

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



**ITEM: 3.38
(ID # 27827)**

MEETING DATE:
Tuesday, June 10, 2025

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve Agreement HWSCOC-0000125 with Bitfocus Inc., a Nevada Corporation authorized to conduct business in the State of California, for Homeless Management Information System and Related Professional Services without seeking competitive Bids, for Five Years; All Districts. [Total Cost \$2,000,000; Source of Funds: 100% Federal Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement HWSCOC-0000125 with Bitfocus, Inc., for a Homeless Management Information System and Related Professional Services, without seeking competitive bids, for a total aggregate amount of \$1,863,850 for five years through June 30, 2030, and authorize the Chairman of the Board to execute the agreement on behalf of the County;
2. Authorize the Purchasing Agent to issue Purchase Order(s) for Agreement HWSCOC-0000125 with Bitfocus, Inc. for Homeless Management Information Services; and
3. Authorize the Director of HWS, or designee, based on the availability of fiscal funding and as approved County Counsel to: a) sign amendments that make modifications to the statement of work that stay within the intent of the agreements; b) sign amendments to the compensation provisions that do not exceed the sum total of \$2,000,000.


ACTION:Policy


Michael Weber, Deputy Director of Housing Authority 5/27/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 10, 2025
xc: HWS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$400,270	\$2,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal 60%, State 40%			Budget Adjustment: No	
			For Fiscal Year: FY25/26 – FY29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In alignment with federal requirements and the County of Riverside’s commitment to data-driven strategies to prevent and end homelessness, the Department of Public Social Services (DPSS) released a Request for Proposal (RFP) for a Homeless Management Information System (HMIS) on May 24, 2018. The RFP was publicly advertised on the DPSS Homeless Programs website and was directly shared with all Continuum of Care (CoC) community partners to ensure broad awareness and opportunity for qualified vendors to apply.

The RFP process closed on July 6, 2018, and following a competitive evaluation, Bitfocus, Inc. was selected as the HMIS vendor. Bitfocus has since served as the countywide HMIS administrator, operating the Clarity Human Services platform. This system supports the County of Riverside and its CoC partners in fulfilling both programmatic and federal reporting requirements. Adoption and use of HMIS is mandated by the U.S. Department of Housing and Urban Development (HUD). The Department of Housing and Workforce Solutions (HWS) took over the agreement with Bitfocus from DPSS in 2020 upon the creation of the department and has continued to administer the HMIS.

The HMIS functions as a centralized data collection and reporting platform used by service providers to record information about individuals and families experiencing homelessness or at risk of homelessness. Through HMIS, the County and its partners collect longitudinal, real-time data that helps assess the scope, characteristics, and service needs of the homeless population. It also enables the tracking of service utilization, program outcomes, and overall system performance.

This data is critical for federal, state, and local planning efforts. It informs resource allocation decisions, policy development, funding strategies, and service delivery improvements. It also plays a central role in producing federally required reports which are used by HUD and Congress to evaluate national and local progress on reducing homelessness.

For Riverside County, the Bitfocus HMIS has become a foundation of collaborative homelessness response efforts, allowing policymakers, department leaders, nonprofit organizations, and advocates to coordinate services, evaluate program effectiveness, and advocate for additional resources based on reliable, evidence-based insights.

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STATE OF CALIFORNIA**

Impact on Residents and Businesses

There is no negative impact. This program will assist HWS in developing and targeting programs for individuals and families experiencing homelessness in Riverside County.

Additional Fiscal Information

Fiscal Year	Cost
FY 2025/26	\$400,270
FY 2026/27	\$399,933
FY 2027/28	\$399,933
FY 2028/29	\$399,932
FY 2029/30	\$399,932
Total	\$2,000,000

Contract History and Price Reasonableness

The Riverside County Department of Housing and Workforce Solutions is the Administrative Entity of the Riverside County Continuum of Care. As the Administrative Entity, HWS has prepared a Sole Source Justification for HWS-CoC Director to approve and sign the Sole Source Justification to enter into a multi-year contract between HWS and Bitfocus, Inc. (HHPWSCCoC-0000033) for continued use of Bitfocus Clarity HMIS software for five (5) years from July 1, 2025, through June 30, 2030. County Purchasing is not involved with Riverside County Continuum of Care procurements.

The Bitfocus Clarity HMIS software meets all HUD requirements and provides superior user-friendliness, flexibility, customizability, and expandability compared to our previous HMIS software. This company has provided a total discount of \$1,264,457.00 (i.e. \$252,891.40 per year) over the life of this 5-year renewal agreement, including a complimentary platform license, a complimentary CoC License, 24 complimentary Agency Licenses, 25 complimentary user licenses, and a discounted rate for General End-User LMS Training and all Enterprise User Licenses.

ATTACHMENTS:

- ATTACHMENT A – HWSCOC-0000125
- ATTACHMENT B – Sole Source Justification
- ATTACHMENT C – RCIT H-11 Approved
- ATTACHMENT D - Bitfocus Quote


Stacy Orion, Assistant Director of Purchasing

6/3/2025


Erianita Lontajo, Principal Management Analyst

6/4/2025


Aaron Gettis, Chief of Deputy County Counsel

6/4/2025

PROFESSIONAL SERVICE AGREEMENT

for

Homeless Management Information System

between

COUNTY OF RIVERSIDE

and

HWSCOC-0000125



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This Agreement, made and entered into this ___ day of ____, 2025, by and between Bitfocus Inc., a Nevada corporation authorized to conduct business in the State of California (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services and Exhibit B Maintenance and Support at the prices stated in Exhibit C, Payment Provisions, and Attachment I, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective July 1, 2025 and continues in effect through June 30, 3030, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit C, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$400,270 July 1, 2025 through June 30, 2026 and \$365,895 annually from July 1, 2027 through June 30, 2030 including all expenses. The 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 products. Unless otherwise specifically stated in Exhibit C, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number HWSCOC-0000125; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) 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, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

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

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or 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 event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The 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. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 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 the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or

direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.

Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 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 the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 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.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The 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. It is understood that

other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or

authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Housing and Workforce Solutions
 3403 Tenth Street, Suite 300
 Riverside, CA 92501

CONTRACTOR

Bitfocus, Inc.
 5940 S. Rainbow Blvd. Ste 400 #60866
 Las Vegas, NV 89118-2507

19. 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.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also

contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the 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.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' 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.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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 the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M 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.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention 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 the 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 this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 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) days written notice shall be given to the County of Riverside 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 of Riverside 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 coverage's 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) 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; 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 and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 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 other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms 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.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

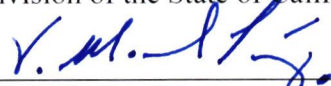
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of 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.


23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

BITFOCUS, INC., a Nevada corporation

By: 
, Chairman **V. MANUEL PEREZ**
Board of Supervisors

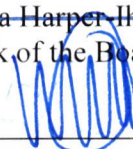
By: 
Name: Jeffrey Ugai
Title: Chief Operating Officer

Dated: JUN 10 2025

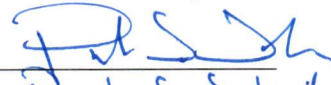
Dated: 05/27/2025

ATTEST:

~~Keicia Harper-Them~~ **KIMBERLY A. RECTOR**
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran County Counsel

By: 
Paula S. Salcido
Deputy County Counsel

PASS

05/28/2025

Exhibit A
Scope of Services

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 the 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 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 HWS.
- 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.

5. 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 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.
- 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.

Exhibit B
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:

B-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.

B-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.

B-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.

Exhibit C
Payment Proviions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
July 1, 2025 through June 30, 2026	\$400,270
July 1, 2026 through June 30, 2027	\$365,895
July 1, 2027through June 30, 2028	\$365,895
July 1, 2028 through June 30, 2029	\$365,895
July 1, 2029 through June 30, 2030	\$365,895
Total	\$1,863,850

A.2 FEE SCHEDULE

Item	Description	Quantity	Unit Price	Total
Platform License: Clarity Human Services Community Edition	The full version of Clarity Human Services. Features unlimited program/project support, agency management, customizable fields, and Coordinated Entry functionality. This version supports multiple Continuums of Care (CoC) or mul-tiple agencies/organizations.	1	\$7,200.00/year	\$0.00/year After 100% discount
Licensing: Enterprise User	Includes access to Clarity's core functionality, such as case/client management, program enrollments, and service provision. Also allows the use of canned reports (as determined by access role). The license fee will apply as licenses are incrementally added.	Max. 625 (min. 432)	\$780.00/year	\$270,375.00/year After \$217,125.00 discount/year
Activation Fee: Enterprise User	One-time activation fee of \$175/license applies as new licenses are added.	Max. 193	\$175.00/new license (one time)	\$33,775.00 (one time)
Donated Enterprise User Licenses	Bitfocus Foundation to support the proposed transition.	25	\$780.00/year	\$0.00/year After 100% discount
Licensing: Administrator User	Includes all the abilities of the Enterprise and Manager licenses, while also granting the authority to customize all aspects of the system.	7	\$1,854.00/year	\$12,978.00/year

Activation Fee: Administrator User	One-time activation fee of \$300/license applies as new licenses are added.	2	\$300.00/new license (one time)	\$600.00 (one time)
Add-On: Data Analysis (Standalone User)	Allows for advanced business intelligence queries and exports, as well as access to the Data Analysis API. Includes Data Analysis Embedded user license; APR rate limits apply. The license fee will apply as licenses are incrementally added.	Max. 7 (min. 5)	\$1,236.00/year	\$8,652.00/year
Add-On: Data Analysis (Embedded)	Allows for easy data mining and data analysis using intuitive drag-and-drop functionality right from Clarity's interface. A minimum of 48 licenses and a maximum of 250 for this term. The license fee will apply as licenses are incrementally added.	Max. 250 (min. 48)	\$123.60/year	\$30,900.00/year
Licensing: Agency	Each organization with distinct programs and services requires an Agency license. \$10.30/month per agency. A minimum of 46 licenses and a maximum of 250 for this term. The license fee will apply as licenses are incrementally added.	Max. 250 (min. 46)	\$123.60/year	\$30,900.00/year
Donated License Activation: Enterprise	Bitfocus Foundation to support the proposed transition.	24	\$123.60/year	\$0.00/year after 100% discount
Training Site License	A private Clarity training site. This provides a separate environment for training purposes. (optional)	1	\$3,090.00/year	\$3,090.00/year
General End-User LMS Training	One year of LMS General End User Training access.	300	\$42.00/year	\$9,000.00/year after \$3,600.00/year discount
Continuum of Care (CoC) Licenses	Enables streamlined regional data sharing and facilitates collaboration using a single HMIS to serve multiple CoCs. Requires Community Edition;	1	\$2,500.00/year	\$0.00/year after 100% discount

	waived for sin-gle-CoC instances.			
Annual Subtotal				\$365,895.00 (\$30,491.25 per month)
One-time subtotal				\$34,375.00
Aggregate Amount				\$1,863,850.00

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. CONTRACTOR will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, COUNTY may delay payment until the information is received by COUNTY.
- b. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each 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 request, CONTRACTOR shall submit completed CONTRACTOR Payment Request Form (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 the 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.

A.7 DISBURSEMENT OF FUNDS

COUNTY shall disburse funds under this Agreement to CONTRACTOR as follows:

- a. CONTRACTOR shall submit claims for reimbursement pursuant to the Budget listed in paragraph A.1.a. on a monthly basis.

A.8 REALLOCATION OF FUNDS

Reallocating funds is one of the most important tools by which CoC Programs can make strategic improvements to their homelessness system. Through reallocation, CoC Programs can create new, evidence-informed Projects by eliminating Projects that are underperforming or are more appropriately

funded from other sources. Projects with returned/unspent funds, regardless of the amount will be considered for reallocation by the CoC Board of Governance.

A.9 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

CONTRACTOR is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this Agreement. CONTRACTOR shall make no changes to the budget without first obtaining written approval from the HWS. Any Budget Amendments must be requested by the CONTRACTOR in writing. In the event it is deemed necessary to conduct a Budget Modification, Budget Amendment and/or any other amendment of this Agreement, they are permissible with HWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

A Budget Modification, Budget Amendment and/or any other Amendment of Agreement may be conducted based on mutual agreement between the COUNTY and CONTRACTOR, upon written approval from HWS. CONTRACTOR's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this Agreement will become "Finding(s)" in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, and consideration for future funding opportunities.

ATTACHMENT I
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 PII records are 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 username 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:

HWS Privacy Officer
 Riverside County Housing and Workforce Solutions
 3403 Tenth Street, Suite 300
 Riverside, CA 92501

Attachment I

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Bitfocus, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor

demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

- (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- (b) The unauthorized person who used the PHI or to whom the disclosure was made;
- (c) Whether the PHI was actually acquired or viewed; and
- (d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
- C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.
- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.

- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;
 - 2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
 - 3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

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- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
 - C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
 - D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
 - E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
 - F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
 - G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
 - H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
 - I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
 - J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
 - K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
 - L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
 - M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
 - N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.
6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:
- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
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- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
- 1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.
7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:
- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
 - B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
 - C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
 - D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
 - E. Ensure compliance with the Security Rule by Contractor's workforce;
 - F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
 - G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
 - H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.
8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.
- A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.
- C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.
- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

- 1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
- 2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their 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 action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

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10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.
11. **Termination.**
- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - 3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.
- B. **Effect of Termination.**
- 1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
 - 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.
12. **General Provisions.**
- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
-

- 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.
- G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue,
Moreno Valley, CA 92555

County HIPAA Privacy Officer Phone Number: (951) 486-6471



HWS HOUSING AND WORKFORCE SOLUTIONS

ENGAGE. ENCOURAGE. EQUIP.

Date: Tuesday, June 3, 2025
From: Heidi Marshall, HWS Director
To: Board of Supervisors
Via: Catalina Guitron
Subject: Sole Source request for Bitfocus Clarity HMIS Software 2025-2030

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: _____ (i.e.

CA Secretary of State Business Entity Information, Dept. of Justice Registration
Conformation for non-profits, etc.)

1. Requested Supplier Name: **Bitfocus, Inc.** Supplier ID:

Describe the goods/service being requested:

a. Provide details on any cost benefits/discounts.

2. **Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?**

Yes No

a. If yes, please explain why you are requesting to utilize an SSJ process?

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes SSJ# _____ No

4. What was the total annual and aggregate amount? **\$2,000,000**. Identify all costs for this:

Description:	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
Platform License: Clarity Human Services Community Edition	Annually \$7,200 \$0.00 after 100% discount	Annually \$7,200 \$0.00 after 100% discount	Annually \$7,200 \$0.00 after 100% discount	Annually \$7,200 \$0.00 after 100% discount	Annually \$7,200 \$0.00 after 100% discount
Enterprise Users	625 Licenses \$780.00 each Annually \$270,375 after \$217,125 discount	625 Licenses \$780.00 each Annually \$270,375 after \$217,125 discount	625 Licenses \$780.00 each Annually \$270,375 after \$217,125 discount	625 Licenses \$780.00 each Annually \$270,375 after \$217,125 discount	625 Licenses \$780.00 each Annually \$270,375 after \$217,125 discount
Administrator User	7 Licenses \$1,854 each Annually \$12,978	7 Licenses \$1,854 each Annually \$12,978	7 Licenses \$1,854 each Annually \$12,978	7 Licenses \$1,854 each Annually \$12,978	7 Licenses \$1,854 each Annually \$12,978
User Add-On: Data Analysis	7 Licenses \$1,236 each Annually \$8,652	7 Licenses \$1,236 each Annually \$8,652	7 Licenses \$1,236 each Annually \$8,652	7 Licenses \$1,236 each Annually \$8,652	7 Licenses \$1,236 each Annually \$8,652
Data Analysis	250 Licenses 250 each Annually \$30,900	250 Licenses 250 each Annually \$30,900	250 Licenses 250 each Annually \$30,900	250 Licenses 250 each Annually \$30,900	250 Licenses 250 each Annually \$30,900
Agency Licenses	250 Licenses 123.60 each Annually \$30,900	250 Licenses 123.60 each Annually \$30,900	250 Licenses 123.60 each Annually \$30,900	250 Licenses 123.60 each Annually \$30,900	250 Licenses 123.60 each Annually \$30,900
Training Site License	\$3,090 Annually	\$3,090 Annually	\$3,090 Annually	\$3,090 Annually	\$3,090 Annually

<i>General End-User LMS Training</i>	300 Licenses \$42.00 each Annually \$9,000 after \$3,600 discount	300 Licenses \$42.00 each Annually \$9,000 after \$3,600 discount	300 Licenses \$42.00 each Annually \$9,000 after \$3,600 discount	300 Licenses \$42.00 each Annually \$9,000 after \$3,600 discount	300 Licenses \$42.00 each Annually \$9,000 after \$3,600 discount
<i>Additional Licenses as needed and Approved by HWS</i>	\$34,105	\$34,105	\$34,105	\$34,105	\$34,105
Total Costs	\$400,000	\$400,000	\$400,000	\$400,000	\$4,000,000

Note: Insert additional rows as needed

6. Period of Performance: 7/1/2025 – 6/30/2030

7. Unique features of the supply/service being requested from this supplier. (If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)

Since January 1, 2021, the Riverside County Housing and Workforce Solutions Department (HWS), the Administrative Entity of Riverside County Continuum of Care (CoC), has contracted with Bitfocus, Inc. and implemented Clarity Homeless Management Information System (HMIS) to manage all data and reports in our local CoC system. The Bitfocus Clarity HMIS is one of the primary HMIS software programs most frequently used by CoCs nationwide, especially in our neighboring CoCs. This software has provided significant improvement compared to our previous HMIS software in terms of user-friendliness, flexibility, customizability, and expandability. This contract between HWS and Bitfocus, Inc. will expire on June 30, 2025. Since Bitfocus, Inc. is the only company that provides Clarity HMIS Software, HWS is hereby submitting this Sole Source Justification to renew the contract between HWS and Bitfocus, Inc. (HHPWSCCoC-0000033) for continued use of Bitfocus Clarity HMIS software for five (5) years from July 1, 2025, through June 30, 2030.

8. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

It is a mandate from the U.S. Department of Housing and Urban Development for all Continuum of Care (CoCs) in the nation to have a working HMIS system to manage all data and reports in our local CoC system and meet all HUD requirements. The Bitfocus Clarity HMIS is one of the primary HMIS software programs most frequently used by CoCs nationwide, especially in our neighboring CoCs. This software meets all HUD requirements and provides superior user-friendliness, flexibility, customizability, and expandability compared to our previous HMIS software.

9. Price Reasonableness: *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*

Sole Source Justification to renew the contract between HWS and Bitfocus, Inc. (HHPWSCoC-0000033) for continued use of Bitfocus Clarity HMIS software for five (5) years from July 1, 2025, through June 30, 2030.

The Bitfocus Clarity HMIS software meets all HUD requirements and provides superior user-friendliness, flexibility, customizability, and expandability compared to our previous HMIS software. This company has provided a total discount of \$1,264,457.00 (i.e. \$252,891.40 per year) over the life of this 5-year renewal agreement, including a complimentary platform license, a complimentary CoC License, 24 complimentary Agency Licenses, 25 complimentary user licenses. and a discounted rate for General End-User LMS Training and all Enterprise User Licenses.

10. Projected Board of Supervisor Date: June 10, 2025

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Heidi Marshall, Director- HWS		6/3/2025
Print Name	Department Head Signature (Executive Level Designee)	Date

.....

Not to exceed:

- One-time \$ N/A
- Annual Amounts reflected in completed chart for Question #4
- Aggregate Cost \$ 2,000,000

Request

Number	REQ0369805	Opened	03-06-2025 05:20:51 PM
Requested for	Kin Tat Natalis Ng	Opened by	Kin Tat Natalis Ng
Department	HWS	Approval	Approved
Service Location		Request state	Closed Complete
Due date	03-06-2025 05:20:51 PM	Priority	4 - Low
Active	<input type="checkbox"/>		

Description:

Short description Policy H-11 Technology Procurement for HWS

Special instructions:

Per email from dept. additional licenses are needed bringing the costs to approx. \$2,000,000. Item was reviewed and approved by TSOC.

Per an email received on 3/24/25 from Alex Serrano(BRM), the department did not include a five-year total of \$1,200,000. The amount was changed in RITM0391218. The item met the threshold for TSOC review and was approved. It can move forward.

Requested Items

Request = REQ0369805 1 Requested Items

Number	Quantity	Catalog Item	Due date	Price	Assigned to	Stage
RITM0391218	1	Policy H-11, Technology Procurement Request	03-06-2025 05:20:51 PM	\$0.00		

Approvers

Approval for = REQ0369805 0 Approvals

State	Approver	Comments	Created
No records to display			

Group approvals

Parent = REQ0369805 0 Group approvals

Approval	Assignment group	Approval user	Short description
No records to display			

Recurring Prices

Request = REQ0369805 0 Recurring Prices

Frequency	Price
No records to display	

Purchase Orders

Sys ID in 0 Purchase Orders

Number	Vendor	Assignment group	Assigned to	Status	PO date	Due by	Total cost
No records to display							

Transfer Orders

Sys ID in 0 Transfer Orders

Number	Stage	Requested date	Delivery by date	From stockroom	From location	To stockroom	To location
No records to display							

Assigned Licenses

Request No = REQ0369805 0 Assigned Licenses

Number	Allocated to	Assigned on	Assigned to	Task	Licensed by
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Number Allocated to Assigned on Assigned to Task Licensed by
No records to display

Catalog Tasks Parent = REQ0369805 0 Catalog Tasks

Number Priority Request Description Request item VIP Requested for Department Created State Short description Assignment group Assigned to
No records to display



COUNTY OF RIVERSIDE - 2025 RENEWAL

SERVICE AGREEMENT #20250401-101123573

Issued

April 1, 2025

Expires

July 15, 2025

Bitfocus

5940 S Rainbow Blvd

Ste 400 #60866

Las Vegas, Nevada 89118-2507

United States

Geoff Battersby

geoffb@bitfocus.com

Customer:

County of Riverside
3403 Tenth St. Ste. 310
Riverside CA 92501
USA

Natalis Ng
Administrative Services Officer
kinng@rivco.org
951-897-1670

Tanya Torno
Deputy Director
ttorno@rivco.org
951-955-7728

Catalina Guitron
cguitron@rivco.org

This Service Agreement (the "**Service Agreement**") is made and entered into between County of Riverside ("you", "**Customer**") and Bitfocus, Inc. ("us", "**Bitfocus**"). The Service Agreement is incorporated into and part of the Bitfocus Master Services Agreement ("**MSA**") either attached hereto, or if not attached, located at bitfocus.com/MSA (collectively, the "**Agreement**"). Customer agrees to purchase the following Services for the terms described herein:

Products & Services

Products & Services	Billing Frequency	Quantity	Unit price	Price
Platform License: Clarity Human Services Community Edition The full version of Clarity Human Services. Features unlimited program/project support, agency management, customizable fields, and Coordinated Entry functional-	Annually	1	\$7,200.00 / year	\$0.00/ year after 100% discount

Products & Services	Billing Frequency	Quantity	Unit price	Price
ity. This version supports multiple Continuums of Care (CoC) or multiple agencies/organizations.				
<p>Enterprise Users</p> <p>Includes access to Clarity's core functionality, such as case/client management, program enrollments, and service provision. Also allows the use of canned reports (as determined by access role). \$36.05/seat/month. A minimum of 432 licenses and a maximum of 625 for this term. The license fee will apply as licenses are incrementally added. One-time activation fee of \$175/license applies as new licenses are added.</p>	Annually	625	\$780.00 / year	\$270,375.00 / year after \$217,125.00 discount
<p>Enterprise Users</p> <p>25 licenses are provided by a Bitfocus Foundation donation on a last in, first out basis.</p>	Annually	25	\$780.00 / year	\$0.00/ year after 100% discount
<p>Administrator Users</p> <p>Includes all the abilities of the Enterprise and Manager licenses, while also granting the authority to customize all aspects of the system. \$154.50/seat/month. A minimum of 5 licenses and a maximum of 7 for this term. The license fee will apply as licenses are incrementally added. One-time activation fee of \$300/license applies as new licenses are added.</p>	Annually	7	\$1,854.00 / year	\$12,978.00 / year
<p>User Add-On: Data Analysis (Standalone User)</p> <p>Allows for advanced business intelligence queries and exports, as well</p>	Annually	7	\$1,236.00 / year	\$8,652.00 / year

Products & Services	Billing Frequency	Quantity	Unit price	Price
<p>as access to the Data Analysis API. Includes Data Analysis Embedded user license; API rate limits apply. A minimum of 5 licenses and a maximum of 7 for this term. The license fee will apply as licenses are incrementally added.</p>				
<p>User Add-On: Data Analysis (Embedded User) Allows for easy data mining and data analysis using intuitive drag-drop functionality -- right from Clarity's interface. A minimum of 48 licenses and a maximum of 250 for this term. The license fee will apply as licenses are incrementally added.</p>	Annually	250	\$123.60 / year	\$30,900.00 / year
<p>Agency Licenses Each organization with distinct programs and services requires an Agency license. \$10.30/month per agency. A minimum of 46 licenses and a maximum of 250 for this term. The license fee will apply as licenses are incrementally added.</p>	Annually	250	\$123.60 / year	\$30,900.00 / year
<p>Agency Licenses 24 licenses provided by Bitfocus Foundation donation on a last in, first out basis.</p>	Annually	24	\$123.60 / year	\$0.00/ year after 100% discount
<p>Training Site License A private Clarity training site. This provides a separate environment for training purposes. (optional)</p>	Annually	1	\$3,090.00 / year	\$3,090.00 / year

Products & Services	Billing Frequency	Quantity	Unit price	Price
General End-User LMS Training One year of LMS General End User Training access.	Annually	300	\$42.00 / year	\$9,000.00 / year after \$3,600.00 discount
Continuum of Care (CoC) Licenses Enables streamlined regional data sharing and facilitates collabora- tion using a single HMIS to serve multiple CoCs. Requires Community Edition; waived for sin- gle-CoC instances.	Annually	1	\$2,500.00 / year	\$0.00/ year after 100% discount
Subtotals				
Annual subtotal				\$365,895.00 after \$252,891.40 discount
Total				\$365,895.00

Terms and Conditions

Term is July 1, 2025 - June 30, 2030