

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, 2025, to June 30, 2028.

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. Document Storage/Document Management

The system has built-in document storage/document management for scanning and uploading of provider orientation & enrollment-related PDF documents, as may be required by the State, such as a Tier 1/Tier 2 waiver, work permit, etc., within a provider’s profile for providers that did their enrollment using REVA. Customer can have an unlimited number of provider orientation & enrollment-related documents with an unlimited number of pages. Documents are permanently retained. The document storage/document management feature is not intended to be used as a general-use document management/storage system.

4. 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.

5. 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

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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.

6. 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.

7. 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. Intellectual Property

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.

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. Customer shall not use, demonstrate, simulate, provide screenshots, provide system outputs, or describe the system in any manner (directly or indirectly) to, including, but not limited to any other individual, entity, institute, or organization for the purposes of developing, promoting, advertising, marketing, or providing a similar or competitive system. Customer shall not use, demonstrate, simulate, provide screenshots, provide system outputs, or describe the system in any manner (directly or indirectly) for the purposes of developing a similar in-house system. Customer shall not develop, or cause to be developed, a competing or similar system for a period of 2 years after the termination of this Agreement.

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.

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3. 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.

4. 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.

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.

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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.

2. System Availability

Excellesoft guarantees system availability of 99.999% Monday – Friday, 6:00 AM – 6:00 PM Pacific Time, with the exception of 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 as 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

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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 proposed changes and proposed 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 it determines that the requested change, addition, or enhancement is not in the best interest of the system or of Excellesoft or if it determines that the change/feature/enhancement is too specific to a single county. 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

Development of additional system functionality shall be quoted on a time and material basis at a rate of not more than \$175.00 per hour.

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 loss, consequential, exemplary, incidental or punitive damages in connection with or relating to (i) this Agreement, the Services and use, performance and operation of the system, (ii) use, performance or operations of the Internet or use of the Internet by Users; (iii) loss of data; and (iv) Content, products, and services offered through the system regardless of the form of action, whether in contract or in tort, including negligence, regardless of whether Excellesoft has been advised of

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the possibility of such damages in advance or whether such damages are reasonably foreseeable that exceed the aggregate limits of the 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. However, breach of client information is not included in this limitation on remedies or limitation of liability.

4. Mutual Indemnification

Excellesoft shall indemnify, defend, and hold harmless the County of Monterey (hereinafter “Customer”), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Excellesoft and/or its officers, agents, employees, students, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of Customer and/or its officers, agents, employees and subcontractors. Excellesoft shall reimburse Customer for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any litigation in which Excellesoft is obligated to indemnify, defend and hold harmless Customer under this Agreement.

The County of Monterey (hereinafter “Customer”), its officers, agents, employees, or subcontractors shall indemnify, defend, and hold harmless Excellesoft from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by County and/or its officers, agents, employees, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of Excellesoft and/or its officers, agents, employees, students, and subcontractors.

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.

All invoices shall be certified and will be paid within 30 days after receipt of the certified invoice in the Office of the Auditor-Controller.

Continual non-payment of an invoice may result in a notification of suspension of access to the system to Customer on the fourth monthly reminder until the invoice is 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.

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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 and agreed to before videos with a cost attached are started.

4. Rate Changes

Excellesoft will provide 30-days notification of any rate changes. All rate changes will be agreed to in writing, signed by both parties.

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 90 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 (60) sixty days from the date of such notice to cure any such noncompliance. If the noncompliance is not cured within a required sixty-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. Upon receipt of such a request, Excellesoft shall provide a Time & Materials quote to Customer to generate the database extract. Because the system is continually changing with new features, enhancements, data elements, and database tables, it is not possible to provide a guaranteed cost estimate until a request for a final data extract is made.

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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, signed by 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
730 La Guardia St. 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.

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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 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.

13. California Public Records Act

All documents noted by Excellesoft as “Confidential” or “Proprietary” shall not be disclosed pursuant to a California Public Records Act (CPRA). In the event of a CPRA request for documents related to or submitted by Excellesoft, Customer shall immediately notify Excellesoft of the request and of the scope of the request. Customer shall make a reasonable effort to give Excellesoft ample opportunity to respond to the request with the acknowledgement that Customer is required by law to respond within ten (10) days, including weekends and holidays.

Excellesoft understands that it is possible that Customer may receive a public records request asking for a copy of this Agreement. Such requests require a 10-day turn-around. As such, Excellesoft agrees that the Agreement may be disclosed pursuant to a public records act request. Further, Excellesoft understands that this agreement may be placed on a public agenda with the Board of Supervisors.

14. 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.

15. Insurance

a) 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.

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

- 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, and \$2,000,000 in the aggregate.
- 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 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.
- 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.

c) Other Insurance Requirements Commercial general liability, 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.

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Exhibit A Pricing & Invoice Schedule


Ongoing Subscription Fees

#	Description	Fiscal Year 25/26	Fiscal Year 26/27	Fiscal Year 27/28	Totals
1	System Subscription Fee				
	Annual Subscription Fee \$650/month for 12 months. <ul style="list-style-type: none"> To be invoiced annually at the beginning of each fiscal year. 	\$7,800	\$7,800	\$7,800	\$23,400
2	Per IP Processing: Fee for each Independent Provider that is processed in REVA. Determined by completion of <ul style="list-style-type: none"> 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 To be invoiced upon the completion of each calendar quarter for actual number of IPs processed.	\$1. 00/IP Estimated 140 IPs per month \$140 month \$420/quarter \$1,680/year	\$1. 00/IP Estimated 140 IPs per month \$140 month \$420/quarter \$1,680/year	\$1. 00/IP Estimated 140 IPs per month \$140 month \$420/quarter \$1,680/year	\$5,040
3	Text Message Appointment Reminders	Based on 140 IPs per month \$6/month, \$72/year	Based on 140 IPs per month \$6/month, \$72/year	Based on 140 IPs per month \$6/month, \$72/year	\$216
	System Enhancements, Upgrades, Training needs. Only as may be needed. Actual amounts will be quoted. Over the term of the agreement <i>Reference Section 5, Paragraph 3.</i>				\$4,000
	Total	\$9,552	\$9,552	\$9,552	\$32,656

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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 6/6/2025 | 2:22 PM PDT

County of Monterey


Signature

Printed Name Roderick W. Franks

Title Director

Date

Approve as to Form

 DocuSigned by:
A46091E5DE63489...

Date 6/9/2025 | 11:15 AM PDT

Approve as to Fiscal Provisions:

 DocuSigned by:
E79EF64E57454F6...

Date 6/9/2025 | 2:34 PM PDT

Approved as to Risk:

 DocuSigned by:
3E7A6EF11DD8446...

Date 6/9/2025 | 12:29 PM PDT