

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

THIS FIFTH 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 information technology services for the Clarity Human Services System on April 8, 2014 in an amount not exceed \$180,000 for the term of April 8, 2014 through July 30, 2016; and

WHEREAS, on August 5, 2014, the parties amended the agreement to expand services and add funds in the amount of \$302,765; and

WHEREAS, on December 9, 2014, the parties amended the agreement to allow the Director of the Human Services Agency to execute amendments for developing revised enrollment and assessment reports in an amount of \$23,000 and to change the 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; and

WHEREAS, on February 21, 2015, the parties amended the agreement to add Performance Measurement Report and Modifications for Profile, Assessment, and Program Enrollment Screens and add funds in the amount of \$23,000; and

WHEREAS, on August 4, 2015, the parties amended the agreement to add Measure A funds in the amount of \$239,202 and extend the term of the agreement through June 30, 2017; and

WHEREAS, the parties wish to further amend the agreement to extend the term of the agreement through June 30, 2019, add funds in the amount of \$255,000 for a new maximum amount not to exceed \$999,967, and expand the scope of services to include implementation of the Clarity Human Services System for the Children and Family Services branch of the Human Services Agency.

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

1. Section 1. Exhibits and Attachments of the agreement is amended to read as follows:

The following exhibits and attachments are attached to this agreement and incorporated into this agreement by this reference:

Exhibit A—Services

Exhibit A1—Performance Measurement Report and Modifications for Profile, Assessment, and Program Enrollment Screens

Exhibit A2—Program/Project Description

Exhibit B (revised 8/14)—Payments and Rates

Exhibit B1—Amount and Method of Payment

Exhibit C—Services (Family Resource Center Database)

Exhibit D—Rates and Payment (Family Resource Center Database)

Exhibit E—Project and Performance Measures (Family Resource Center Database)

Attachment H—HIPAA Business Associate Requirements

Attachment I—§ 504 Compliance

Attachment IP—Intellectual Property

2. Section 2. Services to be performed by Contractor of the agreement is amended to read as follows:

In consideration of the payments set forth herein and in Exhibits B (revised 8/14), B1, and D, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibits A, A1, A2, C, and E.

3. 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 specifications set forth herein and in Exhibits A, A1, A2, C, and E, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B (revised 8/14), B1, and D. 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 \$255,000 for Children and Family Services. In no event shall County's total fiscal obligation under this agreement exceed **NINE HUNDRED NINETY NINE THOUSAND NINE HUNDRED SIXTY SEVEN DOLLARS** (\$999,967).

4. 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 July 30, 2019.

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 the County and shall be promptly delivered to the County. Upon termination, the 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 the 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 the agreement.

5. Exhibit C is hereby added and attached hereto.
6. Exhibit D is hereby added and attached hereto.
7. Exhibit E is hereby added and attached hereto.
8. All other terms and conditions of the agreement dated April 4, 2014 between the County and Contractor and all subsequent amendments shall remain in full force and effect.
9. This amendment constitutes the entire understanding of the parties hereto with respect to matters herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications of this amendment or the agreement shall not be effective unless set forth in writing and executed by both parties.

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: September 1, 2016

EXHIBIT C - SERVICES

BITFOCUS, INC. Family Resource Center Database September 20, 2016 – June 30, 2019

In consideration of the payments set forth in Exhibit D, Contractor shall provide the following services:

Services Description:

Service Provider agrees to provide authorized end users ("Users") access to and use of its Client and Service Management System ("System") subject to the following terms and conditions:

1. **Purpose; Term:** This agreement sets forth the terms and conditions under which Contractor agrees to license certain hosted "Software as a Service" and provide all other services, monitoring, support, backup and recovery, change management, technology upgrades, and training necessary for County's productive use of such software (the "Services").
2. **Number of Users:** Internet access will be available to 20 Enterprise Seats / 1 Manager Seat / 2 Administrator Seats with access rights transferable to different users by County. Refer to "Service Fees" for breakdown of user types. Refer to "Exhibit B" for breakdown of user types and additional 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 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.
3. **Number of Organizations:** 1 Organization/Agency will be authorized under this Agreement.
4. **Features and Functionality:** County will have full access to and use of all documented features provided in the most recent version of the Services.

One Time Setup and Implementation - Statement of Work

1. **Initial End User Training:** — Time Estimate: 1 Day
The Bitfocus, Inc. Professional Services Training Team will provide a personalized new user training to the 20 Enterprise Users. The End User Training will be a customized workflow training based on the findings of the Business Process Analysis and configuration completed under the Implementation and Configuration phase. End Users will be supplied with an End User Guide as part of their End User Training which will summarize actionable steps covered through the End User Training for post-implementation support. End Users who have completed the End User Training will walk away understanding the core concepts and actions required within the Clarity Human Services system as part of the established Business Process workflow.
2. **System Administration Training, Train-the-Trainer Format:** — Time Estimate: 1 Day
The Bitfocus, Inc. Professional Services Training Team will provide the identified System Administrator with a standard System Administrator training. The goal of the System Administrator training is to provide instruction on how to effectively manage the Clarity Human Services implementation, understand the Security and Access Management functionality, and to understand and access the documented features available of the Clarity Human Services system.
3. **Data Migration:** — Time Estimate: 3 Months
Data Migration will consist of the receipt of a complete Oracle Database dump of the existing San Mateo FRC database. The Legacy Database has been identified as an Oracle Database. The Database Migration team as part of this task will analyze the Oracle Database Schema, and develop and Extract, Transform, Load (ETL) process to transition the

legacy data from the Oracle system and Import this information into the Clarity Human Services based FRC Implementation. The imported Data will follow the finalized Implementation configuration and include only the data relevant to the Implementation. Understanding that this is an oracle database, expected export is CSV format. Additional details/questions for data migration portion of the project forthcoming when appropriate.

4. Business Process Analysis / Requirements Gathering: — Time Estimate: 1 Month

The Bitfocus, Inc. Professional Services Team will work closely with the County to conduct a full Business Process Analysis and Requirements Gathering. Upon completion of the Analysis, the Professional Services Team will provide an updated Business Process recommendation, which merges the Business Process Requirements, the Clarity Human Services features/functionality, Reporting requirements, and Business Use requirements of the County. This plan will serve as the design requirements for the Implementation and Configuration phase.

5. Implementation and Configuration Consulting: — Time Estimate: 2 Months

The Bitfocus, Inc. Professional Services team will follow the findings of the Business Process Analysis, and work to configure the Clarity Human Services application to conform, where applicable, to business requirements. The following tasks will be completed as part of the Implementation and Configuration service:

1. Implementation Planning and Consultation during process
2. Custom Configuration of System settings
3. Creation of Agency
4. Creation of Customized Programs
5. Creation of Customized Services
6. Custom Field Development
7. Custom Screen Development
8. Custom Template Creation
9. Customization of Edit Checks, Display Constraints and Calculations
10. Customization of Security Setup and Access Roles

Implementation and Configuration Consulting is priced at the “Up to 250 Hours” Pricing Tier, and is a flat fee. Additional consultation that exceeds this scope will require a separate Scope of Work and estimation approved by County.

6. Initial Report Development: — Time Estimate: 2 Months

The Bitfocus, Inc. Report Development Department will follow the findings of the Business Process Analysis, and work to develop Reporting Specifications and final Report Products to conform, where applicable, to the business requirements. Each Report identified under this task will require a Report Specification to be designed. This Report Specification will be signed off by the County to approve the Report Logic prior to Report Development to ensure the specification will meet the requirements.

Initial Report Development is provided at the “Up to 175 Hours” Pricing Tier, and is a flat fee. Additional Report Development which exceeds this Pricing Tier will require a separate Scope of Work and estimation approved by County on a per Report basis.

Support Description:

1. **Standard Hosting Services:** Service Provider will setup hosted Internet access for the above- specified number of users and organizations. The setup will include services and capacities to accommodate configuration. The FRC project will live on the pre-existing San Mateo County Services implementation, and be considered an add-on implementation. The pre-existing URL for this implementation is <https://sanmateo.clarityhs.com>. Service Provider will create a completely separate and isolated sharing-group instance of the FRC data which will in no way connect to the Human Services Agency’s existing Center on Homelessness/Core Service Agency data to prevent any intentional or unintentional access

to or sharing of data.

2. **Standard Support Services:** The standard support services will be provided as specified in the Agreement as part of the fees charged for setup and ongoing service.
3. **User Management of Access Rights:** Service Provider is only responsible for the initial, pre- use security and user access settings. Unless specified in writing, County is responsible for the ongoing adjustment and maintenance of data sharing settings, user access, and security rights.
4. **Service Representative and Contract Management:** Service Provider will assign a designated staff to be the support liaison and contract manager for County.
5. **Standard System Setup (Initial):** Service Provider will provide the following system setup activities:
 - a. *Installation.* The System will be installed for use via the Internet by users authorized by County.
 - b. *Intra-Organization Access.* Service Provider will setup intra-organizational access and security settings in accord with written specifications provided by County. Organizational level access rights will include view, edit, add, and delete rights to system features or groups of data, but not field level access. Standard access and security setup will include assignment of users to Access Roles within their respective organizations. Service Provider will setup a maximum of six ("6") Access Roles. These Access Roles will be either defined in writing by County or defaults provided by Service Provider. Initial Login accounts and passwords will be assigned by Service Provider to each user in specified access Roles within their respective organizations.
 - c. *Inter-Organization Access.* Service Provider will assign one ("1") data sharing setting for each organization covered by the Agreement. This will enable each organization to define what client or service data will be accessed by staff from other organizations.
 - d. *End-User Access and Security Settings.* End users authorized by County will have ability to adjust and refine user access and security rights. Such end-user adjustments of access and security settings will be the responsibility of County. Service Provider will not be responsible for access and security setting adjustments made by County.
 - e. *Default Access and Security Settings.* Access and security rights must be setup before Service Provider will provide system access to non-System Manager Users.
 - f. *Training Data.* System setup will include an alternative database for training and practice. This training database will contain fictional data with no relationship to any real client, organization, or user.
6. **Product Support:** Phone and e-mail support is provided to the authorized County Technical Liaison as part of the Agreement Service Fees. This support is provided via the Technical Liaison for the explicit purpose of assisting County to understand and utilize existing system features and capacities. Service Provider will not work directly with end-users. This will be the responsibility of the Technical Liaison. Unless otherwise specified in other parts of this Agreement, these services do not include custom system adjustments, development of reports, post-setup system configuration, data conversion and migration, on-site services, or the actual use or application of system features and capacities on behalf of the user. (e.g., users will be assisted concerning use of features and capacities,

but Service Provider will not actually use them on behalf of the end users). Technical/Product support will not take the place of the County taking advantage of adequate Service Provider training.

Service Levels:

1. **Continuity of Service.** Notwithstanding other provisions in this contract, Service Provider will provide 99.999 percent availability. Our 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 during the common Monday to Friday work week. We guarantee, in accord with the remedies stated below, that there will be no outage time in excess of .0075 consecutive hours or no more than .001 percent total outage time per month. Outage time is defined as the length of time elapsed from when Service Provider is notified of the problem to the point of time that the problem is remedied. Remedies for outage time longer than these parameters will be a refund or credit equal to one hundred percent (100%) of the cost of the percent of outage time (calculated as percent outage out of total charge for month of outage). Requests for such remedies must be made within ten (10) days of outage time.

These remedies will not be available in cases where:

- a. County did not notify Service Provider of the inability to transmit or receive data.
- b. Outage time is caused by acts of omission by County or their end-users.
- c. Failure of equipment or applications that are not owned or controlled by Service Provider.
- d. "Acts of war or God" and other circumstances beyond the control of Service Provider.
- e. Scheduled and/or pre-announced service maintenance.

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

2. **Hosting Facilities.** Hosting will be provided at facilities that are ranked as Tier 4 and Class A. The hosting facility will provide state-of-the-art security that provides 24/7 physical and electronic security, including on-site security guards, trap-door entry, keycard and biometric access, and electronic surveillance and alarms. Other capacities of the hosting facility will include fire alerts, gaseous fire suppression, sophisticated security and video camera surveillance system; 24x7 secured, and escorted access. Battery backup, Diesel Generation and multiple Fiber Optic connections will be provided to ensure maximum uptime and performance.
3. **Support Response Time.** Service Provider will be available during normal business hours for both Operational and Technical support. Normal Business Hours are 8 am – 5 pm Pacific Standard Time Monday – Friday. If specific arrangements are made, after hours and weekend support will be available. These calls may require contacting an on-call representative who will be able to assist you or make arrangements to provide needed assistance.

Backup Requirements:

1. **Backup Schedule:** External hard drive backups will be made daily.
2. **Backup:** Daily data backups will be stored at the hosting site for seven (7) days.
3. **Storage of Backup Data:** After seven (7) days, external drive backups will be transferred to an encrypted media and stored in a secure off-site location for one (1) year. After one (1) year, remotely stored backup data will be fully destroyed so that said data is totally unrecoverable.
4. **County Requested Copies of Data:** County may request copies of its data at any time subject to the conditions of this Agreement. At the end of this Agreement, or in the event of

termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract 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 contract materials if permitted by law.

Service Windows:

1. **System Maintenance and Internet Service Support:** Service Provider will install, configure, and test all upgrades and service packs as they become available. Forthcoming upgrades will be announced via e-mail no less than fifteen (15) calendar days prior to deployment via hosting services. Service Provider will, upon request, provide County with opportunities to review and test these upgrades. County's request to review and test upgrades will in no way impact Service Provider release schedule.

County Infrastructure Requirements:

County will be responsible for ensuring that users have the appropriately configured hardware, software, and communication lines required for system use. Minimum requirements are as follows:

1. **System Requirements:** Unless otherwise agreed in writing, County will use or provide equipment compatible with the Services and Service Provider's network and facilities. County will bear the cost of any additional protective apparatus reasonably required to be installed because of the use of Service Provider's network or facilities by County, lessees or assignees.
2. **Minimum Hardware Requirements:** Intel or AMD dual core processor (or newer) that supports SSE2. 1GB of RAM. 500MB of hard drive space.
3. **Operating System and Browsers:** Windows XP, Windows Vista, Windows 7 or newer, Mac OS X 10.5, Mac OSX 10.6, Mac OS X 10.7 or newer. Firefox 6 or newer. Internet Explorer 8 or newer.
4. **Line Bandwidth:** For each user connecting over a given line there must be at least 20kbps of bandwidth available for the user. This means that if a given site has 20 users, there would need to be at least 400kbps of bandwidth available to access Services. Although we recommend a dedicated line, be sure to take into account any other traffic that may be using the same connection. Other traffic would include that used by email, web access, and web serving.
5. **Performance:** County acknowledges that the minimum system requirements may result in minimum system performance. Service Provider will not be responsible for unreliable or low performance resulting from County technological infrastructure.
6. **Non-Interference with Maintenance and Upgrading of Facilities and Resources:** County use of the Services provided herein and any equipment associated therewith will not:
 - a. Interfere with or impair services over Service Provider's network or facilities
 - b. Cause damage of any nature to Service Provider's assets
 - c. Be used to frighten, abuse, torment or harass another
 - d. Create hazards to Service Provider's offices, directors, employees, sub-contractors, agents or users of the aforementioned network or facilities.

Non-Disclosure of Confidential Information:

The County and its authorized users of the Contractor's product are bound by the Public Records Act to provide data to the public in accordance with California Government Code Section 6250, et seq. The terms of this Agreement and the County's work products are exempt from the non-disclosure of

confidential information cited below.

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

1.1. Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that is not subject to the California Public Records Act, see Government Code Section 6250, et seq., that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of Contractor, whether marked "Confidential" or not, consists of Contractor information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, customer, supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving entity).

1.2. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

1.3. Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

1.4. The provisions of this Section shall survive the termination of this Agreement.

EXHIBIT D – RATES AND PAYMENT

BITFOCUS, INC. Family Resource Center Database September 20, 2016 – June 30, 2019

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

Variable Service Fees and Professional Services Rates:

Item	Ongoing Variable Charges	Cost
Data Transfer	Cost per GB Transferred over 40GB/Month	\$4/GB
Data Storage	Cost per Average MB Stored per Month	\$0.20/10MB

Item	Training and Special Support Services	Cost
Consulting Services	Consulting Services per Hour	\$175
Development Services	Software Development Services per Hour	\$175
Reporting Services	Report Development Services per Hour	\$175
Training Services per day	Service Provider 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.	\$1,250

* Travel time, cost, and expenses are not included in the Budget. These costs will be invoiced directly to County and paid within thirty (30) days of the emailed invoice.

User Seat Fee Structure

License	Qty.	Monthly	License	Qty.	Monthly
Enterprise Seats	20	\$45.00	Manager Seats	1	\$51.50
Volume Discount Applied. \$65/Seat Original			Administrator Seats	1	\$77.25

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Annual Recurring Pricing

Item	Description	Annual
Clarity Enterprise Seats	Includes access and operation at the Enterprise level per each seat	\$5,400
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.	\$618
Clarity Administrator Seats	Includes Enterprise and Manager level access and operation with the addition of System Administration management functions. (Includes 30 Hours of Advanced Technical Assistance per year).	\$927
Base Clarity Application	Includes software maintenance, updates, County support, bug fixes, seat maintenance, product enhancements/upgrades, ongoing global system additions, and telephone, email, and self-service portal support for System Administrators.	\$20,000
Training Site License	A Clarity Training Web Site provides an implementation specific site for training purposes and is an important part of any Clarity installation. This service provides optional ongoing training site operation, including software updates in concert with the production site.	\$2,500
Virtual Private Network Maintenance & Support	Virtual Private Network (VPN) is a Clarity premium service for clients seeking a secured connection to their database for sophisticated reporting purposes. (Includes 4 hours of County support per year.)	\$400
Data Analysis Engine	Data Analysis Ad-Hoc Query tool. Allows simple data mining through an intuitive drag and drop interface to assist in analyzing data	\$6,000
		\$35,845

One Time License Activation Fee

Item	Description	Qty.	Setup Fee	Cost
Enterprise Setup	Enterprise User Seat Licensing Setup Fee	20	\$175.00	\$3,500
Manager Setup	Agency Manager User Seat Licensing Setup Fee	1	\$250.00	\$250
Administrator Setup	Administrator User Seat Licensing Setup Fee	1	\$300.00	\$300
				\$4,050

*Additional seats may be purchased at any time. For additional seats, the standard Setup Fee (above) and Monthly Fees apply.

One Time Setup and Implementation Fees

Item	Description	Annual
End User Training	Initial End User Training	\$10,000
System Admin Training	System Administration Training, Train-the-Trainer Format	\$5,000
Data Migration	Data Migration (Legacy Oracle Database)	\$40,000

Process Analysis	Business Process Analysis / Requirements Gathering	\$10,500
Implementation Service	Implementation and Configuration Consulting [250 Hour Tier]	\$43,750
Report Development	Initial Report Development [175 Hour Tier]	\$26,250
		\$135,500

Total Year Annual Licensing + License Activation + Implementation Fees

Description	Annual
Annual Recurring Pricing	\$35,845
One Time - Seat Activation Fees	\$4,050
One Time - Setup and Implementation Fees	\$135,500
	\$175,395

Terms of Payment:

County will make payments for the specified Services in accord with the following conditions based on the fee schedules in this Exhibit.

- 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 Organizations, Users, and Servers specified in the Agreement. Service Provider must receive startup fees before startup activities will be initiated. Unless otherwise specified in writing, Service Provider will deliver system access within two ("2") weeks of payment and basic configuration within four ("4") weeks.
- 2. Monthly Charges.** Service Provider will invoice County monthly for actual costs incurred. Service Provider will send an email invoice to County on the first day of each month but no later than the 15th day of the month to be paid within thirty ("30") days. Invoice will be e-mailed to HSA_CFScontracts@smcgov.org with a copy to the County Contract Manager. In no event shall all taxes, services, and fees exceed the total amount of the contract obligation of \$999,967.
- 3. Performance Measures:** Contractor shall provide with monthly invoice the results of the Performance Measure on Continuity of Services.
- 4. 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.
- 5. Special Services.** Invoices and payments for special services beyond those specified in this Agreement will be managed separately from those of standard monthly services. Special services must be approved, in writing, by the County before work is performed.
- 6. Late Payment Penalty.** County will render a Late Payment Penalty of one and a one half percent ("1.5%") interest per month on balances unpaid after the Payment Deadline. Late Payment penalties will be charged to the next invoice for regular service.
- 7. Adjustment of Fees.** Unless agreed in writing by all parties, Service Provider will not change the fee structure for County for three years ("36 months") following the execution date of this Agreement. Following the first three years of service, any fee changes by

Service Provider will be sent via email at least thirty ("30") days prior to implementation of fee change. Service Provider 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.

8. **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.

EXHIBIT E – PROJECT GOALS AND PERFORMANCE MEASURES

BITFOCUS, INC. Family Resource Center Database September 20, 2016 – June 30, 2019

- I. Service Provider shall submit a monthly report to accompany invoice with the following information:
 - a. Project work plan marked with completed deliverables and budget, included both start and completion date.
 - i. Percentage of project goals met and completed on time.
 - ii. Percentage of project goals met and completed on budget.
 - b. Outage time per month:
 - i. Total amount of outage time in consecutive hours.
 - ii. Percent of total outage time per month.
- II. The contract will be evaluated for success based on the following performance measures:
 - a. 90% of project goals met and completed on time and on budget.
 - b. 0.001% Continuity of Service - No outage time in excess of .0075 consecutive hours or no more than .001 percent total outage time per month.
 - c. Customer satisfaction rating of use of the software for better tracking, reporting and needs assessment by the Family Resource Centers, Human Services Agency will be 80%.