

COUNTY OF SISKIYOU
CONTRACT FOR SERVICES
FOR BOARD OF SUPERVISORS SIGNATURE

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Health and Human Services Agency
Public Health Division
810 S. Main St
Yreka, CA 96097
(530) 841-2134 Phone
(530) 841-4092 Fax

And

CONTRACTOR: Medusind, Inc.
7035 Grand National Drive, Suite 100
Orlando, FL 32819
877.284.7362

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective February 1, 2026 and shall terminate on January 31, 2028, 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 County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County 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 County 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 County and the results of the work shall be monitored by Shelly Davis, Director, Public Health 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. County 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. County 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, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A". Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.

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

4.03 Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, 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. County shall not be responsible for any expense incurred by Contractor in performing services for County.

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 Shelly Davis, Director, Public Health 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 County.
- 5.04 Workers' Compensation:** Contractor shall maintain a workers' compensation plan, 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 workers' 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 the County harmless only to the extent permitted by law, and solely for third party claims arising out of the gross negligence or willful misconduct of the Contractor or Contractor's assistants, employees, or agents in the performance of services under this Contract. This indemnity shall not apply to any claims, liabilities, or expenses resulting from the acts, omissions, negligence, or willful misconduct of the County, its officers, employees, or agents. The County shall promptly notify Contractor in writing of any claim or action subject to this indemnity and shall cooperate with Contractor in the defense of such claims. Contractor shall not be responsible for any settlement entered into by the County without Contractor's prior written consent, which shall not be unreasonably withheld. Contractor agrees to maintain a policy of general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence or such amount as is mutually agreed upon in writing by the parties, naming the County as an additional insured only to the extent of Contractor's indemnification obligations as set forth herein. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County 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 County 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 with limits no less than One Million Dollars (\$1,000,000) per occurrence and automobile policy or policies of no less than One Million Dollars (\$1,000,000) per

accident for bodily injury and property damage; the County, 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 County 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 County. 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 County. The County 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 County.

- 5.07 Certificate of Insurance and Endorsements:** Contractor 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 5.04 and 5.10 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, contractor shall file certificates of insurance with County 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 Contract, 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.**
- 5.08 Public Employees Retirement System (CalPERS):** During the contract term and 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 County and such determination arises solely from the actions or omissions of Contractor, Contractor shall indemnify, defend, and hold harmless County 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 County provided that the indemnification obligation shall not apply where the County’s own actions, decisions, or misclassifications contributed to the determination of employee status. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County 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 County employee.

- 5.09 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the County, 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, contactors 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 Two Million and No/100 Dollars (\$2,000,000.00), or as determined in writing by County's Risk Management Department.
- 5.11 State and Federal Taxes:** As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
 - c. County will not withhold state or federal income tax from payment to Contractor.
 - d. County will not make disability insurance contributions on behalf of Contractor.
 - e. County 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 County, 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 County 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 County, and Contractor hereby agrees to deliver the same to the County 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 County 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 County 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 County.
- 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 County. For purposes of clarification, the sale of shares or interest, merger, acquisition, and/or joint venture, whether directly and/or indirectly, shall not be deemed an "assignment" under this Section and Contract.
- 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 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 County 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 County 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 County.

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.

5.20 Bankruptcy: Contractor shall immediately notify County 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 agrees to the terms and conditions set forth in the "Business Associates Agreement" attached hereto as Attachment "B" and those terms and conditions are hereby incorporated into the Contract by reference. Additionally, Contractor shall comply with, and assist SCHHSA 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 County 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 County, 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 County 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 County 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 County, in a time and manner designated by County, 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 County, in a time and manner designated by County.
 - D. Access to Records: Contractor shall make available to County or the Secretary of the United States Department of Health and Human Services (HHS), in the time and manner designated by County or HHS, any records related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing County's compliance with HIPAA regulations.
 - E. Termination of Agreement: Upon County's knowledge of a material breach of these provisions or HIPAA regulations, County 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 County, County may terminate the Contract without further notice.
 - F. Destruction of PHI: Upon termination of this Contract, Contractor shall return to County 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 County with notice specifying the conditions that make return or destruction not feasible. If County 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, County or other authority to have a procedure for filing and considering grievances, Contractor shall provide County 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 COUNTY

- 6.01** Cooperation of County: County 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 either party for Default: If either party defaults in the performance of this Contract or materially breach any of its provisions, the non-defaulting party may provide the defaulting party with written notice specifying the nature of the default or breach. If the defaulting party fails to cure the default or breach within thirty (30) days after receipt of such notice, the non-defaulting party may terminate this Contract..
- 7.03** Termination for Convenience: Either party may terminate this Contract at any time by providing a 90 days prior written notice to other party 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 prior to termination date.

- 7.04** Termination of Funding: County 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. LIMITATION OF LIABILITY

- 8.01** Limitation of Liability: Notwithstanding anything stated in this Contract to the contrary, Contractor liability to County and any third party, pursuant to this Contract and any related document, shall be limited by the following: (a) in no event shall Contractor be liable to County and/or any third party for any lost profits or punitive, consequential, incidental, special, or indirect damages, in any action arising from or related to this Contract, including the furnishing, performance or use of the services or materials provided hereunder, whether based in contract, tort including negligence, intended conduct or otherwise, including without limitation, damages relating to the loss of profits, income, goodwill or revenue, even if Contractor has been advised of the possibility of such damages; (b) under no circumstances shall Contractor's aggregate liability to the County and/or any third party arising from or related to this Contract exceed the amount of total Fees paid to Contractor by County under the Contract during the six month period immediately preceding the event giving rise to liability. The foregoing provisions sets forth the full extent of Contractor's liability under this Contract (monetary or otherwise), for any cause or action, regardless of the form in which any such claim or action may be asserted against Contractor (e.g., contract, negligence or otherwise). The provisions of this Section shall survive the termination of this Contract.

ARTICLE 9. GENERAL PROVISIONS

- 9.01** 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.
- 9.02** 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 County 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 County as provided herein or as otherwise required by law.

- 9.03 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.
- 9.04 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.
- 9.05 Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county 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.
- 9.06 Waiver:** In the event that either County 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.
- 9.07 Governing Law:** This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 9.08 Reduction of Consideration:** Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County 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 County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 9.09 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.
- 9.10 Time is of the Essence:** Time is of the essence in the performance of this Contract.

- 9.11 Materiality:** The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 9.12 Authority and Capacity:** Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 9.13 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.
- 9.14 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.
- 9.15 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 ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County 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.

COUNTY OF SISKIYOU:

Date: _____

Ray A. Haupt, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Medusind, Inc.

Date: 1/13/2026

Signed by:
Jose Rivero, CEO

Jose Rivero, CEO

Date: 1/14/2026

Signed by:
Megan Marshall, General Counsel

Megan Marshall, General Counsel

License No.: 4726349
(Licensed in accordance with an act providing for the registration of contractors)

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. 59-1604960

ACCOUNTING:

Fund	Organization	Account	FY25-26	FY26-27	FY27-28	Total
2175	401081	723000	\$11,000.00	\$60,000.00	\$35,000.00	\$106,000.00

If not to exceed, include amount not to exceed: \$106,000.00

Exhibit A



Medusind

Health Information Technology (HIT) & Revenue Cycle Management (RCM) Scope of Work

Introduction

This document is a comprehensive Health Information Technology (HIT) and Revenue Cycle Management (RCM) Scope of Work specifically designed to ensure proper *Billing System Implementation & Revenue Cycle Management* support for Medi-Cal billing services to Siskiyou County Health & Human Services Agency for medical services rendered, ensuring compliance with state regulations and maximizing reimbursement.

Background

Medusind offers a comprehensive menu of services that will increase financial sustainability to the nonprofit and private communities. Medusind has over 50 years of relevant experience providing focused and tailored solutions to the most complex challenges. Medusind has gained a reputation for listening carefully to the Client's needs, to accurately identify and prioritize critical issues, and to provide effective and manageable solutions.

Our able staff is well versed in all aspects of the revenue cycle management, documentation and coding, denial management, PPS rate setting, sliding fee scale, Medi-Cal managed care contract negotiation, eligibility verification, payment posting, credentialing and enrollment. Medusind will identify any points of friction in the client's revenue cycle and resolve them, therefore ensuring proper billing processes and quick reimbursements on services rendered. Our goal is to process clean claims the first time so that denials and rejections do not prevent timely reimbursements. By partnering with Medusind, the client will see an increase in revenue while decreasing the time spent on administrative and clinical functions. Medusind has a well-established track record of success, supported by a growing list of client attestations and recommendations. We make it our priority to know your business.

Scope of Work

Phase I: Billing Systems Assessment & Adoption:

1. **Needs Assessment:** Conduct comprehensive assessment of current Information System (CorEMR Solutions) to evaluate the clinical and billing functionality.
 - a. Based on findings from the need assessment, recommend adopting CorEMR Solution's internal Practice Management (PM) system for billing needs or recommend adopting other PM systems such as; Med Clarity, Office Ally, EZ Claim and appropriate PM systems contingent on budget and interoperability.
2. **Integration Capabilities:** Review that the PM system can seamlessly integrate with the existing electronic health record (EHR) functionality in order to bill Medi-Cal for services rendered.
3. **Requirements gathering:** Determine what features and functionality the practice requires in a Billing System for delivery of services
4. **Vendor demonstrations:** If needed, shortlist appropriate vendors that will conduct demonstrations of their products using presentations and simulations for the selection team. The selection team will then have the opportunity to ask questions.
5. **Selection:** Based on the cost, reporting needs and Medi-Cal billing requirements, the vendor will be selected in order to proceed with Medi-Cal billing.



Medusind

Phase II: Billing System Pre- Implementation

1. Selection team building: Selecting and organizing the individuals who will act as key stakeholders for successful implementation of PM adoption.
2. Planning and go-live preparation: With the help of the vendor, the project management team and representatives from the vendor will plan out how the PM Software will be deployed. Also, plans will be made for staff to be trained on the new PM system.
 - o Scheduling of implementation
 - o Information System database setup
 - o Clearinghouse & billing system set-up
 - o Testing and verification of billing data
 - o Submission of claims to Medi-Cal
3. Training and Support: Evaluate the training and ongoing support services provided by the Information system vendor to ensure that staff members have the resources they need to effectively use the system.
 - o Create a user training program
 - o Information System testing (unleashing it in a "live" practice environment at some point)

Phase III: Information System Post- Implementation (RCM Services)

1. Comprehensive Charge Review

- a. Data entry of all completed charges
 - o Including all CPT, HCPS, ICD-10, Modifiers and code linking
 - o Completed within 48 hours of charge submission
- b. Coding Review to properly identify services rendered or supplied by provider
 - o Including all CPT, HCPS, ICD-10 and Modifiers
- c. Claim Edits
 - o Management of claims through the Practice Management system and claim scrubbing prior to submission to clearinghouse or printing
- d. Claim Production Error Resolution
 - o Reviewing and resolving claim errors to ensure clean claims released to clearinghouse or printing

2. Claims Submission

- a. Electronic Claims Submission
 - o Enrollment with third-party payers
 - o Creation, submission and reconciliation of electronic claim files
- b. Paper Claims Submission
 - o Generating, printing and mailing paper claims
 - o Postage and mail fees are responsibility of client and will be included in invoice
- c. Claim Rejection Resolution
 - o Review and resolve clearinghouse rejections
 - Rejections may be passed to Client based on type of rejection
 - Eligibility/demographic/credentialing issues etc.



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3. Payment Posting

- a. Electronic Payment Posting
 - Enrollment, downloading, importing, posting and reconciliation of electronic payments received via clearinghouse
 - Payments posted according to Payment Log within 72 hours of receipt of remittance advice
- b. Paper Payment Posting
 - Posting and reconciliation of payments received via check or paper EOB
- c. Payment Log is saved/updated daily in SharePoint by Accounting and Revenue Cycle teams

4. AR- Denial Management

- a. Denial Resolution
 - Identify and manage denials by reason and remark codes
 - Categorize denials by payer and issue type
 - Denials may be passed to Client based on type of denial
 - Invalid CPT, invalid ICD-10, authorization etc.
 - Correction and resubmission of claims
 - Submission of Appeals where appropriate
- b. Insurance Accounts Receivable Management
 - Confirm status of submitted unpaid claims
 - Includes claim status inquiries, phone calls to third-party payers, payer portal inquiries etc.
 - Collectable claims will be addressed to ensure resolution and uncollectable claims will be allocated for adjustment
- c. Refunds and Overpayments
 - Identify, research and process refund requests with supporting documentation
 - Client is required to generate refund payments

5. Standard Reporting

- a. Weekly Reports
 - Clearinghouse Pass Through Rates
 - Denials
 - Incomplete/Unlocked Encounters
- b. Month End Close Reports
 - Encounters
 - Adjustment Detail
 - Charge Detail
 - Aging
 - Payment Detail
 - Unbilled Encounters



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- o AR Detail
- o Denials
- o Month end presentation

6. Client Meetings

- a. Bi-Weekly/Monthly with Revenue Cycle team
 - o Maintain agenda to ensure follow through and accountability of Client and Company
 - o Adjusted to meet needs of Client

7. Training & Support

- a. Evaluate the training and ongoing support services provided by the Information System vendor to ensure that staff members have the resources they need to effectively use the system.

8. Fee Structure

Fee Structure		
Phase I	1-2 month Duration	\$140 per hour
	Billing Systems Assessment & Adoption	capped at \$5,000
Phase II	2-4 month Duration	\$140 per hour
	Billing System Pre- Implementation	capped at \$6,000
Phase III	2027 - 12 months; 2028 - 6 months, for 18 months Total	Flat Fee
	Information System Post- Implementation (RCM Services)	\$5000 per month
Additional if applicable		
	Medclarity one-time fee	\$5,000

Exhibit "B"

ASSURANCE OF COMPLIANCE WITH THE SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY – PUBLIC HEALTH DIVISION NONDISCRIMINATION IN STATE AND FEDERALLY – ASSISTED PROGRAMS

CONTRACTOR HEREBY AGREES THAT it will comply with the nondiscrimination provisions of this contract as further described below and referenced in the California Department of Health Care Services Specialty Mental Health Services Agreement Exhibit E, Section 3 -

1) Consistent with the requirements of applicable federal law such as 42 C.F.R. §§ 438.6(d)(3) and (4) or state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. The Contractor will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. § 438.6(d)(3).

2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

Contractor agrees this assurance is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it received federal or state assistance.

ATTACHMENT "B"
BUSINESS ASSOCIATE AGREEMENT

Medusind, Inc.

This Business Associate Agreement (this "Agreement") is entered into by and between Medusind, Inc. ("Business Associate") and Siskiyou County Public Health, CA ("Covered Entity") in order to comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time (statute and regulations collectively referred to as "HIPAA").

RECITALS

Business Associate provides services ("Services") to Covered Entity that involve the creation, use, or disclosure of PHI under one or more agreements (each an "Underlying Agreement") and that are defined in HIPAA as business associate services.

Covered Entity and Business Associate are required by HIPAA to enter into a Business Associate Agreement with respect to the Services.

STATEMENT OF AGREEMENT

1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA; provided that PHI shall refer only to protected health information of the Covered Entity unless otherwise stated.

2. Compliance and Agents. Business Associate agrees that to the extent it has access to PHI, Business Associate will comply with the requirements of this Agreement with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, to whom Business Associate provides PHI received from, or created or received by Covered Entity will enter into a business associate agreement with Business Associate that includes the same restrictions and conditions as set forth in this Agreement. If Business Associate is required to carry out an obligation of Covered Entity under HIPAA, Business Associate will comply with applicable requirements of HIPAA that apply to Covered Entity in the performance of that obligation.

3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement or as required by law. Business Associate's use and disclosure of PHI shall comply with the provisions of HIPAA applicable to business associates. Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform Services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, and (c) to provide data aggregation functions to or for the benefit of Covered Entity. Business Associate may de-identify PHI. Business Associate may use the PHI received by it, if necessary, to manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it to manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person agrees to notify the Business Associate of any instances of which the person is aware that the confidentiality of the PHI has been breached. Covered Entity shall not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate physical, administrative, and technical safeguards as required by 45 CFR §§164.308-164.316,

dms.us.52343596.01

sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

5. Minimum Necessary. To the extent required by HIPAA, Business Associate will limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware.

7. Individual Access. In accordance with an individual's right to access to their own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.

8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.

11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in any Covered Entity's notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

12. Security Breach Notification. Business Associate will, following the discovery of a breach of "unsecured protected health information," as defined in 45 CFR §164.402, notify Covered Entity of such breach within 15 business days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach and other information required by HIPAA.

13. Term. This Agreement shall take effect on the effective date of the Underlying Agreement, and shall continue in effect unless and until either party terminates the Underlying Agreement.

14. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Business Associate and Covered Entity shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

15. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate maintains in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

16. Conflicts. The terms and conditions of this Agreement will override and control any conflicting term or condition of the Underlying Agreement. All non-conflicting terms and conditions of the Underlying Agreement shall remain in full force and effect. Any ambiguity in this Agreement with respect to the Underlying Agreement shall be resolved in a manner that will permit Covered Entity to comply with HIPAA.

IN WITNESS WHEREOF, Covered Entity and Business Associate execute this Agreement on the day and year first written below.

SISKIYOU COUNTY PUBLIC HEALTH DIVISION

By _____
Print Name: Ray A. Haupt
Its: Chair, Siskiyou County Board of Supervisors

MEDUSIND, INC.

By ^{Signed by:} Jose Rivero, CEO 1/13/2026
Print Name: Jose Rivero
Its: CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Medusind Inc. 6100 Waterford District Drive Ste. 450 Miami FL 33126 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Fire Ins. Co. of Hartford		20478
	INSURER B: The Continental Insurance Company		35289
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570115316301 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			8033545850	09/01/2025	09/01/2026	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8033454125	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Collision Deductible	\$1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			8033454139	09/01/2025	09/01/2026	EACH OCCURRENCE	\$15,000,000
							AGGREGATE	\$15,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			8033454156	09/01/2025	09/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570115316301

DESCRIPTION OF OPERATIONS /LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER Medusind Inc. 6100 Waterford District Drive, Ste. 450 Miami FL 33126 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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