

REVA System Subscription Agreement

This Agreement between The County of Monterey and Excellesoft Partners, LLC specifies the rights, uses, obligations, and requirements of the REVA system.

Agreement Term

The term of this Agreement shall be from July 1, 2022 to June 30, 2025.

Parties to This Agreement

Excellesoft Partners, LLC, is a California limited-liability company, referred to hereinafter as "Excellesoft." Excellesoft is the developer and sole owner of REVA, a fully-hosted, web-based IHSS Provider Orientation & Enrollment system. The REVA system shall hereinafter be referred to as "REVA" or "the system."

The County of Monterey is a political subdivision of the State of California that provides a multitude of services and benefits to its community. The County of Monterey seeks to subscribe to and utilize REVA as a part of its In-Home Support Services (IHSS) Public Authority operations. The County of Monterey shall hereinafter be referred to as "Customer."

SECTION 1: SCOPE OF SERVICES/RESPONSIBILITIES

1. Services

Excellesoft shall set up and enable Customer access to the system for use by Customer. Excellesoft shall be responsible for all system maintenance, data backups, system backups, system security, system performance, system reliability, issue resolution, and bug/defect fixes.

2. Users

Customer can have an unlimited number of system users.

3. Local System Administrator

Customer shall designate at least one user as a REVA System Administrator for the purposes of performing important functions that are specific to Customer's daily operations and use of the system, such as user account creation and maintenance, resetting of passwords, setting of user permissions, etc. The REVA System Administrator is responsible for enforcing "the rule of least privileges" whereby a user's system permissions are set to be the minimum system permissions needed for the user to perform their job. Expertise in Information Technology is not required to be a REVA System Administrator.

4. Customer Website

Customer shall update/modify their website to include instructions for IHSS providers on how to complete the enrollment process using REVA. The website should also contain any instructions specific to Customer's processes. Enrollment instructions posted by other counties may be used as examples. Links to other county websites will be provided at the appropriate time for reference purposes. The webpage shall not make any direct references to the names REVA or Excellesoft. The web page should include a link or button to the Customer's REVA enrollment page. The link/button text should read "Go to Enrollment Page" or similar text. The text for the link/button shall not include the name "REVA" or the URL of the REVA IP enrollment page. The URL will be provided at the appropriate time. Customer must not direct providers to the REVA Public Authority sign-in page, the REVA information website, or the Excellesoft website.

REVA System Subscription Agreement

5. Performance of Customer Technology

Customer is responsible for providing and maintaining the local desktop/PC computers, peripheral devices, and Information Technology infrastructure in order to provide an acceptable level of performance for their system users.

6. Support

Excellesoft is available for support Monday through Friday 8:00 am – 5:00 pm, except on State and Federal holidays. Initial contact for support may be via e-mail or by voicemail messaging. Excellesoft will use its best effort to provide a timely response to initial contact/response and issue resolution.

By E-mail: support@excellesoft.com

By Voicemail 1-800-914-4113 x1

Excellesoft does not provide support to IHSS consumers or providers. Messages received from IHSS consumers or providers will be forwarded to Customer when possible or practical to do so.

SECTION 2: INTELLECTUAL PROPERTY

1. System Ownership

Excellesoft is the developer and sole owner of REVA. All source code, system architecture, system design, database structure, database tables, system design concepts, system content, system user interfaces, system workflow, web page designs and content, screen designs, support documentation, training materials, help documents, help videos, and all technology and concepts developed by Excellesoft related to the operation and function of the system are the property of Excellesoft.

2. Client Data Ownership

All data and information entered in the system by Customer or its designees are the property of Customer. Excellesoft will not share Customer data or information to any 3rd party or outside organization, without the express written permission or consent of Customer.

3. Non-Compete

Customer hereby acknowledges and agrees that Customer will receive confidential information and trade secrets during the term of this Agreement. Customer acknowledges that Excellesoft has a legitimate business interest in placing reasonable limits on the use of such information. Accordingly, during the Agreement term and for a two-year period following the term, Customer shall not use, demonstrate, simulate, or describe the system in any manner (directly or indirectly) to any other individual, entity, institute, or organization for the purposes of developing, promoting, advertising, marketing, or providing a similar or competitive system.

4. No Contest

Customer shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets (as applicable) of Excellesoft in connection with the system.

5. Customer Cooperation

Customer hereby acknowledges that successful system performance shall require Customer to cooperate with Excellesoft in good faith and to provide information as may be requested by Excellesoft from time to time. Customer hereby agrees to provide such good faith cooperation and information.

REVA System Subscription Agreement

SECTION 3: CONFIDENTIALITY & PRIVACY

1. Confidentiality/Privacy

Customer contact information, along with that of its designees, shall remain confidential and shall not be shared with any outside organization without written permission, except as may be required by law or by notice of a law enforcement agency or by judicial order.

Excellesoft may, at times, request that Customer be used as a reference for future business with other counties or organizations. Excellesoft will first ask for Customer's approval prior to any references being made.

2. Access to Data

Customer hereby allows Excellesoft access to Customer data for purposes such as system maintenance, development of reports, development of system enhancements, problem resolution and troubleshooting, and review of proper system usage. A limited number of Excellesoft development staff have full access to the database. Excellesoft follows "the rule of least privileges" whereby a user's system permissions are set to be the minimal system permissions needed for the user to perform their job.

3. Unauthorized System Access

Customer shall make an effort to ensure that the users accessing the system on their network domain use password-protected screen savers, that the computers on their network have automatic password-protected screen savers, that their users are instructed to lock their computer screens when leaving their computer, and that monitors are not easily viewed by persons that do not have county authorization to access the system or do not have county authorization to view the information that is displayed by the system.

Access to the system requires manual entry of a username, password, and validation of CAPTCHA text. Customer shall not use automated tools, automated systems, single sign-on systems, or automated scripts to access the system or copy data from the system pages.

Customer shall not perform, or cause to be performed, penetration tests, security tests, or performance tests of any type on the system.

4. User Accounts

Customer shall not create generic user accounts. All user accounts must be associated to a real person using their actual first name, last name, and agency e-mail address.

Customer shall not create shared user accounts or allow a user account to be shared.

Customer is responsible for maintaining the security and privacy of data that is downloaded to the users' computers, such as reports, printed reports, system screenshots, etc.

SECTION 4: SYSTEM PERFORMANCE

1. Warranties

Excellesoft warrants that the system will fully perform the intended functions for which it has been designed, and that it is free from malicious code and viruses that may pose a threat to Customer's internal network and computers.

REVA System Subscription Agreement

2. System Availability

Excellesoft guarantees system availability of 99.999% Monday – Friday, 6:00 AM – 6:00 PM Pacific Time, except for State and Federal holidays. Scheduled outages for system upgrades and enhancements, server maintenance, and network maintenance will be performed after hours and on weekends.

In the event of an unplanned system outage or failure that is within the purview of Excellesoft, a best effort shall be made to resolve the outage or failure as soon possible.

In the event an unplanned outage or failure in the system causes Customer demonstrable loss of productivity, Customer is entitled to a credit equal in amount to the pro-rated duration of the outage for the number of users affected. Customer must notify Excellesoft within five business days with the date, time, and duration of the outage, along with the names of the users that attempted to use the system during the outage. Upon verification that the outage was within Excellesoft's purview, the credit will be applied to the next Customer invoice.

Customer acknowledges that access to the system may be affected by Customer network, local or national Internet network activity, or bandwidth issues. Excellesoft hereby disclaims, and Customer hereby waives, any and all Excellesoft responsibility for any service interruption resulting from said Internet network activity and bandwidth issues and limitations.

SECTION 5: USERS GROUP & DEVELOPMENT OF ADDITIONAL FUNCTIONALITY

1. Continued System Functionality

Excellesoft will, at no charge to Customer, add system functionality, features, or reports that may become essential for the system to remain functional, or to resolve system errors, or to resolve data correction issues, or to resolve system reliability/performance issues.

2. REVA Users Group

It is recommended that Customer regularly attend and actively participate in the REVA Users Group conference call/webinar. The Users Group is a discussion forum for information sharing on using the system, best practices for agency operations as related to the use of REVA, system issues, questions and training on how to use system features and functions, how to get the most out of the system, and presentation and discussion of system changes, new features, and enhancements. Attendees and participants should be supervisors and/or managers of the IHSS Public Authority agency or the county IHSS department as may be appropriate. The Users Group attendees and participants should be subject-matter experts and should be fully knowledgeable in the daily operations of their agency/department. Attendance is not mandatory. Active participation is not mandatory. The Users Group currently meets on a quarterly basis. The conference call/webinar is hosted and moderated by Excellesoft. The REVA Users Group is not a forum for Information Technology or a forum for Purchasing.

3. Identification and Cost Allocation

Because REVA is a multi-county system, requests for system changes, additional features, or enhancements are presented to the REVA Users Group for discussion of the functionality, benefits, and usability by all counties. The REVA Users Group will collectively determine the changes and enhancements that are to be added to the system by a simple majority vote. All counties that attend the REVA User Group have an equal vote. Excellesoft does not have a vote. Excellesoft can veto if we determine that the requested change, addition, or enhancement is not in the best interest of the system or of Excellesoft or if we determine that the change/feature/enhancement is too specific to a single county.

REVA System Subscription Agreement

Not all changes, additional features, or enhancements are fee-based. In the event that the requested change, additional feature, or enhancement has an associated development cost, the cost will be proportionally allocated to each county based on the number of Customer's IPs processed over a time period as a percentage of the total number of IPs processed system-wide over the time period.

Excellesoft will provide an individualized quote to Customer for its cost allocation. If a requested fee-based change/enhancement will only benefit or will only be used by a limited number of counties, the development cost may be allocated to those counties only if it is possible to develop it in such a way that the feature is only accessed or used by those counties, and that developing it in such a manner does not result in a system that is, as determined by Excellesoft, too complex and more difficult to maintain, manage, or administer. Customer may defer its costs to the next fiscal year if needed for budgeting purposes.

4. Development Rate

If a quote for additional system functionality is requested by Customer, development shall be quoted on a time and material basis at a rate of not more than \$165.00 per hour. Any additional services or functionality which results in an increase of the contract amount may be added through a formal amendment process.

5. Ownership of Additional Functionality

All designs, drawings, source code, and database tables developed for additional system functionality, custom features, or reports shall become part of the system and will, therefore, become the property of Excellesoft and shall not be deemed "works for hire."

SECTION 6: LIABILITIES

1. Force Majeure

Neither party shall be held in any manner liable or accountable for losses, costs, or expenses that may occur as a result of forces of nature, or as a result of events that are out of either party's control, regardless of whether the forces of nature or events were predictable, normal, or reasonable, and regardless of whether any resultant losses, costs, or expenses were predictable.

2. Limitation of Damages

Excellesoft shall not be liable for any incidental, consequential, or punitive damages for any cause related to or arising out of this Agreement whether in contract or tort (including negligence) even if the other party has been advised of the possibility of such damages in advance or such damages are reasonably foreseen in any amount greater than the aggregate limits of Excellesoft's insurance. .

3. Remedies

The sole remedy of Customer and its users in connection with or relating to the functionality of the system, technical issues, system issues, system functionality, regardless of the cause, shall be modification of the system as may be needed as determined by Excellesoft.

4. Mutual Indemnification

Both Parties shall release, defend, indemnify, and hold each other harmless (including officers, directors, and agents) from and against any and all claims, damages, liability, expenses, fees, costs and attorney and paralegal fees arising in connection with or relating to any third-party claims of infringement or violation of any ownership rights to patents, copyrights, trademarks or trade secrets in connection with any use of

REVA System Subscription Agreement

Customer-provided information and materials by Excellesoft. Each party shall defend and settle at its sole expense all suits or proceeding arising in connection with any such third-party claim. Customer shall not enter into any agreement, which impairs the right of Excellesoft to use Customer-provided materials in accordance with this Agreement. In all events, Excellesoft shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. If use of Customer-provided materials is disrupted because of a third-party claim, Excellesoft shall have the right to remove Customer-provided materials. The foregoing remedy shall be non-exclusive and in addition to any other legal or equitable remedies Excellesoft may have or accrue.

5. Continuation

The terms and provisions of this section shall survive termination and cancellation of this Agreement.

SECTION 7: FEES & PAYMENTS

1. Invoices

Customer shall pay fees as set forth in Exhibit A - Pricing & Invoice Schedule.

Invoices will be paid 30 days from the receipt of a certified invoice in the office of the Auditor Controller.

Non-payment of invoices may result in a notification to Customer of a temporary suspension of access to the system until all invoices are paid up to date.

2. Per IP Fee

As specified in Exhibit A - Pricing & Invoice Schedule, REVA pricing includes a per-IP processing fee for each Independent Provider that has completed the processing in REVA. Processing is considered fully processed upon the completion of four key workflow steps.

- Scan or upload of Gov't ID.
- Scan or upload of SSN card.
- Electronic signature of SOC 426 or upload or scan of completed form.
- Electronic signature of SOC 846 or upload or scan of completed form.

These tasks are collectively referred to as scan-scan-sign-sign. The steps can be completed in any order and at any time. The completion date of the last remaining step shall be the date used for billing purposes. Any Customer actions taken to circumvent the per-IP fee or alternate processes taken in lieu of the scan-scan-sign-sign steps shall be considered as completion of the IP processing, and billing for the period will be based on the number of IPs that completed watching the State-mandated provider orientation video during the billing period.

3. Custom Videos

REVA can play custom video presentations as part of the provider orientation process for your county/agency. The videos can only be added to REVA by Excellesoft. There is no fee to have custom videos in REVA, and there is no fee to have Excellesoft add custom videos to REVA. However, if Excellesoft deems that there has been an inordinate number of requests to update or replace videos, a fee of \$85 per video per language will be quoted.

REVA
System Subscription Agreement

4. Rate Changes

Excellesoft will provide 90-days notification of any rate changes which must be agreed to in writing by Customer.

SECTION 8: TERMINATION

1. Termination Limits

This Agreement shall only be terminated or cancelled as provided within.

2. Termination without Cause

Either party may terminate this Agreement without cause for convenience and without penalty by providing 30 days written notice.

3. Cancellation for Noncompliance

If a party violates its obligations under this Agreement, the other party may send a written Notice of Cancellation for Noncompliance to the noncomplying party describing the noncompliance. Upon receiving such cancellation notice, the noncomplying party shall have thirty days from the date of such notice to cure any such noncompliance. If the noncompliance is not cured within a required thirty-day period, the party providing the Notice shall have the right to cancel this Agreement.

4. System Access

Upon termination or cancellation of this Agreement, all Customer user attempts to access to the system shall immediately cease and all user accounts will be deactivated.

5. Final Database Extract

Upon termination of this Agreement, Customer may request a database extract of Customer's data. Excellesoft will make its best efforts to provide such extract within thirty (30) days.

SECTION 9: MISCELLANEOUS

1. Entire Agreement

This Agreement is the entire agreement between Excellesoft and Customer. This Agreement replaces and supersedes any prior agreements, written communications, electronic communications, or oral communications.

2. Renewal

This agreement may be renewed upon the written agreement of both parties.

3. Notices

Notices shall be in writing and shall be deemed delivered when delivered by Certified or Registered Mail – Return Receipt Requested – or by hand to the address set forth below for Excellesoft and to the address set forth below for Customer. Notices shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

Monterey County Department of Social Services
Aging and Adult Services Branch
1000 South Main Street
Suite 21 1A

REVA System Subscription Agreement

Salinas, CA 93901

Excellesoft Partners, LLC
6520 Lonetree Blvd., #1030
Rocklin, CA 95765

4. Relationship of the Parties

Nothing herein shall be construed as creating a partnership relationship, employment relationship, or agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party maintains its separate identity.

5. Assurances

Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate to the best of their knowledge, and that all negotiations towards this agreement have been done in good faith.

6. Severability

In the event any provision or part of this Agreement is deemed invalid or unenforceable, all other portions and provisions of this Agreement shall remain intact and in full effect.

7. Waiver

Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the party waiving such provision.

8. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

9. Amendments and Modifications

Alterations, modifications, or amendments of provisions of this Agreement shall not be binding unless such alterations, modifications or amendments are in writing and signed by authorized representatives of Excellesoft and Customer.

10. Governing Law

This Agreement shall be governed by the laws of the State of California without regard to any rules of conflict or choice of laws which require the application of laws of another jurisdiction, and venue shall be proper in Monterey County, California.

11. Section Headings & Titles

The section heading and titles in this Agreement are for convenience of reference only and do not define, affect, limit, or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

12. Litigation Expense

In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration.

REVA System Subscription Agreement

13. Disclaimer

The warranties set forth herein are in lieu of all other warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. Excellesoft (including officers, directors, agents and associates of Excellesoft) hereby disclaims and Customer and its users hereby waive all warranties, express or implied, including, but not limited to, all implied warranties of fitness for a particular purpose and all implied warranties of merchantability, except as set forth herein to the contrary, Excellesoft does not warrant and users hereby waive any warranty that use of or access to the system by users will be uninterrupted or error free. Except as set forth herein to the contrary, Excellesoft does not make any warranty and users hereby waive any and all warranties as to the results obtained from use of the third-party software or as to the accuracy, completeness, timeliness or reliability of the third-party software. Users hereby acknowledge and agree that use of the internet and the system shall be at the sole and exclusive risk of users and subject to the restrictions, terms and conditions, rules, regulations, policies, applicable laws and codes of conduct governing the internet, the system or otherwise applicable.

14. Insurance

15. Evidence of Coverage Prior to commencement of this Agreement, Excellesoft shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Excellesoft shall provide a certified copy of the policy or policies. Excellesoft shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the Customer has approved such insurance. The approval of insurance shall neither relieve nor decrease the liability of Excellesoft.

16. Insurance Coverage Requirements Without limiting Excellesoft's duty to indemnify, Excellesoft shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- a. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- ~~b. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence. (See Exhibit C)~~
- ~~c. Workers' Compensation Insurance, if Excellesoft employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease. (See Exhibit D)~~
- d. Professional Liability Insurance, if required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or professional regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per

REVA
System Subscription Agreement

claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Excellesoft shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- e. Cyber liability —Excellesoft shall carry and maintain cyber liability insurance with limits of not less than \$1,000,000 and aggregate of \$2,000,000 covering claims involving privacy violations, record holder breach notification costs, privacy breach remediation costs, privacy regulatory actions, fines and penalties, theft of confidential or protected information, damage to or destruction of electronic information, restoration or retrieval of electronic information, intentional and/or unintentional release of private or confidential information, alteration of electronic information, ransomware, extortion and network security.

17. Other Insurance Requirements Commercial general liability, ~~automotive liability~~ (See Exhibit C), and cyber liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of Excellesoft's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by Customer and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Excellesoft's insurance.

REVA
System Subscription Agreement

Exhibit A
Pricing & Invoice Schedule

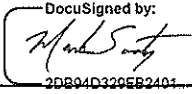
Ongoing Subscription Fees

#	Description	2022/23	2023/24	2024/25	TOTALS
	System Subscription Fee				
1	Annual Subscription Fee \$595/month for 12 months. • To be invoiced annually at the beginning of each fiscal year.	\$7,140.00	\$7,140.00	\$7,140.00	\$21,420.00
2	Per IP Processing fee for each Independent Provider that is processed in REVA. Estimated 105 IPs per month. \$1.00/IP To be invoiced upon the completion of each calendar quarter for actual number of IPs processed.	\$1,260	\$1,260	\$1,260	\$3,780.00
3	Text Messaging Fee	\$60.00	\$60.00	\$60.00	\$180.00
4	System upgrades, development and training over the term of the agreement				\$4,000.00
4	TOTALS	\$8,400	\$8,400	\$8,400	\$29,380.00

REVA
System Subscription Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives, effective as of the latter of the dates set forth below.

Excellesoft Partners, LLC

Signature  DocuSigned by:
2DB94D329EB2401

Printed Name Mark Saaty

Title President/CEO

Date 3/23/2022 | 9:33 AM PDT

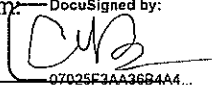
The County of Monterey

Signature _____

Printed Name Lori A. Medina

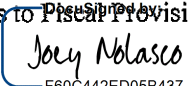
Title DSS Director

Date _____

Approved as to Form:  DocuSigned by:
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Deputy County Counsel
3/23/2022 | 10:06 AM PDT

Date _____

Approved as to Fiscal Provisions:  DocuSigned by:
E60C442ED05B437

Auditor Controller
3/24/2022 | 10:00 AM PDT

Date _____

REVA
System Subscription Agreement

Approved as to Risk:

DocuSigned by:

Danielle Mancuso

Risk Manager

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3/24/2022 | 11:47 AM PDT

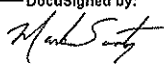
Date

EXHIBIT C

INSURANCE MODIFICATION

Automobile Insurance

Contractor will not be using any motor vehicles, including owned, leased, non-owned or hired vehicles, to provide services under this Agreement. Should Contractor have a need or be required to use any motor vehicles to provide services under this Agreement during the term of the Agreement, Contractor shall comply with County's insurance requirements pertaining to Automobile Liability as described on Page 9, 13.b and Page 10, 17 in the Subscription Agreement.

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3/23/2022 | 9:33 AM PDT

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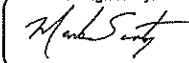
(Date)

EXHIBIT D

INSURANCE MODIFICATION

Worker's Compensation Insurance

At the time of execution of this Agreement, Contractor does not have employees and therefore does not carry Worker's Compensation Insurance coverage. Should Contractor hire employees during the term of this Agreement, Contractor shall comply with County's insurance requirements pertaining to Worker's Compensation as described on Page 9, 13.c in the Subscription Agreement.

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3/23/2022 | 9:33 AM PDT

(Name)

(Date)