



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**D-10**

For the meeting of: April 19, 2016

Date: March 22, 2016

To: Board of Supervisors

From: Connie Beck *CB*  
Director, Department of Health and Human Services- Social Services

Subject: Change order addendum to Agreement with ClientTrack, Inc. for Software License and Software as a Subscription Service

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached change order addendum to the software agreement with ClientTrack, Inc. for the creation of three system generated reports.
2. Authorize the Chairperson to execute three (3) originals of the change order addendum; and
3. Direct the Clerk of the Board to route two (2) fully executed originals of the change order addendum to the DHHS-Contract Unit for forwarding to DHHS- Social Services Administration.

SOURCE OF FUNDING:

Social Services Fund 1160

Prepared by \_\_\_\_\_ CAO Approval *[Signature]*

REVIEW: Auditor *[Signature]* County Counsel *[Signature]* Personnel \_\_\_\_\_ Risk Manager *[Signature]* Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**  
 Upon motion of Supervisor *Fennell* seconded by Supervisor *Bass*  
 Ayes *Sundberg, Lovelace, Fennell, Bohn, Bass*  
 Nays \_\_\_\_\_  
 Abstain \_\_\_\_\_  
 Absent \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. D-9  
Meeting of: November 17, 2015

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *April 19, 2016*  
By: *[Signature]*  
Kathy Hayes, Clerk of the Board

DISCUSSION:

An agreement was entered into by the California Work Opportunity and Responsibility to Kids (CalWORKs) program and ClientTrack, Inc. for the development of a case management system to manage work training sites and the clients placed at those sites. The agreement was authorized by the Humboldt County Board of Supervisors on November 17, 2015.

CalWORKs staff has been working with ClientTrack, Inc. on identifying the needs of the program and staff for monitoring, tracking and reporting on both placed clients as well as on employer/training sites. During the design and analysis phase it was identified that additional components are needed to create necessary reports.

Therefore, the CalWORKs program is requesting approval to move forward with system improvements. These improvements will be incorporated into the overall timeline of the current County of Humboldt project. It is estimated that these improvements will take a minimum of three weeks, and that the work defined in the change order addendum will not begin until the agreement is signed and costs paid for.

FINANCIAL IMPACT:

The total cost for services under this change order addendum is \$6,525.00. This cost is a one-time charge for the creation of the identified change order addendum reports: a) job training document is \$3,375.00 and b) payroll begin transmittal is \$3,150.00 for a total combined cost of \$6,525.00. There is sufficient appropriation in fund 1160, budget unit 505 (CalWORKs) to cover the change order addendum in fiscal year 2015-16. There is no impact to the County general fund.

Approving the change order addendum for the Agreement with ClientTrack, Inc. supports the Board's Strategic Framework by providing for and maintaining infrastructure and support business and workforce development.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose to not approve the change order addendum to the Agreement with ClientTrack, Inc. However, DHHS-Social Services does not recommend this option because this will limit the effectiveness of staff when completing activities in the ClientTrack, Inc. software system and when communicating with employer/training sites.

ATTACHMENTS:

- Attachment 1: Change order addendum (3 originals)
- Attachment 2: Agreement with ClientTrack, Inc.



**CHANGE ORDER ADDENDUM NO. 1  
TO  
ClientTrack™ Software as a Service (SaaS) Subscription Agreement**

This Change Order dated 2/25/2016, is an Addendum to the ClientTrack™ Software as a Service (SaaS) Subscription Agreement (the "Agreement") with the original Effective Date of 12/1/2015, includes all prior addenda and exhibits between ClientTrack, Inc. ("ClientTrack") and County of Humboldt, a political subdivision of the State of California ("Licensee"). The following terms modify and are hereby incorporated as part of the Agreement.

**ClientTrack & Licensee agree that the following Contract Deliverables shall be amended as follows:**

1. Contract Deliverable shall be ADDED to the Agreement's list of deliverables to be provided with this Agreement in accordance to the scope defined below.

**Deliverable Definition of Scope: As defined in Exhibit A**

**Price**


ClientTrack hereby agrees to provide the above described services to at a fixed-price of Six Thousand Five Hundred Twenty-Five (\$6,525.00) US dollars, payable by Client upon execution of this agreement.

All terms, conditions, pricing and other provisions (including Exhibits) of the Agreement not modified by this Addendum remain in full force and effect.

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

Executed this 19 day of April, 2016.

ClientTrack  
Signature:   
Print Name: Terry Johnson  
Title: CEO

Licensee  
Signature:   
Print Name: Mark Lovelace  
Title: Chair





## County of Humboldt

### Exhibit A

#### Objective

Part #1: Humboldt County has identified the need for a Report to be created that will be mailed to Employers that are currently employing a client in the Humboldt County system.

Part #2: Humboldt County has also identified the need for a Report to be created that will be mailed to Employers that are currently employing a client in the Humboldt County system.

#### ClientTrack™ Deliverables

##### Description

##### Part #1

**Sample Document:** The document named "Job Training Documents" (sent by Humboldt County to ClientTrack on 2.5.16); attached hereto as Attachment 1 and incorporated by reference herein; the format of this document will guide ClientTrack as they build the format of the report.

##### Requirements:

##### **Launch Form Requirements:**

- Select Employer
- Select Client
- Case Manager will conduct the first on-site visit by (only if one client is selected)
- ETW Case Manager Name (data entry field)
- ETW Case Manager Phone Number (data entry field)

##### **Letter Report Requirements:**

- Count of Humboldt logo will be placed in the upper left hand corner
- Humboldt County address will display in the upper right hand corner
- Contact information for the Employer will display
- Client Name
- Address the letter to the Contact person for the Job Placement
- The body of the letter (as shown on the "Job Training Documents")
  - Unpaid Work Experience (checkbox) (Done on the Job Placement record)
  - Community Service position (checkbox)
  - Subsidized Employment position (checkbox)





• At the end of the body of the letter the User name and Phone number associated with the user will be added based upon the User logged in. The same will be entered at the end of the letter.

**Site Information Report Requirements:**

- The following information from the Work History form will be inserted:
  - Client Name
  - Job Title
  - Worksite Supervisor
  - Worksite Supervisor Phone Number
  - Case Manager/ETW Name
  - Job Start Date
  - Job End Date
  - Work Schedule (Functionality will be ADDED to Job Placement form)
  - Lunch Break (Functionality will be ADDED to Job Placement form)
  - Total Hours per week (Calculated from Work Schedule)
  - Case Manager will conduct the first on-site visit by
  - Directions for site supervisors (text will be copied from "Job Training Documents")

**Part #2 –**

**Sample Document:** The document named "Payroll Begin Transmittal V-26-42" (sent by Humboldt County to ClientTrack on 2.5.16); attached hereto as Attachment 1 and incorporated by reference herein; the format of this document will guide ClientTrack as they build the format of the report.


**Requirements:**


**Launch Form Requirements:**

- Select Employer
- Select Client
- Select Vocational Counselor

**Transmittal of Subsidized Employment – Payroll Begin Report Requirements:**

- The following information from the Work History form will be inserted:
  - Referral Date (Today's Date)
  - Client Name
  - Gender
  - SSN
  - Employment Start Date

  
Client Initial

  
CT Initial



- Job Title
- Employment Site w/ contact information
- ETW Name w/ Phone Number
- Vocational Counselor w/ Phone Number

### Out of Scope for ClientTrack™

Any information not explicitly stated on the two (2) sample document provided by Humboldt County will be considered Out of Scope.

### Proposed Schedule of Events

A minimum of three (3) weeks will be added to the overall timeline of the County of Humboldt's project. The work defined above will begin when the County of Humboldt signs and returns the agreement. The County of Humboldt understands that any delay in signing this contract will delay the overall timeline of the project and may extend the schedule.

### Price Breakdown

Job Training Document	\$3,375.00
Payroll Begin Transmittal	\$3,150.00
<b>Total:</b>	<b>\$6,525.00</b>

  
\_\_\_\_\_  
Client Initial    CT Initial



Social Services, 929 Koster Street, Eureka, CA 95501

«Contact»  
 «WEX\_Site»  
 «Mailing\_Address»  
 «MailingCity», «MailingState» «MailingZipCode»

Re: Client Name

Dear «Contact»,  
 You have agreed to work with us, providing our client Client Name a(n)

- Unpaid Work Experience position
- Community Service position
- Subsidized Employment position

Enclosed is a copy of the Job Training Service Information Sheet for your records. This sheet indicates the agreed upon work schedule and duration of the assignment. If you have any questions or concerns regarding Client Name's performance, please contact WtW Case Manager ETW Name at ETW Phone. In addition, ETW Name will arrange to meet with you and Client Name during the first two weeks of the placement.

**If Client Name sustains an injury, please contact ETW Name or me immediately.** Also contact **CalWORKs Welfare-to-Work at (707) 268-3400** to report the incident. If you have any questions please call me, Your Name at Your Phone.

It is a pleasure to work with you, and we appreciate that you provide our participants with a chance to succeed!

Sincerely,

Your Name  
 Welfare-to-Work Vocational Counselor  
 Your Phone.

Attachment:  
 I-26-05 Site Information Sheet



Social Services, 929 Koster Street, Eureka, CA 95501



**SITE INFORMATION SHEET**

Participant: \_\_\_\_\_ Client Name \_\_\_\_\_  Unpaid WEX  Community Service  
 Job Title: \_\_\_\_\_ «Job Title» \_\_\_\_\_  Subsidized Employment  
 Worksite Supervisor: \_\_\_\_\_ «Contact» \_\_\_\_\_ Phone: \_\_\_\_\_ «Phone»  
 Case Manager: \_\_\_\_\_ ETW Name \_\_\_\_\_ Phone: \_\_\_\_\_ ETW Phone  
 Start Date: \_\_\_\_\_ «Start Date» \_\_\_\_\_ End Date: \_\_\_\_\_ «Estimated End Date»

Work Schedule:

Sun	Mon	Tues	Wed	Thur	Fri	Sat

Lunch Break:  1/2 hr lunch  1 hr lunch  Not Applicable

Total Hours per week: \_\_\_\_\_

Case Manager will conduct the first on-site visit by \_\_\_\_\_  
 (Date)

Directions for site supervisors:

1. Please verify and sign off on a time and attendance sheet on a weekly basis. The participant should have been given a stack of the sheets; and it is his/her responsibility to give them to you.
2. The Case Manager will arrange to meet with you and the worker during the first two weeks of placement. An on-site evaluation will be completed at mid-point of the assignment. The Case Manager or Vocational Counselor will contact you to arrange this evaluation. The Participant Training Evaluation, V-26-35, can be found in the worksite packet.
3. If problems arise with attendance or work performance call the Case Manager whose name and phone number is shown above. Other problems or questions can be presented to the Vocational Counselor who set up the placement.

**CalWORKs Welfare-to-Work Department**  
**TRANSMITTAL OF SUBSIDIZED EMPLOYMENT – Payroll Begin**

**Referral Date:** Click here to enter text.

**Client Name:** Click here to enter text.      **Date of Birth:** Click here to enter text.

**Case #:** Click here to enter text.       Male       Female

**Social Security Number:** Click here to enter text.

**Employment Start Date:** Click here to enter text.

**Estimated Total Hours of Participation:** Click here to enter text.

**Job Title:** Click here to enter text.

**Hours Scheduled per Week:** Click here to enter text.

**Employment Site:** Click here to enter text.

**Case Manager:** Click here to enter text.

**Phone:** Click here to enter text.

**Vocational Counselor:** Click here to enter text.

**Phone:** Click here to enter text.

Please attach the following documents to this Transmittal:

- L-26-43 Job Training Service Placement Letter
- I-26-05 Job Training Service Site Information
- Current California License or Identification Card
- Copy of Social Security Card
- I-9
- W-4
- Liaison, Supervisor, and Courier Authorization Form (L-26-07), first client at each work site
- Meal Period Work Activity Form (L-26-03, if appropriate)
- Worksite Request Form (A-26-24)
- Sexual Harassment Brochure (I-13-13)





## ClientTrack™ Software License & Software as a Service (SaaS) Subscription Agreement [Concurrent Users]

Organization Name: Humboldt County

THIS AGREEMENT, made this 10/27/2015 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 COUNTY OF HUMBOLDT, a political subdivision of the State of California, ("LICENSEE"), with a principal place of business at 929 Koster Street, Eureka, CA 95501, and sets forth the terms and conditions of a ClientTrack™ Software as a Service (SaaS) subscription. This Agreement shall be effective as of 12/1/2015 (the "Effective Date").

### Definitions

**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.

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

**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 thirty-six (36) consecutive months. Thereafter, this Agreement shall automatically renew for successive one year periods on the anniversary date of the Effective Date ("Anniversary Date") unless either party gives the other party not fewer than thirty (30) days' notice of its intent not to renew, or unless terminated by either party in accordance with this Agreement.

### 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 B.

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 prompt payment 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.

The Licensee shall pay the Company, the Software License fee and user subscription license fees and Professional Services fees as specified in ClientTrack SaaS Pricing Table, made part of this Agreement as Exhibit A.

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

Licensor reserves the right to increase the SaaS License Subscription fees by 4% annually as outlined in Exhibit A.

### 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 ten (10) 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.

### 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 forty-five (45) days of when payment invoice was due (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. 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. You agree and acknowledge that the Company has no obligation to retain Licensee Data or Configuration AND Licensee Data and Configuration may be irretrievably deleted if Licensee's account is 90 days or more delinquent.

### 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 the event the Company terminates LICENSEE access under this provision, the Company will provide a SQL backup of LICENSEE's data.

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.

### General

This Agreement 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 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.



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.

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

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.

**Additional Clauses and Conditions**

Additional clauses and conditions as set forth and identified as Exhibit C, attached hereto is hereby incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and Exhibit C, the terms in Exhibit C will control.

ClientTrack™ and other trademarks contained in the Software are trademarks or registered trademarks of ClientTrack, Inc. in the United

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

Executed this 23 day of November 2015.  
ClientTrack Signature: Terry Johnson  
Print Name: Terry Johnson  
Title: CFO

Licensee Signatures:  
KATHY HAYES  
Clerk of the Board of Supervisors of the County of Humboldt, State of California  
By: [Signature]

APPROVED AS TO LEGAL FORM:  
\_\_\_\_\_

County Counsel  
APPROVED AS TO INSURANCE:  
[Signature]

Risk Manager  
COUNTY OF HUMBOLDT:  
[Signature]  
Chair, of the Board of Supervisors

[Signature] [Signature]  
ClientTrack Initial Licensee Initial





## Humboldt County

# Exhibit A - Pricing Summary and Scope of Work

*Schedules based upon contract effective begin date of 12/1/2015.  
Scope and deliverables are related to proposal revision number 4*

### One Time Implementation Deliverables

	Qty	Rate	Year 1
Analysis and Design	1	\$4,680.00	\$4,680.00
Functional Deliverables	1	\$15,405.00	\$15,405.00
Integration Deliverables	1	\$2,730.00	\$2,730.00
Reporting Deliverables	1	\$0.00	\$0.00
Interface Deliverables	1	\$3,315.00	\$3,315.00
Training Deliverable	1	\$2,730.00	\$2,730.00
Deployment Deliverables	1	\$780.00	\$780.00
<b>Sub Total</b>			<b>\$29,640.00</b>

### Recurring Licenses and Services

	Qty	Rate	Year 1	Year 2	Year 3
<b>One-Time Licenses</b>					
<sup>2</sup> ClientTrack Baseline Software License (Beginning December, 2015 and ending November, 2016 )	1.0	\$17,940.00	\$17,940.00	\$0.00	\$0.00
<b>Recurring Licenses</b>					
<sup>1</sup> Hosted- Concurrent User License (Beginning December, 2016)	10.0	\$115.00	\$0.00	\$13,800.00	\$14,352.00
<b>Recurring Services</b>					
<sup>3</sup> Continual Education Services (CES) – Enrollment (Beginning December 2015 and ending November 2016 )	1.0	\$8,000.00	\$8,000.00	\$0.00	\$0.00
Continual Education Services (CES) - Tuition (Beginning December 2016)	1.0	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00
<b>Sub Total</b>			<b>\$25,940.00</b>	<b>\$15,800.00</b>	<b>\$16,352.00</b>
<b>Total</b>			<b>\$55,580.00</b>	<b>\$15,800.00</b>	<b>\$16,352.00</b>

1 - User License fees will be billed quarterly, in advance.

2 - The baseline software license is due, in full, upon execution.





3 - The full CES Enrollment Fee is due upon execution.

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Agreement Execution Payment: \$42,760.00 Due upon agreement authorization

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Client Track  
Initial

  
Licensee  
Initial



## Scope of Work for Humboldt County

### Solution Overview

Humboldt County, as part of CalWORKS, provides cash aid and services to eligible families with children. Currently, the County uses Microsoft Access databases and multiple spreadsheets to track work experience opportunities for individuals. This method of tracking clients and work sites makes it challenging to analyze the effectiveness of the services in creating better opportunities for low income families. The County has approached ClientTrack to create a configurable solution which allows staff members to track, manage, and follow-up with clients, employers, and services providers with the goal of assisting families in becoming self-sufficient through employment.

ClientTrack proposes to deliver a system and training that will meet the immediate needs of the County and provide the platform which can be expanded to meet the future needs of this vital program.

The solution outlined in this document has been designed to address the following key objectives:

- **Streamline intake processes** – Logical workflows will step users through gathering the necessary information to determine a potential client's eligibility for services and to connect them with the proper resources.
- **Centralize information** – Humboldt County serves clients and employers in geographically diverse locations. By providing a web-based platform, County staff will be able to access information for both clients and employers from any location and more quickly address the needs of the members of the community.
- **AB98 and AB74 exports** - To fulfill the state requirements for reporting, the software will include the ability to export the necessary data for upload to the State's reporting system.

This solution provides Humboldt County with a robust set of tools which will effectively meet the outlined objectives and address the changing needs of the organization. The inclusion of ClientTrack's Continual Education Services will provide technical staff with the tools and knowledge they need to configure the software to meet ongoing requirements and make ClientTrack a vital part of Humboldt County's CalWORKS program for years to come.

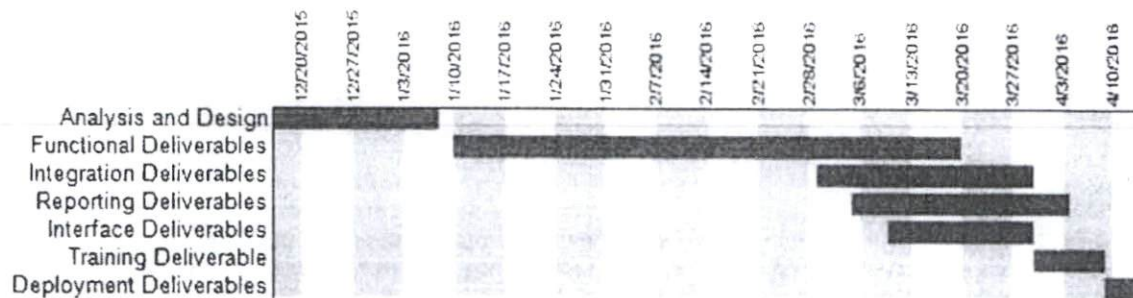
Additionally, the Solution Consultant provides ongoing support throughout the life of Humboldt County's relationship with ClientTrack. The Solution Consultant will participate throughout the implementation to support change management efforts with the Humboldt County and gain understanding of the solution developed to support Humboldt County as the primary point of contact upon completion of the implementation. Additional activities the Solution Consultant is regularly involved in include; consulting to expand the ClientTrack solution, addressing emerging requirements, as well as all facets of account management which include administrative and contract items. In the rare event that Humboldt County decides to end it's ongoing relationship with ClientTrack, the Solution Consultant will be heavily engaged with the county to ensure closure happens as planned and the county gets a full copy of their database.

### Estimated Project Schedule

The project schedule shown in the following chart is an estimated scheduled based on the assumption that the contract is executed in accordance with the contract effective begin date identified in Exhibit A, pricing summary and scope of work. If the contract is returned at a later date, the timeline will be adjusted based on availability.



### Estimated Implementation Project Schedule



## Project Assumptions

The following assumptions are being made regarding the implementation of this solution:

- Humboldt County will provide a Project Lead that will attend all project calls. It is highly recommended that the individual who will handle primary administrative rights for the solution (if not the Project Lead) also attend every project call.
- Phone and email messages will be responded to within a 48 hour window.
- The County of Humboldt and ClientTrack may deem it necessary to have on site services to complete the implementation process. The County and ClientTrack will agree upon and separately contract for any associated costs, including travel expenses. Travel expenses for the Project Analyst will be billed directly to Humboldt County and are not included in this scope of work.

As pertaining to the future evolution of the solution, this statement of work provides Humboldt County with Continual Education Services (CES). This web-based training will teach Humboldt County administrators how to use ClientTrack's powerful design tools to modify and create forms, modify and create process workflows, and adjust the solution to meet new opportunities or address new challenges.

## Implementation Deliverables

The following, firm, fixed-priced implementation deliverables are included in the proposed scope of work and related pricing.

### Analysis and Design

#### Project Kick-Off

During the initial phase of the project, a ClientTrack Project Analyst will be identified and assigned to your project and will be your primary point of contact throughout the implementation. The Project Analyst will schedule and conduct a project kick-off call with the objective of identifying and introducing the project teams, reviewing contract deliverables, determining a preliminary timeline, and establishing dates/times for ongoing project meetings and analysis efforts. As part of this deliverable, the Training environment will be created.

#### Detailed Analysis

Utilizing this statement of work as a guideline, the Project Analyst will teleconference with critical stakeholders, subject matter experts, and other persons deemed relevant for one day, to gain a detailed understanding of the





organization's processes and workflow.

The outcome of this analysis will be utilized to map the core requirements of the the county's CalWORKS! project in order to plan and design the required configuration of the identified solution. Results of the Detailed Analysis effort will be the development of the Solution Description document.

### Finalized Project Plan

The finalized project plan is represented by a combination of project planning documents. The Solution Description, along with any supporting documentation, the Scope of Work and the finalized Project Schedule comprise the project plan. The project plan will define resources, schedule, scope, and other information essential to the successful completion of your project. Your ClientTrack Project Analyst will provide you with a copy of the finalized project planning documents for your review.

## Functional Deliverables

### Data Collection

The following forms will be set-up to support the data collection needs of Humboldt County:

- Client Information – Client demographic information including contact information for the client
- Document checklist – will provide the opportunity to create a checklist which will identify the documents in need of verification (e.g. Work Readiness checklist). Humboldt County staff will be able to upload a scanned copy of the paper document (e.g. release forms, proof of income, proof of diagnosis, work-related documents such as driver's license, social security card, etc.) *The document checklist will be used for both clients and employers (work experience sites).*
- Notifications – will allow for the entry of information related to the client which should be brought to the attention of the case worker (e.g. upcoming document expiration) *Notifications will be included for both the client and the employer.*
- Assessments & Histories – the following assessments and histories will be configured as part of the solution. Assessments provide a "point-in-time" reference to the client's situation while histories provide an overall log of a client's experience in a certain area.
  - Universal Data Assessment - includes information about the client's housing status, insured status, and disability status.
  - Barriers – this functionality will provide a method for capturing information for different types of barriers (e.g. mental health, transportation, clothing, etc.), to identify whether or not a barrier is present, if the individual is receiving services, and if the condition is indefinite as well as any notes regarding the barrier identified.
  - Financial – identifies sources of cash and non-cash benefits received by the client which may be used for determining eligibility for certain services.
  - Placement history - displays employer placements for the client and allows the case manager to enter a new placement with employer look-up and the type of placement (community service, OJT, Paid WEX, and Unpaid WEX), classification (full-time, part-time, self-employed, or volunteer).
  - Time tracking history - shows job placements and a history of hours reported by the employer for each placement.



- **Program Enrollments** – will record a client's interaction with Humboldt County programs. This functionality includes the assignment of a case manager, if applicable, and the creation of follow-up tasks for the case manager.
- **Services** – will allow for the recording of services provided by staff including the ability to capture geo-location data at the point of service.
- **Referrals** – will allow staff members to identify the source of an incoming referral. The ability to document referrals to WEX sites made on behalf of an individual is also included in this solution. This referral functionality will allow staff members to document the outcome of each referral provided. This deliverable will also include access to, and management of, the provider databank of community organizations.
- **Case Notes with Services** – will be utilized to record interactions with the client, including the narrative note of the interaction and the specific measurable services provided as part of that encounter.
- **Goals Management** – will allow for the following:
  - recording of goals set with the client, including the action tasks necessary to achieve the goal assigned to either the client or case manager
  - goal outcome tracking to evaluate client progress and overall program effectiveness
- **Employers (WEX sites)** - the following functionality will be created for those employers who have been identified as work experience (WEX) sites:
  - Site information - includes site name, alternate site name, site type (private - for profit, private - non-profit, public - government, public - non-profit), site status (current, inactive, in development) and locations
  - Site interactions - will allow Humboldt County staff members to record interactions with staff at the WEX site including date, method of contact, point of contact, contact notes.
  - Job orders - Job Order Number, Job Title, Location, type of job order (WEX or OJT), open/close dates for the order
  - Placements history - will display a history of all placements made with the employer.
  - Document checklist - used to document specific forms and documents required for the employer with the ability to upload copies of relevant documents (e.g. Insurance Certificates)
  - Time tracking - will display a list of all active placements on a given date and allow the employer to record the number of hours for each client.
- **Event management** – will provide staff members with the baseline functionality for scheduling events (workshops, classes, etc.) which includes the ability to: assign an instructor, create group and individual notes, enroll clients in events, and track event attendance.
- **Indirect services** – will allow for the recording of services provided to groups of people where it may be necessary to capture age, gender, race, ethnicity, etc. for the attendees without gathering specific client data (e.g. outreach events).

### Process Workflows

Your ClientTrack solution will include the following workflows:





- Intake workflow – will provide a step-by-step process for capturing information necessary to create a client file for individuals who will be served by Humboldt County. The forms included in this workflow may consist of the following:
  - Client information: name, address, SSN, case number, address (with verification)
  - Document checklist
  - Enrollment
  - Assessments: may include only those assessments outlined in the Data Collection section of this document
  - Referrals
  - Placements
- Enrollment exit workflow – provides the ability to exit a client from a program, record services, perform follow-up assessments, and close case assignments upon exit.

#### Client Access Audit Forms

ClientTrack will configure a form called Client Access that will record all users who have accessed a client. This form will be available on the Client Tab and view able by those with appropriate access (administrators).

## Integration Deliverables

### Health and Human Services - DSS Exports

#### AB-98 Subsidized Employment Data Export

ClientTrack will create a menu option which, when selected, will generate a comma delimited file (.CSV) which contains the following data fields for AB-98 file upload:

- County
- Month/Year
- Client Identification Number
- Case Review Number
- Date the Participant Entered Subsidized Employment
- Date the Participant Left Subsidized Employment
- Residual Grant
- Earned Income from Subsidy
- Reported Earned Income
- Monthly Hours Worked
-





### AB-74 Expanded Subsidized Employment Data Export

ClientTrack will create a menu option which, when selected, will generate a comma delimited (.CSV) file which contains the following data fields for the AB-74 file upload:

- County
- Report Month
- Report Year
- Client Identification Number
- Month the Participant Entered Subsidized Employment
- Year the Participant Entered Subsidized Employment
- Grant in Month Prior to Participant Entering Subsidized Employment
- Residual Grant following Entry into Subsidized Employment
- Month the Participant Exited Subsidized Employment
- Year the Participant Exited Subsidized Employment
- Work Participation Rate

## Reporting Deliverables

### Reporting

It is assumed that the standard reports which are included in ClientTrack's baseline solution will meet a majority of the reporting needs for Humboldt County. In addition to the standard reports, Humboldt County staff will have access to the ad hoc query tool, Data Explorer for creating custom reports.

## Interface Deliverables

### Security Model

Your ClientTrack security model will help balance the needs of confidentiality and collaboration by determining sharing and access rules for data in your ClientTrack solution. During the Analysis & Design Phase, a ClientTrack solution expert will analyze your security requirements and design a security-model that will meet these requirements. Your security model will be incorporated into the development of your solution and verified via ClientTrack's quality assurance testing.

### Dashboards

Dashboards are an important aspect of a ClientTrack implementation. Dashboards show critical data that give users a summary view of the organization, program performance, client, and community partners. ClientTrack solution experts will design a total of four (4) standardized dashboards for the following areas:

- Organization/User – Standard setup with program enrollments, active cases, and tasks for the user
- Client – Standard setup with demographics, enrollments, barriers, work history (placements)



documents, and notifications for the client

- WEX sites – Standard Employers dashboard configuration
- Providers - Standard setup

### Data Explorer Domains

Data Explorer is ClientTrack's simple, powerful & effective reporting and data analysis tool. ClientTrack Data Explorer domains provide users with data that can be used in Data Explorer. The setup of these domains will make data available for queries. Any data in a domain can be utilized in the results or used for filtering. The following domains are included in this scope of work:

- Client – This domain includes basic information about clients (e.g. first name, last name, gender, SSN, birthdate, race, ethnicity, address, etc.).
- Enrollment – The enrollment domain includes information about the period of client participation in a program and/or grant.
- Client Assessment – This domain includes information from point-in-time assessments collected for a client and may include education level, work history, financial, and other snapshots. Assessments which are completed at the same time (i.e. entry, during program enrollment, exit) are presented together.
- Service – includes all direct services provided to the client. This domain is useful for viewing all services provided within a given date range and characteristics of those services.
- Referral – contains information about client referrals to another provider or from a provider (referrals in)
- Goals – includes information about goals set and achieved for individual clients.
- Barrier – contains information about barriers or presenting issues that are identified for individual clients.

Three (3) additional domains will be configured/created as part of this deliverable.

### Queries

ClientTrack will also configure two queries that leverage this data. One will report all clients that a specific user has accessed during a date range. The second will report all users who have accessed a particular client during a date range.

## Training Deliverable

### Train-the-Trainer Webinars

This deliverable includes up to four (4) hours of webinar based training. These sessions will be recorded and provided to Humboldt County for training of new staff members. A ClientTrack training specialist will work with the Humboldt County project manager to determine the content of each session.

## Deployment Deliverables

### Deployment Support





ClientTrack will assist Humboldt County administrators in deploying the system for day to day operation use.

During this phase, a ClientTrack database administrator will use the training environment to create the production database. All setup data (grants, programs, services, users, eligibility rules) and all functionality will be synced from the training environment to the production environment.

## Recurring Licenses and Services

The following descriptions include licenses and/or services that provide ongoing value with your solution.

### ClientTrack Baseline Software License

ClientTrack Baseline Software License grants access to the core functionality of the software solution. ClientTrack implementation services provide specific functionality to meet your unique solution requirements.

### Continual Education Services (CES) - Enrollment

Continual Education Services (CES) provides an organization with the ability to send an unlimited number of designated employees to an unlimited number of virtual ClientTrack Data Management and Reporting Tools training events and obtain full, ongoing access to the complete CES library of content that contains pre-recorded training videos, short tutorials, and practice exercises. These services ensure that an organization is able to leverage the ClientTrack tools to add continual value to their implementation and meet their own ongoing needs.

### Hosted- Concurrent User License

A Concurrent User License includes authorization for a single person to access the ClientTrack solution at a single point in time. License fees include secure and reliable hosting, software updates and maintenance, and professional support.

### Continual Education Services (CES) - Tuition

Continual Education Services (CES) includes ongoing access to new and updated training, ongoing access to virtual "Instructor hours", and can be utilized for existing or new employees, alike.

## Scope Exclusions

Out of scope refers to possible work that was not included in this statement of work. ClientTrack provides fix priced deliverables for services. Fix priced means the cost of this solution, defined by this statement of work, will not exceed the price provided to you. Additions to the statement of work, whether they are items enumerated here as out of scope or others, may impact the cost and schedule of the proposed solution. If you would like to expand the scope of this solution, please contact your ClientTrack solution engineer or project manager. After analyzing your needs they will provide you with a clear understanding of how additional scope may impact the cost and schedule of this project.

- ClientTrack is capable of integrating with most systems. This scope of work includes the creation of comma delimited files for the AB-98 and AB-74 data upload. No other integrations were requested as part of this implementation and none, other than those outlined in the Integration Deliverables section, have been included in this scope of work.
- ClientTrack often assists organizations in the migration of legacy data into their new ClientTrack solution. Migration of data was discussed during scope calls, however Humboldt County opted to enter the data into ClientTrack directly. As a result of this decision, no migration of data is included in this scope





of work.

- Client administrator will control reports (who has access), modify domains to leverage ClientID and de-identify clients (IE no SSN, no names) which will allow users to aggregate data to look at gender and demographics of the population but not explicitly identify clients.
- This solution will only audit those users who explicitly access a client record. It will not address all user activities within the system (IE a client showed up on a report).

  
ClientTrack  
Initial

  
Licensee  
Initial



## Exhibit B

## Software as a Service (SaaS) Subscription Terms &amp; 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 Licensor'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. Licensor 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 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 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 foregoing, 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/the Company 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 by the Company, 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.

  
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ClientTrack  
Initial

  
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Licensee  
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**EXHIBIT C**  
**Agreement Between ClientTrack™**  
**And**  
**County Of Humboldt**

**Additional Clauses and Conditions**

1. **TAX EXEMPT STATUS**

The COUNTY OF HUMBOLDT (LICENSEE) is a political subdivision of the State of California. As such, the LICENSEE is tax exempt under Internal Revenue Code section 115.

2. **RESTRICTIONS, LIMITATIONS OR CONDITIONS**

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or California State government that may affect the provisions, terms or funding of this Agreement.

3. **RELATIONSHIP OF PARTIES**

**The Company** shall perform all work and services as described herein as an independent The Company. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of LICENSEE. **The Company** shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between parties.

4. **LICENSING**

**The Company** shall maintain the appropriate licenses throughout the life of this Agreement.

5. **NONDISCRIMINATORY EMPLOYMENT**

In connection with the execution of this Agreement, **The Company** shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation ( including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified persons.

**The Company** further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable Federal and State laws to ensure that employment practices are non-discriminatory.

**The Company** shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

6. **ENTIRETY OF CONTRACT**

This Agreement shall constitute the entire Agreement between parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

7. **NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE**

**The Company** certifies by its signature above that **The Company** is not a nuclear weapons contractor, in that **The Company** is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. **The Company** agrees to notify LICENSEE immediately if it becomes a nuclear weapons contractor as defined above. LICENSEE may immediately terminate this Agreement if it determines that the foregoing certification is false or if **The Company** becomes a nuclear weapons contractor.

8. **STANDARD OF PRACTICE**

**The Company** warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. **The Company's** duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

9. **JURISDICTION AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall be in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

10. **BINDING EFFECT**

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

11. **SEVERABILITY**

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.



12. **NO WAIVER**

Waiver by parties of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future,

13. **INTERPRETATIONS**

As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

14. **ATTORNEY'S FEES**

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

15. **NOTICES**

Notices shall be given to LICENSEE at the following address:

Director  
Humboldt County Department of Health and Human Services  
Social Services  
929 Koster Street  
Eureka, CA 95501

Notices shall be given to **The Company** at the following address:

Terry Johnson, Chief Financial Officer  
ClientTrack, Inc.  
545 East 4500 South  
Suite E260  
Salt Lake City, UT 84107

Any and all notice(s) required to be given pursuant to the terms of this Agreement shall be in writing and either served personally, or by certified mail, return receipt requested, to the respective addresses set forth above. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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16. **RECORDS AND AUDITS**

- A. **The Company** agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed. In addition, **The Company** shall maintain detailed payroll records.
- B. All records referenced by this section shall be made available during normal business hours to inspection, audit, and reproduction by any duly authorized agents of the State or LICENSEE. **The Company** agrees to allow interviews of any of its employees who might reasonably have information related to such records.

17. **HOLD HARMLESS/INDEMNIFICATION**

**The Company** shall hold harmless, defend and indemnify LICENSEE and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with **The Company's** performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of LICENSEE.

18. **THIRD-PARTY SOFTWARE**

**The Company** affirms no copyright or trade secret of any third-party is knowingly infringed arising from services provided under this Agreement. To the extent any material used by **The Company** contains matter proprietary to a third party. **The Company** shall obtain a license from the owner permitting the use of such matter and granting **The Company** the right to sublicense its use.

In the event of a lawsuit brought by any third party or proceeding against the LICENSEE based upon claims that **The Company's** software breaches the patent, copyright or trade secret rights of the third party, and it is determined that such infringement has occurred, **The Company** shall hold the LICENSEE harmless against any loss, damage, expense or cost, including reasonable attorney fees, arising from the claim.

19. **ASSIGNMENT**

Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by **The Company** in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

20. **SUBCONTRACTING**

**The Company** shall not subcontract any portion of the work required by this Agreement.

21. **INDEMNIFICATION**

The COMPANY will defend LICENSEE against any third party claim(s) that ClientTrack infringes third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

22. **DISPUTE RESOLUTION**

The Company agrees to provide us with written notice within thirty (30) days of becoming aware of a dispute. The Company agrees to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet at your office within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule.

If the parties cannot settle grievances or disputes between them in an informal and expeditious fashion, the dispute will be submitted, upon the motion of either party, to arbitration under the appropriate rules of the American Arbitration Association (AAA). All such arbitration proceedings will be administered by the AAA; however, the arbitrator will be bound by applicable state and federal law, and will issue a written opinion setting forth findings of fact and conclusions of law. The parties agree that all arbitration proceeding will take place in San Francisco, California, that the appointed arbitrator will be encouraged to initiate hearing proceedings within thirty (30) days of the date of his/her appointment, and that the decision of the arbitrator will be final and binding as to each of them. The party against whom the award is rendered will pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award, or take an appeal pursuant to the provisions of the California Civil Code.

23. **INFORMATION CONFIDENTIALITY AND SECURITY REQUIREMENTS**

A. **Definitions.** For purposes of this Section, the following definitions shall apply:

1. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code Section 6250-6265) or other applicable state or federal laws.
2. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or other applicable state or federal laws.
3. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for



Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

4. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code Sections 1798.29 and 1798.82.

- B. **Nondisclosure.** The Company shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
  1. The Company shall not use any PSCI for any purpose other than carrying out The Company's obligations under this Agreement.
  2. The Company shall promptly transmit to COUNTY all requests for disclosure of any PSCI.
  3. The Company shall not disclose, except as otherwise specifically permitted by this Agreement any PSCI to anyone other than COUNTY without prior written authorization from COUNTY, except if disclosure is required by State or Federal law.
- C. The Company shall observe the following requirements:
  1. **Safeguards.** The Company shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of COUNTY. The Company shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of The Company's operations and the nature and scope of its activities, including at a minimum the following safeguards:
    - a. **Personnel Controls**
      - i. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of COUNTY, or access or disclose PSCI, must complete information privacy and security training, at least annually, at The Company's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

- ii. Confidentiality Statement. All persons that will be working with Personal Information ("PI") must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to PI. The statement must be renewed annually. **The Company** shall retain each person's written confidentiality statement for a period of six (6) years following contract termination.
  - iii. Background check. Before a member of the workforce may access PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. **The Company** shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- b. Technical Security Controls
- i. Server Security. Servers containing unencrypted PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
  - ii. Antivirus Software. All workstations, laptops and servers retained by **The Company** other systems that process and/or store PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
  - iii. Patch Management. All workstations, laptops and servers retained by **The Company** that process and/or store PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
  - iv. User IDs and Password Controls. All users must be issued a unique user name for accessing PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 45 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
    - Upper case letters (A-Z)
    - Lower case letters (a-z)



- Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- v. Data Destruction. When no longer needed, all PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88.
- vi. System Timeout. The system providing access to PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 15 minutes of inactivity.
- vii. Access Controls. The system providing access to PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- viii. Transmission Encryption. All data transmissions of PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PI can be encrypted. This requirement pertains to any type of PI in motion such as website access, file transfer, and E-Mail.
- ix. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.
- c. Audit Controls
- i. System Security Review. All systems processing and/or storing PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- d. Business Continuity/Disaster Recovery Controls
- i. Emergency Mode Operation Plan. **The Company** must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- ii. Data Backup Plan. **The Company** must have established documented procedures to backup PI to maintain retrievable exact copies of PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of data.

2. Security Officer. **The Company** shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with COUNTY.
3. Discovery and Notification of Breach. **The Company** shall notify COUNTY immediately by telephone call plus fax upon the discovery of breach of security of PSCI in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, or upon the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, or potential loss of confidential data affecting this Agreement.

**The Company** shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
  - b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
4. Investigation of Breach. **The Company** shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within seventy-two (72) hours of the discovery, **The Company** shall submit a report containing the applicable information to the extent known at that time.
  5. Written Report. **The Company** shall provide a written report of the investigation to COUNTY within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.