

FY2022-23 MASTER CONTRACT LIST DELEGATION OF AUTHORITY COVER SHEET

Approved by the Board of Supervisors on May 3, 2022, Agenda Item #58 (#110384)

Agreement Type: Expenditure Revenue Date Approved: _____

Department: Office of Supportive Housing Date Submitted: 6/28/2022

MCL Exhibit #: 11690 PO/Contract #: 4300013330

Contractor Name: Bitfocus, Inc Amendment # 6

AGREEMENT/AMENDMENT DETAILS

Amount of this request:	\$ 466,007.00
Subtotal amount of all <i>prior</i> requests approved under this Delegation:	\$ 0
Total amount of all requests to date under this Delegation: <i>(including this request)</i>	\$ 466,007.00
Maximum amount allowable under Delegation: <i>(what is the Requested Delegation Amount approved by the Board?)</i>	\$ 500,000.00
Is this within the 10% allowable increase?:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
New maximum contract value:	\$ 2,177,651.00
MCL Total Projected Contract Value:	\$ 2,211,644.00
End date of this Agreement/Amendment:	06/30/2023
MCL Delegation End Date:	06/30/2023

Department Comments:

Approved by County Counsel for form and legality Yes No Aaron Coskey Voit |6/28/2022

Comments: _____

DocuSigned by: 4581085511AF40C...

Recommended for Approval by OBA Yes No Flavio Barbosa |6/30/2022

Comments: _____

DocuSigned by: 64BAAF3C22F847C...

Approved by Office of the County Executive Yes No _____ |6/30/2022

Comments: _____



Master Contract List FY 2022-2023

Department: 0501 - Social Services Agency

Contract Type: Expenditure

ID: 11689

Contractor Name: Alum Rock Counseling Center

Description of Service: Parent Advocate Program: The Parent Advocate serves as a family advocate and provides individualized advocacy mentoring for families who are receiving child welfare services in the Time-Limited Court Ordered Family Reunification Program.

Delegation Start Date: 7/1/2022

Delegation End Date: 6/30/2023

Requested Delegation Amount: \$280,198.00

Projected Total Contract Value: \$1,190,842.00

Date Last Rebid: 11/15/2018

Date of Recent Board Approval: 4/7/2020

Method of Solicitation:

Department: 0168 - Affordable Housing Office

Contract Type: Expenditure

ID: 11690

Contractor Name: Bitfocus

Description of Service: Homeless Management Information System SaaS.

Delegation Start Date: 7/1/2022

Delegation End Date: 6/30/2023

Requested Delegation Amount: \$500,000.00

Projected Total Contract Value: \$2,211,644.00

Date Last Rebid: 2/6/2015

Date of Recent Board Approval: 6/22/2021

Method of Solicitation:

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:	6	Effective Date (Will be the date executed by Authorized County Representative):	
Agency/Department Name:	CEO-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):	\$ 1,711,644.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 2,177,651.00
Current Agreement End Date:	07/01/2021	New Agreement End Date:	06/30/2023

Contract History

Total financial obligation from prior fiscal year(s):	\$ 1,711,644.00
Financial obligation in current fiscal year:	\$ 466,007.00
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 2,177,651.00

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 <input type="text" value=""/>	168	5255100	1422	466,007.00		
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						

**SIXTH AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF SANTA CLARA AND BITFOCUS INC. REGARDING THE
HOMELESSNESS MANAGEMENT INFORMATION SYSTEM**

This is the Sixth Amendment to the Agreement between the County of Santa Clara (“County”) and Bitfocus, Inc. (“Service Provider” or “Contractor”) entered into in May 2016, in order to establish roles, rights, and responsibilities related to the Homeless Management Information System (“HMIS”) services. County and Contractor are collectively referred to herein as the “Parties.”

In consideration of the mutual obligations in this Agreement and this Sixth Amendment, the County and Contractor agree as follows:

Section 2.1, **AGREEMENT TERM**, of the Agreement is revised to read: “This Agreement commences on **July 1, 2022**, and expires on **June 30, 2023**, unless terminated earlier or otherwise amended.”

Section 5, **INVOICING AND PAYMENT**, is revised to read: “The total not-to-exceed value of this Agreement is \$2,177,651.00, which represents an increase of \$466,007.00 from the prior not-to-exceed value of \$1,711,644.00.” Contractor understands that this not-to-exceed value does not represent a commitment by County to Contractor.

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EXHIBIT A SERVICES FEES AND RATES is hereby revised to read:

July 1,2022- June 30,2023		
Item and Description	Billing Schedule	Maximum Amount
<i>Ongoing</i>		
1300 Clarity Enterprise Seats <ul style="list-style-type: none"> Includes access and operation at the Enterprise level per each seat \$21.22 per seat per month 	\$27,586 per month	\$331,032
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. \$53.05 per seat per month 	\$3,714 per month	\$44,568
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. Includes 30 Hours of Advanced Technical Assistance per year. \$159.14 per seat per month 	\$2,865 per month	\$34,380
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. 	\$530.45 per month	\$6,365
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. 	\$35.36 per month	\$424
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. 	\$636.54 per month	\$7,638
Additional Clarity Seats <ul style="list-style-type: none"> Enterprise, Manager, and Administrator seating capacity to expand utilization as system utilization increases. 	Invoiced upon activation and monthly forward.	\$41,600
Total (Maximum Amount) July 1, 2022 - June 30, 2023		\$466,007

Section 14.19, **COVID-19 REQUIREMENTS (IF APPLICABLE)** is added to read: Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements (“Certification”). Contractor shall comply with the requirements of this Section for the entire term of this Agreement. Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor’s compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

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.

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.

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

COUNTY OF SANTA CLARA

CONTRACTOR

DocuSigned by:
Jeffrey V. Smith 6/30/2022
JEFFREY V. SMITH, J.D., M.D. Date
County Executive Officer

DocuSigned by:
Jeff Ugai 6/29/2022
JEFF UGAI Date
Chief Operating Officer

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Aaron Coskey Voit 6/28/2022
Aaron Coskey Voit Date
Deputy County Counsel

APPROVED

DocuSigned by:
Robin Reynolds 6/29/2022
Robin Reynolds Date
Director, Financial and Business Operations

APPROVED

DocuSigned by:
Consuelo Hernandez 6/28/2022
Consuelo Hernandez Date
Director, Office of Supportive Housing