- November 30, 2026	Monthly Rate: \$21,620 Annual: \$259,440	Monthly Rate: \$6,486 Annual: \$77,832	Year 10: \$337,272
Year 11: December 1, 2026- November 30, 2027 *3% increase	Monthly Rate: \$22,268.60 Annual: \$267,223.20	Monthly Rate: \$6,681 Annual: \$80,166.96	Year 11: \$347,390.16
Year 12: December 1, 2027- November 30, 2028 *3% increase	Monthly Rate: \$22,936.66 Annual: \$275,239.90	Monthly Rate: \$6,881 Annual: \$82,571.97	Year 12: \$357,811.86
Year 13: December 1, 2028- November 30, 2029 *3% increase	Monthly Rate: \$23,624.76 Annual: \$283,497.09	Monthly Rate: \$7,087 Annual: \$85,049.13	Year 13: \$368,546.22
Year 14: December 1, 2029- November 30, 2030 *3% increase	Monthly Rate: \$24,333.50 Annual: \$292,002.01	Monthly Rate: \$7,300 Annual: \$87,600.60	Year 14: \$379,602.61
	Total		\$1,790,622.85

3D. Bank of Hours Agreement. Unused professional service hours and contingency funds from the Original agreement for implementation and other enhancements will be repurposed into this Bank of Hours Agreement. An additional **\$49,950** shall be added under the 4th Amendment to this bank of hours.

3G. 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 annually or **\$552,500** (581,579 number of Payment Transactions

* \$0.95) during the terms of the 4th Amendment.

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 annually or **\$60,000.00** (1,333,335 number of Text Message

Segments * \$0.045) during the terms of this 4th Amendment.

Contract Total: \$ 6,919,547.85