

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

828



FROM: Department of Public Social Services

SUBMITTAL DATE:
June 5, 2014

SUBJECT: Amendment Number #5 to Agreement HO-02007 with ClientTrack, Inc. for Homeless Management Information System licenses; three years; All Districts; [\$185,454 total]; [\$60,000 annually]; 100% Federally funded

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chair of the Board to sign the attached Amendment # 5 to agreement HO-02007 with ClientTrack, Inc. for the period of July 1, 2014 through June 30, 2015 for an amount not to exceed \$60,000 with two additional one-year renewal options.
2. Authorize the Purchasing Agent to sign amendments to increase the number of software licenses, not to exceed 10% of the annual maximum reimbursable amount.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the 3% annually.

BACKGROUND:

Susan von Zabern

Susan von Zabern, Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 60,000	\$ 61,800	\$ 185,454	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Federal Funding: 100%

Budget Adjustment: No

For Fiscal Year: 14/15 -16/17

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer L. Sargent
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

☐ A-30
☐ Positions Added
☐ 4/5 Vote
☐ Change Order

Prev. Agn. Ref.: #3.38 (March 13, 2008), #3.27 (March 29, 2011)

District: All

Agenda Number:

3-34

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

FORM 11: Amendment Number #5 to Agreement HO-02007 with ClientTrack, Inc. for Homeless Management Information System licenses; three years; All Districts; [\$185,454 total]; [\$60,000 annually]; 100% Federally funded

DATE: June 5, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary

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.

Impact on Residents and Businesses

This program assists DPSS in developing and targeting programs for homeless individuals or families in Riverside County.

SUPPLEMENTAL:

Additional Fiscal Information

This is a summary of the annual 3% increase included in the contract:

FY 14/15	\$60,000
FY 15/16	\$61,800
FY 16/17	\$63,654
TOTAL	\$185,454

Contract History and Price Reasonableness

On May 13, 2008, Agenda Item 3.38, the Board authorized DPSS to contract with Data Systems International, 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. This dollar amount included the price of licensing and implementation. Data Systems International has since been rebranded as ClientTrack, Inc. On March 29, 2011, Agenda Item 3.27, the Board authorized DPSS to extend this contract for the period of July 1, 2011 through June 30, 2012 for the amount of \$66,140, with two (2) additional one-year renewal options.

Since July 1, 2008 ClientTrack, Inc. has held the pricing for licenses to DPSS at the price included in their DPARC-080 response - \$40.00 per license per month. This price is now 23% below ClientTrack's current rates of \$52.00 per license per month. DPSS is requesting to add one additional year, with two one-year renewal options, and to switch the licensing from named user licenses to concurrent licensing at \$100 per license per month. Concurrent licensing allows a set number of users to access a system at any given time, versus each user having an individual license. Currently DPSS has 114 licenses at an annual cost of \$71,136 (\$52 x 114 licenses x 12 months). 50 current licenses providing sufficient access will cost \$60,000 annually (\$100 x 50 licenses x 12 months), for a savings of \$11,136.

DPSS projects there are cost savings to be achieved by continuing with its existing contractor. Transitioning to a new vendor would require implementation and training. Based on the previous bids released for HMIS solutions, these costs could run from \$16,000 to \$113,000. Additionally, it would be necessary to run parallel systems for an accurate implementation and data conversion. The last conversion for HMIS required nine months to complete. Repeating this process would cost \$45,000 in licensing fees. The total cost of transitioning to a new vendor could range from \$61,000 to \$158,000.

Total savings achieved by extending this agreement with the new licensing model could therefore be between \$72,136 and \$169,136.



ClientTrack™ Software License & Software as a Service (SaaS) Amendment #5 Subscription Agreement for Concurrent Users

Organization Name: Riverside County Department of Public Social Services

THIS Amendment represents the fifth amendment to the AGREEMENT, by and between ClientTrack, Inc. ("the Company"), a Utah corporation, having a principal place of business at 545 East 4500 South, Suite E260, Salt Lake City, Utah 84107 and Riverside County Department of Public Social Services ("LICENSEE"), with a principal place of business at 10281 Kidd St., Riverside, CA 92503; and sets forth the terms and conditions of a ClientTrack™ Software as a Service (SaaS) subscription. This Agreement shall be effective as of 7/1/2014 (the "Effective Date") and replaces and supersedes all previous agreements between the Company and the LICENSEE.

Definitions

Licensee: One who is duly authorized to access ClientTrack™ ("the System")

Software License: A software license authorizes Licensee to access and run ClientTrack baseline application software. This license additionally authorizes connection between a ClientTrack application instance and up to two (2) databases.

Active User: 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 ClientTrack.

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

Concurrent Users: A term used to define the maximum number of Active Users allowed to login simultaneously at any given time. The concurrent user population can be made up of any number of active users

User Access License: A kind of software license that allows end-users and their workstations to connect to specific ClientTrack server software instance.

Effective Date: The date from which all the contractual rights and obligations begin and from which date renewal dates are calculated.

Term of Agreement

The term of this Agreement shall begin on the Effective Date and continue for twelve (12) consecutive months. Thereafter, this Agreement shall be renewable for two successive one year periods on the anniversary date of the Effective Date ("Anniversary Date"). A written amendment to this agreement shall be executed for each renewal.

Grant of SaaS Subscription and Limited Use Software License

LICENSEE must acquire a number of UAL's equivalent to the number of contracted concurrent users defined by this agreement. Each User Access License (UAL) acquired by Licensee may be used only in conjunction with the Licensee's properly licensed ClientTrack software.

The Company hereby grants and LICENSEE hereby accepts, a limited, non-exclusive Software License for the ClientTrack baseline application software and a non-exclusive license for Licensee's Active Users to use the ClientTrack software provided LICENSEE complies with all terms and conditions of this Agreement and the Software as a Service (SaaS) Subscription Terms & Conditions a part of this Agreement as Exhibit A.

The Company reserves the right to modify the Software as a Service (SaaS) Subscription Terms & Conditions terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon written notice as provided in this Agreement; any continued use of the Service after any such changes shall constitute your consent to such changes.

This license shall immediately terminate and be null and void upon termination or upon Licensee's violation of this Agreement.

Price and Payment Terms

Licensee agrees to make payment within forty five (45) to the Company upon receipt of a properly completed invoice. Licensee shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), and similar charges, however designated or levied. Tax Exemption certificates, if applicable, must be presented prior to invoice if they are to be honored. The Company shall only bill the Licensee for deliverables and services specifically stated in this agreement or otherwise approved in writing in advance by the Licensee.

All products purchased are available via electronic download only. No tangible media or documentation will be available or shipped. Access to the products purchased and referenced is in no way dependent upon any tangible media that may have been received prior to or separately from this purchase

The Licensee shall pay to the Company ClientTrack license fees, SaaS setup, user subscription license fees and Professional Services fees as specified in ClientTrack SaaS Pricing Table, part of this Agreement as Exhibit B.



Monthly SaaS Subscription Fees are due and payable in advance on a quarterly basis;

The Company reserves the right to increase the SaaS License Subscription fees by 3% annually as outlined in Exhibit B.

Any price increases must be stated in a written amendment to this Agreement

Number of Concurrent User Access Licenses:

SaaS user subscription fees for the initial twelve (12) months of the initial term of this Agreement are included in the ClientTrack Baseline Software License. During subsequent months of this Agreement the number of Concurrent Users Access Licenses billed under this contract shall be for no less than Fifty (50) concurrent users. Additional Concurrent Users may be added by the Company when requested by an authorized representative of the Licensee in writing.

No Rental/No Commercial Hosting

You may not rent, lease, lend, or provide commercial hosting services with the Software.

Software Ownership

The Software is owned by ClientTrack, Inc. The Software is licensed to LICENSEE not sold. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by ClientTrack, Inc.

Software Limited Warranty

The Company warrants to LICENSEE, that the software will operate substantially in accordance with its accompanying documentation for the term of this Agreement. This warranty is void if failure of the software has resulted from accident, abuse, or misapplication.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE IS PROVIDED "AS IS"; CLIENTTRACK, INC. DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS: YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

Limitation of Liability

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, THE COMPANY 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.

Hold Harmless/Indemnification

The Company 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 whatsoever, based or asserted upon any services of the Company, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of the Company, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. The Company 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, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by the Company, the Company 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 LICENSEE; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Company's indemnification to Indemnitees as set forth herein.

The Company's obligation hereunder shall be satisfied when the Company has provided to LICENSEE the appropriate form of dismissal relieving LICENSEE from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe the obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

Insurance

a. Without limiting or diminishing the The Company's obligation to indemnify or hold the LICENSEE harmless, the Company shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract.

(1) Worker's Compensation:

If the Company has employees as defined by the State of California, the The Company shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$100,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(2) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of the Company's performance of its obligations hereunder. Policy shall name 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. 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 Contract or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then the Company 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 Contract or be no less than two (2) times the occurrence limit. Policy shall name 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 Insured(s).

b. 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 Company's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Contract. Upon notification of self insured retention unacceptable to the LICENSEE, and at the election of the County's Risk Manager, The Company's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the LICENSEE, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) The Company shall cause The Company'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 Contract 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. The Company shall not commence operations until the LICENSEE 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 it's 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 that the Company's insurance shall be construed as primary insurance, and the LICENSEE'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 Contract 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 Contract, including any extensions thereof, exceeds five (5) years the LICENSEE reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverages currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Company has become inadequate.

(6) The Company shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.

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

(8) The Company agrees to notify LICENSEE 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 Contract.

Non-Payment and Suspension

In addition to any other rights granted to the Company herein, the Company reserves the right to suspend or terminate this Agreement and Licensee's access to the Service if Licensee has not made payment with ninety (90) days of when payment invoice was due (falls into arrears). You will continue to be charged for Active Users during any period of suspension. If Licensee or the Company initiates termination of this Agreement, Licensee will be obligated to pay the balance due on Licensee's account.

The Company reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service..

Termination

Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current term, by notifying the other party in writing at least thirty (30) business days prior to the date of the invoice for the following term.

In the event this Agreement is terminated (other than by reason of your breach), the Company will make available to Licensee a file of the Licensee Data within 30 days of termination if Licensee so requests at the time of termination. Licensee agrees and acknowledges that the Company has no obligation to retain the Licensee Data, and may delete such Licensee Data, more than 30 days after termination.

Any breach of your payment obligations or unauthorized use of the Service will be deemed a material breach of this Agreement. The Company in its sole discretion may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement.

In any dispute arising out of the Company's duties and obligations under this Agreement, the Company and Licensee shall take all reasonable steps to resolve such disputes prior to the initiation of formal action. Such steps shall include, but are not limited to, written notification by either party to the other of any perceived failure to perform under this Agreement and a reasonable time period of not less than thirty (30) days, for cure. In the event a mutually acceptable resolution cannot be reached, either party may terminate this Agreement by providing thirty (30) days written notice to the other at the party's last known address.

In the event that any dispute shall require arbitration or other legal proceedings between the parties regarding this Agreement each party agrees to bear its own cost.

Records, Inspections, and Audit

The Company shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Contract. The Company 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.

Any authorized representative of the County of Riverside, the 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 Contract, 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 Contract and the premises in which it is being performed.

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.

Should the Company disagree with any audit conducted by the LICENSEE, the Company 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 Contract. The Company shall not be reimbursed by the LICENSEE for such an audit.

General

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. In each case this software license and Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

This Agreement and the Exhibits attached hereto contain the complete agreement between the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous agreements or understandings, whether oral or written. The failure or delay of the Company 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 ClientTrack 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 the Company.

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.

ClientTrack™ and other trademarks contained in the Software are trademarks or registered trademarks of ClientTrack, Inc. 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 the Company or its licensors' names or any of their respective trademarks.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement on the day and year written below:

Executed this _____ day of _____, 20 ____.

ClientTrack, Inc.
Signature:

Print Name:

Title:

N
Terry Johnson
Terry Johnson
CFD

Licensee Signature:

Print Name:

Title:

Jeff Stone

Chairman

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS 6/10/14
DATE

Exhibit A**Software as a Service (SaaS) Subscription Terms & Conditions**

This Software as a Service Agreement ("Agreement") is made as of the Effective Date of the service, by and between ClientTrack, Inc., a Utah Corporation, ("the Company"), and the ordering party ("LICENSEE").

Services

The Company 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 Licensee's subscription to the ClientTrack™ software application ("ClientTrack") delivered as Software as a Service over the Internet.

The Company alone (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to ClientTrack™ and associated products, technology, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Licensee or any other party relating to the Service. This Agreement is not a sale and does not convey to Licensee any rights of ownership in or related to the Service, the ClientTrack™ or the Intellectual Property Rights owned by the Company.

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 the Company. Such use and access will be continuous on a 24 hour basis except for interruptions by reason of maintenance or downtime beyond the Company's reasonable control.

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

The Company will provide up to 10 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 the Company'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 the Company's professional staff with Licensee being charged for associated time and material.

The Company will maintain ClientTrack during the term of this Agreement. In the event ClientTrack has been modified or customized, and the Company personnel performed those modifications, the Company 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 the Company's prevailing Professional Services rates.

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

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

LICENSEE Responsibilities

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

LICENSEE will use the ClientTrack application 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. The Company expressly reserves all rights not expressly granted to LICENSEE herein.

LICENSEE shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

LICENSEE shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

LICENSEE can add users at will; the Company 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.

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. The Company recommends a broadband Internet connection typically this is a minimum connection method/speed of a DSL Internet line. The Company does not recommend using a dial-up modem as an Internet connectivity method in the use of ClientTrack.

SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

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 the Company servers as part of the Services shall at all times be owned by LICENSEE.

All data pertaining to LICENSEE disclosed to the Company in connection with the performance of this Agreement and residing on the Company's application server will be held as confidential by the Company 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. The Company will safeguard the confidentiality of such data using the same standard of care that the Company 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 the Company, generally known or available; (ii) is known by the Company at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to the Company by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the Company 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 the Company's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to the Company. LICENSEE will safeguard the right to access ClientTrack and other applications installed on the Company's application server using the same standard of care that LICENSEE uses for its own confidential materials.

The Company will perform a regular backup of ClientTrack data on its application servers, using the same standard of care that the Company uses for its own data, but the Company shall in no event be liable to Licensee 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 the Company shall exclude liability as provided in this Section.

The Company 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, the Company 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.

The Company 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/ClientTrack 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 the Company 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 Licensees, 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 the Company pursuant to current Licensee/ClientTrack contract documents and prevailing ClientTrack business practice. The Company shall provide support to LICENSEE only with respect to access and availability of the ClientTrack Software maintained by the Company pursuant to this Agreement ("ClientTrack Support"). ClientTrack Support



shall be available via telephone and email during the hours of 7:00 a.m. to 6:00 p.m., Mountain Time, Monday through Friday, excluding federal holidays. Support after the provided hours may be provided, on an emergency basis, by Company personnel made available during these hours.

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

Term and Termination

This Agreement commences on the effective date and shall continue until the LICENSEE formally terminates this agreement under the terms herein or as provided in the current Licensee/the Company contract.

Disclaimer of Warranties, Limitation of Damages

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR AS PROVIDED IN THE CURRENT LICENSEE/CLIENTTRACK CONTRACT, THE COMPANY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICES IT IS PROVIDING.

The Company exercises no control over and accepts no responsibility for the content of the information passing through the Services. The Company 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 Licensee's own risk.

EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL EITHER PARTY OR ANY OF THE COMPANY'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

THE COMPANY'S SUPPLIERS OR LICENSORS BE LIABLE FOR DIRECT DAMAGES TO THE EXTENT PERMITTED BY APPLICABLE LAW.

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 the Services and that the fees payable under this Agreement have been calculated on the basis that the Company shall exclude liability as provided in this Section.

Force Majeure

The Company 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 the Company's reasonable control.

Pricing Exhibit B

Riverside County Department of Public Social Services Pricing Summary					
Software Licenses / Fees	Qty	Rate	Year 1	Year 2	Year 3
Concurrent User Access Licenses (monthly)	50	\$100.00	\$60,000.00	\$61,800.00	\$63,654.00
ClientTrack Implementation					
Database Creation/Edit	0				
Kickoff & Setup					
Day in the Life †					
Requirement, Analysis & Design					
Intake & Shelter Check-In					
Program Activities					
Facilities Management					
Reporting					
Migration					
Implementation Total					
Professional Services					
End User Training†	0				
Onsite Travel Expenses†					
System Admin Services (8 hrs monthly)	0				
Annual Total			\$60,000.00	\$61,800.00	\$63,654.00