

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA  
AND  
EXCELLESOFT PARTNERS, LLC**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California ("County"), and Excellesoft Partners, LLC, a California limited liability company doing business as Excellesoft, ("Consultant") (collectively, the "Parties" and individually a "Party").

Excellesoft is the developer and sole owner of Nexus Registry, a fully-hosted, web-based, In-Home Supportive Services ("IHSS") Public Authority registry system, hereinafter referred to as "Nexus" or "the system."

County seeks to subscribe to and utilize Nexus Registry as a part of its IHSS Public Authority operations.

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

Pursuant to the terms and conditions of this agreement, Consultant shall:

- A. Set up and enable County access to the system for use by County. Consultant shall be responsible for all system maintenance, data backups, system backups, system security, system performance, system reliability, issue resolution, and bug/defect fixes.
- B. Provide Support: Live customer support will be provided by CareAccess, a business partner of Consultant, Monday through Friday 8:00 am – 5:00 pm Pacific Time, except on State and Federal holidays, through March 31, 2019.

CareAccess Support through March 31, 2019:

E-mail: support@careaccess.biz

Phone: (877) 262-9322

- C. Provide Support beginning April 1, 2019, provided by Excellesoft, Monday through Friday 8:00 am – 5:00 pm Pacific Time, except on State and Federal holidays. Initial contact for support may be via e-mail or by voicemail messaging. Consultant will use its best effort to provide a timely response to initial contact/response and issue resolution.

Excellesoft Support beginning April 1, 2019

E-mail: support@excellesoft.com

Voicemail: (800) 914-4113

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

- F. In the event that an unplanned outage or failure in the system causes County demonstrable loss of productivity, County is entitled to a credit equal in amount to the pro-rated number of days of the outage. County must notify Consultant 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 Consultant's purview, the credit will be applied to the next County invoice.
- G. Hereby disclaims, and County hereby (1) waives, any and all Consultant responsibility for any service interruption resulting from Internet network activity and bandwidth issues and limitations; and (2) acknowledges that access to the system may be affected by County network, local or national Internet network activity, or bandwidth issues.
- H. Warranty 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 County's internal network and computers.

## **Section 2.     RESPONSIBILITIES OF COUNTY.**

Pursuant to the terms and conditions of this agreement, County shall:

- A. Be allowed an unlimited number of system users.
- B. Designate at least one user as a Nexus System Administrator for the purposes of performing important functions that are specific to County's daily operations and use of the system, such as user account creation and maintenance; resetting of passwords, setting of user permissions, etc., optional downloading of data extracts from Case Management Information and Payrolling System II ("CMIPS II") and upload into Nexus, and creation and upload of PDFs with data fields for generation of letters, and 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 minimal system permissions needed for the user to perform their job. Expertise in Information Technology is not required to be a Nexus System Administrator.
- C. Be 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. County shall meet the requirements set forth in **EXHIBIT A, Minimum Computer & Network Requirements**, attached and incorporated herein.
- D. Prevent unauthorized individuals from accessing the system. County agrees to not allow sharing of user accounts between multiple users. County shall immediately deactivate a user account upon termination of a user, including during temporary suspensions, leave of absence, or any other change in employment status or job duties such that the user will not be actively working or employed for an extended or prolonged period.
- E. Assure access to the system is by manual entry of a user name, password, and validation of Completely Automated Public Turing test to tell Computers and

Humans Apart ("CAPTCHA") text. County 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.

- F. Allow Consultant access to County data for purposes such as system maintenance, development of reports, development of system enhancements, problem resolution and troubleshooting, and review of proper system usage.
- G. Compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

**Section 3. COMPENSATION.**

- A. Consultant shall pay fees as set forth in **EXHIBIT B, Pricing & Invoice Schedule**, attached and incorporated herein, for the services described in this agreement.
- B. In no event shall the maximum amount payable under this agreement exceed \$30,240.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4. BILLING AND PAYMENT.**

- A. Consultant shall submit to County's Health and Human Services Agency (HHS) Business & Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, an itemized statement or invoice as delineated in **EXHIBIT B** for the Annual System Subscription and Monthly CMIPS Upload. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Non-payment of invoices may result in notification to County of a temporary suspension of access to the system until all invoices are paid up to date.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT.**

- A. This agreement shall commence as of July 1, 2018, and shall end June 30, 2021.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this agreement without cause on 90 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer, HHSA Director, or any HHSA Branch Director as designated by the HHSA Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF CONSULTANT.**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 10. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a

liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry and maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to County and for claims involving any professional services for which Consultant is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this agreement to cover any and all claims.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a “separation of insureds” clause which shall read:

“Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
  - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all

times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

**Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be in the venue of Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.



- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS.**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the

licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 17. PERFORMANCE STANDARDS.**

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

**Section 18. CONFLICTS OF INTEREST.**

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES.**

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:                      Director  
   HHSa Adult Services Branch  
   2640 Breslauer Way  
   Redding, CA 96001  
   Phone: (530) 225-5900  
   Fax:   (530) 225-5977

If to Consultant:                Excellesoft  
   Mark Saaty, President/CEO  
   6520 Lonetree Blvd., #1030  
   Rocklin, CA 95765  
   Phone: (800) 914-4113

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

**Section 20. AGREEMENT PREPARATION.**

- A. It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

- B. 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.

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

Consultant shall comply with the California Political Reform Act (Government Code sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. PROPERTY TAXES.**

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

**Section 23. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 24. COUNTY'S RIGHT OF SETOFF.**

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

**Section 25. CONFIDENTIALITY.**

- A. During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant may, at times, request that County be used as a reference for future business with other counties or organizations. Consultant will first ask for County's approval prior to any references being made.

**Section 26. CONFIDENTIALITY OF CLIENT INFORMATION.**

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

**Section 27. SCOPE AND OWNERSHIP OF WORK.**

- A. Consultant 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 Consultant related to the operation and function of the system are the property of Consultant.
- B. All data and information entered into the system by County or its designees are the property of County. Consultant will not share County data or information to any third party or outside organization, without the express written permission or consent of County.
- C. County hereby acknowledges and agrees that County will receive confidential information and trade secrets during the term of this agreement. County acknowledges that Consultant 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, County 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.
- D. County shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets (as applicable) of Consultant in connection with the system.
- E. County hereby acknowledges that successful system performance shall require County to cooperate with Consultant in good faith and to provide information as may be requested by Consultant from time to time. County hereby agrees to provide such good faith cooperation and information.
- F. Consultant will, at no charge to County, add system functionality, features, or reports that may become absolutely 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.
- G. Development of additional system functionality shall be quoted on a time and material basis. Any such changes shall be in accordance with the terms of Section 7.B. of this agreement. All 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 Consultant and shall not be deemed "works for hire."

**Section 28. USE OF COUNTY PROPERTY.**

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

**Section 29. MISCELLANEOUS.**

- A. 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.
- B. 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.

***[SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

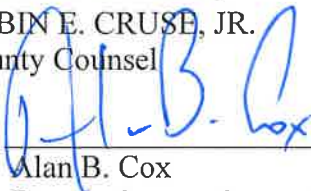
\_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

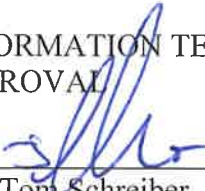
Approved as to form:  
RUBIN E. CRUSE, JR.  
County Counsel

By:  8/7/19  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By:  08/02/18  
James Johnson  
Risk Management Analyst

**INFORMATION TECHNOLOGY  
APPROVAL**

By:  8-6-2018  
Tom Schreiber  
Chief Information Officer

**CONSULTANT**

Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Saaty  
Managing Member

Tax I.D.#: On File

## **EXHIBIT A**

### **Minimum Computer & Network Requirements**

Nexus requires the following minimum specifications.

#### **Computer Specifications**

- PC running Windows 10.
- Internet Explorer 11.
  - Add [www.nexusregistry.com](http://www.nexusregistry.com) to the list of Trusted Sites.
  - Allow pop-ups from [www.nexusregistry.com](http://www.nexusregistry.com).
  - Allow Scripting Access (this will allow the JavaScript features to work).

#### **Information Technology Network Infrastructure Settings**

- Whitelist e-mail from [nexusregistry.com](http://nexusregistry.com).
- Whitelist [www.nexusregistry.com](http://www.nexusregistry.com) in any URL filtering system/appliance and in the firewall.

#### **Internet Connectivity**

- Internet connection capable of a minimum data rate of 10 Mbps for four concurrent users.

**EXHIBIT B**  
**Pricing & Invoice Schedule**

**Ongoing Subscription Fees**

#	Description	Amount
1	Annual System Subscription Fee. To be invoiced in full at the beginning of the Agreement Term and annually thereafter.	\$8,100.00

**Optional Fees**

#	Description	Amount
1	Monthly CMIPS Upload. <i>Can be performed by County.</i> To be invoiced after completion of each quarter.	\$165/month, \$1,980/year
2	Monthly Provider Text Messaging Check-In Reminders. <i>Email reminders are free of charge.</i> ▪ Based upon current number of active providers in the system. To be invoiced in full at the beginning of the Agreement term or prorated for partial term.	\$13/month, \$156/year
3	Letter Templates and Alternate Language Cover Letters. ▪ \$85 per page. County to provide fully-proofed fully-formatted, base Word document. <i>Can be performed by County. Adobe Acrobat or other PDF editor is required.</i> To be invoiced within 15 days of completion.	\$85/page
<b>Additional training</b>		
4	On-Site Training ▪ County to provide a training facility with Internet-connected computers, a TWAIN scanner connected and installed to at least one computer, projector/large-screen monitor, printing of training materials, etc. ▪ Agenda and training topics mutually agreed upon by County and Consultant. To be invoiced within 15 days of completion.	Fee dependent on number of days and number of participants. Quote shall be approved by County in writing and in advance.
	Online Instructor-Led Training ▪ 2-hour sessions. Agenda and training topics mutually agreed upon by County and Consultant. To be invoiced within 15 days of completion	\$165/user