

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Court-related Programs

Department contract file name (use effective date): Bonterra -Court Programs \_04/01/2024

Project Code: Bonterra -Court Programs \_04/01/2024

Contract type: Software/IT Support

Contracted Services/Goods:

Contract Component: Other

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Bonterra

Effective Date: 04/01/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: 6/30/2029

Total Amount: Click here to enter text.

Please Return Contract to:

Name: Renita Foxx

Email:

renita.foxx@chathamcountync.gov

Special Instructions for Clerks

Office:

2. Department Head or his/her designee has read the contract in its entirety.

By: *Renita Foxx* (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

**Bill To:**  
 Chatham County  
 12 East Street  
 Pittsboro, North Carolina 27312  
 United States

## ORDER FORM

The contents of this Order Form may not be duplicated, used, or disclosed in whole or in part for any purpose other than for internal evaluation without express written permission of Bonterra Tech LLC (f/k/a Social Solutions Global, Inc.) ("Bonterra"). The Parties hereby agree as follows:

Subscription Products and Services				
SKU	Product Name and Description	Quantity	License Metric	Billing Frequency
Apricot-PB	<p>Apricot 360 Bundle            The Apricot 360 license includes 10GB of database storage with two User licenses designated with Administrator privileges. Each Administrator seat is provided with basic training. Additional licenses for Users or designated Administrators may be purchased on a per-user basis. For applicable terms and conditions, please see the Master Services Agreement at <a href="https://www.socialsolutions.com/legal">https://www.socialsolutions.com/legal</a></p>	10.00	Per User	Annually
AprBscSupport	<p>Basic Support Package            Includes 60 Tier 1 cases/ year. Cases addressing code defects, system outages, or service performance are not included in the count of cases per client            Overages are totaled at the end of the year and billed to client at \$50/case</p>	1.00	Fee	Annually
AprBscTraining	<p>Basic Training Package            Unlimited access to on-demand Apricot training, including:</p> <ul style="list-style-type: none"> <li>• Live Apricot New User Webinars</li> <li>• Live Apricot Setup Webinars</li> <li>• End User Training Library</li> <li>• Administrator Video Library</li> </ul> <p>Self-signup Link: <a href="https://socialsolutions.litmos.com/self-signup/">https://socialsolutions.litmos.com/self-signup/</a>            Code: Essentials Admin             Contact: <a href="mailto:training@socialsolutions.com">training@socialsolutions.com</a></p>	1.00	Fee	Annually
			<b>Annual Amount USD</b>	<b>9,360.00</b>
			<b>Initial Invoice Amount USD</b>	<b>9,360.00</b>

Professional Services and Training				
SKU	Product Name	Quantity	Sales Price	Payment Terms
Apr360Standard	Apricot 360 Standard Implementation Twelve (12) week Professional Services engagement to implement one program in Apricot 360.	1.00	\$7,995.00	100% Upfront
Apr5AddFormsExpPck	Apricot 5 Forms Expansion Pack	1.00	\$2,200.00	100% Upfront

Three (3) week PS Engagement to assist in implementation/expansion of an Apricot subscription.

Apr10AddHrsExpPck	Apricot 10 Consult Hours Expansion Pack Three (3) week add-on to support an implementation or expansion of an Apricot solution.	2.00	\$5,600.00	100% Upfront
			<b>Total Sales Price USD</b>	<b>15,795.00</b>

### Terms and Conditions

**Start Date:** May 01, 2024

**Initial Invoice Period (months):** The "Initial Invoice Period" covers fees for the first 12 months from the Start Date.

**Term (Months):** The "Term" is 12 months from the Start Date. This Order Form is non-cancelable prior to the end of the Term.

**Storage space:** Storage space for database records and all file and photo storage is included for the SaaS Services with a minimum limit of 5GB or the amount of storage space as noted in the Subscription Product description above. Client may purchase additional storage space at Bonterra's then prevailing rates. System reviews of the amount of storage space being used by Client will be performed periodically. If Client is using more than the allotted storage space included herein, Client will be invoiced for the additional storage usage upon the earlier of (i) discovery of the storage space overage or (ii) then next invoice cycle.

**Annual Rate Increases:** Any Subscription Products and Services purchased on an annual basis are subject to annual rate increases.

**Users:** "Users" means an individual identifiable by a name and excludes concurrent users. "Administrator" means the dedicated and name User of Client identified as the individual who shall be responsible for Client's Users, to attend and complete training, administer licenses and to be the technical point of contact on Client's behalf pertaining to Support and Services. "Guest Users" are users with limited access activated through the Guest User Module, if included herein. Client shall not permit Users to share User identifications and passwords, nor allow for multiple users under the same license.

**License Metric:** Client may not decrease the number of licenses for its Users during the Term of the Order Form. Upon termination of this Order Form, all licenses granted to Client with respect to the Services included in this Order Form shall automatically terminate and Client shall immediately discontinue its use thereof. System reviews of the number of Users will be performed periodically. If Client is using more than the purchased number of licenses included herein, Client will be invoiced for the additional Users it's the earlier of discovery or the next invoice cycle. If at any time, additional Users licenses are added, such additional User licenses will be invoiced at the then prevailing rate on a per license basis to coincide with the Term of the Services.

**Support Level:** Unless otherwise stated in the Order Form, the customer will receive the basic Support package as outlined in the Service Level Agreement.

**Payment for U.S. Clients:** All Subscription Products and Service fees and Professional Service and Training fees will be invoiced in advance either annually, or in accordance with any different billing frequency stated in on this Order Form. All fees payable in U.S. Dollars and exclude taxes. Client is responsible for the payment of any tax amount(s) due unless client has delivered to Bonterra a valid tax exemption certificate prior to invoice. Fees may be paid by check, Electronic Fund Transfer, credit card or ACH. All payments by credit card, are subject to Client completing the attached Credit Card Authorization Form. In order to elect for ACH payments, Client must complete and execute the attached Authorization Agreement for Preauthorized Withdrawal Debits.

Except as explicitly documented in the signed Order Form, Bonterra is under no obligation to comply with any customer specific invoicing requirements. Furthermore, customer's failure to provide complete and accurate billing information in the attached accounting Information Form will not relieve customer of nor toll customer' timely payment obligations.


**Professional Services and Training:** If included in this Order Form, pre-paid Professional Services must be used within one year of the date of execution of this Order Form by Client or will expire and will not be refunded. Professional Services Fees are based on Professional Services provided during normal Bonterra business hours, Monday through Friday, 8:30 a.m. – 5:30 p.m. central time zone US and on a case by case basis for international clients after Bonterra business hours (Bonterra holidays excluded), as Bonterra may modify upon notice to Client. Professional Services provided by Bonterra outside of normal Bonterra business hours will be subject to a premium service charge. If Client cancels a Professional Services engagement, which has not been pre-paid, less than ten (10) business days before the scheduled start date for such Professional Services, Client agrees to pay fifty percent (50%) of the total estimated fees for the Professional Services stated on the Order Form or SOW.

**Professional Service Travel Costs:** Travel related costs that requires Bonterra's staff to travel will be pre-approved by Client.

This Order Form is subject to and governed by the terms and conditions of Bonterra's Master Subscription & Services Agreement, which can be located at <http://www.bonterratech.com/legal/> (the "Agreement") and is incorporated by reference in its entirety. Capitalized terms not otherwise defined in this Order Form have the meaning ascribed to them in the Agreement. This Order Form will be effective as the last date of signature identified below ("Effective Date"). Each party signing below agrees and acknowledges that they are duly authorized to be bound by the terms and conditions of the Agreement and this Order Form.

Client: Chatham County

Authorized Signature:



Print Name:

Dan LaMontagne

Title:

County Manager

Date:

5/1/2024

Bonterra Tech LLC (f/k/a Social Solutions Global, Inc.)

Authorized Signature:

Print Name:

Title:

Date:

## Apricot 360 Standard Implementation

### 1. DOCUMENT SUMMARY

We are pleased to provide you, , with our Standard Implementation agreement for your Apricot 360 software. This is an interactive project where Bonterra Tech consultants provide expert leadership and recommendations for your technical solutions. Configuration of the platform to meet your unique needs will be a joint effort under Bonterra Tech guidance.

### 2. PROJECT SCOPE AND DELIVERABLES

For each Apricot 360 Standard Implementation that you purchase, we will deliver one program\* within your new Apricot platform. If you require assistance outside the scope of this project, Bonterra Tech can provide a quote to meet your specific needs. We will obtain your written approval before charging you for additional work. Services included:

- Project Management for up to 12 weeks per program implementation purchased
- Project Kickoff
- Discovery & Requirements gathering
- Documentation of Solution Design for your custom Apricot solution
  - May include consultation on recommended data management workflow
- Configuration of features and functionality as defined in your Solution Design
  - For each program implementation purchased, the configuration may include a combination of up to 5 forms, up to 2 reports, and up to 2 staff roles with permission sets, and 1 external access feature as needed
- One Demo of completed solution
- Up to 2 rounds of Testing and Remediation, as documented by client in the Testing Log
- Take-home Document visualizing the solution, for your future use while training and onboarding staff to the platform
- Project closure and Transition to Support

*\*Programs in Apricot may have a different definition than the programs your organization offers. In Apricot, a program is defined as a set of services, processes, and outputs delivered to a target population by a team of staff. If any of the services your org provides have differing target populations, data collection processes, or require separate staff teams, then these services would be separate Apricot programs.*

### 3. PROJECT SCHEDULE

We allot 12 weeks per program implemented. Meeting this timeline will require your active participation, both on weekly 1-hour calls with your Bonterra Tech team and via independent work (including but not limited to watching training videos, completing simple configuration tasks, and testing the platform.)

If multiple program implementations are purchased: unless otherwise agreed at the start of this project, we will work with one program group at a time. You may determine the order of programs based on staff availability. We recommend assigning 1-2 program leaders or staff members to attend these meetings – we typically don't need to meet with your entire staff.

Your project team has been assigned to you for the duration of the project schedule to ensure they have the time and focus needed to complete the work. To this end, if you are not able to attend a meeting you must let our team know three days in advance. If you do not attend a meeting and do not notify us, you will be invoiced for one hour of time at Bonterra Tech's then prevailing market rate (\$220 USD per hour for calendar year 2024) so that we can extend the availability of your project team beyond the planned timeline. Missing your due dates for assigned tasks could result in an incomplete program delivery by project end, increases to project timeline, and costs associated with extension.

### 4. RESPONSIBILITIES

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

#### Client Responsibilities

- Designate the individual(s) who will serve in project roles so they can participate and commit to learning the platform starting at the Kickoff. An estimated 5 hours per week of project-related activities is expected of all Client participants.
  - This includes 1-2 System Administrators and an internal Project Manager
    - Your internal Project Manager can also be one of your System Administrators
  - No more than 1-2 staff members from each program may also participate as Subject Matter Experts during the phase focused on their program
- Provide detailed requirements for your program(s), including but not limited to: outputs and outcomes you hope to track, sample forms and form logic, and an explanation of which program staff are allowed to see which data.
- Watch your assigned Training Academy videos in advance of their due dates (per the schedule to be agreed upon at Kickoff). Your Apricot subscription includes on-demand training videos through our Training Academy platform.
- Some configuration tasks may be assigned to you during the project, depending on the scope and complexity of the Solution Design. This has the dual benefit of providing you with hands-on

administrative training while also ensuring you end the project with a complete program solution in Apricot.

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

#### Bonterra Tech Responsibilities

- Create and maintain a project plan and manage Bonterra Tech and/or Bonterra Tech Partner team's participation during the project.
- Design a solution (including features and functionality) that will meet the core requirements of your program(s) within the Apricot platform.
- Lead the effort to configure the solution outlined in the Solution Design.
- Provide best-practice recommendations based on our collective experience onboarding thousands of nonprofit and public sector clients.
- Complete the project within the agreed-upon timeline.
- Track issues affecting the project and bring them to timely resolution. Notify you of issues that might affect budget, scope, or project timeline.

### 5. IMPORTANT ASSUMPTIONS

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

- Bonterra Tech cannot guarantee that your current case management processes and data management workflows will remain unchanged when translated into Apricot. Some process changes may be required to make optimal use of Apricot technology solutions. These changes will be discussed and your approval obtained during the Solution Design phase of the project.
- Training for your staff is not included in this project. Participating System Administrators will learn from the assigned training videos, assigned configuration tasks, and collaborative work sessions with the Bonterra Tech team.
- Apricot forms configured by Bonterra Tech and/or Bonterra Tech Partners may contain no more than 70 fields. Additional fields may cause performance degradation and will be separated into multiple forms.
- Reports configured by Bonterra Tech and/or Bonterra Tech Partners will track outputs and outcomes required but could deviate from client-provided report samples in format and style. Apricot Standard Reports are in scope for this project; Apricot Results Reports are not included in this project.
- Reports configured by Bonterra Tech and/or Bonterra Tech Partners will have no more than 4 data sources, no more than 10 sections, and no more than 10 filters in each section. Additional requirements beyond these limits would necessitate a second report.

- Remediations by Bonterra Tech will be limited to the features and functionality Bonterra Tech configured for you, as documented in your Solution Design. Simple remediation requests (i.e. a word or punctuation change on a form field) will be sent back to you to complete independently.
- Clients must have capability and availability for video conferencing throughout the project, and must be able to participate in on-screen sharing during meetings.
- Although we make every effort to assign the same staff member(s) during the project, we may bring in other staff if schedule conflicts arise.
- If available, Zoom video recordings will be provided by Bonterra Tech and/or Bonterra Tech Partners to the Client. Zoom video recordings have a standard storage expiration date and should be saved by the Client prior to the expiration as shared.
- Work sold by Bonterra Tech may be delivered by internal resources or trained Certified Implementation Partners. All work is subject to the same assumptions and guarantees regardless of the assigned implementation team.
- We will perform all work remotely to limit additional travel costs. Should the need arise to travel, we will first obtain your approval in writing.
- Data migration is outside the scope of this engagement. You are encouraged to use the self-service Import Tool to import small batches of your existing data into Apricot once we've configured your data-collection forms. If you require Bonterra Tech assistance or wish for Bonterra Tech to take an export of data from another source and migrate it into Apricot, this will require a custom quote.
- Billing and financial solutions are outside the scope of this engagement. Any report associated with expenditures is outside of scope of this engagement.
- Integration with a 3<sup>rd</sup> party database via SFTP or API is outside the scope of this engagement.
- Last-minute change requests or additions to the scope will impact project timing and cost. We will obtain your written approval before incurring any additional costs due to scope changes.
- Client's cooperation is required during this project. Client's failure to participate may result in additional fees or costs should the project be postponed, delayed, or if additional time is required to complete the project.

## 6. FEES

This is a fixed fee, fixed scope project. The cost of this project is shown as *Apr360Standard* in your order.

## 7. TRANSITION TO SUPPORT

Upon project completion, the Bonterra Tech team will submit a Deliverables Sign-Off form to your project manager. They will then transition you to your long-term account team and technical Support.

## 8. DISCLOSURE



This Statement of Work (SOW) is subject to and governed by the Master Services Agreement between you and Bonterra Tech which is identified in the Order Form under which this Statement of Work was ordered.

This SOW provides the complete scope of this project. Any services you may have discussed with Bonterra Tech staff, verbally, or in writing that are not explicitly outlined in this document are not included in this project under any circumstances. Bonterra Tech offers a broad array of services and would be pleased to provide a cost estimate if additional services are required.

Apricot Expansion Pack: 10 Additional Consultation Hours  
Chatham County

### 1. DOCUMENT SUMMARY

We are pleased to provide you, Chatham County, with our 10 Additional Consultation Hours agreement for your Apricot software. This is an interactive project where Bonterra Tech consultants provide expert leadership and recommendations for your technical solutions.

### 2. PROJECT SCOPE AND DELIVERABLES

These consult hours can be delivered as part of a larger implementation effort, or on their own. You will meet with a member of the Bonterra Tech Professional Services team to agree on a project plan that meets your specific needs. If you require assistance outside the scope of this project, Bonterra Tech can provide a quote to meet your additional needs. We will obtain your written approval before charging you for additional work. Services included:

- Project Management for up to three (3) weeks
- Up to 10 Hours for best practice consultation. Consultation to cover Apricot features such as those listed below (to be directed by the Customer)
  - Programs & Permission Set Layout
  - Leveraging & Modifying Standard Forms
  - Leveraging & Modifying Standard Reports
  - Dashboards, Connect, and Direct Messages
  - Import Tool for Self-Directed Data Migration

These activities result in the following deliverables. We encourage you to save these deliverables in a central location where you can reference them in the future.

- Project plan and schedule
- Consultation meeting notes and recordings

### 3. PROJECT SCHEDULE

We allot 3 weeks per pack of 10 consultation hours purchased. Meeting this timeline will require your active participation, both on weekly 1-hour calls with your Bonterra Tech project team and via independent work (including but not limited to watching training videos, completing simple configuration tasks, and testing the platform.)

Your project team has been assigned to you for the duration of the project schedule to ensure they have the time and focus needed to complete the work. To this end, if you are not able to attend a meeting you must let our team know three days in advance. If you do not attend a meeting and do not notify us, you will be invoiced for one hour of time at Bonterra Tech's then prevailing market rate (\$220 USD per hour for calendar year 2024) so that we can extend the availability of your project team beyond the planned timeline. Missing your due dates for assigned tasks could result in an incomplete program delivery by project end, increases to project timeline, and costs associated with extension.

#### 4. RESPONSIBILITIES

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

##### Client Responsibilities

- Designate the individual(s) who will serve in project roles so they can participate and commit to learning the platform starting at the Kickoff.
  - This includes, at a minimum, 1-2 System Administrators and an internal Project Manager
    - Your internal Project Manager can also be one of your System Administrators
- Provide detailed requirements for your program(s), including but not limited to: outputs and outcomes you hope to track, sample forms and form logic, and an explanation of which program staff are allowed to see which data.
- Watch your assigned Training Academy videos in advance of their due dates (per the schedule to be agreed upon at Kickoff). Your Apricot subscription includes on-demand training videos through our Training Academy platform.
- Some configuration tasks may be assigned to you during the project, depending on the scope and complexity of the Solution Design. This has the dual benefit of providing you with hands-on administrative training while also ensuring you end the project with a complete program solution in Apricot.
- Attend all scheduled meetings, participate in the use of our project management tool, complete assigned tasks on time, and proactively communicate with your Bonterra Tech project team.
- Review and approve/reject change orders, deliverables, and/or signoffs, and provide notice to us of any required revisions within one week of receiving documents.

##### Bonterra Tech Responsibilities

- Create and maintain a project plan and manage Bonterra Tech team's participation during the project.
- Design a solution (including features and functionality) that will meet the core requirements of your program(s) within the Apricot platform.
- Lead the effort to configure the solution outlined in the Solution Design.
- Provide best-practice recommendations based on our collective experience onboarding thousands of nonprofit and public sector clients.

- Complete the project within the agreed-upon timeline.
- Track issues affecting the project and bring them to timely resolution. Notify you of issues that might affect budget, scope, or project timeline.

## 5. IMPORTANT ASSUMPTIONS

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

- Bonterra Tech cannot guarantee that your current case management processes and data management workflows will remain unchanged when translated into Apricot. Some process changes may be required to make optimal use of Apricot technology solutions.
- Apricot forms configured by Bonterra Tech and/or Bonterra Tech Partners may contain no more than 70 fields. Additional fields may cause performance degradation and will be separated into multiple forms.
- Reports configured by Bonterra Tech and/or Bonterra Tech Partners will track outputs and outcomes required but could deviate from client-provided report samples in format and style. Apricot Standard Reports are in scope for this project; Apricot Results Reports are not included in this project.
- Reports configured by Bonterra Tech and/or Bonterra Tech Partners will have no more than 4 data sources, no more than 10 sections, and no more than 10 filters in each section. Additional requirements beyond these limits would necessitate a second report.
- Clients must have capability and availability for video conferencing throughout the project, and must be able to participate in on-screen sharing during meetings.
- If available, Zoom video recordings will be provided by Bonterra Tech and/or Bonterra Tech Partners to the Client. Zoom video recordings have a standard storage expiration date and should be saved by the Client prior to the expiration as shared.
- Although we make every effort to assign the same Bonterra Tech staff member(s) during the project, we may bring in other staff if schedule conflicts arise.
- We will perform all work remotely to limit additional travel costs. Should the need arise to travel, we will first obtain your approval in writing.
- Data migration is outside the scope of this engagement. You are encouraged to use the self-service Import Tool to import small batches of your existing data into Apricot once we've configured your data-collection forms. If you require Bonterra Tech assistance or wish for Bonterra Tech to take an export of data from another source and migrate it into Apricot, this will require a custom quote.
- Billing and financial solutions are outside the scope of this engagement. Any report associated with expenditures is outside of scope of this engagement.
- Integration with a 3<sup>rd</sup> party database via SFTP or API is outside the scope of this engagement.
- Last-minute change requests or additions to the scope will impact project timing and cost. We will obtain your written approval before incurring any additional costs due to scope changes.

- Client's cooperation is required during this project. Client's failure to participate may result in additional fees or costs should the project be postponed, delayed, or if additional time is required to complete the project.

## 6. FEES

This is a fixed fee, fixed scope project. The cost of this project is shown as *Apr10AddHrExpPck* in your order.

## 7. TRANSITION TO SUPPORT

Upon project completion, the Bonterra Tech Project team will submit a Deliverables Sign-Off form to your project manager. They will then transition you to your long-term account team and technical Support.

## 8. DISCLOSURE

This Statement of Work (SOW) is subject to and governed by the Master Services Agreement between you and Bonterra Tech which is identified in the Order Form under which this Statement of Work was ordered.

This SOW provides the complete scope of this project. Any services you may have discussed with Bonterra Tech staff, verbally, or in writing that are not explicitly outlined in this document are not included in this project under any circumstances. Bonterra Tech offers a broad array of services and would be pleased to provide a cost estimate if additional services are required.

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Apricot Expansion Pack: 5 Additional Forms  
Chatham County

### 1. DOCUMENT SUMMARY

We are pleased to provide you, Chatham County, with our 5 Additional Form Configuration agreement for your Apricot software. This is an interactive project where Bonterra Tech consultants provide expert leadership and recommendations for your technical solutions. Configuration of the platform to meet your unique needs will be a joint effort under Bonterra Tech guidance.

### 2. PROJECT SCOPE AND DELIVERABLES

These form builds can be delivered as part of a larger implementation effort, or on their own. You will meet with a member of the Bonterra Tech Professional Services team to agree on a project plan that meets your specific needs. If you require assistance outside the scope of this project, Bonterra Tech can provide a quote to meet your additional needs. We will obtain your written approval before charging you for additional work. Services included per pack of 5 forms purchased:

- Project Management for up to three (3) weeks
- Up to 1 Hour for Discovery/Requirements
- Up to 5 Custom Forms (up to 70 Fields/Form)
- Up to 1 Hour for Form Configuration Demonstration
- Up to 0.5 Hours for Testing Remediation

These activities result in the following deliverables. We encourage you to save these deliverables in a central location where you can reference them in the future.

- Project plan and schedule
- Consultation meeting notes and recordings of Apricot demonstrations

### 3. PROJECT SCHEDULE

We allot 3 weeks per pack of 5 forms purchased. Meeting this timeline will require your active participation, both on weekly 1-hour calls with your Bonterra Tech project team and via independent work (including but not limited to watching training videos, completing simple configuration tasks, and testing the platform.)

Your project team has been assigned to you for the duration of the project schedule to ensure they have the time and focus needed to complete the work. To this end, if you are not able to attend a meeting you must let our team know three days in advance. If you do not attend a meeting and do not notify us,

you will be invoiced for one hour of time at Bonterra Tech's then prevailing market rate (\$220 USD per hour for calendar year 2024) so that we can extend the availability of your project team beyond the planned timeline. Missing your due dates for assigned tasks could result in an incomplete program delivery by project end, increases to project timeline, and costs associated with extension.

#### 4. RESPONSIBILITIES

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

##### Client Responsibilities

- Designate the individual(s) who will serve in project roles so they can participate and commit to learning the platform starting at the Kickoff.
  - This includes, at a minimum, 1-2 System Administrators and an internal Project Manager
    - Your internal Project Manager can also be one of your System Administrators
- Provide detailed requirements for your forms.
- Watch your assigned Training Academy videos in advance of their due dates (per the schedule to be agreed upon at Kickoff). Your Apricot subscription includes on-demand training videos through our Training Academy platform.
- Some configuration tasks may be assigned to you during the project, depending on the scope and complexity of the Solution Design. This has the dual benefit of providing you with hands-on administrative training while also ensuring you end the project with a complete program solution in Apricot.
- Attend all scheduled meetings, participate in the use of our project management tool, complete assigned tasks on time, and proactively communicate with your Bonterra Tech project team.
- Review and approve/reject change orders, deliverables, and/or signoffs, and provide notice to us of any required revisions within one week of receiving documents.

##### Bonterra Tech Responsibilities

- Create and maintain a project plan and manage Bonterra Tech team's participation during the project.
- Design a solution (including features and functionality) that will meet the core requirements of your program(s) within the Apricot platform.
- Lead the effort to configure the forms needed for your program(s).
- Provide best-practice recommendations based on our collective experience onboarding thousands of nonprofit and public sector clients.
- Complete the project within the agreed-upon timeline.
- Track issues affecting the project and bring them to timely resolution. Notify you of issues that might affect budget, scope, or project timeline.

## 5. IMPORTANT ASSUMPTIONS

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

- Bonterra Tech cannot guarantee that your current case management processes and data management workflows will remain unchanged when translated into Apricot. Some process changes may be required to make optimal use of Apricot technology solutions. These changes will be discussed and your approval obtained during the Solution Design phase of the project.
- Training for your staff is not included in this project. Participating System Administrators will learn from the assigned training videos, assigned configuration tasks, and collaborative work sessions with the Bonterra Tech team.
- Apricot forms configured by Bonterra Tech and/or Bonterra Tech Partners may contain no more than 70 fields. Additional fields may cause performance degradation and will be separated into multiple forms.
- Clients must have capability and availability for video conferencing throughout the project, and must be able to participate in on-screen sharing during meetings.
- If available, Zoom video recordings will be provided by Bonterra Tech and/or Bonterra Tech Partners to the Client. Zoom video recordings have a standard storage expiration date and should be saved by the Client prior to the expiration as shared.
- Although we make every effort to assign the same Bonterra Tech staff member(s) during the project, we may bring in other staff if schedule conflicts arise.
- We will perform all work remotely to limit additional travel costs. Should the need arise to travel, we will first obtain your approval in writing.
- Data migration is outside the scope of this engagement. You are encouraged to use the self-service Import Tool to import small batches of your existing data into Apricot once we've configured your data-collection forms. If you require Bonterra Tech assistance or wish for Bonterra Tech to take an export of data from another source and migrate it into Apricot, this will require a custom quote.
- Billing and financial solutions are outside the scope of this engagement. Any report associated with expenditures is outside of scope of this engagement.
- Integration with a 3<sup>rd</sup> party database via SFTP or API is outside the scope of this engagement.
- Last-minute change requests or additions to the scope will impact project timing and cost. We will obtain your written approval before incurring any additional costs due to scope changes.
- Client's cooperation is required during this project. Client's failure to participate may result in additional fees or costs should the project be postponed, delayed, or if additional time is required to complete the project.

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## 6. FEES

This is a fixed fee, fixed scope project. The cost of this project is shown as *Apr5AddFormsExpPck* in your order.



## 7. TRANSITION TO SUPPORT

Upon project completion, the Bonterra Tech Project team will submit a Deliverables Sign-Off form to your project manager. They will then transition you to your long-term account team and technical Support.

## 8. DISCLOSURE

This Statement of Work (SOW) is subject to and governed by the Master Services Agreement between you and Bonterra Tech which is identified in the Order Form under which this Statement of Work was ordered.

This SOW provides the complete scope of this project. Any services you may have discussed with Bonterra Tech staff, verbally, or in writing that are not explicitly outlined in this document are not included in this project under any circumstances. Bonterra Tech offers a broad array of services and would be pleased to provide a cost estimate if additional services are required.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Bonterra LLC</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>C</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>10801-2 N. MoPac Expy, Suite 300</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Austin, TX 78759</b>		
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**or**

Employer identification number								
4	7	-	3	9	8	7	2	5

## Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
  - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
  - I am a U.S. citizen or other U.S. person (defined below); and
  - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 01/04/2024
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## RIDER TO MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Rider ("**Rider**") is attached to the Master Subscription and Services Agreement (the "**Agreement**") dated effective May 1, 2024 (the "**Effective Date**"), between Chatham County ("**Customer**") which is incorporated as a public entity under the State of North Carolina (referred herein as "**State**") and Bonterra Tech LLC ("**Bonterra**"), to modify the terms and conditions to the Agreement. Customer and Bonterra each may be referred to individually as a "Party" and collectively as the "Parties."

The Parties agree to modify the terms and conditions of the Agreement as follows:

**Section 2.2 Late Payment. Section 2.2 is hereby deleted in its entirety and replaced with the following:**

"2.2 Late Payment. Bonterra may suspend access to the Bonterra Products if Customer is thirty (30) days past due for any amounts hereunder and does not cure such failure to pay within ten (10) days after receipt of notice of such past due amounts."

**Section 4.1 Confidentiality. Section 4.1 is hereby deleted in its entirety and replaced with the following:**

"4.1 Confidentiality. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. "**Confidential Information**" means (a) any information disclosed by either party that is marked or otherwise designated as confidential or proprietary; (b) any information that should be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure; and (c) the terms, including pricing, of this Agreement, the Order Form, any SOWs, and any preceding proposal documentation. Confidential Information includes, but is not limited to, technical or performance information about the Bonterra Products or the Professional Services. However, "Confidential Information" will not include any information which (a) is in the public domain through no fault of the receiving party; (b) was properly known to the receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to the receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, including but not limited to the public records acts of the State. Either party may disclose Confidential Information (i) to its employees and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and (ii) as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section 4, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. The parties acknowledge and agree Customer is a public entity subject to the provisions of the public records acts of the State and further acknowledge and agree that this Agreement and any record produced in relation to this Agreement that is in the possession of Customer may be subject to disclosure pursuant to the public records acts of the State, irrespective of whether or not it is Confidential Information, and any such disclosure shall not be considered a breach of this Agreement."

**Section 6. Indemnification. Section 6 is hereby deleted in its entirety and replaced with the following:**

**“6. Indemnification**

Bonterra will defend Customer against any claim, demand, suit, or proceeding (“**Claim**”) made or brought against Customer by a third party alleging that the use of the Bonterra Products as permitted hereunder infringes or misappropriates a United States patent, copyright or trade secret and will indemnify Customer for any damages finally awarded against Customer (or any settlement approved by Bonterra) in connection with any such Claim; provided that (a) Customer will promptly notify Bonterra of such Claim, (b) Bonterra will have the sole and exclusive authority to defend and settle, if applicable, any such Claim (provided that Bonterra may not settle any Claim without Customer’s prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Customer of all related liability) and (c) Customer reasonably cooperates with Bonterra in connection therewith. If the use of the Bonterra Product by Customer has become, or in Bonterra’s opinion is likely to become, the subject of any claim of infringement, Bonterra may at its option and expense (i) procure for Customer the right to continue using and receiving the applicable Bonterra Product as set forth hereunder; (ii) replace or modify the applicable Bonterra Product to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate the applicable Order Form and provide a pro rata refund of any prepaid subscription fees corresponding to the terminated portion of the applicable subscription term. Bonterra will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by (A) compliance with designs, guidelines, plans or specifications provided by Customer; (B) use of the applicable Bonterra Product by Customer not in accordance with this Agreement; (C) modification of the applicable Bonterra Product by or on behalf of Customer; (D) Customer Data or Customer Materials or (E) the combination, operation or use of the applicable Bonterra Product with other products or services where such Bonterra Product would not by itself be infringing. This Section states Bonterra’s sole and exclusive liability and obligation, and Customer’s exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property. Additionally, Bonterra agrees to defend, indemnify, and hold harmless Customer, its directors, officers, employees, agents, independent contractors, authorized volunteers, attorneys, and consultants from and against all losses, costs, demands, attorneys’ fees, expenses, obligations, liabilities, penalties, interests, recoveries, damages, claims, and judgments as required by law of the State.”

**Section 8.1 Term. Section 8.1 is hereby deleted in its entirety and replaced with the following:**

“8.1 Term. The term of this Agreement will commence on the Effective Date and continue until terminated as set forth below. The initial term of each Order Form will begin on the Start Date of such Order Form and will continue for the subscription term set forth therein. Except as set forth in such Order Form, the term of such Order Form will renew for successive renewal terms equal to the length of the initial term of such Order Form, unless either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

**Section 8.2 Termination. Section 8.2 is hereby deleted in its entirety and replaced with the following:**

“8.2 Termination. Each party may terminate this Agreement upon written notice to the other party if there are no Order Forms then in effect. In addition, each party may also terminate this Agreement or the applicable Order Form upon written notice of termination (a) in the event the other party commits

any material breach of this Agreement or the applicable Order Form (including any failure to make timely payments) and fails to remedy such breach within thirty (30) days after written notice of such breach or (b) subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if the other party becomes the subject of a bankruptcy or similar proceeding that is not dismissed within sixty (60) days or (c) in the event Customer—a public entity dependent upon receiving public funding for the performance of its operations: (i) does not receive, is not appropriated, or otherwise experiences or is notified of a reduction in Customer's funding, Customer shall have the option to terminate this Agreement and any applicable Order Form(s) solely on the basis of reduction in funding on an annual basis. Customer's written notice of termination on the basis of subsection (c) of this Section 8.2 shall include appropriate documentation reasonably satisfactory to Bonterra demonstrating that funding has been or will be reduced, or is no longer available for Customer to fulfill its obligations under this Agreement."

**Section 9.2 Publicity. Section 9.2 is hereby deleted in its entirety and replaced with the following:**

"9.2 Publicity. Customer agrees that Bonterra may identify Customer as a recipient of Bonterra Products and use its logo in sales presentations, marketing materials and press releases, upon prior written approval from Customer."

**Section 9.7 Governing Law. Section 9.7 is hereby deleted in its entirety and replaced with the following:**

"9.7 Governing Law. This Agreement will be governed by the laws of the State, exclusive of its rules governing choice of law and conflict of laws. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods."

**Section 9.10 Force Majeure. Section 9.10 is hereby deleted in its entirety and replaced with the following:**

"9.10 Force Majeure. Neither party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations, provided Bonterra is able to continue services during the Force Majeure event) due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree. Either Party may terminate this Agreement without penalty if a Force Majeure event prevents either Party from its performance obligations under the terms of this Agreement for a consecutive period of time exceeding ninety (90) or more days."

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Rider and the attached Master Subscription and Services Agreement with the intent to be legally bound as of the Effective Date.

**Bonterra Tech LLC**

By:

Print Name:

Title:

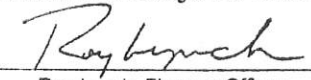
**Chatham County**

By:

Print Name: Dan LaMontagne

Title: County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

  
Roy Lynch, Finance Officer

[FINAL MSA TO BE ATTACHED]