

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BITFOCUS, INC.**

THIS AMENDMENT TO THE AGREEMENT ("First Amendment"), entered into this date _____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Bitfocus, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on June 25, 2019, the parties entered into an agreement (the "Agreement") for a term of July 1, 2019 to June 30, 2022 for a total obligation amount not to exceed \$617,046 to provide Clarity Human Services Homeless Management Information System (HMIS) services; and

WHEREAS, the parties wish to amend the Agreement to extend the term by one year for a new term of July 1, 2019 to June 30, 2023 and increase the obligation amount by \$225,502 for a new total obligation amount not to exceed \$842,548 to continue providing Clarity HMIS services.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3. Payments is hereby amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **EIGHT HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS** (\$842,548). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4. Term is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 01, 2019, through June 30, 2023.

3. **Exhibit A – Services**, the Performance Measures is hereby amended to include FY 2022-23 measures and reads as follows:

| | |
|-----------------------|---|
| Customer Satisfaction | 90% of respondents rate system good or better |
| System Availability | 99.999% availability |

4. **Exhibit B – Payments and Rates**, item B1, Core Service Agencies Clarity Component, B2 HMIS Clarity Component, and B3 Total Annual Cost is hereby amended to include the FY 2022-23 amounts and reads as follows:

B1 – Core Service Agencies Clarity Component FY 2022-23

| Item | Quantity | Amount |
|--|----------|-------------|
| Enterprise Licenses (\$45.02/License/Month) | 103 | \$55,644.72 |
| Manager Licenses (\$56.28/License/Month) | 19 | \$12,831.84 |
| Administrator Licenses (\$84.42/License/Month) | 6 | \$6,078.24 |
| Platform License | 1 | \$6,180.00 |
| Training Site | 1 | \$2,575.00 |
| Virtual Private Network Maintenance | 1 | \$772.48 |
| Customer Data Model (SQL Access) | 1 | \$7,416.00 |
| Open VPN Fee for Direct Database Abstraction Layer | 1 | \$370.80 |
| Total | | \$91,869.08 |

B2 – HMIS Clarity Component FY 2022-23

| Item | Quantity | Amount |
|--|----------|-------------|
| Enterprise Licenses (\$45.02/License/Month) | 159 | \$85,898.16 |
| Manager Licenses (\$56.28/License/Month) | 18 | \$12,156.48 |
| Administrator Licenses (\$84.42/License/Month) | 10 | \$10,130.40 |
| Platform License | 1 | \$6,180.00 |

| | | |
|-------------------------------------|---|--------------|
| Training Site | 1 | \$2,575.00 |
| Virtual Private Network Maintenance | 1 | \$772.48 |
| Total | | \$117,712.52 |

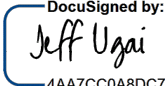
B3 – Total Annual Cost FY 2022-23

| Item | Amount |
|---|--------------|
| Core Service Agencies Clarity Component | \$91,869.08 |
| HMIS Clarity Component | \$117,712.52 |
| Change Requests Allocation * | \$15,920.40 |
| TOTAL ANNUAL COST | \$225,502.00 |
| <p>* The Change Request Allocation may only be used upon request and approval by County for system changes or feature improvements. In the case of licenses, County may request new licenses in the Clarity system directly via the Clarity system interface following an internal approval process. For all other requests, County will notify Contractor in writing if any portion of these funds will be used.</p> | |

5. **Exhibit B – Payments and Rates**, the County invoice contact is hereby revised to read as follows:
- Khalia Parish, Management Analyst at kparish@smcgov.org, 650-802-7656
6. **All other terms and conditions of the agreement dated June 25, 2019, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Bitfocus, Inc.

| | | |
|--|------------------------|--------------------------------|
| <div>DocuSigned by:  4AA7CC0A8DC7484...</div> | 6/1/2022 2:44 PM PDT | Jeff Ugai |
| Contractor Signature | Date | Contractor Name (please print) |

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board