907

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

FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
March 15, 2011

SUBJECT: REQUEST FOR SOLE SOURCE PROCUREMENT AND PROFESSIONAL SERVICE CONTRACT WITH DATA SYSTEMS INTERNATIONAL

RECOMMENDED MOTION: That the Board of Supervisors approve and:

1. Authorize the Chairman of the Board to sign the attached Professional Services Contract (HO-02007), with other than lowest bidder, Data Systems International, in the amount of $66,140, for the period of July 1, 2011 through June 30, 2012, with two (2) one-year renewal options;

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments and exercise renewal options that do not change the substantive terms of the contract, including amendments to the compensation provision that do not exceed the maximum reimbursement amount of the contract ($66,140); and

3. Authorize the Director of DPSS to administer the contracts with Data Systems International.

(CONTINUED – 4 pages in total)

Susan Loew
Susan Loew, Director

FORM APPROVED COUNTY COUNSEL __2/13/11__ DATE
BY: NEAL R. KIPNIS
Departmental Concurrence

Mark Seiler, Assistant Director
Purchasing:

Policy ☒ Policy ☒
Consent ☐ Consent ☐

Dep't Recomm.:
Per Exec. Ofc.:

FINANCIAL DATA	Current F.Y. Total Cost:	$66,140	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$0	Budget Adjustment:	No
	Annual Net County Cost:	$0	For Fiscal Year:	2011-12

SOURCE OF FUNDS: 100% Federal Funds	Positions To Be Deleted Per A-30	☐
	Requires 4/5 Vote	☐

C.E.O. RECOMMENDATION:

APPROVE

BY: _Debra Cournoyer_
Debra Cournoyer

County Executive Office Signature

Prev. Agn. Ref.: 5/13/08 (#3.38) | **District: All** | **Agenda Number:**

3.27

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

TO: BOARD OF SUPERVISORS   **DATE:** March 15, 2011

SUBJECT: REQUEST FOR SOLE SOURCE PROCUREMENT AND
PROFESSIONAL SERVICE CONTRACT WITH DATA SYSTEMS
INTERNATIONAL

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

The adoption of a HMIS is required by the U.S. Department of Housing and Urban Development (HUD), as a condition of receiving McKinney-Vento Homeless Assistance Funds, which I s the primary source of funding for homeless related programs in Riverside County. The Riverside County Continuum of Care (CoC) has been in compliance with the mandate with its initial homegrown tracking system, I-XIST, and its current database, ClientTrack.

On June 30, 2011, the contract between DPSS and HMIS software provider, Data Systems International, will be termed.

In its funding application to HUD, DPSS committed to stay with the current vendor, Data Systems International, for the next eighteen (18) months. The HUD funding agreement, which will fund one hundred percent (100%) of the HMIS software provider contract, will be presented to the Board upon receipt. For this reason, the Director of DPSS requests that the Board approve the Request for Sole Source Procurement, and approve and execute the attached contract between DPSS and Data Systems International.

A description of the HMIS software provider, along with information regarding the last competitive bid process, can be found below:

Data Systems International (DSI) is a technology-focused organization that whose signature product, ClientTrack, provides health and human services agencies with a platform of tools, baselines application and reporting tool features that parallel what has been available to the business world.

On May 13, 2008, Agenda Item 3.38, the Board authorized DPSS to contract with DSI, at the recommendation of the RFP #DPARC-080 evaluation committee, to provide HMIS software services, for the period of July 1, 2008 through June 30, 2009, with two (2) one-year renewal options, in the amount of $90,000.

PRICE REASONABLENESS:

On August 24, 2010, DPSS requested quotes from the five (5) HMIS software providers capable of providing services to Riverside County. Those providers were: Data Systems International; Met SYS, Inc.; New Vision Technologies, Inc.; Pathways Community Network; and Social Solutions.

Of the five (5) providers, only three (3) submitted cost proposals (Data Systems International; Pathways Community Network; and Social Solutions) to DPSS. The remaining two (2) providers (Met SYS, Inc. and New Vision Technologies, Inc.) declined to submit cost proposals.

BACKGROUND (continued):

Price Comparison

HMIS Software Provider	Proposed Annual Cost
Data Systems International	$66,140
Pathways Community Network	$12,500
Social Solutions	$62,905

Although Data Systems International (DSI) does not present the lowest cost to the County, DPSS has committed to contracting with DSI for HMIS services, as stated in its funding application.

In FY 2011-12, DSI is proposing a total contract cost of $66,140, which is $7,790 (or 11%) cheaper than the current fiscal year ($73,930).

Alternative Costs

If DPSS were to elect to contract with a vendor, other than Data Systems International, it would require additional staff time and funding, as outlined below.

1. In order to have a complete, and accurate, data conversion, the Department would have to run parallel systems with the current and new vendor.

    The last data conversion for HMIS took approximately nine (9) months to complete, due to incompatible data formatting between the old and new vendor. The system roll-out required the Department to allocate costs in the second year of implementation that were due to be allocated in the first year.

    Running a parallel system, to ensure proper data conversion, requires additional funds that are not budgeted for this fiscal year.

    In order to keep the current vendor under contract until the data has been completely transferred to the new vendor would cost the Department approximately $3,080/month for user licenses only. There will be an additional cost for services such as project management.

2. Annual reports are due to HUD at the end of each Grant term because they are to be populated using data from HMIS. Most (20 of 22, or 91%) of the HUD Grants do not fall on the County fiscal year calendar. With a contract start date of July 1st with a new vendor, a new HMIS system will not be fully operational for the submission of HUD reports that are due in (or around) the month of July.

    Delayed submission of annual reports to HUD could initiate sanctions against the Riverside County CoC and impact the more than $6.6 million received in funding every year, as HUD will apply performance penalties during the rating and ranking of your next application for late or missing reports.

3. At the end of FY 2009-10, there were seventy-seven (77) licensed users representing twenty-four (24) non-profit agencies, County departments and faith-based organizations, and fifty-nine (59) programs.

TO: BOARD OF SUPERVISORS   **DATE:** March 15, 2011

SUBJECT: REQUEST FOR SOLE SOURCE PROCUREMENT AND
PROFESSIONAL SERVICE CONTRACT WITH DATA SYSTEMS
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BACKGROUND (continued):

On average, an initial HMIS training session requires approximately four (4) hours of staff time (Business Process Analyst II). A follow-up training session requires an additional two (2) hours of staff time (Development Specialist III). The staff time needed to train the CoC on a new system will be approximately $12,530.98. (see below)

77 system users x 4 hours of initial training = **308 hours**
308 hours x $28.79 (staff hourly rate @ step 1) = **$8,876.32**

77 system users x 2 hours of follow-up training = **154 hours**
154 hours x $23.79 (staff hourly rate @ step 1) = **$3,663.36**

$8,876.32 + $3,663.36 = **$12,530.98**

4. HMIS participation is a HUD mandate and is an administrative cost to funded agencies (County and non-profit) for data entry.

It is difficult to provide exact salary costs to local homeless service providers to have staff taken away from regular duties in order to be trained on a new system; however, it can be estimated that there will be an aggregate cost to the CoC, in the amount of $3,696. (see below)

77 license users x 6 total hours of training (4 + 2) = **462 hours**
462 hours x $8.00 (staff hourly rate, minimum wage) = **$3,696**

Based on the price comparison referenced above, DPSS is confident that the pricing is reasonable and at fair market value for the services that would be provided by Data Systems International.

FINANCIAL DATA: 100% Federal Funds.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

1. Professional Services Contract (HO-02007) with Data Systems International

SL:mr

Date: December 8, 2010

From: Susan Loew, Director

Department: Department of Public Social Services

To: Board of Supervisors

Via: Purchasing Agent

Subject: Request for a Single Source Procurement

The below information is provided in support of the Department of Public Social Services requesting approval for a single source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for a single source.

Supply/Service being requested:

An entity or agency with 5+ years of experience in providing off-the-shelf software packages, approved by the U.S. Department of Housing and Urban Development (HUD), that follows the Software-as-a-Service (SaaS) web-based model, functions as a Homeless Management Information System (HMIS), and has successfully been implemented to a government agency comparable to the size of Riverside County.

Supplier being requested:

The supplier being requested is Data Systems International, creator of ClientTrack—a health and human services software used for its client tracking and reporting tools, respectively.

Alternative suppliers that can or might be able to provide supply/service:

There are thirty-three (33) alternative suppliers that can or might be able to provide a software solution to Riverside County. (see Attachment A)

Of the thirty-three (33) software providers, only four (4) meet the criteria as set forth in the succeeding section: Met SYS, Inc.; New Vision Technologies, Inc.; Pathways Community Network; and Social Solutions.

Although there are alternative suppliers referenced above, in its funding application to HUD, DPSS committed to stay with the current vendor, Data Systems International for the next eighteen (18) months.

Extent of market search conducted:

A thorough web-based market search was conducted, utilizing an online resource dedicated to help facilitate information gathering about available HMIS solutions, operated by the U.S. Department of Housing and Urban Development.

(http://www.hmis.info/Software/default.aspx?AspxAutoDetectCookieSupport=1)

Through its website, HUD connected the Department with thirty-four (34) HMIS software providers across the country, by offering HMIS solution providers the opportunity to self-register their HMIS products based on the following criteria:

1. Information and Referral
2. Interagency Data Sharing
3. Client Intake
4. Case Management
5. Service Tracking
6. Goals and Outcome Tracking
7. Outreach Tools
8. Daily Bed Register
9. Program Eligibility and Referral
10. HUD HMIS XML
11. AHAR Table Shells
12. Annual Program Reporting (APR)
13. Length of Stay Analysis
14. Other Reporting
15. Billing
16. Incident Tracking
17. Data Quality Reports
18. Benefits Screening and Enrollment

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Features	Benefits
Complete HMIS – compliant functionality	You're covered immediately with all required forms, business rules, and workflows for the collection of Universal Data, Program Data, HPRP Data, and Program Data Descriptors data sets.
Push button Annual Progress Report (APR), Annual Homeless Assessment Report (AHAR), Homelessness Prevention and Rapid Re-Housing (HPRP) Quarterly Progress Report (QPR), and the Housing Opportunities for People with Aids (HOPWA) APR	Save valuable time
Continuous updates for changing reporting requirements	Funding compliance is ensured now and in the future
Powerful Designer and Configuration Tools	Configure ClientTrack to work the way you need to work
Import / Export capabilities including HUD XML 2.7, CSV and other formats	Simplifies data sharing between different HMIS systems without the need for expensive development
Powerful, ad hoc Reporting Suite	Analyze your data and showcase

	your outcomes to stakeholders and your community with stunning reports, graphs, and charts
Comprehensive case management capabilities	Purchase and maintain just one system to meet your staff and client needs.
Extensive outcomes tracking	Track client outcomes across multiple programs
Visual Housing Management Tool	Users can easily manage capacity with immediate access to information about available rooms or beds in your local facilities
A single database of client information across multiple organizations and programs	Coordinate services across multiple programs and agencies for food, clothing, temporary housing, legal assistance, Veteran's benefits, mental illness, medical care, domestic violence, and more.
	Data integrity

In addition to the unique features listed above, Data Systems International has been providing HMIS software and training to the County since July 1, 2008. Since implementation, the number of non-profit and faith-based organizations participating in the County's Continuum of Care to the homeless has increased, which has sustained the County's McKinney-Vento Homeless Assistance funds since HMIS participation is a requirement of funding.

Reasons why the Department of Public Social Services requires these unique features and what benefit will accrue to the county:

In 2001, Congress directed the U.S. Department of Housing and Urban Development (HUD) to ensure the collection of more reliable data regarding the use of homeless programs. HUD has since directed the programs it funds to develop a local Homeless Management Information System (HMIS) to collect and report data on the usage of homeless services and mandated all Continuums of Care applicants to demonstrate progress in implementing HMIS.

In order for the Riverside County Continuum of Care (CoC) to continue to receiving HUD funding, it must have a computerized data collection system in place that is able to:

1. Assist in developing unduplicated counts of clients served at the local level
2. Track services used by homeless persons
3. Capture information from multiple agencies
4. Track service usage over time
5. Provide summary information about service usage and clients

By contracting with DSI, the incumbent, as the HMIS software provider, the CoC will be able to continue collecting accurate, timely and consistent information to make informed policy and program decisions as well as track client outcomes and program effectiveness, which is a condition of the HMIS grant awarded to Riverside County.

Price Reasonableness:

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Does moving forward on this product or service further obligate the county to future similar contractual arrangements?

No, moving forward with this service does not further obligate the County to future similar contractual arrangements; however, it is requested that DPSS be authorized to contract with Data Systems International for a single base year, with two (2) one-year renewal options.

Susan Joew _____   1-24-11 _____
Department Head Signature   Date

Purchasing Department Comments:

(Approve)   Approve with Condition(s)   Disapprove

_M_____   1-25-11 _____
Purchasing Agent   Date

Homeless Management Information System Software Comparison

Software Provider	Information and Referral	Interagency Data Sharing	Client Intake	Case Management	Service Tracking	Goals and Outcomes Tracking	Outreach Tools	Daily Bed Register	Program Eligibility and Referral	HUD HMIS XML	AHAR Table Shells	AHAR XML	Annual Progress Reporting (APR)	Length of Stay Analysis	Other Reporting	Human Resources	Billing	Incident Tracking	Biometrics	HUD HMIS CSV	Data Quality Reports	Benefits Screening and Enrollment
Adystech, Inc.	✓	✓	✓	✓	✓	✓		✓	✓				✓	✓	✓	✓		✓				✓
Bell Data Systems, Inc.	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓					✓	✓	
BenNet, Inc.	✓	✓	✓	✓	✓	✓							✓	✓	✓							
Bowman Systems, Inc.	✓	✓	✓	✓	✓	✓			✓				✓	✓			✓	✓				✓
CAP Systems, Inc.	✓	✓	✓	✓	✓	✓	✓						✓	✓	✓							
Charity Check, LLC	✓	✓	✓	✓	✓	✓		✓	✓				✓				✓					✓
Client System Software, Inc.	✓	✓	✓	✓	✓	✓			✓				✓	✓	✓		✓	✓	✓			
Coelho System Software, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓		✓	✓				
Community Collaboration, Inc.	✓	✓	✓	✓	✓	✓	✓	✓		✓			✓	✓	✓							
Data Futures	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓	✓		✓				✓
Data Systems International	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓			✓	✓
DBA Technologies, LLC	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓			✓		✓	✓	
Domus Systems	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓						✓	
DYTEKS, Inc.	✓	✓	✓	✓	✓	✓		✓				✓	✓	✓	✓						✓	
Foothold Technology	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓	✓	✓	✓		✓	✓	✓
Grasp Software Corporation	✓		✓	✓	✓	✓	✓	✓						✓	✓							
Groupware Technologies, Inc.	✓	✓	✓	✓	✓	✓		✓	✓				✓	✓	✓			✓			✓	
Harmony Information Systems, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓	✓	✓	✓		✓	✓	✓
HousingWorks, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓	✓		✓			✓	✓

Homeless Management Information System Software Comparison

Software Provider	Information and Referral	Interagency Data Sharing	Client Intake	Case Management	Service Tracking	Goals and Outcomes Tracking	Outreach Tools	Daily Bed Register	Program Eligibility and Referral	HUD HMIS XML	AHAR Table Shells	AHAR XML	Annual Progress Reporting (APR)	Length of Stay Analysis	Other Reporting	Human Resources	Billing	Incident Tracking	Biometrics	HUD HMIS CSV	Data Quality Reports	Benefits Screening and Enrollment
Information Technology Consortium, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓					✓	✓	✓	✓	✓				
MetSYS, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mid America Assistance Coalition	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓		✓								
Miles Technology	✓		✓	✓	✓	✓	✓	✓	✓	✓				✓	✓		✓	✓		✓	✓	✓
MISI		✓	✓	✓	✓	✓	✓	✓			✓		✓	✓	✓			✓		✓		
New Vision Technologies, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓			✓	✓	✓	✓	✓
Pathways Community Network	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓			✓		✓	✓	✓
Quicksilver Consulting			✓										✓		✓							
Radii Technologies, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓			✓				
Simplicity Computer Solutions, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓	✓	✓	✓				✓
Social Solutions	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓
Softscape	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓	✓	✓	✓	✓				✓
CNS, Inc.	✓	✓	✓		✓								✓	✓	✓			✓				
Software Application Services, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				✓	✓		✓	✓	✓			✓
VisionLink Tapestry	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓		✓	✓			✓

Riverside County Department of Public Social Services

Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

PROFESSIONAL SERVICES CONTRACT:	**HO-02007**
CONTRACTOR:	**DATA SYSTEMS INTERNATIONAL**
ACTIVITY:	**HOMELESS MANAGEMENT INFORMATION SYSTEM SOFTWARE**
CONTRACT TERM:	**JULY 1, 2011 THROUGH JUNE 30, 2012**
MAXIMUM REIMBURSABLE AMOUNT:	**$66,140**

WHEREAS, the Department of Public Social Services, hereinafter referred to as DPSS, desires to provide Homeless Management Information System (HMIS) software licenses and services to the Riverside County Continuum of Care;

WHEREAS, Data Systems International is qualified to provide HMIS software licenses and services;

WHEREAS, DPSS desires Data Systems International, hereinafter referred to as the Contractor, to perform these services in accordance with the CONTRACT TERMS and CONDITIONS (CT&C), attached hereto and incorporated herein by this reference. The CT&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein, of this Agreement.

Authorized Signature for Riverside County:	**Authorized Signature for Contractor:**
	[signature]
Printed Name of Person Signing:	Printed Name of Person Signing:
Bob Buster	Jon Hammarstrom
Title: Chairman, Board of Supervisors	Title: President & Chief Operating Officer
Address: 4080 Lemon Street Riverside, CA 92501	Address: 545 East 4500 South, Suite E260 Salt Lake City, UT 84107
Date Signed:	Date Signed:

DATA SYSTEMS INTERNATIONAL

PROFESSIONAL SERVICES AGREEMENT

TERMS AND CONDITIONS

Table of Contents

LIST OF EXHIBITS
    Exhibit A – Software as a Service Agreement

I. ABBREVIATIONS AND DEFINITIONS

A. "Active User" shall mean a named end-user of a ClientTrack™ system that has current login privileges. An Active User account (seat) cannot be shared or used by more than one individual Active User but may be reassigned from time to time to new Active Users who are replacing former Active Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

B. "ClientTrack.Net" shall mean the management software, delivered as a hosted application by Data Systems International.

C. "Contractor" shall mean any employee, agent, or representative of the Data Systems International used in   conjunction with the performance of the contract.

D. "DPSS" shall mean the County of Riverside and its Department of Public Social Services (DPSS).

E. "HPU" shall mean the Homeless Programs Unit of Riverside County Department of Public Social services.

F. "Inactive User" shall mean a named end-user of a ClientTrack™ system that DOES NOT have current login privileges. An Inactive Users may be maintained in the system for historical and data integrity reasons.

G. "SaaS" shall mean the Software as a Service Agreement.

H. "System" or "HMIS" shall be used interchangeably to mean the Homeless Management Information System.

II. DPSS RESPONSIBILITIES

DPSS shall:

1. Assign staff to be the liaison between the Contractor and DPSS, within fifteen (15) days of contract execution.

2. Review all data files after the conversion process and assume responsibility for the completeness and accuracy of all converted data.

3. Ensure that the HMIS System Administrator's allocation of active named User Subscriptions does not exceed one-hundred (100).

4. Collaborate with the Contractor to implement changes mandated by the U.S. Department of Housing and Urban Development (HUD) and implement after mutual agreement between the DPSS and the Contractor.

5. Monitor the performance of the Contractor in meeting the terms, conditions, and services in this Agreement. DPSS, 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.

III. CONTRACTOR RESPONSIBILITIES

A. The Contractor shall:

1. Assign an Implementation Engineer to be the liaison between DPSS and the Contractor, within fifteen (15) days of contract execution.

2. Provide a chain of command in the event that the liaison is unavailable.

3. Provide HMIS System Administrator with notification and technical specifications for all system upgrades at a minimum of two (2) weeks prior to the upgrade.

4. Provide written (e-mail) response to written (e-mail) inquiries, questions, problems, etc., within a one (1) business day.

5. Provide two (2) complete database instances of the software to be utilized as:

   a. A test and training environment   b. A production environment

6. Act as an Application Service Provider whereby Contractor hosts and operates a licensed instance ClientTrack.Net as a hosted application accessed via the Internet as set forth in the Software as a Service Agreement, attached hereto as **Exhibit A** and incorporated herein by this reference.

7. Provide technical support to DPSS for the ClientTrack HMIS solution.

8. Notify the HMIS System Administrator of any scheduled/unscheduled database or system activities including, but not limited to: updates, restores, downloads, object updates, script updates, etc.

IV. FISCAL PROVISIONS

A. MAXIMUM AMOUNT AND SOURCE OF FUNDS

Total payments under this Agreement shall not exceed $66,140.

B. LINE ITEM BUDGET

FY 2011-12 LINE ITEM BUDGET

SaaS PRICING TABLE

Description	Quantity	Rate	Cost
SaaS User Subscriptions	100	$40/month	$48,000

PROFESSIONAL SERVICES PRICING TABLE

Deliverable	Rate
Administration & Tools Training	$6,800
Project Management	$2,640
Tailoring, Configuration, & System Administration	$7,200
Travel Related Expenses	$1,500
Total	**$18,140**

C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. DPSS shall make all payments due to Contractor within thirty (30) days of receipt, by DPSS, of the Contractor's invoice.

2. Payments shall be made based on the *completion* of each deliverable on a monthly basis, except for SaaS User Subscriptions, which will be paid in advance on a quarterly basis.

3. The Contractor will provide a seat count report with each quarterly SaaS User Subscriptions invoice, detailing seat count changes that are reflected in the accompanying invoices. Adjustments will be made to seat counts for the next quarterly period. No adjustments will be made in arrears, or credits applied to prior quarter billings.

   DPSS reserves right to withhold payment to Contractor in the event that the Contractor does not provide a seat count report until such report is provided and the active user count is reconciled between the Contractor and DPSS.

D. RECORDS, INSPECTIONS AND AUDITS

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Contractor shall maintain these records for three (3) years after final payment has been made or until all pending county, state, and federal audits, if any, are completed, whichever is later.

2. Any authorized representative of the County of Riverside, State of California, and the federal government shall have access to any books, documents, papers, electronic data and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.

3. These authorized representatives shall execute a confidentiality agreement acceptable to the Contractor before any information will be provided by the Contractor.

4. DPSS shall conduct no more than one audit each calendar year.

5. DPSS shall give the Contractor written notice fifteen (15) days prior to any audit, evaluation, inspection, review, assessment or examination.

6. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for three (3) years after final payment is made, or until all pending county, state, and federal audits are completed, whichever is later.

7. Should the Contractor disagree with any audit conducted by DPSS, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.

8. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.

E. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Contract, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties. Requests to modify fiscal provisions shall be submitted no later than April 1st.

V. GENERAL PROVISIONS

A. EFFECTIVE PERIOD

This Agreement is effective July 1, 2011 through June 30, 2012, with two (2) one-year renewal options.

B. INDEPENDENT CAPACITY

Each party shall act in an independent capacity and not as an agent or employee of the other.

C. CONFLICT OF INTEREST

The Contractor covenants that it presently has no interest, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Contractor believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this agreement, no person having any such interest shall be employed or retained by it under this agreement.

The Contractor agrees to inform DPSS of all of the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interest with DPSS.

D. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and

required by the laws and regulations of the United States, State of California, the County of Riverside, and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

E. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records pertaining to W&I code section 10850 and comply with all other statutory laws and regulations relating to privacy and confidentiality.

F. NOTICES

All notices, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

DPSS:	Department of Public Social Services
	Contracts Administration Unit
	10281 Kidd Street
	Riverside, CA 92503

CONTRACTOR:	Data Systems International
	545 East 4500 South, Suite E260
	Salt Lake City, UT 84025

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall not be acceptable, except invoices and other financial documents, which must be addressed to:

DPSS MRU:	Department of Public Social Services
	Homeless Programs Unit
	4060 County Circle Drive
	Riverside, CA 92503

G. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County of Riverside, 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 Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; 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 all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

County shall indemnify and hold harmless the Contractor, its officers, employees, subcontractors, agents or representatives (the "Contractor's Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted upon any act of County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives arising out of or in any way relating to this Agreement and County shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Contractor's Indemnified Parties in any claim or action based upon such liability.

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'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.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

H. INSURANCE

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 during the term of this Agreement.

Workers' Compensation:

If 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. **Policy shall be endorsed to waive subrogation in favor of the County of Riverside;** and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. **Policy**

shall name, in the following manner, "the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insureds." 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.

Professional Liability:

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

Vehicle Liability:

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, 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, in the following manner, "the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insureds."**

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 an 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's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed $500,000 per occurrence retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention's 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 retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and 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 coverages set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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 the 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.

I. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of DPSS.

J. SUBCONTRACT FOR SERVICES

No agreement shall be made by the Contractor with any party to furnish any of the services herein contained without the prior written approval of DPSS. This provision shall not require the approval of agreements of employment between the Contractor and personnel assigned for services there under.

K. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed by Agreement, shall be disposed by DPSS, who shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the agreement pending DPSS' decision.

L. SANCTIONS

Failure by the Contractor to comply with any of the provisions covenants, requirements or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be considered a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take any other remedies available at law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach which period shall be established at the sole discretion of DPSS; and/or

2. Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or

3. Withhold funds pending curing of the breach; and/or

4. Offset against any monies billed by the Contractor but yet unpaid by DPSS. DPSS shall give the Contractor notice of any action pursuant to this paragraph, which notice shall be effective when given.

M. TERMINATION

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS will make payment for all services performed up to the date of the written notice.

N. NON-DISCRIMINATION ASSURANCE

The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

O. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all rules, regulations, requirements, and directives of the U.S. Department of Housing and Urban Development, which impose duties and regulations upon DPSS and which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

P. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

Q. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

ClientTrack by DSI
Software as a Service Agreement (SaaS)

This Software as a Service Agreement ("Agreement") is made as of the Order Date of the service, by and between DataSystems International Incorporated, a Utah Corporation, ("DSI"), and the ordering party ("LICENSEE").

Services

DSI will provide, subject to the terms herein, the LICENSEE with a non-exclusive license to use of the application server, software set and the support services set forth in this Agreement (collectively, the "Services"), solely for the purpose of access and execution of Customer's subscription to the ClientTrack.Net™ software application ("ClientTrack") delivered as Software as a Service over the Internet.

LICENSEE will have access to the Services for the purpose of using the Services for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Services provided by DSI. Such use and access will be continuous on a 24 hour basis except for interruptions by reason of maintenance or downtime beyond Licensor's reasonable control.

All standard features and functions of ClientTrack™ Core-Package will be available to Licensee as part of the monthly user fees.

DSI will provide up to 2 Gigabytes (GB) of storage space on the application server for LICENSEE to use for storage of data necessary for use of ClientTrack. If LICENSEE's use exceeds the base storage space allotted, LICENSEE will be responsible to pay for additional data storage fee at DSI's prevailing rate; incremental fees will be calculated on the average monthly storage overage and invoiced quarterly.

Databases smaller than 1 Gigabyte can be exported through the Application's "Export Whole Database" feature. The exportation of databases larger than 1 Gigabyte must be performed by Licensor's professional staff with Licensee being charged for associated time and material.

DSI will maintain ClientTrack during the term of this Agreement. In the event ClientTrack has been modified or customized, and DSI personnel performed those modifications, DSI agrees to maintain ClientTrack as modified. The cost of regular application maintenance (break/fix) is included in the Monthly User Fees. Software support beyond regular application maintenance may be billable to LICENSEE at DSI's prevailing Professional Services rates.

DSI reserves the right to modify any Service from time to time; provided that Customer may terminate a Service without penalty in the 30 days following notice from DSI of the implementation of any change to a Service that has a material adverse affect on the functionality of that Service, If DSI fails to correct the adverse effect in the 30 days following Customer's written notification to DSI of such effect.

DSI, its affiliates or subcontractors may perform some or all of DSI's duties and/or obligations hereunder.

LICENSEE Responsibilities

LICENSEE must obtain from DSI a valid SaaS seat licensing sufficient for the number of authorized users to use the ClientTrack Software. ·

LICENSEE will use the ClientTrack only for its internal business operations and will not permit ClientTrack to be used by or for the benefit of anyone other than LICENSEE.

LICENSEE will not have the right to re-license or sell rights to access and/or use the Licensed ClientTrack Application or to transfer or assign rights to access or use ClientTrack, except as expressly provided herein.

LICENSEE may not modify, translate, reverse engineer, decompile or create derivative works based upon ClientTrack. Licensee agrees to use ClientTrack in a manner that complies with all applicable laws including intellectual property and copyright laws. Licensor expressly reserves all rights not expressly granted to LICENSEE herein.

LICENSEE can add users at will; DSI will monitor the LICENSEE's database to verify number of users. LICENSEE agrees to pay a onetime user setup fees and ongoing software subscription fees for each user added.
Should the LICENSEE add users above LICENSEE's initial base subscription level, the new total number of users created within a calendar month replaces and becomes the LICENSEE's base contractual user subscription and will be billed accordingly for the month added and for the remainder of the contract period.

LICENSEE will not: (i) transmit or share identification or password codes to persons other than authorized users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the ClientTrack Application through a single identification or password code being made available to multiple users on a network.

LICENSEE will be responsible to provide, install, and maintain all workstations equipment and operating system and other software to establish and utilize a supported World Wide Web browser; as well LICENSEE is responsible for establishing and maintaining an Internet connection necessary to access and use the Services. LICENSEE is responsible for all costs and fees (including, but not limited to telephone service, or other telecommunications service, computers and modems) associated with such providing user workstations and Internet services. DSI recommends a broadband Internet connection typically this is a minimum connection method/speed of a DSL Internet line. DSI does not recommend using a dial-up modem as an Internet connectivity method in the use of ClientTrack.

As part of the registration process for service, each LICENSEE's user will be given a password. LICENSEE will be responsible for maintaining the confidentiality of any password used to access the service. LICENSEE will be fully responsible for any and all activities that occur under LICENSEE'S account and passwords.

Data Ownership; Confidentiality; Loss

All data created or transmitted by LICENSEE and stored on DSI servers as part of the Services shall at all times be owned by LICENSEE.
All data pertaining to LICENSEE disclosed to DSI in connection with the performance of this Agreement and residing on DSI's application server will be held as confidential by DSI and will not, without the prior written consent of LICENSEE, be disclosed or be used for any purposes other than the performance of this Agreement. DSI will safeguard the confidentiality of such data using the same standard of care that DSI uses for its own confidential materials. This obligation does not apply to data that: (i) is or becomes, through no act or failure to act on the part of DSI, generally known or available; (ii) is known by DSI at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to DSI by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by DSI as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by LICENSEE. Further notwithstanding the forgoing, disclosure of data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

LICENSEE acknowledges that the ClientTrack and other data on DSI's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to DSI. LICENSEE will safeguard the right to access ClientTrack and other applications installed on DSI's application server using the same standard of care that LICENSEE uses for its own confidential materials.

DSI will perform a regular backup of ClientTrack data on its application servers, using the same standard of care that DSI uses for its own data, but DSI shall in no event be liable to Customer or any third party for loss, destruction or corruption of LICENSEE Data. LICENSEE agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss it may suffer in connection with loss of LICENSEE Data and that the fees payable under this Agreement have been calculated on the basis that DSI shall exclude liability as provided in this Section.

DSI specifically recommends that LICENSEE make use of the ClientTrack Application's "Export Whole Database" feature to ensure that the LICENSEE maintains a viable copy of LICENSEE's data to meet LICENSEE's Disaster Recovery / Business Continuity requirements.

Service Levels

Except as otherwise provided herein, DSI will use commercially reasonable efforts to make the Services available in accordance with prevailing Software as a Service / Application Service Provider industry standards, taking into account the LICENSEE's workstations and the speed of their Internet connection to access and use the Services.

DSI will use commercially reasonable efforts under the circumstances to remedy any interruptions, omissions, mistakes, accidents or errors in the Services (hereinafter "Defects") and substantially restore the Services to conform to specifications included in the current Licensee/DSI contract documents and current ClientTrack documentation. If the Services fail to substantially conform to specifications

included in the current Licensee contract documents and current ClientTrack documentation over a continuous period of thirty (30) days after written notice to DSI of such nonconformity, LICENSEE may terminate Services, provided that the Defect is not caused or contributed to, directly or indirectly, by any act or omission of LICENSEE or its customers, affiliates, agents, representatives, or invitees, other than normal use of the Services.

Technical Support.

LICENSEE acknowledges that, except as expressly provided in this Section, all support for the ClientTrack Software shall be provided as defined by DSI pursuant to current Licensee/DSI contract documents and prevailing DSI business practice. DSI shall provide support to LICENSEE only with respect to access and availability of the ClientTrack Software maintained by DSI pursuant to this Agreement ("DSI Support"). DSI Support shall be available via telephone and email during the hours of 8:00 a.m. to 5:00 p.m., Mountain Time, Monday through Friday, excluding federal holidays. Support after the provided hours, may be provided by DSI at a rate twice DSI's prevailing professional services time and material rates, billed for each hour or fraction thereof.

LICENSEE acknowledges that issues outside the normal scope of DSI's standard technical support may be billable to the LICENSEE as professional services at DSI's prevailing professional services time and material rates; however, DSI will not perform nor bill for such services without prior approval in writing by the LICENSEE.

Term and Termination

This Agreement commences on the first substantial use of the ClientTrack system by the LICENSEE shall continue until the LICENSEE formally terminates this agreement under the terms herein or as provided in the current Licensee/DSI contract.

Disclaimer of Warranties, Limitation of Damages

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3 ABOVE DSI MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICES IT IS PROVIDING. DSI exercises no control over and accepts no responsibility for the content of the information passing through the Services. DSI specifically denies any responsibility for the accuracy or quality of information obtained through the Services. Use of any information obtained via the Services is at Customer's own risk. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL EITHER PARTY OR ANY OF DSI'S SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST REVENUE, OR LOST DATA), NOR SHALL DSI'S SUPPLIERS OR LICENSORS BE LIABLE FOR DIRECT DAMAGES TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Customer agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss it may suffer in connection with the Services and that the fees payable under this Agreement have been calculated on the basis that DSI shall exclude liability as provided in this Section.

Force Majeure

DSI shall not be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, weather conditions, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, malicious or criminal acts of third parties, or other occurrences which are beyond DSI's reasonable control

Limitation of Liability

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, DSI SHALL IN NO EVENT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY OR OTHER LEGAL, CONTRACTUAL OR EQUITABLE THEORY FOR: (i) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER OR NOT ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (iii) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

General

This UAL/AUAL and the Parties here to agree and consent that this Agreement shall be governed by the internal laws of the State of Utah, without giving effect to principles of conflict of laws and the exclusive jurisdiction and venue of the state courts sitting in Salt Lake County, Utah or the federal courts in the District of Utah to resolve any disputes arising under this Agreement. In each case this UAL/AUAL and Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. The failure or delay of DSI to exercise any of its rights under this Agreement or upon any breach of this Agreement shall not be deemed a waiver of those rights or of the breach. No DSI dealer, agent or employee is authorized to make any amendment to this Agreement unless such amendment is in writing and signed by a duly authorized representative of DSI.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

DSI, ClientTrack.Net™ and other trademarks contained in the Software are trademarks or registered trademarks of Data Systems International in the United States and/or other countries. Affiliate User may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This Agreement does not authorize you to use DSI or its licensors' names or any of their respective trademarks.

IN WITNESS WHEREOF, the Affiliate User has executed this agreement on the day and year first below written below:

Executed this _6_ day of _June_, 20 _08_.

Signed: _[signature]_

Print Name: Mark Whitesell

Title: Procurement Contract Specialist