AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Medi-Cal billing services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("COUNTY"), on behalf of its Sheriff Department, Jail Division, and Medusind, Inc. ("CONTRACTOR").

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A," Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A," Provisions A-2 through A-3.

2. TERM.

Commencement Date: September 1, 2024

Termination Date: December 31, 2026

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONTRACTOR and COUNTY approval.

CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR pursuant to this Agreement will be purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONTRACTOR waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONTRACTOR.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B." The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B."

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, unless an exception to this requirement is provided in Attachment "A," Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C."

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

The Captain of the Jail is the authorized representative for the Sheriff's Department and will administer this Agreement for the COUNTY. The President is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Services
Attachment B – Payment
Attachment C – Additional Provisions
Attachment D – General Provisions
Attachment E – Insurance Provisions
Attachment F – Bank ACH Authorization
Attachment G – HIPAA Business Associates Agreement
Attachment H – Access Use Terms
Attachment I – CPT End Users Terms
Attachment J – Definition of Terms

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9. TERMINATION

COUNTY and CONTRACTOR shall each have the right to terminate this Agreement upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2024.

"COUNTY"

COUNTY OF YUBA

Don Blaser, Chair
Board of Supervisors

"CONTRACTOR"

MEDUSIND, INC.

Jose Rivero,
Chief Executive Officer

INSURANCE PROVISIONS APPROVED:

Tiffany Manuel
Human Resource Director
& Risk Manager

APPROVED AS TO FORM:

for
Janet E. Bender
County Counsel

RECOMMENDED FOR APPROVAL:

Wendell Anderson, Sheriff

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ATTACHMENT A

SERVICES

A.1. CONTRACTOR'S SCOPE OF SERVICES AND DUTIES.

A.1.1. Phase I: Billing Systems Assessment & Adoption:

A.1.1.1. Needs Assessment: CONTRACTOR shall conduct comprehensive assessment of current Information System to evaluate the clinical and billing functionality.

a. Based on findings from the need assessment, CONTRACTOR shall recommend adopting appropriate Practice Management (PM) systems contingent on budget and interoperability.

A.1.1.2. Integration Capabilities: CONTRACTOR shall review the PM system and ensure that it can seamlessly integrate with the existing electronic health record (EHR) functionality in order to bill Medi-Cal for qualifying services rendered.

A.1.1.3. Requirements gathering: CONTRACTOR shall determine what features and functionality the COUNTY needs in a Billing System.

A.1.2. Phase II: Billing System Pre- Implementation

A.1.2.1. Selection team building: CONTRACTOR shall facilitate the successful implementation of a PM adoption including working with COUNTY and COUNTY's Jail Medical Provider.

A.1.2.2. Planning and go-live preparation: CONTRACTOR shall coordinate with the COUNTY project management team, and designated representatives from the contracted billing vendor, and create and implement a plan to deploy the PM Software. Also, CONTRACTOR shall train COUNTY staff on the new PM system. CONTRACTOR shall, at a minimum, be responsible for:

a. Scheduling and deploying the PM software
b. Information System database setup
c. Clearinghouse & billing system set-up
d. Testing and verification of billing data
e. Submission of claims to Medi-Cal

A.1.2.3. Training and Support: CONTRACTOR shall evaluate the training and ongoing support services provided by the Information System vendor to ensure that COUNTY staff members and Jail medical provider and staff have the resources they need to effectively use the system. CONTRACTOR shall also:

a. Create a user training program.
b. Implement Information System testing (implementing in a "live"

practice environment at some point)

A.1.3. Phase III: Information System Post- Implementation CONTRACTOR shall diligently coordinate and communicate with the COUNTY and Jail medical provider to ensure adequate and timely information is collected in order to facilitate Medi-Cal billing of in-custody clinical services. Upon the COUNTY's request, CONTRACTOR shall provide periodic updates regarding the sufficiency of the Jail medical provider's documentation in support of Medi-Cal billing for those services and notify the COUNTY of any problems in relation to Medi-Cal billing.

A.1.3.1. Comprehensive Charge Review– CONTRACTOR shall, at a minimum, review the following in preparation for claims submission:

a. Data entry of all completed charges to be billed to Medi-Cal
    i. Including all CPT, HCPCS, ICD-10, Modifiers and code linking
    ii. Completed within 48 hours of charge submission
b. Coding Review to properly identify services rendered or supplied by Jail Medical Provider
    i. Including all CPT, HCPCS, ICD-10 and Modifiers
c. Claim Edits
    i. Management of claims through the Practice Management system and claim scrubbing prior to submission to clearinghouse or printing
d. Claim Production Error Resolution
    i. Review and resolve claim errors to ensure error-free claims are released to clearinghouse or printed for submission for reimbursement

A.1.3.2. Claims Submission – CONTRACTOR shall, at a minimum, complete the following for the submission of Medi-Cal claims to the Department of Health Care Services for reimbursement to COUNTY:

a. Electronic Claims Submission. CONTRACTOR shall be responsible for using the electronic claims submission as the primary submission method. CONTRACTOR shall be responsible for:
    i. Enrollment with third-party payers
    ii. Create, submit, and reconcile electronic claim files
b. Paper Claims Submission
    i. Generate, print, and mail paper claims
    ii. Postage and mail fees are the responsibility of the COUNTY and CONTRACTOR will include those costs in its monthly invoice to COUNTY
c. Claim Rejection Resolution
    i. CONTRACTOR shall also be responsible for reviewing and resolving clearinghouse rejections of claim submissions.
        a. If rejections of claims are due to incomplete or inadequate

Medi-Cal eligibility and demographics information, CONTRACTOR shall share that information with the COUNTY so that COUNTY may address those issues.

A.1.3.3. Payment Posting

a. Electronic Payment Posting Method. CONTRACTOR shall be responsible for using the electronic payment posting method as the primary payment posting method. CONTRACTOR shall be responsible for:
    i. Enrollment, downloading, importing, posting, and reconciliation of electronic payments received via clearinghouse
    ii. Payments posted according to Payment Log within seventy - two (72) hours of receipt of remittance advice
b. Paper Payment Posting Method. CONTRACTOR may use the paper payment posting method as an alternative when electronic payment posting method is not available.
    i. CONTRACTOR shall also be responsible for posting and reconciliation of payments received via check or paper Explanation of Benefits (EOB)
    ii. CONTRACTOR shall monitor the Response Reports from the State which provides the number of claims submitted and accepted, ensuring all claims are received and to promptly address any errors.
c. Payment Log. CONTRACTOR's Accounting and Revenue Cycle teams shall create and maintain a Payment Log that is saved and updated daily in a SharePoint folder. The SharePoint will be developed and maintained by CONTRACTOR. CONTRACTOR shall provide access to COUNTY's Project Management Team.

A.1.3.4. AR- Management of Claim Denials. CONTRACTOR shall be responsible for the management of claim denials for Medi-Cal reimbursement costs.

a. Denial Resolution. CONTRACTOR shall, at a minimum:
    i. Identify and manage denials of claims by reason and remark codes
    ii. Categorize claim denials by payer and issue type
    iii. Denial of claims will be the responsibility of CONTRACTOR. If the denial was based on incomplete information or inadequate Medi-Cal eligibility and/or demographics information including but not limited to address, date of birth, or insurance number, it may be necessary for the County to provide CONTRACTOR additional information and/or clarification for resubmission.
    iv. Correction and resubmission of claims. CONTRACTOR shall be responsible for correcting and resubmitting all claims.
    v. Submission of Appeals. Following a final denial of claim, CONTRACTOR shall promptly notify the COUNTY and make a recommendation as to whether an appeal may be appropriate. If the

COUNTY decides to appeal the decision, COUNTY will notify CONTRACTOR then CONTRACTOR shall be responsible for timely completing and submitting the appeal.

b. Insurance Accounts Receivable Management. CONTRACTOR shall be responsible for the management of unpaid claims, including but not limited to:
   i. Confirming status of submitted unpaid claims.
      (a) Claim status inquiries, phone calls to third-party payers, payer portal inquiries;
   ii. Addressing collectable claims to ensure resolution and uncollectable claims will be allocated for adjustment;

c. Refunds and Overpayments. CONTRACTOR shall be responsible for identifying and promptly notifying the County of any refunds due and/or overpayments. CONTRACTOR shall specifically:
   i. Identify, research, and process refund requests timely with supporting documentation. The County is responsible for issuing the refund payment.

A.1.3.5. Standard Reporting. CONTRACTOR shall be responsible to provide the COUNTY with reports. The CONTRACTOR shall coordinate with the COUNTY to ensure all necessary information is included in the reports. During the term of the contract, the COUNTY may require additional information be included in the reports.

a. Weekly Reports. The CONTRACTOR shall provide bi-weekly reports to the COUNTY on Fridays. Bi-Weekly reports shall contain, at minimum:
   i. Clearinghouse Pass Through Rates
   ii. Denials of Claims
   iii. Incomplete/Unlocked Encounters

b. Month End Close Reports. The CONTRACTOR shall provide the COUNTY monthly reports, including but not limited to:
   i. Encounters
   ii. Adjustment Detail
   iii. Charge Detail
   iv. Aging
   v. Payment Detail
   vi. Unbilled Encounters
   vii. Account Receivables Detail
   viii. Denials

A.1.3.6. Client Meetings

a. CONTRACTOR shall meet monthly or up to bi-monthly with the Revenue Cycle team for the purpose of routine sharing of information bi-directionally and ensuring the project is meeting the COUNTY's expectations.
   i. CONTRACTOR shall include an agenda and provide necessary

information to ensure compliance with CONTRACTOR's roles and responsibilities.

ii. CONTRACTOR shall adjust its meetings to accommodate the COUNTY's needs.

A.1.3.7. Training & Support

a. CONTRACTOR shall 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.

A.2. THE COUNTY'S SCOPE OF SERVICES AND DUTIES.

A.2.1. The COUNTY will pay CONTRACTOR's fees in a timely manner, but in any event no later than thirty (30) calendar days following transmission of CONTRACTOR's invoice for Services.

A.2.2. The COUNTY will ensure that CONTRACTOR receives in a timely fashion all payments and remittances, whether payments, denials, correspondence and the like, from COUNTY's lockbox processing entity or directly from COUNTY, but in any event, no later than thirty (30) calendar days from any such receipt.

A.2.3. The COUNTY must utilize all of the header forms, and accurately complete the forms required for the proper submission of remittances, billing, correspondence, and pending information. as required by Medi-Cal.

A.2.4. The COUNTY will, as soon as practicable, notify CONTRACTOR in writing of any new facts which become known to the COUNTY that may adversely affect or impact the data submitted, billings or collections, and the COUNTY will, as soon as practicable, also notify CONTRACTOR in writing of any errors in the Activity Forms provided to CONTRACTOR.

A.2.5. Upon CONTRACTOR's written request, the COUNTY will provide any additional relevant information required for billing and collections. The COUNTY agrees to provide a response within sixty (60) business days to all inquiries and requests from CONTRACTOR for information related to the Services. The COUNTY will also agree to provide relevant information and sign requisite documents and authorizations required by payers or CONTRACTOR which may be deemed reasonably necessary by CONTRACTOR in order to implement any portions of the Service Agreement, provided it is not privileged or contrary to any state or federal law.

A.2.6. The COUNTY will provide CONTRACTOR a list of COUNTY employees ("users") that will require access to CONTRACTOR's systems and will ensure that these users exclusively utilize their own credentials (username and password) in accessing these systems. COUNTY assures CONTRACTOR that no user will share usernames and/or passwords.

A.2.7. The COUNTY will comply with all technical requirements for receiving Billing Services from CONTRACTOR. CONTRACTOR reserves the right to implement new technical requirements for providing service. The COUNTY is wholly responsible for purchasing, implementing and utilizing new technical requirements. CONTRACTOR shall notify COUNTY of the intent to implement of new technical requirements in writing at least sixty (60) days prior to implementation.

A.2.8. The COUNTY shall comply with, and shall ensure that each of its users comply with, the access and use terms as specified in **Attachment H – Access and Use Terms**.

A.2.9. The COUNTY will, to the best of its ability, work with its Jail medical provider as it relates to the terms of this agreement. While the current electronic health record system is owned and operated by COUNTY's Jail medical provider, the records contained within the system as it relates to services provided at the Yuba County Jail are the property of COUNTY.

A.2.10. Should, at any time during the term of this Agreement, COUNTY change the Jail's medical provider and/or begin utilizing a different EHR, this Agreement shall be amended by the parties, including a revised scope of work and budget as agreed upon by the parties.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

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A.5. COUNTY DETAILS

CLIENT INFORMATION:	ADDITIONAL CLIENT INFORMATION:
County of Yuba, Sheriff's Department, Jail Division **Full Legal Name**	(530) 749-7740 (530)741-6271 **Phone** **Fax** **Email** bspear@co.yuba.ca.us
215 5th Street **Legal Address of Client**	CalAIM Justice-Involved Initiative **Specialty**
Marysville, CA 95901 – Yuba County **City** **County** **State** **Zip**	8 1 **# of Providers** **# of Locations**
☑ **Direct Deposit** **(sign attached Bank ACH authorization form)**	**Employee Identification Number (EIN): 94-600549**

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ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 Integration Fees (One-Time Set Up Fees)

Medclarity® PM & Billing Integration Fees:	**Fees**	**Total Cost**
Integration with Electronic Medical Record (EMR)	$ 3,500 per EMR	$3,500

B.1.1 Integration Fee is due and payable upon execution of this Agreement.

B.2 Phase Fees

Phase	Hourly	Total Cost
Phase I- Billing Systems Assessment and Adoption	$140/ per hour	$11,250 for Phase I
Phase II- Billing System Pre-Implementation	$140/ per hour	$18,750 for Phase II

B.3 Revenue Cycle Management (RCM) Billing Fees (Charged Monthly)

$2,500 per month

B.4 TRAVEL COSTS. COUNTY shall not pay CONTRACTOR for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONTRACTOR per diem rates in effect on the date of invoice upon presentation of invoices.

B.5 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended by both parties in advance of performing additional services, and only if authorized by law and appropriately funded.

B.6 BILLING PROVISION. On a monthly basis, CONTRACTOR shall submit an invoice for payment after the completion of services but no later than the tenth (10^{th}) day of the month following the provision of services.

B.7 FULL COMPENSATION. Each invoice approved and paid shall constitute full and complete compensation to CONTRACTOR for the period of service covered by the invoice.

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ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING. CONTRACTOR and COUNTY agree that this Agreement may, at the sole discretion of the COUNTY, be determined null, void, and unenforceable if all or part of the federal or state funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY.

C.2. FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3. HEALTH AND SAFETY STANDARDS. CONTRACTOR agrees to adhere to all health and safety standards as set forth by the State of California and/or the County of Yuba, including standards set forth in the Injury and Illness Prevention Program.

C.4. DRUG FREE WORKPLACE. CONTRACTOR warrants that it is knowledgeable of the provisions of Government Code section 8350 et seq. in matters relating to providing a drug-free work place. CONTRACTOR agrees that CONTRACTOR will execute appropriate certifications relating to Drug Free Workplace.

C.5. INSPECTION. CONTRACTOR's performance, place of business, and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of COUNTY, the State of California, and the United States government.

C.6. RECORD RETENTION. CONTRACTOR agrees to maintain and preserve accurate and complete records of the dates and types of services provided under this Agreement until three years after termination of Agreement and/or final payment, whichever is later. CONTRACTOR shall permit the State, or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers and records related to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until the completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

C.7. CONFIDENTIALITY. CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that

is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.8. DEBARMENT. COUNTY has verified that the CONSULTANT does not hold any debarment or suspension filings as verified at www.SAM.gov. If a new debarment action arises during the term of this agreement, COUNTY reserves the right to suspend or terminate this contract without penalty.

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ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS. At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONTRACTOR shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONTRACTOR and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONTRACTOR shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONTRACTOR is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent contractor, CONTRACTOR is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONTRACTOR to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONTRACTOR may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the CONTRACTOR.

D.1.7 As an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed. Failure of the CONTRACTOR to comply with this provision shall authorize the COUNTY to immediately terminate this Agreement notwithstanding any other provision in this Agreement to the contrary.

D.3 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.4 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, or for identity theft, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or sub-contractors.

D.5 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.6 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONTRACTOR's profession.

D.9 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest," as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.11 TERMINATION. Upon termination of this Agreement as otherwise provided herein, CONTRACTOR shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONTRACTOR pursuant to this Agreement.

D.11.3 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall

furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONTRACTOR may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 NON-DISCRIMINATION. Throughout the duration of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990. In addition to application of the non-discrimination provision of this Agreement, above, CONTRACTOR agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of COUNTY, and CONTRACTOR agrees to deliver

reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this Agreement.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such

party, its successors and assigns.

D.22 MODIFICATION. No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST. Neither a COUNTY employee whose position in COUNTY enables such employee to influence the award of this Agreement or any competing Agreement, nor a spouse or economic dependent of such employee,

shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement.

CONTRACTOR may be subject to the disclosure requirements of the COUNTY conflict of interest code if in a position to make decisions or influence decisions that could have an effect on the CONTRACTOR's financial interest. The County Administrator shall determine in writing if CONTRACTOR has been hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in the Yuba County Conflict of Interest Code.

D.31 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to COUNTY:

Yuba County Sheriff's Department
Attn: Sheriff Anderson
720 Yuba Street
Marysville, CA 95901

With a copy to:
County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to CONTRACTOR:

Medusind, Inc.
6100 Waterford District Drive, Suite 450
Miami, FL 33126
Attn: Jose Rivero, CEO
Email: Jose.rivero@medusind.com

With a copy to:
Email: legal@medusind.com

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ATTACHMENT E

INSURANCE PROVISIONS

E.1 INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

E.2 MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.2.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

E.2.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

E.2.4 Professional Liability (Errors and Omissions) Insurance as appropriate to CONTRACTOR's profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If the CONTRACTOR maintains higher and/or broader limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher and/or broader limits maintained by CONTRACTOR.

E.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.4 Additional Insured Status. COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR

including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.5 Primary Coverage. For any claims related to this contract, **CONTRACTOR's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.6 Notice of Cancellation. Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY**.

E.7 Waiver of Subrogation. CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.9 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.10 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

E.10.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.10.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

E.11 Verification of Coverage. CONTRACTOR shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy

language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.12 Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.13 Special Risks or Circumstances. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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ATTACHMENT F

BANK ACH AUTHORIZATION FORM

Client hereby authorizes Medusind, Inc. ("Medusind"), or its designee, to electronically **credit** the account referenced below, by way of ACH, for payments due to client. Client understands that this authorization will remain in full force until Medusind receives written notification of its termination.
Name of the Bank: US Bank
Bank Account Number: 18442611
Client Name: County of Yuba
Bank Account Holder's Name (If different from Client Name): Yuba County Treasurer
Bank Routing / ABA (required 9 digits): 021052053
Reference: Sheriff – CalAIM Justice-Involved Initiative – Jail
Type of Account: **Checking**
Savings Authorizer's Name: n/a
Execution Date
Authorized Signature:

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ATTACHMENT G

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the "Agreement") between Medusind, Inc. (the "Business Associate") and the County of Yuba (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

1. Purpose. This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, maintain, transmit, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and the Omnibus Rule (the "Final Rule") published on January 17, 2013.

2. Regulatory References. All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. "Business Associate" shall have the same meaning as the term "Business Associate" in Section 160.103, and in reference to the party to this Agreement, shall mean the party identified above as the "Business Associate".

(b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.

(c) Covered Entity. "Covered Entity" shall mean the County of Yuba, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(e) Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted by or maintained in electronic media or transmitted or maintained in any other form or medium limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. "Individual" shall have the same meaning as the term "Individual" in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. "Master Agreement" shall mean the contract or other agreement to which this Attachment is attached and made a part of.

(h) Minimum Necessary. "Minimum Necessary" shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d): *Standard: Minimum Necessary.*

(i) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

(l) Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.

(m) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in Section 164.402, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

4. Compliance with the HIPAA Privacy and Security Rules.

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. Permitted Uses and Disclosures.

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Exhibit 1 to this Attachment, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized persons and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other

than the person committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified

Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any person, agent, subcontractors, or other representative to whom it provides Protected Health Information received from, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any person, agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created, received, maintained, or transmitted by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. Entire Agreement. This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. Notices.

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Steve Oehler, Assistant Director, Administrative Services
Yuba County Information Technology
915 8th Street
Marysville, CA 95901
Soehler@co.yuba.ca.us

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. Lost Revenues; Penalties/Fines.

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below:

COUNTY

By:_____ On:_____
Don Blaser, Chair, Board of Supervisors (Date)

MEDUSIND, INC.

By:_____ On: 11/22/24
Jose Rivero, Chief Executive Officer (Date)

APPROVED AS TO FORM:

_____ for
Janet E. Bender
Yuba County Counsel

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HIPAA BUSINESS ASSOCIATE PROVISIONS
EXHIBIT 1

As provided in Paragraph 5 of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified below, or as otherwise specified in the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Authorized Purposes:

Provide secure, HIPAA compliant group video conferencing, texting, device integration and health data visualization including.

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ATTACHMENT H

Access and Use Terms

I. Client Systems Access and Use Terms

A. Definitions.

1. "**Client Systems**" means Client's systems and technologies listed below and any other Client system necessary for Medusind to perform the Services.
   (a) Health Information Management / Encounter systems (including electronic medical record, encoder, and any other available Health Information Management systems), such as:
      i. Electronic medical record system;
      ii. Imaging system (if applicable);
      iii. CAC (computer assisted coding system)
      iv. Encoder system and any other Client system necessary for Medusind to perform the Services
2. **"Credentials"** means usernames and passwords assigned by Client to Medusind personnel.
3. "**System Access**" means access to Client Systems through a Citrix, VPN or other connection, whichever is best suited for optimal data security and performance of the Services, with permissions adequate to allow personnel to perform the Services.

B. Client Systems Access and Use.

1. **Client Obligations**. As necessary for Medusind to perform the Services, Client shall provide Medusind personnel System Access to the Client Systems pursuant to the following:
   (a) Client Systems shall have security protocols in place that at a minimum meet the requirements of HIPAA, HITECH or applicable state privacy and data security laws, to the extent state law takes precedence over HIPAA or HITECH in accordance with 45 CFR Sections 160.201 et seq.
   (b) Client shall provide Medusind personnel with the minimum necessary privileges required to access Client Systems for Medusind to perform the Services.
   (c) Unless otherwise specified in this Agreement, Client shall bear all costs relating to the set up and maintenance of the System Access and any Client System licensing costs necessary to allow Medusind personnel and applicable Medusind management to access and utilize Client Systems necessary to provide the Services. Further, if and when needed, Client shall be responsible to provide Medusind personnel performing the Services training on Client Systems at reasonable effort.

(d) Client shall provide Medusind a documented process for System Access requests (logins) and estimated timeframe for completion and receipt by Medusind. Medusind requires System Access in order to secure and perform appropriate training for personnel to perform the Services. Medusind will only secure personnel in advance of System Access with agreement from Client for payment of unproductive time for such resources in the event of delay.

(e) Upon request from a Medusind team lead, Client will provide Credentials directly to new Medusind personnel so that such new Medusind personnel may access Client Systems. Client shall ensure that such Credentials are unique so that Medusind personnel are not required to share Credentials amongst each other.

(f) Client will deploy Client System(s) initiated mandatory password change updates every ninety (90) days to Medusind personnel.

(g) On a quarterly basis, Client will provide to Medusind a current list of the Medusind personnel with active Credentials on Client Systems.

(h) Client will install and maintain the most up to date industry standard anti-virus, anti-malware software versions available, including but not limited to up to date definition files, on Client Systems for which personnel have been granted access by Client.

(i) Client warrants that it has or will obtain the necessary authority and consent from third party licensors to provide Medusind personnel performing the Services access to the Client Systems; and

(j) Client shall provide Medusind notice in writing not less than five (5) business days prior to any planned Client System downtime that will impact Medusind's personnel from completing the Services.

C. ***Medusind Obligations.*** Medusind shall support access to Client Systems in accordance with the following terms:

1. A Medusind team lead will request Credentials from Client for Medusind personnel to access the Client Systems needed to deliver the Services. Medusind personnel will be granted System Access in accordance with the terms of this Schedule and the Agreement.
2. Personnel will complete password changes when prompted by Client Systems pursuant to Section I(B)(1)(f) above.
3. Medusind will inform and train Medusind personnel of their obligation to safeguard Credentials and prohibit the sharing of Credentials with anyone other than their supervisor or the Medusind IT Security Team.
4. Quarterly, Medusind will review of the list of active Credentials it receives from Client and reconcile such list against its roster of Medusind personnel assigned to provide Services to Client. Medusind will review the results of its quarterly reconciliation with Client.

Medusind agrees to notify Client when any Medusind personnel separates employment from Medusind within three (3) business days of such separation so that Credentials can be terminated by Client.

II. Medusind or its Third Party Technology Access and Use Terms

A. Definitions. Any capitalized term that is not otherwise defined herein will have the same meaning as defined in the SOW or the Agreement.

1. **"Authorized User(s)"** means Client personnel that are issued a username by Medusind or its third-party technology vendor(s) ("Medusind(s)") for access to the Technology.
2. **"Technology"** means the web-based proprietary platforms owned by Medusind or licensed by Medusind from Vendors, together with their software functionality and associated databases.

B. *Technology License and Ownership.*

1. Medusind grants Client a non-exclusive, non-transferable sublicense to access and use the Technology during the SOW Term in accordance with the terms and conditions set forth in this Schedule. The Technology may be modified from time to time through system updates and upgrades.
2. The Technology, including software code and other functional components thereof, is owned or licensed by Medusind. Any ideas, advice, recommendations, suggestions, enhancement requests, feedback or proposals provided by Client to Medusind that is of generalizable knowledge and not specific to Client and does not contain Client Confidential Information ("Feedback"), by their receipt grant Medusind (or Vendors, as applicable) a royalty free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to commercialize, use and incorporate such Feedback into the Technology or use as it otherwise deems necessary or desirable in its business.

C. Authorized User Terms.

1. Client access to the Technology is on a limited, non-exclusive, non-transferable basis only during the SOW Term. Client agrees that it will access the Technology only through its Authorized Users solely for the benefit of Client's business.
2. Client will notify Medusind when an Authorized User ceases to perform work on behalf of Client so that Medusind or Medusind(s) may terminate such Authorized User's access to the Technology. Medusind may terminate an Authorized User's access to the Technology if such Authorized User breaches any term of this Schedule. Medusind will make reasonable efforts to notify Client prior to terminating an Authorized User's access to permit Client to remedy any violation. Client (i) will ensure that each Authorized User complies with the applicable provisions of this Schedule; and (ii) is responsible for all acts and omissions of any Authorized User in connection with that Authorized User's access to and use of the Technology.
3. Medusind reserves the right to restrict or terminate an Authorized User's access to the Technology if Medusind determines in its reasonable

discretion that such access has an adverse effect on Medusind or Medusind(s), including, without limitation, with respect to Medusind' or Medusind(s)' businesses, their customers, or the Technology.

4. Client and its Authorized Users will not (i) resell, lease, sublicense, encumber, copy, distribute, publish, or transmit the Technology to any third party; (ii) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on the Technology; (iii) use the Technology in a manner that delays, impairs, or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software, or system input or output; (iv) enter data in the Technology that is threatening, harmful, lewd, offensive, defamatory, or that injures or infringes the rights of others; (v) apply systems to extract or modify information in the Technology using technology or methods such as those commonly referred to as "web scraping," "data scraping," or "screen scraping"; or (vi) use the Technology or any part or aspect of them for any unlawful purpose or to mislead or harass anyone. Use of or access to the Technology not in accordance with the terms of this Schedule is strictly prohibited. Medusind may, in its sole discretion, limit or suspend permission to access or use this Technology immediately if the terms of this Section are violated.

Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE TECHNOLOGY IS PROVIDED "AS IS" WITH ALL FAULTS AND DEFECTS. VENDOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM, OR USAGE IN TRADE.

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ATTACHMENT I

CPT End Users Terms

The following CPT End User Terms are hereby incorporated into this SOW and are applicable to Client and its personnel ("End User(s)") access and use of Medusind's practice management system, MedClarity ("Licensed Product"). End User's access to and use of the American Medical Association's ("AMA") CPT editorial content ("Licensed Content") is made available to Medusind (Licensee) for sublicensing pursuant to Medusind's license agreement with the AMA.

a) Licensed Content is copyrighted by the American Medical Association and CPT is a registered trademark of the AMA.

b) Licensee, as a party to a license agreement with the AMA, is authorized to grant End User a limited, non-exclusive, non-transferable, non-sublicensable license for End User to use Licensed Content in Licensee's Licensed Product(s), for the sole purpose of internal use by End User within the Territory. Upon termination or expiration of the Agreement between Licensee and AMA, Licensee shall notify End User. End User shall continue to have the right to use Licensed Content in the Licensee's Licensed Product(s) for the remainder of year of the then-current annual release (e.g., through the end of the applicable calendar year) ("End User Tail Period"). End User's continued use of the Licensed Content during the End User Tail Period is subject to End User's continued compliance with all its obligations under these terms. Upon the expiration of the End User Tail Period, the sublicense granted under these terms shall automatically terminate.

c) The provision of updated Licensed Content in the Licensed Product(s) is dependent on a continuing contractual relationship between Licensee and the AMA.

d) End User is prohibited from making Licensed Content publicly available; creating derivative works (including translating) of the Licensed Content; and transferring, selling, leasing, licensing, or otherwise making available the Licensed Content, or a copy or portion of Licensed Content, to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.

e) **End User expressly acknowledges and agrees to the extent permitted by applicable law, use of the Licensed Content is at End User's sole risk and the Licensed Content is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The Licensed Content does not replace the AMA's *Current Procedural Terminology* book or other**

appropriate coding authority. The coding information contained in the Licensed Content should be used only as a guide.

f) End User is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by the Licensee, of the same type as required of Licensee under this Agreement. End User consents to the release of such information to the AMA. End User further agrees to provide, without delay, additional information that the AMA (as a third-party beneficiary) may reasonably request, to verify the information. Nothing herein shall require End User to submit or release information that would cause End User to be in violation of applicable federal or state privacy laws.

g) The following *U.S. Government End Users* notice shall be included:

U.S. Government End Users. CPT is commercial technical data, which was developed exclusively at private expense by the American Medical Association (AMA), 330 North Wabash Avenue, Chicago, Illinois 60611. This agreement does not grant the Federal Government a direct license to use CPT based on FAR 52.227-14 (Data Rights – General) and DFARS 252.227-7015 (Technical Data – Commercial Items).

h) End User must ensure that anyone with authorized access to the Licensed Product(s) will comply with the provisions of the End User Agreement.

i) AMA shall be named as a third-party beneficiary of the End User Agreement.

j) End User expressly consents to the release of its name to the AMA.

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ATTACHMENT J
DEFINITION OF TERMS

Practice Management (PM) System	Software supported through CONTRACTOR that supports the billing and administrative tasks for billing as it relates to this Agreement.
Electronic Health Record (EHR) / Electronic Medical Record (EMR)	For the purpose of this agreement, EHR and EMR are interchangeable and refer to an electronic format of medical records either stored and maintained on a computer, web-based platform, or electronic system.
CalAIM Medi-Cal	California's 1115 Waiver to allow for up to 90 days of in-custody clinical services to be claimable to Medi-Cal (CA's Medicaid insurance)
Selection Team	Key County personnel responsible for the success of the project as it relates to this Agreement.
Youth Detention Center Medical Provider	County's paid primary provider of clinical medical and behavioral health services provided within the Tri-County Youth Detention Center.
Project management team	Key County personnel tasked with oversight and decision making as it relates to this Agreement.
Encounters	Refers to the point at which transactions between patient/inmate and clinical professional takes place. This includes, but is not limited to incomplete, unlocked, unbilled, and/or billed encounters within the facility as it relates to this Agreement.
Revenue Cycle team	Contractor's team of personnel responsible for all administrative and clinical functions that contribute to the capture, management, and collection of patient service revenue.
Charge Review	Process where Contractor examines the charges to be submitted on behalf of the County for medical and behavioral health services to verify the amount is accurate and aligns with established reimbursement rates for Medi-Cal.
Current Procedural Terminology (CPT)	A numeric coding system used to identify medical services and procedures for which health care professionals bill insurance programs
Healthcare Common Procedure Coding System (HCPCS)	Standardized set of medical codes used to represent medical procedures, supplies, products, and services used by health care professionals, physicians, and insurance programs to process insurance claims.
ICD-10	Coding system used by health care providers to document patient diagnoses and procedures, often used to classify medical conditions, symptoms, and procedures.

Explanation of Benefits (EOB)	A statement from a health insurance provider that explains what services were paid for and how much the patient is responsible for.
Claim scrubbing	Process of reviewing medical claims for errors prior to submitting them for Medi-Cal reimbursement.
Payment Log	Defined as tracking of payment received by county from the payer for services rendered (Medicaid)
Remark Codes	A code commonly used within the healthcare industry to communicate non-financial information about a health insurance claim.
Clearinghouse Pass Through Rate	Measure of the percentage of claims that are processed without errors or rejections from the Practice Management System to the Clearinghouse.
Incomplete/Unlocked Encounters	Documented clinical encounters that have not yet been completed or signed within an electronic health record system.
Encounters	Documented interaction between a patient and healthcare provider for the purpose of providing clinical services or evaluations.
Adjustment Detail	The details of claims not yet paid.
Charge Detail	Information about the services and/or supplies provided to a patient as well as the costs associated with those services.
Aging	A metric that tracks the age of outstanding claims.
Payment Detail	The details of a claim for payment.
Unbilled Encounters	Encounters that have been completed and documented, but not yet submitted for reimbursement.
Account Receivables Detail	Details of the Medi-Cal claim reimbursements.
Denials	When Medi-Cal refuses to reimburse a submitted claim for a service or supply.