

**AMENDMENT NO. 5
NAPA COUNTY AGREEMENT NO. 170266B**

THIS AMENDMENT NO. 5 TO AGREEMENT NO. 170266B is effective as of this 1st day of July 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and BITFOCUS, INC., with its principal place of business located in Las Vegas, NV 89117, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on or about April 8, 2014, COUNTY and CONTRACTOR entered into Agreement No. 170266B (formerly Agreement No. 8088, hereinafter referred to as "Agreement") for CONTRACTOR to provide software support and licenses for COUNTY's homeless management information system (HMIS); and

WHEREAS, on December 5, 2017, COUNTY and CONTRACTOR amended the agreement to add additional licenses and amend the terms and conditions; and

WHEREAS, on October 22, 2019, COUNTY and CONTRACTOR amended the Agreement to incorporate Addendum 2 to Exhibit A-2 to add additional licenses to access the HMIS; and

WHEREAS, on October 4, 2022, COUNTY and CONTRACTOR amended the agreement to add Addendum 3 to Exhibit 3-A increase the contract maximum and expand the scope of work to include system administration; and

WHEREAS, on January 30, 2024, COUNTY and CONTRACTOR amended the Agreement to increase the contract maximum and expand the scope of work to include data integration services for the County-wide Big Data Integration project and additional licenses to access the HMIS; and

WHEREAS, the parties wish to amend the Agreement to decrease the contract maximum and remove data integration services for the County-wide Big Data Integration project.

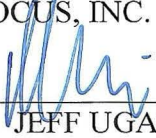
TERMS

NOW, THEREFORE, the parties amend the Agreement as follows:

1. Exhibit A-2 shall include "Addendum 5 to Exhibit A-2," attached hereto and incorporated by reference herein, and all references in the Agreement to "Exhibit A-2" shall include "Addendum 5 to Exhibit A-2" on and after the effective date of this Amendment.
2. Contract maximum shall be \$248,189. 40 from the date of this Amendment through June 30, 2026 and each automatic renewal thereof
3. In all other respects the Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 to Agreement No. 170266B as of the first date written above.

BITFOCUS, INC.

By 
JEFF UGAI, Chief Operating Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: September 15, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: Neha Hoskins Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Addendum 5 to Exhibit A-2

Products & Services

Products & Services	Billing Frequency	Quantity	Unit price	Price
Enterprise Users 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). \$46.35/month per user.	Annually	105	\$780.00 / year	\$58,401.00 / year after discount for 3 years
Manager Users Includes all the abilities of the Enterprise license, while also featuring the ability to configure and manage all agency operations. \$77.25/month per user.	Annually	27	\$1,080.00 / year	\$25,029.00 / year after discount for 3 years
Administrator Users Includes all the abilities of the Enterprise and Manager licenses, while also granting the authority to customize all aspects of the system. \$154.50/month per user.	Annually	2	\$1,854.00 / year	\$3,708.00 / year for 3 years
User Add-On: Data Analysis (Embedded User) Allows for easy data mining and data analysis	Annually	15	\$120.00 / year	\$1,800.00 / year for 3 years

using intuitive drag-drop functionality -- right from Clarity's interface.

Agency Licenses				\$0.00/ year
Each organization with distinct programs and services requires an Agency license. \$10/month per agency.	Annually	11	\$120.00 / year	after \$1,320.00 discount for 3 years

Continuum of Care (CoC) Licenses				\$0.00/ year
Enables streamlined regional data sharing and facilitates collaboration using a single HMIS to serve multiple CoCs. Requires Community Edition; waived for single-CoC instances.	Annually	1	\$2,500.00 / year	after \$2,500.00 discount for 3 years

Platform License: Clarity Human Services Community Edition				\$6,365.40
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 multiple agencies/organizations.	Annually	1	\$7,200.00 / year	/ year after \$834.60 discount for 3 years

Training Site License				\$2,500.00
A private Clarity training site. This provides a separate environment for training purposes. (optional)	Annually	1	\$3,000.00 / year	/ year after \$500.00 discount for 3 years

Subtotals

Annual subtotal	\$97,803.40
	after \$32,784.60 discount

Total

\$97,803.40

Products & Services

Products & Services	Billing Frequency	Quantity	Unit price	Price
<p>HMIS Community Administration</p> <p>Bitfocus serves as the primary Community Administrator for the Homeless Management Information System (HMIS). Services include:</p> <p>a. Subject matter expertise on the local HMIS and national best practices.</p> <p>b. Coordination between the Continuum of Care (CoC) and Supported Funding Streams on HMIS and related matters</p> <p>c. Representing the HMIS Lead Entity in workgroup and committee meetings. d. Facilitating communication between partner agencies and leadership.</p> <p>e. Attending HUD HMIS training sessions and System Administration webinars on behalf of the community.</p> <p>f. Developing and maintaining a public-facing website to support the HMIS.</p>		1	\$45,604.00	\$45,604.00
HMIS and Coordinated Entry Infrastructure		1	\$46,893.00	\$46,893.00

Products & Services	Billing Frequency	Quantity	Unit price	Price
<p>Services include:</p> <ul style="list-style-type: none"> a. Maintain system infrastructure, including user access and lifecycle management, database management, and compliance with HUD and federal partner requirements. b. Setup, configure and support programs, projects, and services for Supported Funding Streams; including: <ul style="list-style-type: none"> i. Manage and modify the Client Profile, Enrollment, and Exit Screens per Continuum of Care (CoC) specifications. ii. Configure Coordinated Entry settings to align with local policies and procedures iii. Configure and implement programs to align with HMIS Data Standards and local policies. c. Provide onboarding, training, and consultation to new partner agencies regarding system usage, policies, and other pertinent information d. Facilitate meetings with Agency Leads for education, feedback, and community engagement. Limited to six (6) Agency Leads meetings per year. e. Create and maintain local HMIS policies, procedures, and documentation. <p>Add-on services for additional cost:</p> <ul style="list-style-type: none"> • Additional Agency Leads Meetings • Extensive or repeated Coordinated Entry system redesign initiatives • Extensive custom configurations, including custom fields, screens, or assessments 				

Products & Services	Billing Frequency	Quantity	Unit price	Price
<p>User Support and Help Desk</p> <p>Services include:</p> <p>a. Direct end-user support for all li- censed users, including support for local HMIS policies and workflows. Direct, in-application access to the Help Desk and documentation.</p> <p>b. Technical support to assist and support users with HMIS functional- ity.</p> <p>c. Manage trouble ticket system and respond to user issues via phone, email, and online chat channels during standard Bitfocus support hours.</p> <p>d. Facilitate escalations as appropriate,</p>		1	\$26,933.00	\$26,933.00
<p>Training and Professional Development</p> <p>Services include:</p> <p>a. Comprehensive HMIS training plan developed in collaboration with the CoC. b. On-demand, recorded training sessions delivered via the Bitfocus Learning Management System (LMS), includ- ing:</p> <p>i. Customized, interactive knowl- edge checks to reinforce user com- prehension.</p> <p>ii. Access to the subscription library of on-demand courses on learn.bitofocus.com</p> <p>iii. Development and maintenance of up to two (2) custom on-demand training courses</p> <p>c. Live webinars, in-person training, or "office hours" where applicable. Limited to six (6) training sessions per year, including a combination of remote or in-person sessions.</p>		1	\$8,155.00	\$8,155.00

Products & Services	Billing Frequency	Quantity	Unit price	Price
<p>Examples include:</p> <ul style="list-style-type: none"> i. Unique training per program type, such as webinars on housing, shelter, problem-solving, coordinated entry, outreach, and analysis. ii. Training for new program implementations (i.e., the addition of standard programs such as new buildings or shelters) and functionality deployment, except where training is specific to new services or projects. <p>Add-on services for additional cost:</p> <ul style="list-style-type: none"> • Additional live training sessions • Additional recorded training sessions or on-demand courses • Other facilitated forums or convenings 				
<p>Compliance & Data Quality Support</p> <p>Execution of the compliance duties of the HMIS Lead Agency on behalf of CoC, including planning, system-level monitoring, and enforcement of local policies and procedures to meet federal and local regulatory requirements. Limited to Supported Funding Streams. Services include:</p> <ul style="list-style-type: none"> a. Support CoC and Agency support by preparing and submitting all HUD and federal partner reports, including HMIS Shelter Point in Time data, Housing Inventory Count, LSA, System Performance Measures, ESG-CV reporting, HMIS APR, and CE APR. Work with leadership and agencies to review and submit reports based on HMIS data to other federal, state, and local entities. b. Analyze data quality to comply with HMIS Data Standards and local 		1	\$10.730.00	\$10.730.00

Products & Services	Billing Frequency	Quantity	Unit price	Price
<p>performance metrics. Includes outreach to agencies to enforce, educate, prevent, and fix data quality errors.</p> <p>c. Maintain knowledge and be well-informed of HUD grant awards to the CoC and HUD-funded programs.</p> <p>d. Remain current on HUD and federal partner training to keep abreast of the changes in data standards, reporting, grants, etc.</p> <p>e. Deliver all data elements in HMIS as set out by the HUD data standards: Ensure that relevant data is compliant with HUD standards except when otherwise directed by CoC.</p> <p>f. Routinely update the HMIS platform to maintain compliance with the latest HUD requirements; and</p> <p>g. Actively participate in responding to HUD when solicited for input/feedback on proposed changes from the HUD vendor community in collaboration with the CoC.</p>				
<p>Reporting and Analytical Support Services include:</p> <p>a. Support retrieving and analyzing HMIS and Coordinated Entry data, including adhoc analytics support.</p> <p>b. Technical and administrative support to CoC and Agency Leads to support the use of pre-built reports in Clarity Human Services.</p> <p>c. Analysis of data related to community-level reporting of HMIS participation, bed coverage, and other required reports and guide CoC based on analysis.</p>		1	\$12,071.00	\$12,071.00

Products & Services	Billing Frequency	Quantity	Unit price	Price
<p>d. Conduct data quality analysis to improve the quality of standard data elements across program types beyond activities related to HUD HMIS report submissions.</p> <p>e. Analyze data to identify training and online user guide and system ease-of-use gaps and adjust training and user guides to improve data quality upon data entry.</p> <p>f. Monitor data quality after training and provide follow-up communications to attempt to correct any data entry errors.</p> <p>g. Provide guidance and support for Data Analysis report development and ongoing reports management.</p> <p>h. Provide supporting documentation on Data Analysis reports, including formulas for calculated fields, and meta-data (e.g., Look purpose, create date, last used date, user information, etc.)</p> <p>Requirements and Limitations:</p> <ul style="list-style-type: none"> • Reporting and analytical support requests shall be made with at least two (2) business days' notice, understanding that complex data requests may require additional time. Requests requiring over four (4) hours of work may require separate Statements of Work (SOW). • Development of custom reports or dashboards that require custom scripting, modifications to the data model, advanced staffing support, or which integrate external data sources require a separate Statement of Work. Examples of requests considered outside the scope of this Agreement include modifications to the base data 				

Products & Services	Billing Frequency	Quantity	Unit price	Price
models or connections to third-party data sources. • Development of custom Report Library (Pentaho) reports require separate Statements of Work (SOW).				
Subtotals				
One-time subtotal				\$150,386.00
Total				\$150,386.00

Terms and Conditions

Monthly invoicing for term: July 1, 2025 - June 30, 2028

Assumptions and Limitations:

Designed to fulfill the responsibilities of the Lead Agency for a high-performing Homeless Management Information System (HMIS), the Bitfocus Community Administration package includes several interdependent services. Because the complexity of administration grows with the system, we offer these services at a fixed rate based on the following limitations on the maximum number of:

Users: 200

Agencies: 20

Programs: 150