

# Nexus Registry System Subscription Agreement

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This Agreement between Lake County and Excellesoft Partners, LLC specifies the rights, uses, obligations, and requirements of the Nexus Registry system.

## **Agreement Term**

The term of this Agreement shall be from March 15, 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 Nexus Registry, a fully-hosted, web-based IHSS Public Authority Registry system. The Nexus Registry system shall hereinafter be referred to as “Nexus” or “the system.”

Lake County is a county government agency that provides a multitude of services and benefits to its community. Lake County seeks to subscribe to and utilize Nexus Registry as a part of its IHSS Public Authority operations. Lake County 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 Nexus 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, optional downloading of data extracts from CMIPS II and upload into Nexus, creation and upload of PDFs with data fields for generation of letters, creation and upload PDFs for Referral supplemental documents. The Nexus 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 Nexus System Administrator.

### **4. 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. Customer shall meet the requirements set forth in Exhibit B - Minimum Computer & Network Requirements.

### **5. 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.

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By E-mail: support@excellesoft.com  
By Voicemail: 1-800-914-4113 Ext. 1

## **SECTION 2: INTELLECTUAL PROPERTY**

### **1. System Ownership**

Excellesoft is the developer and sole owner of Nexus Registry. 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 into the system by Customer or its designees are the property of Customer. Excellesoft will not share Customer data or information to any 3<sup>rd</sup> 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.

## **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.

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### 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.

### 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 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

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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. Nexus Registry Group Conference Call/Webinar**

It is recommended that Customer regularly attend and actively participate in the NRG (Nexus Registry Group) conference calls/webinars. NRG is a discussion forum for information sharing on using the system, best practices for agency operations as related to the use of Nexus, 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. The NRG attendees and participants should be supervisors and/or managers of the IHSS Public Authority agency. They should be subject-matter experts and be fully knowledgeable in the daily operations of the agency. Attendance is not mandatory. Active participation is not mandatory. NRG currently meets on a quarterly-monthly basis. The conference call/webinar is hosted and moderated by Excellesoft. NRG is not a technical forum for Information Technology.

#### **3. Identification and Cost Allocation**

Because Nexus is a multi-county system, requests for system changes, additional features, or enhancements are presented to the Nexus Users Group for discussion of the functionality, benefits, and usability by all counties. The Nexus 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 Nexus 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. 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 active Providers each county has in their registry as a percentage of the total number of active Providers.

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,

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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 \$165.00 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 the possibility of such damages in advance or whether such damages are reasonably foreseeable.

#### **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. Infringement**

Customer shall release, defend, indemnify, and hold harmless Excellesoft (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 Customer-provided information and materials by Excellesoft. Customer 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.

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## 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 will have a due date of Net 30 days. A 10% late fee may be applied for each 90-day period that an invoice remains unpaid past its due date

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, including any applied late fees.

### 2. Rate Changes

Excellesoft will provide 90 days notification of any rate changes.

## SECTION 8: TERMINATION

### 1. Termination Limits

This Agreement shall only be terminated or canceled 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 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. Nonpayment

Customer failure to pay an invoice on its due date may result in a Notice of Nonpayment to Customer. Upon receipt of Nonpayment Notice, Customer shall have ten days to cure the nonpayment. If Customer fails to cure the nonpayment within the required ten-day period, Excellesoft shall have the right to cancel the Agreement and terminate all access to the system as of the eleventh day after the date of the Nonpayment Notice.

### 5. 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.

### 6. 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

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elements, and database tables, it is not possible to provide a guaranteed cost estimate until a request for a final data extract is made.

### **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 will renew automatically for one year at the start of each fiscal year.

#### **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.

Lake County Social Services Adult Services  
P.O. Box 9000  
Lower Lake, CA 95457

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.

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### **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 Placer 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. 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.



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**Exhibit A  
Pricing & Invoice Schedule**

**Ongoing Subscription Fees**

#	Description	Amount
	<b>System Subscription Fee</b>	
1	Annual Subscription Fee \$725/month for 12 months. <ul style="list-style-type: none"> <li>To be invoiced annually at the beginning of each fiscal year.</li> <li>Partial first year to be invoiced in a pro-rated amount after Go-Live.</li> </ul>	\$8,700
2	Monthly CMIPS Upload	\$85/month, \$1,020/year
3	Provider Text Messaging Reminders - <i>Email reminders are free of charge</i> <ul style="list-style-type: none"> <li>\$132 annually, Based upon number of active providers in the registry.</li> <li>Currently 300</li> </ul>	\$132/year
	<b>Data Conversion</b>	
4	<ul style="list-style-type: none"> <li>Full conversion of data from the CareTracker system.</li> <li>Includes 40 hours of Data Conversion Management.</li> </ul>	\$6,000 One Time Fee

**Potential Fees - For Budgeting Purposes - Across the Term of the Agreement**

#	Description	Amount
1	System Enhancements, Upgrades, Training needs. Only as may be needed. Actual amounts will be quoted. <i>Reference Section 5, Paragraph 3.</i>	\$4,000

**One-Time Only Implementation & Training Fees**

#	Description	Amount
	<b>Implementation</b>	
1	<ul style="list-style-type: none"> <li>Implementation fee</li> </ul>	\$5,000
	<b>Customer Training</b>	
2	Virtual Instructor-Led Training <ul style="list-style-type: none"> <li>Customer to provide a training facility (or comparable environment) with all training equipment; computers with internet connectivity— one per student, a TWAIN scanner connected to at least one computer, dedicated laptop or computer with internet connectivity to display remote trainer's screen, projector/large-screen monitor, Internet connectivity to all computers, etc.</li> <li>Customer to provide printed user guides for each student in color.</li> <li>Virtual training to be provided via the join.me application. Each student will need the join.me application installed prior to training.</li> <li>5 days of end-user training 10AM-1PM, which includes system administrator training, for up to 10 people.</li> <li>Additional users - \$500 per additional student trained over 10.</li> <li>An IT Desktop Support person will need to be available for installation of scanner drivers, Internet settings, environment with projector to display trainer's laptop and trainer internet connectivity.</li> <li>All training to be provided on contiguous weekdays.</li> </ul>	\$4,000

**Optional Services**

#	Description	Amount
3	Letter Templates and Alternate Language Cover Letters (English cover letter is free of charge). <ul style="list-style-type: none"> <li>Customer to provide fully-proofed, base Word doc. <i>Can be performed by Customer. Adobe Acrobat or other PDF editor is required.</i></li> </ul>	\$85 per document.

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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 

Printed Name Mark Saaty

Title President/CEO

Date 04/08/2022

**Lake County**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ATTEST: CAROL J. HUCHINGSON  
Clerk to the Board of Supervisors

APPROVED AS TO FORM:  
ANITA L. GRANT

County Counsel

By: \_\_\_\_\_

By: 






# Nexus Registry-Excellesoft-LCDSS-22-25

Final Audit Report

2022-04-08

Created:	2022-04-07
By:	Betzy Wetmore (Betzy.Wetmore@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-A9mEa2wb9QqyK8yyAHL8yBxyvLLatuJ

## "Nexus Registry-Excellesoft-LCDSS-22-25" History

-  Document created by Betzy Wetmore (Betzy.Wetmore@lakecountyca.gov)  
2022-04-07 - 8:12:21 PM GMT- IP address: 208.91.28.66
-  Document emailed to Mark Saaty (mark@excellesoft.com) for signature  
2022-04-07 - 8:13:51 PM GMT
-  Email viewed by Mark Saaty (mark@excellesoft.com)  
2022-04-07 - 8:20:51 PM GMT- IP address: 76.14.164.210
-  Document e-signed by Mark Saaty (mark@excellesoft.com)  
Signature Date: 2022-04-08 - 4:31:56 PM GMT - Time Source: server- IP address: 76.14.164.210
-  Agreement completed.  
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