



RESOLUTION No. 25-563

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE EXECUTION OF THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND MEDUSIND INC., TO BECOME THE THIRD-PARTY MEDI-CAL BILLER FOR THE SHERIFF'S OFFICE FOR CALAIM JUSTICE-INVOLVED (JI) PRE-RELEASE SERVICES FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$150,000 AND FOR THE CONTRACT TERM OF DECEMBER 15, 2025 THROUGH DECEMBER 14, 2026 AND APPROVE THE RELATED BUDGET AMENDMENT (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, Assembly Bill (AB) 133 (Chapter 143, Statutes 2021) and the five-year amendment and renewal section 1115 demonstration authorizes Providing Access and Transforming Health Supports (PATH) funding to address the unique healthcare needs of individuals involved in the justice system; and

WHEREAS, on January 26, 2023, California became the first state in the nation to receive federal approval to offer a targeted set of Medicaid services to Medi-Cal eligible youth and adults in state prisons, county jails, and youth correctional facilities for up to 90 days prior to release; and

WHEREAS, the Department of Health Care Services (DHCS) is requiring that the County collaborate with the State, other agencies and health care providers to enhance the Medi-Cal healthcare delivery system for justice-involved populations who often face complex health challenges, including mental health disorders, substance abuse, chronic medical conditions, and social determinants of health that significantly impact their overall well-being; and

WHEREAS, the DHCS, in order to support counties in planning and implementation of this CalAIM Justice-Involved Reentry Initiative, has offered a grant opportunity entitled "CalAIM PATH/JI Capacity Building Round 3", as outlined in the guidance memo dated April 2023; and

WHEREAS, the Nevada County Sheriff's Office desires to enter into a contract with Medusind Inc. to become the third-party Medi-Cal billing provider for pre-release services rendered. The grant funds awarded on August 7, 2023, offered to support to counties in implementing the CalAIM Justice-Involved Initiative, will be utilized by the Nevada County Sheriff's Office to pay for the contract term.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Nevada County Board of Supervisors, of the County of Nevada, State of California, that the Professional Services Contract between Medusind Inc. and County of Nevada for third-party billing services in the maximum not to exceed amount of \$150,000 for the 12 month term beginning December 15, 2025, and ending December 14, 2026, is approved, and the Chair of the Board of Supervisors is authorized to execute the contract on behalf of the County of Nevada and directs the Auditor-Controller to amend the Sheriff's Office Fiscal Year 2025/26 budget (4/5 affirmative vote required) as follows:

Increase:

1720 20301 153 1000 / 550700	\$150,000
0101 20301 153 1000 / 474000	\$150,000
0101 20301 153 1000 / 538014	\$150,000
0101 20302 153 1000 / 561014	\$150,000
0101 20302 153 1000 / 521520	\$150,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 16th day of December 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

Administering Agency: Nevada County Sheriff's Office

Contract No. _____

Contract Description: Third-Party Medi-Cal Biller for CalAIM JI Pre-Release Services

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of November 1, 2025 by and between the County of Nevada, ("County"), and Medusind Inc., ("Contractor") (together, "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed One Hundred Fifty Thousand Dollars (\$150,000).**
3. **Term** This Contract shall commence on December 15, 2025. All services required to be provided by this Contract shall be substantially completed and ready for acceptance no later than the **Contract Termination Date** of: December 14, 2026. The Contractor shall not be liable for delays in completion caused by circumstances beyond its reasonable control, including, but not limited to, delays caused by the County, third parties, or events of force majeure. Acceptance by the County shall not be unreasonably withheld or delayed.
4. **Facilities, Equipment and Other Materials** 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 Contract. The Contractor shall not be responsible for providing any facilities, equipment, or materials that are expressly required to be supplied by the County or third parties.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract only if such failure is not caused by delays or events beyond the Contractor's reasonable control, including, but not limited to, acts of the County, third-party delays, or events of force majeure. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages shall not shall apply to this contract. If Liquidated Damages are applicable to this contract, the Terms are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** During the term of this Contract, in the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions arising directly from the acts or omissions of the Contractor or its employees, agents, or subcontractors, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions and information technology security provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Contractor shall be responsible for such compliance only to the extent that it is within Contractor's reasonable control, and only after taking

all reasonable steps to ensure such compliance. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee, to the extent such failure results from circumstances within Contractor's reasonable control, shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law and for any events arising from the Party's actions pursuant to the terms of this Contract, each Party (the "Indemnifying Party") hereby agrees to indemnify and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all third party losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract..
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. The County shall provide the Contractor with copies of all applicable policies referenced herein. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee. Notwithstanding the foregoing, the Contractor shall not be liable for any security breaches, data loss, or unauthorized access resulting from circumstances beyond its reasonable control, including, but not limited to, acts of the County, third parties, force majeure events, or pre-existing vulnerabilities in the County's systems
15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Levin Act** This contract shall not shall be subject to compliance with [Government Code Section 84308](#) (Levine Act), which pertains to campaign contributions of more than \$500 to any member of the County of Nevada Board of Supervisors or any County of Nevada Official who will be making, participating in making, or in any way attempting to use their official position to influence a County decision to approve the contract. If Levine Act Compliance is applicable to this contract, the terms are incorporated in Exhibit G, attached hereto.
21. **Subrecipient** This contract shall not shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. Subrecipient and Contractor determinations
22. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, this contract shall not shall qualify for debarment suspension monitoring. Contractor shall provide proof of debarment compliance if requested by the County. In addition, the County may (at anytime during the term of the Contract) screen the Contractor at www.sam.gov to ensure Contractor, its principal and their named subcontractors are not

debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

23. **Financial, Statistical and Contract-Related Records:**

- 23.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 23.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 23.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit.

24. **Termination**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any remedy available at law or otherwise, shall serve as a basis upon which County may terminate this Contract with written notice. County may elect to immediately suspend payments for those material breaches that are within Contractor's control. If Contractor violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- B. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of non-payment of fees by County, Contractor may terminate this Contract by giving fifteen (15) calendar days written notice to County. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- C. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. 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 any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further 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 Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

25. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the prior written consent of the County except as required by law. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and hereby assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
26. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
27. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
28. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
29. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.
30. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal

proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.

31. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
32. **Confidentiality**, Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

33. **Limitation of Liability**

Notwithstanding anything stated in this Contract to the contrary, the party's liability to each other, pursuant to this Contract, shall be limited by the following: (a) in no event shall either party be liable to the other 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 or County has been advised of the possibility of such damages; and (b) under no circumstances shall either party's aggregate liability to each other arising from or related to this Contract exceed two (2) times the amount of total Fees paid to Contractor by County under this Contract during the six month period immediately preceding the event giving rise to liability under this Contract.

The foregoing provisions of this Section 33 sets forth the full extent of the party's liability under this Contract (monetary or otherwise) and all Exhibit(s), 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 33 shall survive the termination of this Contract.

34. **Additional Contractor Responsibilities**

- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors involved in the performance of services under this Contract are informed of, understood and use reasonable efforts to comply with applicable reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.

- B. Contractor will promptly notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County, in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

35. **Information Technology Security Requirements** This contract shall not shall be subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.

36. **Artificial Intelligence Technology (AI Technology)** includes any machine learning, deep learning, or artificial intelligence ("AI") technologies, such as statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, as well as all software implementations and related hardware or equipment capable of generating content (e.g., text, images, video, audio, or computer code) based on user-supplied prompts.

County Data includes all information, data, materials, text, prompts, images, or other content provided to the Contractor under this Agreement or any other agreements between the Contractor and the County.

Responsibilities and Training:

Contractor is responsible for all information in the machine learning model, intellectual property rights associated with the information, and software and coded instructions used to generate AI content. County is responsible for the accuracy, utility and formulation of prompts and other inputs used to access the AI services and for decisions made, advice given, actions taken, and failures to take action based on AI content generated from AI services, except for AI content that is generated from erroneous or non-existing information in Contractor's machine learning models or from malfunctioning AI service software.

Contractor shall not use, or permit any third party to use, County Data to train, validate, update, improve, or modify any AI Technology, whether for Contractor's benefit or that of a third party, without the County's prior written authorization, which the County may grant or withhold at its sole discretion.

37. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Sheriff's Office		Medusind, Inc.	
Address:	950 Maidu Ave	Address	6100 Waterford District Drive, Ste. 450
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Miami, FL 33126
Attn:	Georgette Aronow, CFAO	Attn:	Jose A. Rivero, CEO
Email:	SheriffFinance@nevadacountyca.gov	Email:	Jose.Rivero@medusind.com
Phone:	530-265-1471	Phone:	

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By:  Heidi Hall (12/31/2025 09:40:03 PST) Date: 12/31/2025

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: Julie Patterson-Hunter Julie Patterson-Hunter (01/02/2026 08:00:07 PST)

Attest: Clerk of the Board of Supervisors, or designee

Approved as to Form – County Counsel:

By: Jennifer Walters, Deputy County Counsel Jennifer Walters, Deputy County Counsel (01/02/2026 08:45:02 PST) Date: 01/02/2026

CONTRACTOR: Medusind, Inc.

By: José A Rivero José A Rivero (12/18/2025 16:19:32 EST) Date: 12/18/2025

Name: Jose A. Rivero

* Title: CEO

By: Megan Marshall Megan Marshall (12/30/2025 11:29:56 EST) Date: 12/30/2025

Name: Megan Marshall

* Title: General Counsel

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- A. Schedule of Services**
 - B. Schedule of Charges and Payments**
 - C. Insurance Requirements**
 - D. Schedule of HIPAA Provisions**
 - E. Information Technology Security**
- Summary Page**

EXHIBIT A
SCHEDULE OF SERVICES

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. For Nevada County, these services will be focused on jail Medi-Cal billings.

Medusind 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 negotiations, 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 reimbursement 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 System Adoption & Pre-Implementation

1. Integration: Ensure that the PM system can seamlessly integrate with the existing CorEMR functionality in order to bill Medi-Cal for services rendered.
2. Selection Team Building: Selecting and organizing the individuals who will act as key stakeholders for successful implementation of PM adoption.
3. 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 software.
 - a. Scheduling of implementation
 - b. Information System database setup
 - c. Clearinghouse & billing system setup
 - d. Testing verification of billing data
 - e. Submission of claims to Medi-Cal
4. 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.
 - a. Create a user training program
 - b. Information System testing (unleashing it in a “live” practice environment at some point)

Phase II: Billing & Collection Services Overview

5. Comprehensive Chart Review: Medusind Inc. shall, at 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 provider
 - i. Including 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
- 6. Claim Submission: Medusind Inc., shall, at minimum, complete the following for the submission of Medi-Cal claims to the Department of Health Care Services for reimbursement to COUNTY:
 - a. Electronic Claim Submission: Medusind Inc., shall be responsible for using the electronic claims submission as the primary submission method. Medusind Inc., shall be responsible for:
 - i. Enrollment with third-party payers
 - ii. Create, submit, and reconcile electronic claim files
 - b. Paper Claim Submission
 - i. Generate, print, and mail paper claims
 - ii. Postage and mail fees are the responsibility of the COUNTY and MEDUSIND Inc., will include those costs in its monthly invoice to the COUNTY
 - c. Claim Rejection Resolution
 - i. Medusind Inc., shall also be responsible for reviewing and resolving clearinghouse rejections of claim submissions.
 - 1. If rejections of claims are due to incomplete or inadequate Medi-Cal eligibility and demographic information, Medusind Inc., shall share that information with COUNTY so that COUNTY may address those issues.
- 7. Payment Posting:
 - a. Electronic Payment Posting Method: Medusind Inc., shall be responsible for using the electronic payment posting method as the primary payment posting method. Medusind Inc., 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 Method: Medusind Inc., may use the paper payment posting method as an alternative when electronic payment posting method is not available.
 - i. Medusind Inc., shall also be responsible for posting and reconciliation of payments received via check or paper Explanation of Benefits (EOB)
 - c. Payment Log: Medusind Inc., 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 Medusind Inc. Medusind Inc., shall provide access to COUNTY's Project Management Team.
- 8. AR – Management of Claim Denials: Medusind Inc., shall be responsible for the management of claim denials for Medi-Cal reimbursement costs.
 - a. Denial Resolution: Medusind Inc., shall at minimum:
 - i. Identify and manage denials of claims by reason and remark codes

- ii. Categorize claim denials by payer and issue type
- iii. Denials of claims will be the responsibility of Medusind, Inc. If the denial was based on incomplete 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 client to provide Medusind, Inc., additional information and/or clarification for resubmission.
- iv. Correction and resubmission of claims: Medusind Inc., shall be responsible for correcting and resubmitting all claims.
- v. Submission of Appeals: Following a final denial of claim, Medusind In., 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 Medusind Inc., then Medusind Inc., shall be responsible for timely completing and submitting the appeal.
- b. Insurance Accounts Receivable Management: Medusind Inc., shall be responsible for the management of unpaid claims, including but not limited to:
 - i. Confirming status of submitted unpaid claims.
 - a. Claim status inquires, phone calls to third-party payers, payer portal inquires.
 - ii. Addressing collectable claims to ensure resolution and uncollectable claims will be allocated for adjustment.
- c. Refunds and Overpayments: Medusind, Inc., shall be responsible for identifying and promptly notifying the Client of any refunds due and/or overpayments. Medusind Inc., shall specifically:
 - i. Identify, research, and process refund requests timely with supporting documentation. The COUNTY is responsible for issuing the refund payment.
- 9. Standard Reporting: Medusind Inc., shall be responsible to provide the COUNTY with reports based on the availability in the PM system. The Medusind Inc., 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 to be included in the reports.
 - a. Weekly Reports: Medusind Inc., shall provide weekly reports to the COUNTY each Friday. Weekly reports shall contact, at a minimum
 - i. Clearinghouse Pass Through Rates
 - ii. Denials of Claims
 - iii. Incomplete/ Unlocked Encounters
 - b. Month End Close Reports: The Medusind Inc., shall provide the COUNTY monthly reports, including but not limited to:
 - i. Encounters
 - ii. Charge Detail
 - iii. Aging
 - iv. Payment Detail
 - v. Unbilled Encounters
 - vi. Account Receivable Detail
- 10. Client Meetings:
 - a. Medusind Inc., shall meet monthly or up to bi-monthly with the Revenue Cycle team for the purpose of routine sharing information bi-directionally and ensuring project is meeting COUNTY's expectations.

- i. Medusind Inc., shall include an agenda and provide necessary information to ensure compliance with Medusind Inc's., roles and responsibilities.
 - ii. Medusind Inc., shall adjust its meetings to accommodate the COUNTY's needs.
- 11. Training & Support:
 - a. Medusind Inc., 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.

**EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS**

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

The Parties agree to re-evaluate the payment structure six (6) months following the date of receipt of the first reimbursement under this Agreement. The purpose of this review is to assess the adequacy, fairness, and sustainability of the current payment terms in light of actual performance, costs incurred, and any other relevant factors. Any modifications to the payment structure shall be made in writing and signed by both Parties.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by County project manager(s). Time and materials contracts should request supporting documentation sufficient to substantiate amounts billed including detailed time logs or timesheets indicating hours and activities worked on by each employee, invoices for materials purchased with supporting receipts, and a summary of work performed, or deliverables achieved.

Submit all invoices to:

Nevada County Sheriff's Office
 Address: 950 Maidu Ave
 City, St, Zip Nevada City, CA 95959
 Attn: Georgette Aronow, CFAO
 Email: SheriffFinance@nevadacountyca.gov
 Phone: 530-265-1471

County will make payment within thirty (30) days after the billing is received with accurate and complete agreed upon supporting documentation and approved by County and as outlined above.

Fee Structure:

Phase	Hourly	Flat Rate	Total Cost
Med Clarity PM, Billing Integration & Interface Fee	N/A	\$15,000	\$15,000
Phase I – Billing System Adoption & Pre-Implementation	\$140/hour	N/A	Maximum: \$10,000
Phase II – Billing & Collection	N/A	7% Commission with minimum of \$5,500/month	Estimated Total: \$125,000

Total Estimated Maximum: \$150,000.00

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (“ACH”). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

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 Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
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.
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.
4. **Professional Liability (Errors and Omissions):** Insurance covering **financial malpractice** with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Cyber Liability:** Insurance, with limit not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage** For any claims arising out of this contract to the extent caused by the negligence acts, errors or omissions Contractor, **Contractor’s insurance shall apply on a primary basis** as respects County, its officers, employees, agents, and volunteers but only to the extent required under Contractor’s applicable insurance policies. Any insurance or self-insurance maintained by the County, its officers, employees agents, and volunteers shall be excess of Contractor’s insurance only to the extent the County is not at fault and only after Contractor’s applicable insurance is exhausted and shall not contribute with it. This provision shall not obligate Contractor to provide primary or non-contributory coverage for claims arising from the negligence, willful misconduct, or independent acts of the County or any third party not acting under Contractor’s direction or control.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable

provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required.

4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.

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

5. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.

- a. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If the 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.

6. **Verification of Coverage** Contractor may be requested to furnish County with original Certificates of Insurance.
7. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
8. **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.
9. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
10. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
11. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT D

SCHEDULE OF HIPAA PROVISIONS FOR BUSINESS ASSOCIATES

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Contractor acknowledges that it is a “Business Associate” for purposes of this Contract and of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and The Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Contract, Contractor may use or disclose Protected Health Information (“PHI”) to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the “minimum necessary” policies and procedures of County (see NCPP 200 – Use and Disclosure Policy).
2. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
3. Except as otherwise limited in this Contract, Contractor may use PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor provided that the disclosure is required by law or Contractor 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 Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of County for any purpose other than as permitted or required by this Contract or as required by law.
5. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
6. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
7. Contractor shall track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
8. To the extent Contractor is to carry out County’s obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

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Exhibit E

Professional Services Contract – Information Technology Security

1. Protect the privacy and provide for the security of PHI and electronic Protected Health Information (“ePHI”) created, received, maintained or transmitted by Contractor pursuant to this Contract in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
2. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this Contract.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor’s workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this Contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.
5. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.
6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the within three (3) business days following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred. Reports should be made by email to privacy.officer@nevadacountyca.gov or by calling (530) 265-1740
7. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
8. Make Contractor’s internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County’s or Contractor’s compliance with HIPAA and its implementing regulations (in all events

Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).

9. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith.
10. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this Contract.
11. At termination of this Contract, if feasible, Contractor agrees to return or destroy all PHI received from, or created or received by Contractor on behalf of County that Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

EXHIBIT E

INFORMATION TECHNOLOGY SECURITY

1. Notification of Data Security Incident

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Contractor’s business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 72 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the “Notices” section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor’s systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide the services including the technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 72 hours** of any location changes to Contractor’s data center(s) that will process or store County data. Notice should be made to all parties referenced in the “Notices” section of the Agreement.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

4. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

SUMMARY OF CONTRACT

Contractor Name: Medusind Inc.
Description of Services: Third-Party Medi-Cal Biller for CalAIM JI Pre-Release Services

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$150,000

Contract Start Date: 12/15/2025 **Contract End Date:** 12/14/2026

INSURANCE POLICIES

Commercial General Liability	(\$1,000,000)	Cyber Liability	(\$1,000,000)
Worker’s Compensation	(Statutory Limits)		
Automobile Liability	(\$1,000,000)		
Professional Errors and Omissions	(\$2,000,000)		

FUNDING

0101-20302-153-1000

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Sheriff’s Office		Medusind, Inc.	
Address:	950 Maidu Ave	Address	6100 Waterford District Drive, Suite 450
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Miami, FL 33126
Attn:	Georgette Aronow, CFAO	Attn:	Jose A. Rivero, CEO
Email:	SheriffFinance@nevadacountyca.gov	Email:	Jose.Rivero@medusind.com
Phone:	530-265-1471	Phone:	Click or tap here to enter text.

Contractor is a: (check all that apply)					EDD Worksheet Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLC <input checked="" type="checkbox"/>	Additional Terms & Conditions Included		
Non- Profit:	<input type="checkbox"/>	Corp. <input type="checkbox"/>			(Grant Specific)		
Partnership:	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/>	Limited <input type="checkbox"/>	Subrecipient	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Person:	<input type="checkbox"/>	Indiv. <input type="checkbox"/>	DBA <input type="checkbox"/>	Ass’n <input type="checkbox"/>	Other <input type="checkbox"/>		

ATTACHMENTS

Exhibit A: Schedule of Services	Exhibit E: Information Technology Security
Exhibit B: Schedule of Charges and Payments	
Exhibit C: Insurance Requirements	
Exhibit D: Schedule of HIPAA Provisions	