

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made effective on the date of last execution herein, by and between XFERALL, LLC, of 111 Congress Ave, Ste. 400, Austin, Texas 78701 (hereinafter referred to as "XFERALL") and Tehama County Health Services Agency, of P.O. Box 400, Red Bluff, CA 96080 (hereinafter referred to as "CLIENT") for the purpose of achieving the various aims and objectives relating to the Pilot Project - XFERALL Patient Transfer Service (the "Project").

WHEREAS XFERALL and CLIENT (collectively "Partners") desire to enter into an arrangement in which XFERALL and CLIENT will work together to complete the Project, and which arrangement is aimed at assisting CLIENT in the provision of its health services by allowing the latter access to, and utilization of, an online platform dedicated to the Project;

AND WHEREAS XFERALL and CLIENT are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the Partners agree are necessary to complete the Project;

Now, therefore, in consideration of the mutual covenants, and benefits set forth herein, XFERALL and CLIENT agree as follows:

Purpose

The purpose of this Memorandum is to provide the current framework for participation in the Project, and potential guidelines for any future binding contract between the parties, subject to mutual approval, regarding the Pilot Project - XFERALL Patient Transfer Service between XFERALL and CLIENT.

Obligations of the Partners

The Partners acknowledge that there is no cost to CLIENT and/or any financial commitment by CLIENT under any aspect of this Memorandum and Project, and the Partners agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services. In the event, at a later date, the Partners mutually desire a future contract involving a cost to CLIENT, a financial commitment by CLIENT and/or different obligations than stated herein, the Partners agree that such contract shall be subject to written approval and execution by CLIENT.

Cooperation

The activities and services for the Project shall include, but not limited to:

- a. Services to be rendered by XFERALL include:
 - i. Implement XFERALL Patient Transfer service, through the XFERALL app or as otherwise mutually agreed, for a duration of access and usage as stated in the **Term** provision below.

- ii. Train CLIENT staff on the usage of the XFERALL Patient Transfer app.
 - iii. Support usage of the XFERALL Patient Transfer app by CLIENT staff for the duration of this Memorandum
 - iv. Provide basic business intelligence reporting already implemented in the XFERALL Patient Transfer app for CLIENT Administration staff to review.
- b. Services to be rendered by CLIENT include:
 - i. CLIENT shall utilize the XFERALL Patient Transfer app for securing receiving facilities that can treat patients for whom they are performing assessments as part of their health services.
 - ii. CLIENT staff shall provide feedback to XFERALL staff members on existing and potential features and functionality that can help to improve the patient transfer process for their serviced community.

Resources

The Partners will endeavor to have final approval and XFERALL shall secure any financing necessary to fulfill its individual financial contributions at the start of the planning for the development of the Project.

- a. XFERALL agrees to provide the following financial, material and labor resources in respect of the Project:
 - i. XFERALL will provide all software at no cost to CLIENT for the duration of this Memorandum.
 - ii. XFERALL will provide CLIENT staff (up to 15 staff members) training on how to effectively use the XFERALL Patient Transfer app at no cost. Trained CLIENT staff can then train their own staff in a "train-the-trainer" approach.
 - iii. XFERALL will provide 24/7/365 support to CLIENT for the duration of the Memorandum at no cost to CLIENT.
 - iv. XFERALL will provide existing reporting of business intelligence to CLIENT at no cost to CLIENT for the duration of the Memorandum.
- b. CLIENT hereby agrees to provide the following material and labor resources in respect of the Project:
 - i. CLIENT will provide the necessary Internet connectivity for its trained staff to access the application via a web client or via the mobile app.

- ii. CLIENT will provide necessary printer peripherals, computer terminals, desktops, laptops, and/ or mobile devices for their staff to interact with the XFERALL patient transfer app.
- iii. CLIENT will provide its own IT support of internet connectivity, mobile, desktop, laptop, computer terminal devices, and printer peripherals for the use of the XFERALL patient transfer app.
- iv. CLIENT will provide all necessary printing supplies for its staff in utilizing the XFERALL patient transfer app.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

Except to the extent required by law and for copyright infringement (as provided herein), no liability will arise or be assumed between the Partners, as against each other or against a third party, as a result of this Memorandum, and no indemnity obligation shall arise under this Memorandum. In any event, neither party shall be liable to the other, or a third party, for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

Copyrights, Patents, and Licenses

XFERALL represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on software and all other materials used in the Memorandum have been adhered to and (ii) the CLIENT shall not be liable for any infringement of those rights and (iii) any rights granted to the CLIENT shall apply for the duration of the Memorandum. XFERALL shall indemnify the CLIENT, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs, and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to software, patient transfer app and other materials used in the Memorandum.

XFERALL shall carry appropriate policy coverages as and to the extent required by law, and shall provide applicable proofs of insurance to CLIENT upon demand. Both parties shall abide by all applicable local, state and federal laws in their respective performance under the Memorandum.

This **Liability** provision shall survive termination of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in relation to this Memorandum or in the negotiation of a future binding contract relating to this Project, it is understood that neither party is obligated to enter into any binding contract to complete the Project, and either party may terminate this Memorandum with a thirty (30) days written notice to the other, with or without cause, without incurring any liability for such termination.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from February 1, 2023 until December 31, 2025 and shall thereafter renew automatically on an annual basis until and unless terminated earlier, at any time, by either party with thirty (30) days written notice of termination to the other, with or without cause and without incurring any liability for such termination.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Texas and venue for any action in connection with this Memorandum shall lie in Travis County, Texas.

Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or equity. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Amendment

This Memorandum may only be amended or supplemented by way of a mutually executed written instrument.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this Memorandum restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals, or prohibit CLIENT from utilizing its own resources for patient placement.
- c. To the extent possible, each Partner will participate in the development of the Project, provided that in no event shall CLIENT be deemed obligated to access and/or utilize the aforementioned app or online platform related to the Project.
- d. Nothing in this Memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreement(s) that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing thirty (30) days' written notice to other Partner.
- h. *No third party beneficiary.* The Memorandum is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.
- i. CLIENT or its duly authorized representatives shall have access to any and all records, information and documentation of XFERALL, which are directly pertinent to the services to be performed under the Memorandum for the purposes of making audits, examinations, excerpts, and transcriptions. XFERALL shall maintain the records, information, and documentation for the duration required by law and in a readily available state and location, reasonably accessible to CLIENT or its authorized representatives.

- j. XFERALL shall timely provide all legally mandated written verifications and certifications to CLIENT as are applicable to this Memorandum and required by CLIENT.

Confidentiality

Neither Partner shall use any Confidential Information (as defined below) for any purpose not expressly permitted by this Memorandum or disclose any Confidential Information about the other Partner to any person or entity, without the prior written consent of the other Partner. Each Partner shall protect such Confidential Information from unauthorized use, access, or disclosure in the same manner as the Partner protects its own confidential or proprietary information of a similar nature and in any event, with no less than reasonable care.

For purposes of this Memorandum, "Confidential Information" means all non-public proprietary and confidential information of either Partner. Confidential Information also includes, whether labeled confidential or not, any Patient's individually identifiable health information (as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) and any information, records and proceedings of either Partner's committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. The appropriate handling of PHI, as well as aggregated, de-identified PHI, is outlined in the Business Associates Agreement accompanying this MOU and executed by both parties.

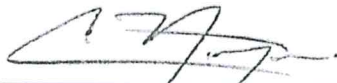
This section shall survive the expiration or termination of this Memorandum. Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of a Partner's material breach of this Agreement; (ii) is obtained by a Partner or its affiliates and its or their employees, officers, directors, shareholders, partners, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors (collectively, "Representatives") on a non-confidential basis from a third party that, to the Partner's knowledge, was not contractually restricted from disclosing such information; (iii) was in either Partner's or its Representatives' possession before disclosure hereunder; or (iv) was or is independently developed by a Partner or its Representatives without using any Confidential Information.

[This space left intentionally blank. Signature page follows.]

The following Partners support the goals and objectives of the Pilot Project - XFERALL Patient Transfer Service:

Signatories

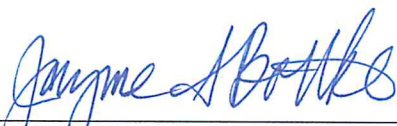
This Memorandum shall be signed on behalf of XFERALL, LLC by Chris Mountzouris, COO, and on behalf of CLIENT by its authorized representative. This Memorandum shall be effective as of the date of last execution herein stated (EFFECTIVE DATE).



XFERALL, LLC
By Chris Mountzouris, its COO

1/16/2024

Date:



CLIENT – Tehama County Health Services Agency
By Jayme Bottke, its Executive Director

1-16-24

Date:

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: XFERALL, INC

Contract Description: For the purpose of participation of the utilization of the vendors
app for patient transfer services

APPROVED AS TO FORM:

Date: 1/10/2024



Office of the Tehama County Counsel
Margaret E. Long, County Counsel



Tehama County

Minutes Certification

727 Oak Street, Red
Bluff, CA 96080
(530) 527-4655
<http://www.co.tehama.ca.us>

File Number: 24-052

Enactment Number: MISC. AGR 2024-031 &32

HEALTH SERVICES AGENCY - Executive Director Jayme Bottke

a) **AGREEMENT** - Approval and authorization for the Executive Director to sign the Memorandum of Understanding with XFERALL, LLC for the purpose of participating in the pilot project for a Patient Transfer application software at no cost to the County, effective 2/1/24 and shall terminate 12/31/25.

Health Services Agency Executive Director Jayme Bottke reviewed the purpose of the agreement.

In response to Supervisor Carlson, Mrs. Bottke said they have received demos but not tested it although they have heard it speeds up the time it takes getting a patient admitted.

RESULT: APPROVE

MOVER: William Moule

SECONDER: Candy Carlson

AYES: Supervisor Carlson, Chairperson Leach, Vice Chair Hansen,
Supervisor Nolen, and Supervisor Moule
Enactment No: MISC. AGR 2024-031

b) **AGREEMENT** - Approval and authorization for the Executive Director to sign the Business Associate Agreement (BAA) with XFERALL, LLC for the purpose of utilizing the Business Associate's mobile application software that serves to automate the patient transfer process.

RESULT: APPROVE

MOVER: William Moule

SECONDER: Pati Nolen

AYES: Supervisor Carlson, Chairperson Leach, Vice Chair Hansen,
Supervisor Nolen, and Supervisor Moule
Enactment No: MISC. AGR 2024-032

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 1/30/2024.

Attest:

A handwritten signature in black ink, appearing to read "Jennifer Vise", written over the "Attest:" label.

February 7, 2024

Date Certified