

SISKIYOU COUNTY IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY CONTRACT FOR SERVICES

This Contract is entered into on the date when it has been both approved by the Governing Board for the Siskiyou County In-Home Supportive Services Public Authority ("Authority") and signed by all other parties to it.

The Authority is an independent legal entity, separate and apart from the County of Siskiyou. The Authority has no power to bind the County of Siskiyou to any contractual or legal obligations. Nor may the obligees of the Authority seek recourse against the County of Siskiyou for any financial or legal obligation of the Authority.

AUTHORITY: Siskiyou County In-Home Supportive Services Public Authority
818 South Main Street
Yreka, CA 96097

And

CONTRACTOR: Refined Technologies, INC. (S Corporation)
7195 Brooktree Court
San Jose, CA 96120

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on July 1, 2025, and shall terminate on June 30, 2027, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of Authority. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Authority and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the Authority stating the dollar value of the services, the

method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with Authority and the results of the work shall be monitored by the Public Authority Administrator or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. Authority shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. Authority may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, Authority agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A", the not to exceed amount of TWELVE THOUSAND DOLLARS AND NO/CENTS (\$12,000.00)

4.02 Invoices: Contractor shall submit original detailed invoices for all services being rendered.

4.03 Date for Payment of Compensation: Authority will endeavor to make payment within 30 days of receipt of invoices from the Contractor to the Authority, and approval and acceptance of the work by the Authority.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for Authority, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. Authority shall not be responsible for any expense incurred by Contractor in performing services for Authority.

4.05 Payment to Contractor for services rendered is predicated upon full compliance of the Contract. Payment may be withheld if determined Contractor is not in full compliance with terms, conditions, and requirements of Contract.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the Public Authority Administrator or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from Authority.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation in an amount of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05** Indemnification: Contractor shall indemnify and hold Authority harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$2,000,000) Two Million Dollars, to cover such claims or in an amount determined appropriate by the Authority Risk Manager. If the amount of insurance is reduced by the Authority Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the Authority as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Authority of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.06 General Liability and Automobile Insurance:** During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$2,000,000) Two Million Dollars, combined limit for bodily injury and property damage and automobile policy or policies of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; the Authority, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by Authority or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to Authority. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to Authority. The Authority will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to Authority.
- 5.07 Certificate of Insurance and Endorsements:** Contractor shall obtain and file with the Authority prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to Authority prior to the effective date of such cancellation. **Naming the Authority as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of Authority, contractor shall file certificates of insurance with Authority showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06, and 5.10 are provided to Authority.** Contractor shall also comply with all other insurance requirements set forth in Exhibit “B” attached hereto.
- 5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the Authority, Contractor shall indemnify, defend, and hold harmless Authority for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees,

agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Authority. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any Authority group plan for hospital, surgical or medical insurance, or for membership in any Authority retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a Authority employee.

5.09 IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the Authority, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.

5.10 Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$2,000,000) Two Million Dollars, or as determined in writing by Authority's Risk Management Department.

5.11 State and Federal Taxes: As Contractor is not Authority's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- A. Authority will not withhold FICA (Social Security) from Contractor's payments.
- B. Authority will not make state or federal unemployment insurance contributions on behalf of Contractor.
- C. Authority will not withhold state or federal income tax from payment to Contractor.
- D. Authority will not make disability insurance contributions on behalf of Contractor.
- E. Authority will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of Authority, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of Authority is prohibited. It is further understood and

agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the Authority, and Contractor hereby agrees to deliver the same to the Authority upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the Authority and are not necessarily suitable for any future or other use.

- 5.13 Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Authority for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the Authority.
- 5.14 Assignability of Contract:** It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the Authority.
- 5.15 Warranty of Contractor:** Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16 Withholding for Non-Resident Contractor:** Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this Contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and Authority is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

5.17 Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor'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 Contract. Contractor's failure to cure such default within ninety (90) days of notice by Authority shall be grounds for termination of this Contract.

5.18 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of Authority.

5.19 Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

A. Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-144, any Contractor who receives a total of \$500,000 or more per year in federal funds for the purpose of carrying out federal programs may be required to complete an annual audit. The funding threshold is aggregate funds from all sources.

If Contractor is subject to Annual Audit requirements, Contractor is required to submit a copy of the completed audit to the Siskiyou Authority Human Services

Agency no later than 30 days after term of Contract, or as otherwise agreed to in writing by Authority and Contractor.

B. Pursuant to Executive Order 123549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17, Contractor must be in good standing with the federal government, and may not be barred or suspended from federal financial assistance programs and activities, nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency for the duration of this Contract, or Authority may elect to terminate the Contract.

Contractor may not be listed on the Excluded Parties Listing System (EPLS) (<http://www.sam.gov>) prior to or during the Contract. The Contract will not be

awarded to Contractor if Contractor appears on the EPLS database as suspended or debarred.

- C. Pursuant to Office of Management and Budget Circular A-133, Contractor is provided the Catalog of Federal Domestic Assistance (CFDA) Numbers for programs administered on behalf of California Department of Social Services attached hereto as Exhibit C.

5.20 Bankruptcy: Contractor shall immediately notify Authority in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

5.21 Health Insurance Portability and Accountability Act (HIPAA): Contractor shall comply with, and assist SCHSA in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA), as follows.

- A. Use or Disclosure of Protected Health Information: Contractor may use or disclose protected health information (PHI) to perform its obligations under the Contract, provided that such use or disclosure does not violate this Agreement, is not prohibited by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the provisions of Title 42, United States Code, Section 1320d et seq. and Title 45, Code of Federal Regulations (C.F.R.), Parts 142, 160, 162 and 164, or does not exceed the scope of how Authority could use or disclose the information.

Contractor shall not use, disclose or allow the disclosure of PHI except as permitted herein or as required or authorized by law. Contractor shall implement appropriate safeguards to prevent use or disclosure of PHI other than as provided herein. At the request of and in the time and manner designated by Authority, Contractor shall provide access to PHI in a designated record set as required by 45 C.F.R. Section 164.524. Contractor shall report to Authority any use or disclosure of PHI not provided for herein or HIPAA regulations.

If Contractor provides PHI to a third party, including officers, agents, employees, volunteers, contractors and subcontractors, pursuant to the terms of the Contract, Contractor shall ensure that the third party complies with all HIPAA regulations and the terms set forth herein.

- B. Documentation and Accounting of Uses and Disclosures: Contractor shall document any disclosures of PHI in a manner that would allow Authority to

respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. Contractor shall provide Authority, in a time and manner designated by Authority, all information necessary to respond to a request for an accounting of disclosures of PHI.

- C. Amendments to Designated Record Sets:** In accordance with 45 C.F.R. Section 164.526, Contractor agrees to amend PHI in its possession as requested by an individual or as directed by Authority, in a time and manner designated by Authority.
 - D. Access to Records:** Contractor shall make available to Authority or the Secretary of the United States Department of Health and Human Services (HHS), in the time and manner designated by Authority or HHS, any records related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing Authority's compliance with HIPAA regulations.
 - E. Termination of Agreement:** Upon Authority's knowledge of a material breach of these provisions or HIPAA regulations, Authority shall, at its option, either provide Contractor with an opportunity to cure the breach or immediately terminate this Contract. If Contractor is given an opportunity to cure the breach but fails to do so within the time specified by Authority, Authority may terminate the Contract without further notice.
 - F. Destruction of PHI:** Upon termination of this Contract, Contractor shall return to Authority all PHI required to be retained and return or destroy all other PHI to comply with HIPAA regulations. This provision shall apply to PHI in the possession of Contractor's officers, agents, employees, volunteers, contractors and subcontractors who shall retain no copies of the PHI. If Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide Authority with notice specifying the conditions that make return or destruction not feasible. If Authority agrees that return of the PHI is not feasible, Contractor shall continue to extend the protections of this provision to the PHI for so long as Contractor or its officers, agents, employees, volunteers, contractors or subcontractors maintain such PHI.
- 5.22 Nondiscrimination:** Contractor agrees to the terms and conditions set forth in the "Nondiscrimination in State and Federally-Assisted Programs" addendum, attached hereto as Exhibit B and those terms and conditions are hereby incorporated into the Contract by reference.
- 5.23 Grievance Procedure:** If Contractor is required by ordinance, regulation, policy, the California Department of Social Services, Authority or other authority to have a procedure for filing and considering grievances, Contractor shall provide Authority with a copy of Contractor's grievance procedure prior to providing services under this Contract.

- 5.24** Child Abuse and Neglect Reporting: Contractor shall comply with all state and federal laws pertaining to the reporting of child abuse and/or neglect. Contractor's officers, employees, agents and volunteers shall report all known or suspected instances of child abuse and/or neglect to the Child Protective Services agency or other agency as required by Penal Code Section 11164 et seq.
- 5.25** Confidentiality: All information and records obtained in the course of providing services under this Agreement shall be confidential pursuant to Section 5328 of the Welfare and Institutions Code in accordance with applicable State and Federal law.
- 5.26** Patients' Rights: Contractor shall give the patients notice of their rights pursuant to and in compliance with: California Welfare and Institutions Code Section 5325 and 5325.1; California Administrative Code, Title 9, Chapter 1, Subchapter 4, Article 6. In addition, in all facilities providing the services described herein, the Contractor shall have prominently posted in the predominant languages of the community a list of the patient's rights.

ARTICLE 6. OBLIGATIONS OF AUTHORITY

- 6.01** Cooperation of Authority: Authority agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor
 2. Death of Contractor
- 7.02** Termination by Authority for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, Authority, at Authority's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of Authority: Authority may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

- 7.04** Termination of Funding: Authority may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for Authority and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the Authority as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and Authority laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.

- 8.06** Waiver: In the event that either Authority or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the Authority of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the Authority of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that Authority shall have the right to deduct from any payments contracted for under this Contract any amount owed to Authority by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If Authority exercises the right to reduce the consideration specified in this Contract, Authority shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's

heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.

- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES OF FOLLOWING PAGE)

IN WITNESS WHEREOF, Authority and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

SISKIYOU COUNTY IN-HOME
SUPPORTIVE SERVICES PUBLIC
AUTHORITY

Date: _____

NANCY OGREN, AUTHORITY BOARD
CHAIR

ATTEST:
LAURA BYNUM
Clerk, Board of the Authority

By: _____
Deputy

CONTRACTOR: Refined Technologies
Inc. (S Corporation)

Date: 7/1/2025

Signed by:
Greg Eby

DocuSigned by:
Greg Eby, CEO

Date: 7/1/2025

Signed by:
Marlou Eby

DocuSigned by:
Marlou Eby, CFO

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. ON FILE

ACCOUNTING:

Fund	Organization	Account	FY25/26	FY26/27
2127	502055	723000	\$6,000.00	\$6,000/00

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed: \$12,000/00

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

EXHIBIT A

A. SCOPE OF WORK

On behalf of the Siskiyou County Health In-Home Supportive Services (IHSS) Public Authority, Contractor agrees to provide the following services:

1. Provide the software for a registry that will make available data collection and reporting on IHSS consumers and providers. This includes the actual software design, delivery, training, and on-going technical support. Contractor will produce a software application that must:
 - a. Track home-care provider and home-care consumer information
 - b. Match providers and consumers based on pre-selected criteria
 - c. Generate automatic referral lists, letters, forms, etc. to be transmitted to consumers
 - d. Provide monthly reports on new providers, hours worked, monthly reports on registry outcomes, performance measures, etc.
2. Provide application Hosting and Support that includes the following:
 - a. Server application hosting
 - b. Daily data backups
 - c. Monthly Reporting
 - d. End User Support

B. COMPENSATION AND BILLING

1. County shall pay Contractor for scope of services described in Section A above FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per month, not to exceed TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00) for the July 1, 2025, through June 30, 2027 term.
2. Contractor shall provide to County a monthly itemized invoice, giving the dates and charges for the services. Billings will be submitted within 30 days following the month end of service. County shall pay invoices for claims of satisfactory work within thirty (30) days of presentation to the County.

Exhibit “B “

Other Insurance Provisions:

During the term of this Contract Refined Technologies shall obtain and keep in full force and effect:

1. Cyber Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Refined Technologies in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information.
The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
2. Certificate of Insurance and Endorsements: Refined Technologies shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 1. above and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by contractor and prior to any obligations of County, Refined Technologies shall file certificates of insurance with County showing that Refined Technologies has in effect the insurance required by this Contract. Refined Technologies shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**
3. Notice of Cancellation
Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Customer.**