

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.14
(ID # 13590)

MEETING DATE:

Tuesday, December 15, 2020

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:
Ratify and Approve Agreement HHPWSCoC-0000033 with Bitfocus, Inc. for Homeless Management Information System Services for Five Years; All Districts. [\$638,470; up to \$63,847 in additional compensation - 100% Federal Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement HHPWSCoC-0000033 with Bitfocus, Inc., for a Homeless Management Information System and Related Professional Services for a total aggregate amount of \$638,470 for five years from January 1, 2021 through June 30, 2025, and authorize the Chairman of the Board to execute the agreement on behalf of the County; and
2. Authorize the Director of Housing, Homelessness Prevention and Workforce Solutions, or designee, to take all steps necessary to administer and implement the Agreement, including but not limited to, negotiating, approving, and executing amendments that conform to the intent of the Agreement, exhibits, and subsequent essential and relevant documents, provided that the total compensation amount is not exceeded, subject to County Counsel approval as to form.

ACTION:


Heidi Marshall, Director 10/28/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 15, 2020
xc: HHPWS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$164,230	\$118,560	\$638,470	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal Funding – 100%			Budget Adjustment:	No
			For Fiscal Year: FY2020/21 - FY2024/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

A Homeless Management Information System (HMIS) is a tool used by communities to collect ongoing data on homeless persons accessing service programs. Using longitudinal data, communities track homeless service and demand trends. This data is critical to accurately calculate the size and needs of the homeless population, as well as the outcomes of specific interventions and programs. Policymakers, agency directors, homeless program consumers and advocates require this information for service and systems planning advocacy.

Adoption of HMIS is required by the U.S. Department of Housing and Urban Development (HUD), as a condition of receiving McKinney-Vento Homeless Assistance Funds, the primary source of funding for homeless related programs in Riverside County.

Impact on Residents and Businesses

This program will assist the Department of Housing, Homelessness Prevention and Workforce Solutions (HHPWS) in developing and targeting programs for homeless individuals and families in Riverside County.

Additional Fiscal Information

Fiscal Year	Cost
FY 20/21	\$164,230
FY 21/22	\$118,560
FY 22/23	\$118,560
FY 23/24	\$118,560
FY 24/25	\$118,560
Total	\$638,470

Contract History and Price Reasonableness

Before the transition from the Riverside County Department of Public Social Services (DPSS) to HHPWS, the Riverside County Continuum of Care (CoC) Coordination Oversight, Reporting and Evaluation (CORE) released a Request for Proposal (RFP) for a Homeless Management

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Information System (HMIS) on May 24, 2018. The RFP was advertised on the DPSS Homeless programs website and was sent to all the CoC Community Partners. The bid closed on July 6, 2018. Three Bids were received and, after careful evaluation, Bitfocus, Inc. was selected.

ATTACHMENTS:

- Agreement - HHPWSCoC-0000033

HM:CH:TT:cg



Marcus Maltese

12/7/2020



Gregory H. Priamos, Director County Counsel

12/3/2020

County of Riverside
Housing, Homelessness Prevention, and Workforce Solutions Department
3403 10th Street, Suite 300
Riverside, CA 92501

and

Bitfocus, Inc.
Homeless Management Information System
HHPWSCoC-0000033

County of Riverside
HHPWS

Housing, Homelessness Prevention and Workforce Solutions

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This Agreement is made and entered into this ____ day of ____ 2020, by and between Bitfocus, Inc., a Nevada corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Housing, Homelessness Prevention and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Contractor" refers to Bitfocus, Inc. including its employees, agents, representatives, subcontractors and suppliers.
- B. "HHPWS" or "County" refers to the County of Riverside and its Housing, Homelessness Prevention and Workforce Solutions, which has administrative responsibility for this Agreement. HHPWS and County are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective January 1, 2021 and continue through June 30, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of county funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the County Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.

6. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

C. After receipt of the notice of termination, CONTRACTOR shall:

- (1) Stop all work under this Agreement on the date specified in the notice of termination;
- (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. DISPOSITION OF DATA

Upon request by COUNTY made before or within sixty (60) days after the effective date of termination, CONTRACTOR will make available to COUNTY a complete and secure (i.e. encrypted and appropriately authenticated) download file of County Data including all schema and transformation definitions with documented, detailed schema definitions along with attachments in their native format and/or delimited text files.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any term of this Agreement. Failure on the part of the COUNTY to require exact, full, and complete compliance with any term of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

9. DISENTANGLEMENT

This section shall apply upon termination of this Agreement for any reason.

CONTRACTOR shall cooperate with COUNTY and COUNTY's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. CONTRACTOR shall cooperate with COUNTY's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of Deliverables, provision of services or the COUNTY's activities. CONTRACTOR shall promptly return to COUNTY all COUNTY assets or information in CONTRACTOR's possession.

10. OWNERSHIP

A. CONTRACTOR will provide COUNTY with access to the Software System, but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in CONTRACTOR, regardless of the form or media in or on which the original and other copies of Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the Software System or Documentation to COUNTY.

- B. COUNTY agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in this Agreement, the Software or any portion thereof, to any person other than authorized employees without prior written consent of CONTRACTOR.
- C. COUNTY agrees not to reverse compile or disassemble the Software.
- D. COUNTY agrees that it will not in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or a direct product thereof to any country for which the United States government or any agency thereof at the time of export or re-export requires an export license or other government approval without first obtaining such license or approval.
- E. COUNTY retains sole right to all client data and related documentation provided to CONTRACTOR through the Software System. CONTRACTOR shall not make available COUNTY data to any third party without COUNTY's written consent, except as provided for by law.
- F. COUNTY retains ownership of all its intellectual property in regard to, but not limited to, reports, studies, statistics, forms, designs, plans, processes, and procedures provided to CONTRACTOR in the course of developing COUNTY requested modifications or enhancements to the Software System. COUNTY grants the CONTRACTOR a non-exclusive, perpetual license to those business processes, business procedures, and related documentation provided to the CONTRACTOR.
- G. CONTRACTOR grants COUNTY a non-transferable, non-perpetual license to use and reproduce Documentation furnished by CONTRACTOR which results from or is prepared in connection with the services performed hereunder.

11. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

- A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. CONTRACTOR shall not, under any circumstances which could be perceived influencing the recipient in the conduct or his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

12. WARRANTY

CONTRACTOR warrants that under normal use, the Software System shall perform the functions specified in the Documentation. COUNTY shall promptly notify CONTRACTOR in writing if the Software does not conform to the Documentation. CONTRACTOR will promptly correct such nonconformance by repair, or at its option, provision of replacement software providing there is no misuse of the software.

13. REPLACEMENT PRODUCTS

- A. If CONTRACTOR, within four years from the last agreement date between COUNTY and CONTRACTOR for the Software System, generally or commercially releases a product, hereinafter "Replacement Product(s)", with the same or substantially similar functionality as that of the Software licensed to COUNTY pursuant to this Agreement, and CONTRACTOR

concurrently or within one (1) year from such release date discontinues the support of the most recent generally released version of the Software, then COUNTY shall receive a credit for the full value of the License fees paid by COUNTY for the Software toward the purchase of the Replacement Product, provided that COUNTY is a subscriber to the Maintenance and Support Services for the Software. The Replacement Product shall be treated as Software for the purpose of this Agreement.

- B. The License granted to the COUNTY for the Replacement Product shall be:
 - i. pursuant to the terms and conditions of this Agreement,
 - ii. granted without the payment of additional fees; and
 - iii. COUNTY's Maintenance and Support fees for the Replacement Product shall remain the same as for the Licensed Product for the remainder of the support term.

14. QUALITY CONTROL/ASSURANCE

- A. CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.
- B. A SOC 2 audit certification will be conducted annually, and CONTRACTOR agrees to provide COUNTY with the current SOC 2 audit certification upon the COUNTY's request.
- C. CONTRACTOR agrees have an independent third party security audit performed at least once a year. The audit results and CONTRACTOR's plan for addressing or resolving of the audit results shall be shared with COUNTY thirty (30) days of CONTRACTOR's receipt of the audit results. The audit should minimally check for buffer overflows, open ports, unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other well-known vulnerabilities.

15. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting contractor performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.
- C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.

- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

16. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; county information or data which is not subject to public disclosure; county operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.
- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

17. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, 42 Code of Federal Regulations (CFR) section 431.300 et seq, and 45 CFR 205.50 et seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing

of COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment I. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

18. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. CONTRACTOR shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

19. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of

the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

20. WORKER'S COMPENSATION

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

21. VEHICLE LIABILITY

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as additional Insured.

22. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

23. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the CONTRACTOR, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the CONTRACTOR shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

24. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain cyber liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

25. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any

deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited to, attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

26. USE BY POLITICAL ENTITIES

CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County, and to every political entity located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

27. LICENSES AND PERMITS

If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, County, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

28. NO DEBARMENT OR SUSPENSION

CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

29. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.

30. EMPLOYMENT PRACTICES

- A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.
- B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

- C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

31. LOBBYING

- A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

32. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

33. SUBCONTRACTS

- A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

- (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
- (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
- D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.

34. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state or county funds intended for the purpose of this Agreement with any funds made available under any other agreement. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any county programs without prior approval of COUNTY.

35. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

36. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

37. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

38. DISPUTES

- A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.
- B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

39. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

40. NOTICES

All notices, Invoices, other financial documents, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

COUNTY:

Housing, Homelessness Prevention and Workforce Solutions
3403 10th St. Ste. 300
Riverside, CA 92501

CONTRACTOR:

Bitfocus, Inc.
5940 S. Rainbow Blvd. Ste 400 #60866
Las Vegas, NV 89118-2507
(800) 594-9854
www.bitfocus.com

41. NOTIFICATION AND INVESTIGATION OF BREACHES OF SECURITY

CONTRACTOR shall immediately notify the COUNTY when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The COUNTY contact for such notification is as follows

Breaches should be referred to:

Housing, Homelessness Prevention and Workforce Solutions
3403 10th St. Ste. 300
Riverside, CA 92501

42. SIGNED IN COUNTERPARTS

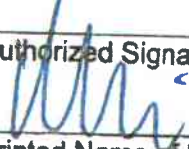
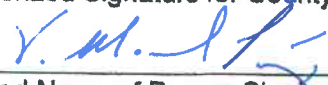
This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

43. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

44. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Bitfocus, Inc. 	Authorized Signature for County of Riverside 
Printed Name of Person Signing: Jeffrey Ugai	Printed Name of Person Signing: V. Manuel Perez
Title: Chief Operating Officer	Title: Chairman, Board of Supervisors
Date Signed: Dec 2nd, 2020	Date Signed: DEC 15 2020

FORM APPROVED COUNTY COUNSEL

BY:  12/02/2020
LISA SANCHEZ DATE

ATTEST:

KECIA R. HARPER, Clerk

By 
DEPUTY

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

44. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

Authorized Signature for Bitfocus, Inc. 	Authorized Signature for County of Riverside
Printed Name of Person Signing: Jeffrey Ugai	Printed Name of Person Signing: V. Manuel Perez
Title: Chief Operating Officer	Title: Chairman, Board of Supervisors
Date Signed: Dec. 2nd, 2020	Date Signed:

Schedule A
Schedule, Terms, and Method of Payment

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS
The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
January 1, 2021 through June 30, 2021	\$164,230
July 1, 2021 through June 30, 2022	\$118,560
July 1, 2022 through June 30, 2023	\$118,560
July 1, 2023 through June 30, 2024	\$118,560
July 1, 2024 through June 30, 2025	\$118,560
Total	\$638,470

A.2 Fee Schedule

Item	Description	Quantity	Unit Price	Total
Platform License; Clarity Human Services Community Edition		1	\$7,200/ year	\$0.00 /year After \$7,200 discount
Licensing: Enterprise User	\$35.00/Enterprise User monthly fee after 46.15% volume discount applied (\$65/Enterprise User standard rate)	250	\$420 / year	\$105,000/year After \$90,000 discount
Donated Enterprise User Licenses	Bitfocus Foundation to support the proposed transition.	25	\$420/ year	\$0.00 After \$10,500 discount
Licensing: Administrator User		4	\$1,800/year	\$7,200/year
Add-On: Data Analysis (Embedded)	\$10/license monthly fee for 28 Embedded Data Analysis licenses (i.e., Unit)	28	\$120/year	\$3,360/year
Licensing: Agency	\$10/agency monthly fee for 24 agencies (i.e., Units)	24	\$120/year	\$0.00/year After \$2,880 discount
License Activation: Enterprise		250	\$175	\$43,750
Donated License Activation: Enterprise	Bitfocus Foundation to support the proposed transition.	25	\$175	\$0.00 after \$4,375 discount
License Activation: Administrator		4	\$300	\$1,200
Training Site License		1	\$3,000/year	\$3,000/year

Implementation and Configuration	1	\$20,000	\$20,000
Data Import from Legacy System	1	\$40,000	\$40,000
		Annual Subtotal	\$118,560 (\$9,880 per month)
		One-time subtotal	\$104,950
		Aggregate Amount	\$223,510

A.3 Fee Schedule (Additional User License)

Additional user licenses may be added via the application interface or by contacting Bitfocus. Additional licenses will be invoiced monthly according to the fee schedule below:

Additional Enterprise User License	Description	Quantity	Unit Price
Licensing: Enterprise User	35.00/Enterprise User monthly fee after 46.15% volume discount applied (\$65/Enterprise User standard rate)	251-350	\$420/year

1. User License fees are based on yearly periods that begin on the agreement start date and each yearly anniversary thereof; therefore, fees for User licenses in the middle of a yearly period will be charged for that full yearly period and the yearly periods remaining in the subscription term. License counts may only be decreased at the time of each annual renewal. COUNTY will be billed for actual user counts only.
2. Initial license fees are due upon completion of User Acceptance Testing.
3. Annual licenses renewals will be paid after the start of each annual renewal period.
4. User Licensing Summary Table:

	Enterprise	System Administrator
License Description	Includes access and operation at the Enterprise level per each seat	Includes Enterprise and Manager level access and operation with the addition of System Administration management functions
Included Help Desk Hours	0 Hours/user/year	30 Hours/user/year
Minimum number of contracted users	250 Enterprise Users	4 Administrator Users

One-Time Startup cost for each user	175/user	300/user
Monthly cost per user	35/user/month	150/user/month

Additional non-included services – priced separately

Decision Log: CONTRACTOR will provide a journal-style record of all business requirement decisions made by Riverside or CONTRACTOR during the implementation and migration to Clarity Human Services. This provides chronological identification of each of the decisions made.

UAT Reports: CONTRACTOR will provide additional documentation to support Riverside’s User Acceptance Testing (UAT) and the results of both CONTRACTOR and Riverside testing.

A.4 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.
- b. All payment claims shall be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.
- c. As applicable for payment requests, CONTRACTOR shall submit completed HHPWS Forms 2076A, 2076B (Attachment III).
- d. CONTRACTOR invoice estimates for May and June are due no later than June 5. Actual CONTRACTOR invoices for May and June are due no later than July 30.

A.5 FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.6 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

Schedule B

Scope of Services

B.1 COUNTY PROJECT ROLES

- A. COUNTY will assign COUNTY staff to be responsible for the following roles and responsibilities:
1. Project Manager responsible for:
 - a. Overall planning in coordination with the CONTRACTOR project manager;
 - b. Managing day-to-day project;
 - c. Providing overall project direction;
 - d. Resource allocation, risk management, project priorities, and communication to executive management;
 - e. Facilitating all necessary communications within the organization specific to the implementation of the solution.
 2. Technical Lead responsible for information about COUNTY'S technical architecture and environments.
 3. Subject matter experts responsible for providing Riverside County business expertise as requested.
- B. COUNTY may monitor the performance of the CONTRACTOR in meeting the terms, conditions and services in this Agreement. COUNTY, at its sole discretion, may monitor the performance of the CONTRACTOR through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and CONTRACTOR self-monitoring.
- C. COUNTY will be responsible for scheduling, availability, quality and timeliness of work its resources perform.
- D. COUNTY will provide the environment, equipment, access to resources, and certain activities required to facilitate CONTRACTOR's ability to deliver these requirements. These responsibilities include, but are not limited to, the following:
1. Access to the County information and resources;
 2. Security access badges and clearance for appropriate the County facilities where CONTRACTOR will be expected to work on this project.
- E. COUNTY is solely responsible for the configuration and administration of the Clarity Service.
- F. COUNTY will provide the information required in a full and accurate manner to Contractor during the implementation process.
- G. COUNTY will assign staff to be liaison as the designated project lead and primary point of contact for the Clarity Implementation Service (the "Project Lead"). The Project Lead shall have the authority to make configuration decisions, approve work product.

B.2 CONTRACTOR PROJECT ROLES

- A. Assign staff to be liaison between CONTRACTOR and HHPWS.
- B. Provide authorized end users ("Users") access to and use of its Clarity Human Services application (the "Clarity Service") subject to the following terms and conditions:

Services Description

1. Number of Users

- a. Included User Licenses
 - i. Access via the internet will be available to a limited number of named users as specified in the User Licensing Summary table above, with access rights transferable to different users by The County.
- b. Adding User Licenses
 - i. Authorized users may add additional user licenses via the application interface or by contacting CONTRACTOR. Additional licenses will be invoiced monthly according to the fee schedule in the User Licensing Summary table above.
- c. Minimum License Count
 - i. For each license type, the total number of user licenses must be equal or greater to the minimum number of contracted users listed in the User Licensing Summary table above.
- 2. Number of Organizations
 - a. Agency License Requirements
 - i. Each Agency configured in the Clarity Service requires an Agency License.
- 3. Features and Functionality
 - a. Full access to all documented features
 - i. The County will have full access to and use of all documented features provided in the most recent version of the Clarity Service. Add-on services may be available and may require additional fees or agreements.

Support Description

- 1. User Management and Access Rights
 - a. Unless specified in writing, The County is responsible for data sharing settings, user access, and security rights; including the ongoing adjustment and maintenance of these settings.
- 2. Product Support
 - a. Limited to Named System Administrators
 - i. Phone and e-mail support is provided to licensed System Administrator users as part of the Clarity Service. This support is provided to the System Administrator for the explicit purpose of assisting The County to understand and utilize existing system features and capacities. Without a separate agreement, CONTRACTOR will not work directly with end-users. This will be the responsibility of local System Administrators.
 - b. Scope of Included Services
 - i. 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 CONTRACTOR will not actually use them on behalf of the The County). Technical/Product support will not take the place of the The County taking advantage of adequate CONTRACTOR training.

- c. Support Response Time
 - i. CONTRACTOR will be available during normal business hours for both Operational and Technical support. Unless specific arrangements are made, after hours and weekend support will not 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. An afterhours contingency plan can be arranged through a support agreement.
- 3. Continuity of Service
 - a. 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 workweek. We guarantee, in accord with the remedies stated below, that the Clarity Service will be available with a Monthly Uptime Percentage of at least 99.9% during any monthly billing cycle.
 - b. Outage time is defined as the length of time elapsed from when CONTRACTOR 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 (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 remedies must be made within ten ("10") days of outage time. These remedies will not be available in cases where:
 - i. The County did not notify CONTRACTOR of the inability to transmit or receive data.
 - ii. Outage time is caused by acts of omission by our customers or their end-users.
 - iii. Failure of equipment or applications that are not owned or controlled by CONTRACTOR.
 - iv. "Acts of war or god" and other circumstances beyond the control of CONTRACTOR.
 - v. Scheduled and/or pre-announced service maintenance.
 - c. Enhanced availability standards and guarantees can be arranged for additional cost.
- 4. Infrastructure Requirements
 - a. Web Browser Requirements
 - i. The Clarity Service requires the latest release of one of the following web browsers: Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, or Apple Safari.
 - b. Minimum Hardware Requirements
 - i. Device hardware must meet or exceed the recommended hardware requirements for the Operating System and web browser.
 - c. System Requirements
 - i. Unless otherwise agreed in writing, The County will use or provide equipment compatible with the Clarity Service and CONTRACTOR network and facilities. The County will bear the cost of any additional protective apparatus reasonably required to be installed because of the use of CONTRACTOR' network or facilities by The County, lessees or assignees.
 - d. Bandwidth
 - i. For each user connecting over a given line there must be at least 20 Kbps of bandwidth available for the user. This means that if a given site has 20 users,

there would need to be at least 400 Kbps of bandwidth available to access Services. 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.

- e. Performance
 - i. The County acknowledges that the minimum system requirement may result in minimum system performance. Service Provider will not be responsible for unreliable or low performance resulting from The County technological infrastructure.
- f. Non-interference with maintenance and upgrading of facilities and resources
 - i. The County use of the Services provided herein and any equipment associated therewith will not:
 - 1. Interfere with or impair Services over CONTRACTOR' network or facilities
 - 2. Cause damage of any nature to CONTRACTOR' assets
 - 3. Be used to frighten, abuse, torment or harass another
 - 4. Create hazards to property or persons
- g. Special Services
 - i. Invoices and payments for any Services beyond those specified in this Agreement will be managed separately from those of standard monthly services.

1. Initiation of Services

- a. Start Date
 - i. Startup activities will be initiated upon receipt of the initial payment and fully executed Agreement.
- b. Start-Up Fees
 - i. Fees required for the initiation of services include advance payment of Fixed Charges for three ("3") months of services and standard setup fees for each of the user licenses and Services in the Agreement. CONTRACTOR must receive startup fees before startup activities will be initiated.
- c. The County responsible for configuration and system administration of the service.
 - i. The Clarity Service is a Commercial Off The Shelf (COTS) software provided as a service (SaaS) to The County. Absent (a) separate Service Agreement(s), The County is solely responsible for the configuration, implementation, and administration of the Clarity Service.
 - ii. Data Migration and Implementation Services Require Separate Service Agreement
 - 1. This Service Agreement covers only the standard Clarity Service and does not include either Data Migration or Implementation Services provided by CONTRACTOR. These and any other CONTRACTOR Services require a separate Service Agreement.

C. Provide Clarity Implementation Service subject to the following terms and conditions:

Clarity Implementation Service Terms

1. Designate Project Lead

- a. The County will name an individual to serve on their behalf as the designated project

lead and primary point of contact for the Clarity Implementation Service (the "Project Lead"). The Project Lead shall have the authority to make configuration decisions, approve work product, and commit The County to these decisions.

2. Requires the Clarity Service
 - a. The Clarity Implementation Service requires a separate Service Agreement for the Clarity Service.
3. Event Participation
 - a. Unless otherwise noted, participation in training, planning or other implementation events is limited to licensed System Administrator users.
 - b. Remote Delivery the Clarity Implementation Service is delivered remotely, during standard business hours. CONTRACTOR will choose and provide an online meeting platform for this purpose.

Included Services

1. Project Management
 - a. CONTRACTOR will provide a basic project plan and related project management services to support The County in its implementation of Clarity Human Services.
 - b. Project Management Platform
 - i. CONTRACTOR will provide a System Administration training for licensed System Administrator users. The training will be delivered remotely using an online meeting platform chosen and provided by CONTRACTOR.
 - ii. CONTRACTOR will provide an online project management tool to coordinate the Clarity Implementation Service. This tool will be the primary platform for project communication and tracking progress.
 - c. System Inventory and Configuration Consultation
 - i. CONTRACTOR will meet with The County to assist them in conducting a system inventory and review of the business processes to be supported by the Clarity Human Services service. CONTRACTOR will use this information to provide consultation and guidance on the configuration of the system.
2. Training for System Administrators
 - a. Clarity Human Services System Administration Training
 - i. CONTRACTOR will provide licensed System Administrator users with a standard system administrator training. The training will be delivered online using an online meeting platform chosen and provided by CONTRACTOR.
 - b. End User Train-the-Trainer Training for System Administrators
 - i. CONTRACTOR will provide licensed System Administrator users with a Train-the-Trainer style program designed to help attendees prepare for and deliver user training for The County end users.
 - c. Clarity Human Services Data Analysis Training
 - i. CONTRACTOR will provide System Administrator users with a training on the Data Analysis features in Clarity Human Services. The training will be delivered online using an online meeting platform chosen and provided by CONTRACTOR.
3. Advanced Implementation Support
 - a. CONTRACTOR will provide reasonable on-demand technical assistance to support

the implementation and configuration of the Clarity Human Services service throughout the scope of the Clarity Implementation Service. Requests and inquires must be made by and will be directed to the Project Lead.

4. Additional Services
 - a. All work beyond the scope of this Agreement requires the execution of a separate Statement of Work. Fees for additional services outside of this Agreement are subject to change at any time and without notice.

Initiation of Services

1. Start Date
 - a. Startup activities will be initiated upon receipt of payment and fully executed Agreement.
2. Full Payment Due
 - a. Initiation of services requires advance payment of all fees included in this Service Agreement. CONTRACTOR must receive payment before startup activities will be initiated.

The County responsible for configuration and system administration of the service

1. The Clarity Service is a Commercial Off The Shelf (COTS) software provided as a service to Absent (a) separate Service Agreement(s). The County is solely responsible for the configuration and administration of the Clarity Service.
2. Data Migration Services Require Separate Service Agreement
 - a. This Service Agreement covers only the standard Clarity Implementation Service and does not include Data Migration services provided by CONTRACTOR. These and any other CONTRACTOR Services require (a) separate Service Agreement(s).

D. Provide Clarity Data Migration subject to the following terms and conditions:

1. Clarity Data Migration Service Terms
 - a. Requires the Clarity Service
 - i. The Clarity Data Migration Service requires a separate Service Agreement for the Clarity Service.
 - b. Requires the Clarity Implementation Service
 - i. The Clarity Legacy Data Migration Service requires a separate Service Agreement for the Clarity Implementation Service or written waiver from CONTRACTOR that professional implementation services are not required to support the Data Migration. This Service Agreement is dependent on the Clarity Implementation Service, and implementation delays and errors may result in Data Migration delays, errors, or omissions.
2. Service Structure
 - a. Since migrations typically involve needing to import HUD data, which follows a prescribed format, as well as custom data elements, which vary from customer to customer, the data migration process is separated into phases.
 - b. The first phase of any migration process must be the import of HUD Data Standards elements, as defined by the HMIS CSV specification, to serve as the baseline for

- any subsequent data that is migrated.
 - c. The following phases for migrating custom, non-HUD-standard elements, will be defined during the Migration Kick Off Call.
3. Service Timeline Constraints
- a. A successful migration is dependent on accomplishing all of the milestones in a timely way, as well as continued communication throughout the process. As such, the migration process spans a certain window of time, detailed below:
 - i. The entire timeline between the Migration Kick Off call to the final migration of all data needs to be complete within 180 days.
 - ii. CONTRACTOR will need to receive all data that needs to be migrated as part of the scope of this project within 90 days.
 - iii. Testing the data thoroughly once it is migrated into the test site is a vital step of the process; all issues or data adjustment needs for any migrated data set must be identified no more than 30 days after that specific data set has been migrated into the live site.

The County Responsibilities

1. Decision on Types of Data to Migrate
 - a. The migration project scope is dependent on the types of data that need to be migrated into Clarity so that a decision on data elements to include in the migration process is required in order to proceed in the correct direction.
 - b. The following list includes the available data element options to include in the migration:
 - i. Client.csv
 - ii. Enrollment.csv
 - iii. EnrollmentCoC.csv
 - iv. Exit.csv
 - v. IncomeBenefits.csv
 - vi. HealthAndDV.csv
 - vii. EmploymentEducation.csv
 - viii. Disabilities.csv
 - ix. Services.csv
 - c. Custom, non-HUD defined, elements, listed below:
 - i. Custom client profile field data
 - ii. Custom enrollment field data
 - iii. Custom assessment field data
 - iv. Custom services
 - v. Client notes
 - vi. Client files
 - vii. Client ROIs
 - viii. Client locations
2. Complete and Accurate Export File
 - a. Accuracy and Completeness
 - i. The County will provide CONTRACTOR with an accurate and complete export of the legacy data to be imported into Clarity Human Services. The

County is solely responsible for the data quality of the export file, including any errors, omissions, and/or duplicates.

- b. Data Format Requirements
 - i. HUD HMIS CSV Standard
 1. Elements included in the HUD Data Standards must be provided in a Comma Separated Values (CSV) file that fully conforms with the current version of the HUD HMIS CSV standards as published at: <https://hudhdx.info/VendorResources.aspx>.
 - ii. Additional or Custom Fields
 1. Custom, non-HUD defined, elements must be sent in CSV files that fully conform with the CONTRACTOR *Custom CSV Schema* provided by CONTRACTOR.
3. Timely Review of Migrated Data
 - a. CONTRACTOR will provide The County with the opportunity to review, test and approve migrated data on a test system before it is implemented into their production environment. The County is responsible for reviewing and approving the proposed migration and will bear the cost of any corrections or modifications of the data after the final import.

Contractor Responsibilities

1. After the System Administration training is complete, CONTRACTOR will conduct a Migration Kick Off Call to discuss project scope, timelines, data format questions, and how to transmit data.
2. Immediately following the Migration Kick Off Call, CONTRACTOR will provide the following resources:
 - a. Data Migration Planning document, which details requirements, links to file format specification documents, communication protocols, suggested testing practices, and frequently asked questions
 - b. Link to the current HUD HMIS CSV Specifications
 - c. Custom CSV Schema specifications document
3. Upon receipt of each legacy data set, CONTRACTOR will perform an analysis of the data set and provide a list of identified issues.

Additional Services

1. All work beyond the scope of this Agreement requires the execution of a separate Statement of Work. Fees for additional services outside of this Agreement are subject to change at any time and without notice.

Initiation of Services

1. Start Date
 - a. Startup activities will be initiated upon receipt of payment and fully executed Agreement.
2. Full Payment Due
 - a. Initiation of services requires advance payment of all fees included in this Service Agreement. CONTRACTOR must receive payment before startup activities will be initiated.

3. Prerequisites to Data migration
 - a. System Configuration
 - i. Related Clarity Human Services system and program configuration must be completed prior to the migration.
 - b. System Administrator Training
 - i. Because the migration process relies on knowledge of the Clarity system, the Clarity Human Services System Administrator Training must be completed successfully prior to starting the migration project.

The County responsible for ongoing configuration and system administration of the service

1. The Clarity Service is a Commercial Off The Shelf (COTS) software provided as a service (SaaS) to The County. Absent (a) separate Service Agreement(s), The County is solely responsible for the configuration and administration of the Clarity Service.
 2. Additional Services Require Separate Service Agreement
 - a. This Service Agreement covers only the one-time migration of data from the legacy data system to the Clarity Service. It does not include either future Data Migration or Implementation Services. These and any other CONTRACTOR Services require a separate Service Agreement.
- E. The CONTRACTOR shall use its best efforts to ensure that personnel are not removed or reassigned during the term of the Agreement. Should the CONTRACTOR be required to change personnel, the CONTRACTOR will notify the County at least two (2) weeks prior to the change.

Schedule C
Maintenance and Support

When COUNTY requires the support of CONTRACTOR, CONTRACTOR will provide technical support to assist in troubleshooting, defining, and/ or executing corrective actions as follows:

C-1 Service Parameters

- A. During the Period of Performance of this Agreement, the Software System will be operational and available to COUNTY at least 99.99% of the time in any calendar month outside regularly scheduled downtime. CONTRACTOR will provide COUNTY with reports documenting Uptime and Downtime as requested.
- B. The Software System will be hosted in a data center in the continental United States.
- C. CONTRACTOR'S data center shall meet Statement on Standards for Attestation Engagements (SSAE) 16 Type II requirements or equivalent.
- D. All connectivity between CONTRACTOR and COUNTY networks shall be encrypted.
- E. All backup tapes or other off-site storage of sensitive County information shall be encrypted.
- F. Data shall be encrypted at-rest.
- G. CONTRACTOR shall use individual Microsoft Active Directory (or individual LDAP) accounts when logging in directly, no generic account use for individuals; service accounts may be specified where necessary for programmatic access. Accounts shall be able to be centrally managed by county staff. Personal accounts may not be used for County purposes.
- H. All application access on both COUNTY and CONTRACTOR side shall be audited and be made available upon request.
- I. CONTRACTOR shall provide COUNTY with, at minimum, test and production environments. The test environment will not require the purchase of additional licenses.

C-2 Maintenance and Support Services

- A. COUNTY agrees to purchase Maintenance and Support Services for the Software System.
- B. Definition of Maintenance
Maintenance includes all planned and unplanned CONTRACTOR operations responsible for keeping the system available and operational in support of COUNTY's intended use of the system. Planned Maintenance includes regular and routine activities such as security patches, operating system updates, etc. and are scheduled for the 2nd and 4th Saturday of the month between 12:00 A.M. and 1:00 A.M. Pacific time and take, on average between four and eight minutes to complete. CONTRACTOR will notify COUNTY contacts in advance of three business days of any planned maintenance windows.
- C. Definition of Support Services
CONTRACTOR will respond to COUNTY inquiries, coordinate resolution of Program problems, including the verification of any reported errors, provide acceptable problem workaround, and communicate with designated COUNTY contacts on status and/or for additional problem information and supply the Error Corrections and/or Update Release, as necessary.

- D. CONTRACTOR will provide Maintenance and Support Monday through Friday, 7:00am to 12:00am Pacific Time.
- E. For emergency issues (Level 1 issue), defined as where the system is inoperable or unavailable, support will be 24x7x365.
- F. COUNTY may contact CONTRACTOR via Contractor service portal, email, or telephone.
- G. CONTRACTOR Service Level Response Times:

	Severity	Response Time
Level 1	System Inoperable or High Priority System Help ticket	Immediate Response Immediate Start to Resolution
Level 2	Medium Priority Help Ticket	One Business Day Response Resolution in one business day
Level 3	Low Priority Help Ticket	Two Business Day Response COUNTY and CONTRACTOR work together to determine an appropriate time frame for resolution

Priority Definitions:

Priority	Conditions
1 – High	Critical business impact. The COUNTY has completed loss of service and work cannot reasonably continue; experiences real or perceived data loss or corruption; or an essential part of the system is unusable for the COUNTY, which results in the inability to use a mission critical application.
2 – Medium	Some business impacts. The problem seriously affects the functionality of the Program but can be circumvented so that the Program can be used; or that the Program as a whole functions but that a certain function is somewhat disabled, gives incorrect results or does not conform to the specifications.
3 – Low	Minimal business impact. The COUNTY can circumvent the problem and use the system with only slight inconvenience. The error can be considered insignificant and has no significant effect on the usability of the software, e.g., a small system error or a small error in the documentation. This priority is also used for questions, comments, and requests for enhancements to the software.

- H. COUNTY agrees to perform Help desk for first line of support to users, otherwise referred to as Tier 1 support, including business administrator of accounts set-up, password resets, and first review and troubleshooting of technical issues.
- I. CONTRACTOR will be responsible for service tickets referred from COUNTY business administrator for technical support, referred to as Tier II and Tier III.

C-3 Support Services outside of Standard Maintenance

- A. COUNTY will submit in writing, through email, a Scope of Work to CONTRACTOR for each project. The Scope of Work will include expected deliverables.
- B. CONTRACTOR will provide a Project Estimate to COUNTY within ten (10) business days of receipt of the Scope of Work. The Project Estimate will include a statement of work, deliverables, project timeline, and cost. CONTRACTOR shall provide the Project Estimate to the HHPWS Contracts Administration Unit (CAU) in writing, through email.
- C. COUNTY will accept the Project by returning an executed copy of the Project Estimate to CONTRACTOR.
- D. The executed Project Estimate shall be incorporated as an amendment hereto.
- E. No work shall be completed unless the Project Estimate is formally approved and executed by both parties.

ATTACHMENT I
PII Privacy and Security Standards

I. PHYSICAL SECURITY

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 1. Properly coded key cards
 2. Authorized door keys
 3. Official identification
- C. Issue identification badges to Contractor staff.
- D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. Patch Management.
1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. User IDs and Password Controls.
1. All users must be issued a unique user name for accessing PII.
 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 3. Passwords are not to be shared.
 4. Passwords must be at least eight (8) characters.
 5. Passwords must be a non-dictionary word.
 6. Passwords must not be stored in readable format on the computer or server.
 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 8. Passwords must be changed if revealed or compromised.
 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
1. Data is confidential;

2. Systems are logged;
3. System use is for business purposes only, by authorized users; and
4. Users shall log off the system immediately if they do not agree with these requirements.

K. System Logging.

1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
3. If PII is stored in a database, database logging functionality shall be enabled.
4. Audit trail data shall be archived for at least three (3) years from the occurrence.

- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

M. Transmission Encryption.

1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

A. System Security Review.

1. The Contractor must ensure audit control mechanisms are in place.
2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
3. Reviews should include vulnerability scanning tools.

- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

- C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 - 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3. The procedures shall include storing backups offsite.
 - 4. The procedures shall ensure an inventory of backup media.
 - 5. The Contractor shall have established documented procedures to recover PII data.
 - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. Faxing.
 - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
 - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes

verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Contractor shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

Civil Rights Coordinator
Riverside County Housing, Homelessness Prevention and Workforce Solutions
7894 Mission Grove Parkway, Suite 100
Riverside, CA 92508
(951) 358-6841

**THE RIVERSIDE COUNTY DEPARTMENT OF HOUSING,
HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED
PROGRAMS**

Bitfocus

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Director's Signature

Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE
DEPARTMENT OF HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS

CONTRACTOR PAYMENT REQUEST

To: Riverside County Department of
Housing, Homelessness Prevention and
Workforce Solutions
Attn: Management Reporting Unit
3403 10th St
Riverside, CA 92501

From: Bitfocus
Remit to Name

Address

Contractor Name

Contract Number

_____ or the period of _____ 20 _____

Select Payment Type(s) Below:

- Advance Payment \$ _____ (if allowed by Contract/MOU)
- Actual Payment \$ _____ (Same amount as 2076B if needed)
- Unit of Service Payment \$ _____ # of Units) X _____ (\$)
- _____ # of Units) X (\$)
- _____ # of Units) X (\$)

Any questions regarding this request should be directed to: _____
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR HHPWS USE ONLY (DO NOT WRITE BELOW THIS LINE)

Business Unit (5)	Purchase Order # (10)	Invoice #
Account (6)	Amount Authorized	
Fund (5)	If amount authorized is different from amount request, please explain:	
Dept ID (10)	_____	_____
Program (5)	Program (if applicable)	Date
Class (10)	Management Reporting Unit	Date
Project/Grant (15)	Contracts Administration Unit	Date
Vendor Code (10)	General Accounting Section	Date

COUNTY OF RIVERSIDE HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS CONTRACTOR EXPENDITURE REPORT (2076B)	
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CONTRACTOR:

ACTUAL EXPENDITURES FOR (MM/YYYY)

CONTRACT #:

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
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List each item as outlined in contract budget.

TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE
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HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include HHPWS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of HHPWS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all HHPWS Forms.)

**HHPWS 2076A
CONTRACTOR PAYMENT REQUEST**

"Remit to Name"

The legal name of your agency.

"Address"

The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contractor Name"

Business name, if different than legal name (if not leave blank).

"Contract Number"

Can be found on the first page of your contract.

"Amount Requested"

Fill in the total amount and billing period you are requesting payment for.

"Payment Type"

Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."

Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (Contractor's)"

Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR HHPWS USE ONLY AND SHOULD BE LEFT BLANK.