

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, 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, the parties entered into an Agreement for the purpose of providing a hosted third-party "software as a service" (the "services," as further described herein) with respect to certain of its information technology needs on April 8, 2014; and

WHEREAS, the parties wish to amend the Agreement to expand services to and add data migration services to accommodate the expanding number of users within the current term of the Agreement.

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specification set forth herein 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. The agreement is hereby amended to add, \$302,765 for software service expansion and data migration. In no event shall County's total fiscal obligation under this agreement exceed four hundred eighty two thousand seven hundred sixty five dollars (\$482,765).

2. Section 16 of the agreement: Notices – In the case of County, to: is hereby amended to read as follows:

Name/Title: Selina Toy-Lee, Director, Community Collaborative Outcomes
Address: Human Services Agency
1 Davis Drive
Belmont, CA 94002
Telephone: (650) 802-5120
Facsimile: (650)
Email: SToy-Lee@smchsa.org

3. Original Exhibit A: Services Description - section 2: Number of Users is hereby amended to read as follows:

Internet access will be available to 250 total User Seats. A portion of these licenses will be Administrator Seats (not to exceed 12) and Manager Seats (not to exceed 25). Balance of the Seats will be Enterprise Seats. Access rights to the seats will be transferable to different users by licensing expansion fees. County and any of its employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of the County shall have the right to operate and use the same. As a part of the Service, County shall be responsible for all user identification and password change management.

4. Original Exhibit A: Services Description - section 6: Data Migration is hereby added as follows:

Data Migration tasks shall include: Receiving of existing data from the existing HMIS System, cleaning the extracted data as necessary until clean (no bugs), transforming the cleansed data, mapping the transformed data to the Clarity Schema with HUD 2014 data elements, loading the data that is mapped into Clarity, re-test and clean the loaded data in Clarity, and debug the data. The 2014 HUD Data Elements introduce new data fields, which there may be no current equivalent in the legacy system to migrate.

Up to \$5,000 of the Data Migration fee will be used toward Data Analysis for the purpose of determining and planning viability of the Data Migration. Contractor reserves the right to decline providing Data Migration services if after analysis it is found prohibitive to do so, data is insufficient to correctly load, lack of verifiable documentation, or the assessed scope exceeds the funding available for Data Migration.

5. Original Exhibit B is hereby and replaced in its entirety by Exhibit B revised 6/14 which is attached hereto and incorporated by reference herein.
6. **All other terms and conditions of the agreement dated April 8, 2014 between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO


By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

BITFOCUS, INC.



Contractor's Signature

Date: July 22/2014

**EXHIBIT B revised 8/14- PAYMENTS AND RATES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND BITFOCUS, INC.**

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

YEAR 1 (FY 2014-2015)

	Description	Cost
Enterprise Seats - Setup	One time setup fee for Enterprise Seats (84)	\$14,700
Manager Seats - Setup	One time setup fee for Manager Seats (10)	\$2,500
Administrator Seats - Setup	One time setup fee for Administrator Seats (6)	\$1,800
Implementation	Configuration of Live Environment and Training Environment	\$7,000
Initial Training	Initial System Administrator Training (Clarity Application)	\$4,000
Initial Training	Initial User Training [5 Days]	\$20,000
Clarity Enterprise Seats	Enterprise Seat Licensing (84)	\$40,320
Clarity Manager Seats	Manager Seat Licensing (10)	\$6,000
Clarity Administrator Seats	Administrator Seat Licensing (6)	\$5,400
Clarity Training Site	Training Site License and Maintenance	\$2,500
Clarity VPN	Virtual Private Network Maintenance & Support	\$340
Clarity Data Analysis Tool	Data Analysis Ad-hoc Query Tool	\$4,000
Initial Configuration Support	Initial Implementation Configuration Assistance not to exceed \$8,880.	\$8,880
On-Site Support	One on-site support session including travel expenses not to exceed \$2,000.	\$2,000
Sub-Total:		\$119,440

YEAR 2 (FY 2015-2016)

	Description	Cost
Clarity Enterprise Seats	Enterprise Seat Licensing (84)	\$40,320
Clarity Manager Seats	Manager Seat Licensing (10)	\$6,000
Clarity Administrator Seats	Administrator Seat Licensing (6)	\$5,400
Clarity Training Site	Training Site License and Maintenance	\$2,500
Clarity VPN	Virtual Private Network Maintenance & Support	\$340
Clarity Data Analysis Tool	Data Analysis Ad-hoc Query Tool	\$4,000
On-Site Support	One on-site support session including travel expenses not to exceed \$2,000.	\$2,000
Sub-Total:		\$60,560

2-YEAR TOTAL BUDGET SUMMARY

Fiscal Year 2014-2015	Year 1 Project Budget	\$119,440
Fiscal Year 2015-2016	Year 2 Project Budget	\$60,560
Grand Total:		\$180,000

Expansion of Existing Services

The Amendment adds expansion to the existing services over the two year agreement term by adding 150 seats and data migration. Costs for the expansion are shown below.

Expansion YEAR 1 (2014-2015)

	Description	Annual
Clarity Enterprise Seats	Includes access and operation at the Enterprise level per each seat. (129)	\$61,920.00
Clarity Manager Seats	Includes Enterprise level access and operation, with the addition of ability to customize agency preferences, including services and programs of the selected agency. (15)	\$9,000.00
Clarity Administrator Seats	Includes software maintenance, updates, customer support, bug fixes, seat maintenance, product enhancements, ongoing global system additions, and telephone, email, and self-service portal support of system administrators. (Includes 60 hours of Customer Support per year). (6)	\$5,400.00
Add On Premium Services		
Data Analysis Tool	Data Analysis Ad-Hoc Query tool. Allows simple data mining through an intuitive drag and drop interface to assist in analyzing data.	\$6,000.00
One Time Setup Fees		
Enterprise Seats -- Setup	One time setup fee for Enterprise Seats (129)	\$22,575.00
Manager Seats -- Setup	One time setup fee for Manager Seats (15)	\$3,750.00
Administrator Seats -- Setup	One time setup for Administrator Seats (6)	\$1,800.00
Implementation	One time Implementation Assistance -- Configure Agency Programs/Services/Setup (15 Agencies)	\$30,000.00
Initial Training	Initial System Administrator Training (Clarity Application)	\$5,000.00
Initial Training	Initial User Training	\$30,000.00
Sub- Total		\$175,445.00
Data Migration Services		
Migration		\$45,000.00
Sub-Total		\$45,000.00

Expansion YEAR 2 (2015-2016)

Item	Description	Annual
Clarity Enterprise Seats	Includes access and operation at the Enterprise level per each seat. (129)	\$61,920.00
Clarity Manager Seats	Includes Enterprise level access and operation, with the addition of ability to customize agency preferences, including services and programs of the selected agency. (15)	\$9,000.00
Clarity Administrator Seats	Includes software maintenance, updates, customer support, bug fixes, seat maintenance, product enhancements, ongoing global system additions, and telephone, email, and self-service portal support of system administrators. (Includes 60 hours of Customer Support per year). (6)	\$5,400.00
Add On Premium Services		
Data Analysis Tool	Data Analysis Ad-Hoc Query tool. Allows simple data mining through an intuitive drag and drop interface to assist in analyzing data.	\$6,000.00
Sub- Total		\$82,320.00

2-YEAR TOTAL EXPANSION BUDGET SUMMARY

Fiscal Year 2014-2015	Year 1 Project Expansion	\$175,445.00
Fiscal Year 2014-2015	Data Migration	\$45,000.00
Fiscal Year 2015-2016	Year 2 Project Expansion	\$82,320.00
Expansion Total		\$302,765.00

As Needed Service Fees and Rates:

This Service Fee and Rate table is informational only, for the sole purpose of identifying rates and fees post implementation that can be contracted through a separate Change Control request.

	New License Setup Fees	Cost
Administrative User	Cost Per User	\$300
Manager User	Cost Per User	\$250
Enterprise User	Cost Per User Setup	\$175

	New License Monthly Charges	Cost
Administrative User	Monthly Fee per Administrative User	\$75
Manager User	Monthly Fee per Manager User	\$50
Enterprise User	Monthly Fee per Enterprise User	\$40

	Training and Special Support Services	Cost
On-Site Support	Contractor staff provide on site service to assist technical setup, system adjustment, implementation planning and training. On Site service requires completion of pre-visit checklist. The maximum number of training attendees at any point in time is fifteen ("15") per trainer. Travel time charged at same rate. Training charges do not cover travel expenses.	
Hourly Fee	Cost Per Hour	\$120
Training	1 Staff for 1 Day, includes Preparation	\$1,250
Custom Software	Cost Per Hour	\$135
Report Specification	Cost Per Hour	\$120
Other Support	Cost Per Hour	\$120

Travel time, cost, and expenses will be invoiced directly to County and paid within thirty ("30") days of the emailed invoice. One (1) On-Site Support session, including travel time and expenses, is included per year in the Budget.

1. **Special Services.** Additional services will be provided only by mutual written agreement. None of the following additional services, which are not otherwise already provided as default to the system, are provided unless specified in separate written agreement. Services provided by such special agreement include:
 - a. Implementation Planning and Consultation
 - b. Data Conversion and Migration
 - c. Custom Configuration or Software Development

- d. New Special Security Setup
- e. New Custom Screen Development
- f. New Edit Checks, Display Constraints and Calculations
- g. New Templates
- h. New Custom Fields
- i. New Outcome Measures
- j. New Reports
- k. New Logos
- l. New Screen and Form Printouts
- m. New Eligibility Screens
- n. New Data Extracts

2. **Special Backup.** Additional Backup services will be provided only by mutual written agreement. None of the following Backup services are provided unless specified in separate written agreement. Backup Services provided by such special agreement include:

- a. *Augmented Backup Schedules.* Backups made more frequently than those specified in our standard Backup Schedule.
- b. *"Hot Backup" Mirroring.* "Hot Backup" provides a spare of each "type" of server configured and set aside to be on call at a moments notice. This would add the cost of one Database Server and one Application Server. This option would use an ongoing replication process to keep mirrored data up-to-date for rapid redundancy in case of a Database Server data failure.
- c. *Off-Site Data Mirroring via Replication.* Contractor can supply software to replicate the data to one or more off-site facilities. With this option the data will be mirrored to a safe off-site server where it can be used to restore a bad dataset or to configure a new system in the event of a disaster.

3. **Recovery Services.** Contractor will give the highest priority to the reinstatement of services for the County impacted by system failure disasters. Contractor will perform data recovery services without charge for data loss or damage resulting only from failures of software and equipment provided by Contractor. Loss due to County error will be charged to the County. In the event of a disaster related system failure, Contractor will be prepared to provide the following recovery services:

- a. *Secure and Assess Data.* Immediate priority will be to secure the most recent version of data, consult to determine guidelines for assessing quality, and running tests to determine the status of data.
- b. *Restore Data as Necessary.* If necessary, backup data will be used to restore all or part of the most recent data.
- c. *Reinstate or Setup New Hosting Site.* Pending options and needs, a functioning system will be reinstated at the original or a new host site.

4. **Training and Special Support Services.** Training and special support services are available as specified by work orders or inclusion in the Agreement. Unless otherwise agrees in writing, special support services include: Custom Configuration, Data Conversion and Migration, Data Audits, Reconciliation Assessments, Data Entry, On-Site Support, Training and Training Workshops, Data Recovery Due to User Error, Specification of System Changes, Custom Development, and any and all services not confirmed in other parts of this Agreement. Unless otherwise agreed to in writing, the prices for these services are referenced in the Training and Special Support Services schedule.

Terms of Payment:

County will make payments for the specified Services in accord with the following conditions.

1. **Startup Fees.** Fees required for the initiation of services include advance payment of Fixed Charges for three ("3") months of services and standard setup fees for the number of Users specified in the Agreement. Contractor must receive startup fees before startup activities will be initiated. Unless otherwise specified in writing, Contractor will deliver system access within two ("2") weeks of payment and basic configuration within four ("4") weeks.
2. **Monthly Charges.** Contractor will send an email invoice for actual costs incurred to County on the first day of each Quarter (January 1st, April 1st, July 1st, October 1st), to be paid within thirty ("30") days
3. **Pro-Rated Standard Charges.** In cases where services are initiated or terminated on dates other than the first day of the month, County will pay pro-rated Fixed and Variable charges.
4. **Special Services.** Invoices and payments for special services beyond those specified in this Agreement will be managed separately from those of standard monthly services.
5. **Payment Deadline.** County will make payments on quarterly invoices within thirty ("30") calendar days from the date of email invoice.
6. **Adjustment of Fees.** Unless agreed in writing by all parties, Contractor will not change the fee structure for County for two years ("24 months") following the execution date of this Agreement. Following the first two years of service, any fee changes by Contractor will be sent via email at least thirty ("30") days prior to implementation of fee change. Contractor will not raise prices over fifteen percent ("15%") per year in current dollars as measured by the Department of Commerce current price index, subject to renegotiation due to dramatic increases in the cost of services.

7. **Tariff Applications.** County acknowledges that the services may be subject, in whole or in part, to one or more provisions of state or federal tariffs filed by County. In the event of any conflict between any provision of this Agreement and any provision of such tariff, the provision of such tariff will control. This Agreement and the Services will be subject to such modifications as may be required or authorized by a regulatory agency in the exercise of its lawful jurisdiction.