

County of Santa Clara – Non Standard Service Agreement Amendment Cover Sheet

This is an administrative form and is not part of the Agreement

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed In SAP)	Bitfocus, Inc.				
Purchase Order Number:	4300013330	Amendment Number:	5	Effective Date (Will be the date executed by Authorized County Representative):	
Agency/Department Name:	Office of Supportive Housing			Department Number:	168
Brief Description of Services:	Establish roles, rights, and responsibilities related to the Homeless Management Information System (“HMIS”) services				

Maximum Financial Obligation (Prior to this Amendment):	\$ 1,267,900	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 1,631,644
Current Agreement End Date:	06/30/2021	New Agreement End Date:	06/30/2022

Contract History

Total financial obligation from prior fiscal year(s):	\$ 1,347,900
Financial obligation in current fiscal year:	\$ 363,744
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 1,711,644

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	168	5255100	1422	\$80,000	FY21	
Line 2	H	168	5255100	1422	\$363,744	FY22	
Line 3	Select...						
Line 4	Select...						

Approved: 06/22/2021

**FIFTH AMENDMENT TO AGREEMENT FOR HOMELESSNESS MANAGEMENT INFORMATION
SYSTEM BETWEEN THE
COUNTY OF SANTA CLARA AND BITFOCUS, INC**

This is the Fifth Amendment to the Agreement between the County of Santa Clara (County) and Bitfocus, Inc. (Contractor) entered into on July 1, 2016 in order to establish roles, rights, and responsibilities related to the Homeless Management Information System (“HMIS”) services for the County.

WHEREAS, the Board of Supervisors approved the Voluntary Vendor Cost Reduction Initiative (VVCRI) on November 3, 2020;

WHEREAS, under the VVCRI, the County is offering existing contractors and vendors a one-year or a two-year non-competitive extension in exchange for a cost reduction without a change in terms other than minor scope changes;

WHEREAS, the Contractor desires to participate in the County’s VVCRI;

WHEREAS, the Contractor agrees to a 10% cost reduction in exchange for a one-year extension;

WHEREAS, the County’s Chief Procurement Officer has reviewed and approved Contractor’s participation in the VVCRI; and

WHEREAS, parties agree to amend the Agreement under the VVCRI effective July 1, 2021.

NOW, THEREFORE, in consideration of the mutual obligations in this Agreement and this Fifth Amendment, County and Contractor agree as follows:

1. Section 2.1, **AGREEMENT TERM**, of the Agreement is revised to read: “This Agreement commences on **July 1, 2021** and expires on **June 30, 2022**, unless terminated earlier or otherwise amended.”
2. Section 5, **INVOICING AND PAYMENT**, is revised to read: “The total not-to-exceed value of this Agreement is \$1,631,644, which represents an increase of \$363,744 from the prior not-to-exceed value of \$1,267,900.” Contractor understands that this not-to-exceed value does not represent a commitment by County to Contractor.
3. **EXHIBIT A SERVICES FEES AND RATES** is hereby revised to read:

July 1, 2020 – June 30, 2021

Item and Description	Billing Schedule	Maximum Amount
Ongoing Charges		
800 Clarity Enterprise Seats <ul style="list-style-type: none"> • Includes access and operation at the Enterprise level per each seat • \$20.60 per seat per month 	\$16,480 permonth	\$197,760
70 Clarity Manager Seats <ul style="list-style-type: none"> • Includes Enterprise level access and operation,with the addition of ability to customize agency preferences, including services and programs of the selected agency. • \$51.50 per seat per month 	\$3,605 per month	\$43,260

18 Clarity Administrator Seats <ul style="list-style-type: none"> Includes Enterprise and Manager level access and operation with the addition of System Administration management functions. 	\$2,781 per month	\$33,372
<ul style="list-style-type: none"> Includes 30 Hours of Advanced Technical Assistance per year. \$154.50 per seat per month 		
Santa Clara County Training Site License <ul style="list-style-type: none"> Clarity Training Web Site provides a Santa Clara County-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. 	\$515 per month	\$6,180
Virtual Private Network Maintenance and Support <ul style="list-style-type: none"> 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 customer support per year. 	\$34.33 per month	\$412
Replica Database Access and Support <ul style="list-style-type: none"> Includes a unique VPN for direct access, given at direction of the County, to a live-time replica of the SCC HMIS database 	\$618 per month	\$7,416
Additional Clarity Seats <ul style="list-style-type: none"> Enterprise, Manager, and Administrator seating capacity to expand utilization as system utilization expands at Seat rate. 	Invoiced upon activation and monthly forward.	\$121,600
Total (Maximum Amount)		\$410,000

July 1, 2021 – June 30, 2022

Item and Description	Billing Schedule	Max Amt
Ongoing Charges		
1100 Clarity Enterprise Seats <ul style="list-style-type: none"> Includes access and operation at the Enterprise level per each seat \$20.60 per seat per month 	\$22,660 per month	\$271,920
70 Clarity Manager Seats <ul style="list-style-type: none"> Includes Enterprise level access and operation, with the addition of ability to customize agency preferences, including services and programs of the selected agency. \$51.50 per seat per month 	\$3,605 per month	\$43,260

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Virtual Private Network Maintenance and Support <ul style="list-style-type: none"> 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 customer support per year. 	\$34.33 per month	\$412
Replica Database Access and Support <ul style="list-style-type: none"> Includes a unique VPN for direct access, given at direction of the County, to a live-time replica of the SCC HMIS database 	\$618 per month	\$7,416
Additional Clarity Seats <ul style="list-style-type: none"> Enterprise, Manager, and Administrator seating capacity to expand utilization as system utilization 	Invoiced upon activation and monthly forward.	\$41,600
Total		\$404,160
10% cost reduction in exchange for a one-year extension		(\$40,416)
Sub-Total (Maximum Amount)		\$363,744

4. **EXHIBIT D ISO Security and Compliance Language** is hereby added to read:

A. For purposes of this section, the following definitions shall apply:

1. "Breach" means unauthorized access to, or use of, County Data or information security networks or systems that compromises confidentiality, integrity, and/or availability of those systems or County Data.
2. "Independent Penetration Testing," or "pen testing," means the County's practice, by using an independent third party, of testing a computer system, network or web application to find security vulnerabilities that an attacker could exploit.
3. "Risk Assessment" means the process by which the County's Information Security Office ("ISO") assesses (i) the Contractor's information security program, and related aspects, by identifying, analyzing, and understanding how the Contractor will store, process and transmit County Data; and (ii) the potential impact on the County of any security risks, weaknesses and threats related to safeguarding County assets and County Data. The Risk Assessment usually includes the ISO's evaluation of documentation provided by the Contractor.

B. Contractor shall do all of the following:

1. Maintain or improve upon its information security posture at the time of the County's initial Risk Assessment as reasonably determined by the County. Contractor shall provide written notice to ISO of any changes or deficiencies to its information security posture.
2. Protect the confidentiality, integrity, and availability of the County's data and comply with any information security requirements provided to Contractor by the ISO for the entire term of the Agreement.
3. Follow any updated security requirements for the remaining term of the Agreement if the County re-evaluates the Risk Assessment, conducts periodic audits, and/or completes annual Independent Penetration Testing.
4. Upon discovering any Breach that could impact the County, whether caused by Contractor, its officers, employees, contractors or agents or others, the Contractor shall notify the ISO at o365-iso-team@sccconnect.onmicrosoft.com within 24 hours. Contractor shall also comply with all of its other obligations in this Agreement relating to breaches and potential breaches.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

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The Agreement, as amended, constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the dates set forth below.

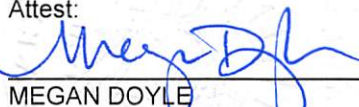
COUNTY OF SANTA CLARA

CONTRACTOR

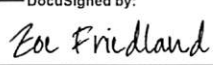

MIKE WASSERMAN JUN 22 2021
President, Board of Supervisors

DocuSigned by:

By: JEFF UGAI, Chief Operating Officer
Date: 6/11/2021

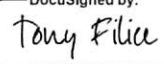
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

MEGAN DOYLE JUN 22 2021
Clerk of the Board of Supervisors

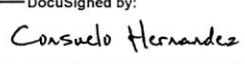
APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

E374967A6B5D4CC... 6/10/2021
Zoé Friedland Date
Deputy County Counsel

APPROVED

DocuSigned by:

618FF65583F6473... 6/11/2021
Tony Filice Date
Acting Financial and Administrative Services Manager

APPROVED

DocuSigned by:

7B3319C0D83D4AC... 6/11/2021
Consuelo Hernandez Date
Director, Office of Supportive Housing