

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

THIS FOURTH 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 (collectively, the "Parties");

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 Clarity Human Services Product for the Core Service Agencies on April 8, 2014; and

WHEREAS, the Parties amended the agreement to include the Homeless Shelters and Housing organizations on August 5, 2014; and

WHEREAS, the Parties amended the agreement to allow the Director of the Human Services Agency to execute amendments for developing revised enrollment and assessment report in an amount of \$23,000 and to change the current approval of authorization of the Human Services Agency Director to sign amendments up to \$171,844 for licenses maintenance, data and cleaning to include all technology services necessary to fulfill the goals of the agreement, on December 9, 2014; and

WHEREAS, the Parties amended the agreement for the purpose of providing a hosted third-party software as a service with respect to certain information technology needs, on February 21, 2015; and

WHEREAS, the Parties wish to further amend the agreement to include system continuity, vendor license seat fees for the Core Agencies and the Homeless Management Information Systems (HMIS) users, HMIS Ad-Hoc Reports and ongoing system maintenance and modifications increasing the amount by \$239,202, using Measure A funds.

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

1. Section 3 Payments - of the agreement is 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, A1 and A2, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B and B1. 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 \$239,202, for Measure A Services. In no event shall County's total fiscal obligation under this agreement exceed Seven Hundred Forty Four Thousand Nine Hundred Sixty Seven Dollars (\$744,967).

2. Section 4 Term and Termination - of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this agreement shall be from April 8, 2014, through June 30, 2017.

This Agreement may be terminated by Contractor or the Human Services Agency Director, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of this Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by this Agreement.

3. Exhibit A2 – Program/Project Description – is incorporated into the agreement by reference herein.

(See Attached)

4. Exhibit B1- Amount and Method of Payment - is incorporated into the agreement by reference herein.

(See Attached)

5. **All other terms and conditions of the agreement dated April 8, 2014, and as amended on August 5, 2014, December 9, 2014 and February 21, 2015, 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



Contractor's Signature

Date: July 13th 2015

Exhibit A2
Program/Project Description
Bitfocus

In consideration of the payments set forth in Exhibit B, "Amount and Method of Payment", Contractor shall provide the following services under the general direction of the Director of the Human Services Agency (HSA) or his/her authorized representatives:

This amendment to the agreement includes the following deliverables including the continuation of items including license seats fees for the Core Agencies and Homeless Management Information Systems (HMIS) users, HMIS Ad-Hoc Reports and ongoing system maintenance and modifications.

Project Deliverables:

1. FY 2015-16 150 HMIS License seats for a total cost not to exceed \$76,320.
2. FY 2015-16 HMIS Ad-Hoc Reports for a total cost not to exceed \$6,000.
3. FY 2016-17 150 HMIS License seats for a total cost not to exceed \$78,610
4. FY 2016-17 HMIS Ad-Hoc Reports for a total cost not to exceed \$6,000.
5. FY 2016-17 100 Core Agencies License seats for a total cost not to exceed \$53,272.
6. FY 2016-17 Core Agencies Ad-Hoc Reports for a total cost not to exceed \$6,000.
7. FY 2015-16 and FY 2016-17 Both Core Agencies and HMIS users – Training Site License and Maintenance for a total cost not to exceed \$10,000.
8. FY 2015-16 and FY 2016-17 Both Core Agencies and HMIS – Virtual Private Network License and Maintenance for a total cost not to exceed \$3,000.

Contract amount does include a 3% licensing price increase for FY 2016-2017.

The technological requirements for each of the above items have been created, reviewed and approved by all 8 Core Services Agencies. The County Manager's Office and HSA served as project sponsors and have been actively engaged in this process.

Performance Measures:

This is a Measure A funded agreement. The following performance measures ("Performance Measures") apply.

Customer Satisfaction:

HSA shall conduct semi-annual customer satisfaction surveys that will rate Contractor's performance. Those surveyed will include Core Services Agencies, Homeless Providers and County Manager's Office. Contractor's satisfaction ratings must reflect a positive result of 90% or higher in customer satisfaction. If score is less than 90%, Contractor will work with HSA to review and assist in remedying the Customer Satisfaction levels that fall below 90%.

Continuity of Service:

Notwithstanding other provisions in this agreement, Contractor will provide 99.999 percent availability. Contractor's standard arrangements provide continuous service twenty-four (24) hours a day for seven (7) days a week, and guaranteed continuous service between the hours of 5 AM and 9 PM PST Monday through Friday workweek. Contractor shall guarantee that there will be no outage time in excess of

.0075 consecutive hours or no more than .001 percent totals outage time per month. Outage time is defined as the length of time elapsed between when Contractor is notified of the problem and the problem is resolved. If outage time exceeds the above standards, Customer will be issued a refund or credit equal to one hundred (100) percent of the cost of the percent of outage time (calculated as percent outage out of total charge for month of outage). Requests for such refund or credit must be made within ten (10) days of conclusion of outage time. Such refunds or credits will not be available in cases where:

- a. County did not notify Contractor of the inability to transmit or receive data.
- b. Outage time was caused by acts of omission by County or their end-users.
- c. Equipment or applications that are not owned or controlled by Contractor failed.
- d. "Acts of war or god" and other circumstances beyond the control of Contractor occurred.
- e. Scheduled and/or pre-announced service maintenance was taking place.

Enhanced availability standards and guarantees can be arranged for additional cost.

Contractor shall provide County with monthly invoice the results of Performance Measures on the continuity of service.

Payments:

Detailed in Exhibit B1, Contractor will bill County monthly over two years for a total Amendment amount of \$239,202 (FY 2015-16 \$88,820 and FY 2016-17 \$150,382).

Invoices will be emailed or sent to:
Christine Ferry, Human Services Analyst II
One Davis Drive, Belmont, CA 94002
cferry@smcgov.org



**Exhibit B1
Amount and Method of Payment
Bitfocus**

In consideration of the services provided by Contractor in Exhibit A2 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

<u>Item</u>	<u>Quantity</u>	<u>FY 2015 - 2016</u>	<u>FY 2016- 2017</u>
Core Agencies - Enterprise Seats	84	\$0.00	\$41,530.00
Core Agencies - Manager Seats	10	\$0.00	\$6,180.00
Core Agencies - Administrator Seats	6	\$0.00	\$5,562.00
Core Agencies - Data Analysis	1	\$0.00	\$6,000.00
HMIS - Enterprise Seats	129	\$61,920.00	\$63,778.00
HMIS - Manager Seats	15	\$9,000.00	\$9,270.00
HMIS - Administrator Seats	6	\$5,400.00	\$5,562.00
HMIS - Data Analysis	1	\$6,000.00	\$6,000.00
Common - Training Site License & Maintenance	1	\$5,000.00	\$5,000.00
Common - Virtual Private Network License & Maintenance	1	\$1,500.00	\$1,500.00
Change Request CR Budget	1	\$0.00	\$0.00
		\$88,820	\$150,382.00

*FY 2016-2017 includes 3% Licensing Price Increase.

*Fiscal Year Begins July 1st and ends on June 30th of the following year.

Terms of Payment:

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

1. **Monthly Invoice.** Contractor will send an invoice for actual costs incurred to County on the first day of each month but no later than the 15th day of the month.
2. **Performance Measures.** Contractor shall provide with monthly invoice the results of the Performance Measures on Continuity of Service.



3. **Payment Deadline.** County will make payments on monthly invoices within thirty (30) calendar days from the date of invoice.
4. **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.
5. **Line Item Adjustments:** County shall have the right to adjust line item costs as agreed upon by both Parties as long as it does not exceed total agreement obligations.

Total Measure A obligation is \$239,202.

Total agreement obligation with Bitfocus including all Amendments, Exhibits and Attachments is \$744,967.

Payments should be emailed or sent to:

Christine Ferry, Human Services Analyst II
One Davis Drive, Belmont, CA 94002
cferry@smcgov.org

