Amendment No. 5 To Standard Agreement By and between County of Monterey and Medical Doctor Associates (MDA) dba Cross Country Locums, hereinafter "CONTRACTOR"

This Amendment No. 5 to Agreement A-12773 ("Agreement") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Medical Doctor Associates (MDA) dba Cross Country Locums, hereinafter referred to as "CONTRACTOR".

RECITALS:

WHEREAS, COUNTY and CONTRACTOR have heretofore entered into an Agreement to provide Locum Tenens Referrals as requested by COUNTY for the period of July 1, 2015 to June 30, 2018 and contract amount not to exceed \$900,000; and

WHEREAS, on July 1, 2018, COUNTY and CONTRACTOR entered into an executed Amendment No.1 to extend the term of the Agreement to June 30, 2020 for a new term of July 1, 2015 to June 30, 2020; and

WHEREAS, on July 1, 2020, COUNTY and CONTRACTOR entered into an executed Amendment No. 2 to extend the term of the Agreement to June 30, 2022 for a new term of July 1, 2015 to June 30, 2022 and to increase the total contract amount to \$1,150,000; and

WHEREAS, on May 27, 2021, COUNTY and CONTRACTOR entered into an executed Amendment No. 3 to address recent changes in California worker classification laws applicable to CONTRACTOR's employees, including advanced practitioners, assigned to COUNTY and to increase the contract by \$570,000 for a new total contract amount of \$1,720,000; and

WHEREAS, on July 1, 2022, COUNTY and CONTRACTOR entered into an executed Amendment No. 4 to extend the term of the Agreement to June 30, 2024 for a new term of July 1, 2015 to June 30, 2024; and

WHEREAS, County and CONTRACTOR wish to amend the Agreement to extend the term two (2) additional years to June 30, 2026 for a new full term of July 1, 2015 to June 30, 2026.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement, as follows:

- 1. **SECTION 3.0, TERM OF AGREEMENT, Paragraph 3.01**, is hereby amended and restated to read in its entirety as follows:
 - "3.01. The term of this Agreement is from July 1, 2015 to June 30, 2026, unless sooner terminated

pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs the Agreement."

- 2. **EXHIBIT A Scope of Services/Payment Provisions** is replaced by Amendment No. 5 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 5 to EXHIBIT A.
- 3. **EXHIBIT A Part 2 Payment Provisions** is replaced by Amendment No. 5 to EXHIBIT A Part 2. All references in the Agreement to EXHIBIT A Part 2 shall be construed to refer to Amendment No. 5 to EXHIBIT A Part 2.
- 4. **EXHIBIT C Reassignment/Permanent Placement** is replaced by Amendment No. 5 to EXHIBIT C. All references in the Agreement to EXHIBIT C shall be construed to refer to Amendment No. 5 to EXHIBIT C.
- 5. **EXHIBIT D Business Associate Agreement** is replaced by Amendment No. 5 to EXHIBIT D. All references in the Agreement to EXHIBIT D shall be construed to refer to Amendment No. 5 to EXHIBIT D.
- 6. Except as provided herein, all remaining terms and conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement.
- 7. A copy of this Amendment No. 5 shall be attached to the Agreement.
- 8. The effective date of this Amendment No. 5 is July 1, 2024.

COUNTY OF MONTEREY

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 as of the day and year written below.

CONTRACTOR

	DocuSigned by:
By:	By: Michael Shovira
Elsa Jimenez, Director of Health	311D6B49F0F94CC
Services	Michael Skovira
	Name:
Date:	
	Title: Chief Medical Officer
Ammoved as to Legal Forms	Title:
Approved as to Legal Form:	
By:	4/25/2024 Date:
Stacy L. Saetta, Chief Deputy County	Date.
Counsel	
Date:	
Bute	
Approved as to Fiscal Provisions:	DocuSigned by:
By: Patricia Ruiz	Davio Hanic
Auditor-Controller	By:613CC2EA48514F5
Auditor-Controller	
5/2/2024 7:39 AM PDT Date:	Dario Hanic Name:
Date	
	CCL Vice President of
	Title: CCL Vice President of
	4/25/2024 Date:
	Date:

AMENDMENT NO. 5 TO EXHIBIT A SCOPE OF SERVICES / PAYMENT PROVISIONS

I. <u>IDENTIFICATION OF CONTRACTOR</u>

Name: Cross Country Locums Address:

4775 Peachtree Industrial Blvd, #300

Norcross, GA 30092

II. SCOPE OF SERVICES

1. WHEREAS, CONTRACTOR arranges for and furnishes the services of "locum tenens Providers", each of whom is duly licensed and qualified to practice medicine in California.

2. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to refer locum tenens to COUNTY in the following specialty:

Physicians

- Family Practice
- Internal Medicine
- Obstetrics and Gynecology
- Pediatrics
- Immunology
- Psychiatry
- Urgent Care
- Dentistry

Advanced Practitioners (Mid-levels)

- Nurse Practitioner
- Physician Assistant
- PMH-NP or Psychiatric Physician Assistant

III. <u>SERVICES/OJECTIVES BY CONTRACTOR</u>

- 1. CONTRACTOR shall search, screen, and pre-qualify potential locum tenens Provider (hereinafter referred to as "Provider") before referring such Providers to the COUNTY for consideration and service. Providers must meet job specifications provided by COUNTY.
- 2. CONTRACTOR shall inform COUNTY of candidate qualifications and provide a copy of up-to-date Curriculum Vitae to COUNTY for review. For the specialties listed herein. CONTRACTOR shall only refer Physicians who are Board Certified. CONTRACTOR may refer Board Eligible Physicians but only upon request by COUNTY.

- 3. CONTRACTOR shall provide to COUNTY three (3) written references and two (2) facility verifications (current, within a two-year time frame) for the Provider at the time physician is referred to COUNTY.
- 4. COUNTY will be notified of any known discrepancies or disciplinary actions against presented Provider, at all times, at presentation and/or during assignment at the COUNTY.
- 5. CONTRACTOR shall refer only Physicians eligible to be a "Participating Physician" in the Medicare, Medi-Cal, and other Healthcare Programs in order to permit the COUNTY to bill for Contracted Services.
- 6. CONTRACTOR shall obtain and provide to the COUNTY, at a minimum, the following documentation for each Provider as applicable:
 - a) Current Curriculum Vitae
 - b) American Medical Association Credentials Verification Report
 - c) Valid and unrestricted California medical license
 - d) Current National Provider Identifier (NPI) credentials
 - e) Valid and unrestricted Drug Enforcement Agency (DEA) credentials
 - f) American Board of Medical Specialty Certification
 - g) Certification status from Educational Commission for Foreign Medical Graduates (ECFMG)
 - h) Driver's license
 - i) A minimum of three (3) written references
 - j) Disciplinary Action Report from the Federation of State Medical Boards and the California Medical Board
 - k) Proof of current, unrestricted certification to participate in the Medicare and Medi-Cal programs
 - 1) Professional liability insurance
 - m) All Diplomas and Certifications
 - n) BLS Certification
 - o) ACLS, PALS and/or NRP Certification
 - p) Social Security Card
 - g) Other credentialing documents as required by COUNTY
- 5. CONTRACTOR shall work with COUNTY's assigned Credentialing Staff to ensure that all required Credentialing applications are completed and supporting documentation is provided no later than 2 weeks prior to the Provider start date to allow sufficient time to credential. Should Provider's start date be less than 2 weeks, CONTRACTOR shall work with COUNTY on a daily basis to ensure all paperwork has been submitted and Provider cleared by COUNTY to start.
- 6. CONTRACTOR shall provide verification of the Provider's Tuberculosis test prior to assignment and send updated results to COUNTY as long as Provider is on assignment.

- 7. CONTRACTOR shall conduct preliminary Provider's reference checks and State of California medical license verification and provide the results of all checks and verifications to COUNTY.
- 8. If Provider fails to start assignment at COUNTY as agreed to, or if the assignment is terminated early by CONTRACTOR or COUNTY, CONTRACTOR will make best efforts expeditiously as possible to recruit for a replacement candidate, subsequent to the approval of the COUNTY at no additional charge.
- 9. CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the knowledge of an occurrence of any one or more of the following events involving each Provider referred who is on assignment at the COUNTY.
 - a) CONTRACTOR or Provider becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare, Medicaid and/or other Health care Program, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;
 - b) Provider's license to practice medicine in the State of California, Drug Enforcement Agency registration, malpractice coverage and/or medical staff or healthcare facility privileges is suspended, restricted, terminated, revoked, denied or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto:
 - c) Provider becomes the subject of any suit, action or other legal proceeding arising out of his or her professional services';
 - d) Provider is charged with a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime related to such Physician's practice of medicine;
 - e) Provider is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent;
 - f) Provider is charged with or convicted of a criminal offense;
 - g) Any act of nature or any other event occurs which has a material adverse effect on CONTRACTOR or Provider's ability to provide the Services; or
 - h) Any other event that occurs that materially interrupts or affects all or a portion of CONTRACTOR or Provider's obligations under this Agreement
- 10. Upon request by County, CONTRACTOR shall immediately remove and replace any Provider from furnishing Services under this Agreement who:
 - a) For any of the reasons stated in Section III. 9;
 - b) Engages in conduct that, in County's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of County;

- c) Fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and a reasonable opportunity to comply;
- d) Is deemed not to fit well within the existing County culture and structure.
- 11. Upon the removal of a Provider, CONTRACTOR shall engage, at its cost and expense, and provide to County, a qualified substitute for the removed Provider. Failure to take such action shall constitute a material breach of this Agreement. Nothing herein shall be construed to limit County's rights under any provision of this Agreement.
- 12. CONTRACTOR shall ensure that each assigned Provider under this Agreement shall execute the PHYSICIAN CERTIFICATION in Section VIII and shall provide an executed copy to COUNTY prior to the start date of the assignment.
- 13. CONTRACTOR's professional liability insurance shall cover CONTRACTOR and all referred locum tenens Physicians.
- 14. CONTRACTOR and each locum tenens Provider is and shall at all times be an independent CONTRACTOR with respect to the County in the performance of CONTRACTOR's and any locum tenens Provider's obligations under this Agreement. Neither CONTRACTOR nor any locum tenens Provider shall hold himself or herself out as an officer, agent or employee of the County, and shall not incur any contractual or financial obligation on behalf of the County without the County's prior written consent.
- 15. CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available services on a priority basis.

IV. SERVICES BY CONTRACTOR REFERRED PROVIDER (LOCUM TENENS)

CONTRACTOR shall contractually require that all Providers referred by CONTRACTOR to COUNTY comply with the following performance requirements:

- 1. Perform his or her professional medical duties in accordance with: (a) applicable Federal, State and County laws, rules and regulations, and policies; (b) all rules and regulations generally applicable to physicians practicing medicine in the State of California; (c) applicable requirements of third party payor programs; and (d) County and Health Department policies and procedures; and (e) applicable Federally Qualified Health Center (FQHC) policies, rules and regulations.
- 2. Agree to be a "Participating Physician" in the Medicare, Medi-Cal, and other Healthcare Programs in order to permit the COUNTY to bill for Contracted Services.

- 3. Assure that in the Provider's judgement, the medications, procedures and laboratory testing ordered for each patient, is not only medically necessary for diagnosis and/or treatment, but also compliant to the specifications of the program.
- 4. Complete any billing and credentialing paperwork prior to, during the duration of, and after rendering service to the COUNTY.
- 5. Exhibit professional behavior and maintain respect for the dignity and sensitivities of patient and families, as well as colleagues, County employees and all other healthcare professionals and shall communicate information timely and as needed, collaborate effectively, and work as a team.
- 6. Comply in all respects with Business Associates Agreement and all applicable confidentiality requirements (Exhibit D).
- 7. Comply fully with all Federal and State health information confidentiality laws, regulations and related requirements, including but not limited to, the Federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) laws, and the California State Confidentiality of Medical Information Act. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.
- 8. Reviews, is familiar with, and complies with all applicable requirements of the Office of the Inspector General (OIG) Medicare Compliance Bulletins.
- 9. Use COUNTY premises and space solely and exclusively for the provision of locum tenens services.

V. <u>MEDICAL RECORDS</u>

- 1. CONTRACTOR shall contractually require that each Provider prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to County patients, in accordance with County rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as COUNTY designates from time to time. All such information and records shall be: (i) prepared on forms developed, provided or approved by County; (ii) the sole property of County, (iii) maintained at County in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations. CONTRACTOR referred Provider shall possess some experience and knowledge of working techniques of an electronic health records program system.
- 2. CONTRACTOR shall contractually require that Providers maintain and upon request provide to COUNTY, and state and federal agencies, all financial books

and records and medical records and charts as may be necessary for CONTRACTOR and/or COUNTY to comply with applicable state, federal and local laws and regulations and with contracts between COUNTY and third party payors. To the extent CONTRACTOR is privy to and maintains such records and information, CONTRACTOR shall assure that all such records and information are retained for at least ten (10) years following the expiration or termination of this Agreement and shall contractually require Providers to preserve and maintain their records for a similar period. This Section shall survive the expiration or termination of this Agreement.

VI. <u>SERVICES/OBJECTIVES BY COUNTY</u>

- 1. COUNTY shall provide CONTRACTOR an accurate practice description, upon CONTRACTOR request.
- 2. COUNTY shall provide CONTRACTOR background information regarding the work site, hospital and/or the community, upon CONTRACTOR request.
- 3. COUNTY shall be responsible for credential verification and privileging of Providers referred, at all times.
- 4. COUNTY shall specify to CONTRACTOR specialty need and whether it is for inpatient care; outpatient care; and whether assignment includes supervision and oversight of Resident Physicians (Family Practice).
- 5. COUNTY shall, to the extent permitted by law, be solely responsible for billing payor and patients for services performed by Providers under this Agreement and collecting such fees and charges.
- 6. COUNTY shall have the right to end a PROVIDER's assignment for any reason by giving notice to CONTRACTOR at least 30-days prior to effective date of termination of PROVIDER.

VII. <u>EFFECT OF TERMINATION OR EXPIRATION</u>

Upon any termination or expiration of this Agreement:

- 1. All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Providers' obligation to continue to provide services to County patients under Providers' care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.
- 2. Upon County's request, Provider shall immediately vacate the premises, removing any and all of Provider's personal property, and County may remove and store, at

CONTRACTOR's expense, any personal property that the Provider has not so removed.

- 3. Provider shall immediately return to County all of County's property, including County equipment, supplies, and patient records, in CONTRACTOR or Providers' possession or under CONTRACTOR or Providers' control.
- 4. CONTRACTOR and Provider shall not do anything or cause any other person to do anything that interferes with County's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between County and any other person or entity who may be engaged to provide the Services to County.

VIII. PHYSICIAN CERTIFICATION

Provider acknowledges that he or she has read and understand the terms of the original Agreement and subsequent Amendments, agrees to be bound by the terms of the Agreement applicable to Provider, and certifies that Provider is in compliance with, and will continue to be in compliance with through the terms of the Agreement, all representations, warranties, duties and obligation of Provider as set forth in the Agreement.

By:		
Print Name:		
Date:		

Amendment No. 5 to Exhibit A – Part 2 Payment Provisions

I. PAYMENT PROVISIONS

Services provided by CONTRACTOR shall not exceed \$1,720,000 for the term of the Agreement. CONTRACTOR'S compensation for services rendered shall be based on the following rates and in accordance with the following terms:

A. COMPENSATION / PAYMENT:

Negotiate Rate (NR) with rates established as set forth below:

1. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

	RATE SHEET FOR LOCUMS SPECIALITY SERVICES						
Effective July 1, 2024 - June 30, 2026 (2% Increase effective 7/1/2025)							
RATES ARE ALL INCLUSIVE OF TRAVEL EXPENSES							
Specialty - Current Rates	<u>Hourly</u>	<u>Daily</u>	Overtime Hourly	Holiday/ Premium	24-Hour Call	Perm Place Fee	Permanent Place Sliding Fee
	Hour l y Rate	(0 to 8 hr day unless otherwise specified)	After min. hrs/time worked and for patient contact when on call (additional hours not included in Daily Rate)	Not billed un l ess worked	(includes 8 hrs of patient care from 8a to 5p unless otherwise specified)	Locum Physicians	Advanced Practitioners - See Sliding Scale Rates below.
Family Practice 0-8 hrs; OT after 8 hrs per day	\$198.98	8 hr min	\$298.47	\$298.47	N/A	\$27,050.40	N/A
Internal Medicine 0-8 hrs, OT after 8 hrs per day	\$210.51	8 hr min	\$315.76	\$315.76	N/A	\$27,050.40	N/A
Obstetrics & Gynecology 0-8 hrs; OT after 8 hrs per day	\$369.58	8 hr min	\$554.38	\$554.38	N/A	\$27,050.40	N /A
Pediatrics 0-8 hrs; OT after 8 hrs per day	\$198.98	8 hr min	\$298.47	\$298.47	N/A	\$27,050.40	N /A
Immunology 0-8 hrs; OT after 8 hrs per day	\$292.14	8 hr min	\$438.22	\$438.22	N/A	\$32,000.00	N /A
Psychiatrist 0-8 hrs; OT after 8 hrs per day	\$348.40	8 hr min	\$522.60	\$522.60	N/A	\$28,500.00	N /A
Urgent Care 0-8 hrs; OT after 8 hrs per day	\$234.00	8 hr min	\$351.00	\$351.00	N/A	\$27,050.40	N/A
Dentist 0-8 hrs; OT after 8 hrs per day	\$213.20	8 hr min	\$319.80	\$351.00	N/A	\$27,050.40	N/A
Nurse Practitioner 0-8 hrs; OT after 8 hrs per day	\$152.71	8 hr min	\$229.07	\$229.07	N/A	\$20,808.00	See Sliding Scale
Physician Assistant 0-8 hrs; OT after 8 hrs per day	\$149.72	8 hr min	\$224.58	\$224.58	N/A	\$20,808.00	See Sliding Scale
PMHNP or PA with psychiatric experience 0-8 hrs; OT after 8 hrs per day	\$205.92	8 hr min	\$308.88	\$308.88	N/A	\$25,000.00	N/A
Permanent Placement Fee - Sliding Scale Per Worked Hours	0-520	521 - 720 Hrs.	After 720 Hrs.				
Applies to Providers subject to CA AB 5 Rule. Provider must work full time hours continuously before credit can be applied.	\$20,808.00	\$12,000.00	No Fee				

- 2. If CONTRACTOR fails to submit claims for services provided under the term of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- 3. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.
- 4. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- 5. Rates are all-inclusive of travel and lodging expenses. There shall be no travel reimbursement affiliated with this Agreement.
- 6. Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by COUNTY. Surcharges and additional fees not included in the Agreement must be approved by COUNTY in writing through an Amendment.

B. CONTRACTOR'S BILLING PROCEDURES

- 1. Invoices from CONTRACTOR for all services rendered per this Agreement shall be billed directly to the ordering Bureau of the Health Department.
- 2. CONTRACTOR shall submit invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 3. CONTRACTOR shall submit invoices to the following mail or e-mail address listed below:

Physical Mail delivery:

Monterey County Health Department FQHC Clinics - Attn: ACCOUNTING 1441 Schilling Place South Building, First Floor Salinas, CA 93901

Email delivery: CS Finance@co.monterey.ca.us

Amendment No. 5 to EXHIBIT C REASSIGNMENT/PERMANENT PLACEMENT

CONTRACTOR NAME: Medical Doctor Associates (MDA) dba Cross Country Locums

COUNTY agrees to pay CONTRACTOR a Reassignment/Permanent Placement Fee as indicated on Exhibit A – Part 2 - Payment Provisions for the reassignment/permanent placement of a PROVIDER presented to COUNTY or any organization affiliated with COUNTY if such PROVIDER becomes a permanent employee of COUNTY or an affiliate of COUNTY within 13 weeks or 520 hours after such PROVIDER is presented to COUNTY or after PROVIDER ceases to provide services to COUNTY.

Should a PROVIDER recruited under the terms of this Agreement voluntarily leave such employment for any reason or be terminated by County for any reason, within one year of reporting for work, CONTRACTOR shall conduct a search for a replacement PROVIDER for the same position on the terms and conditions above except that no additional Placement Fee will be charged to County. Request for a replacement search must be made to CONTRACTOR upon PROVIDER termination/resignation. This replacement guaranty is valid only for the initial contracted placement. Once PROVIDER is placed, CONTRACTOR's obligations are completed.

CONTRACTOR, on behalf of the PROVIDER, shall provide COUNTY with the following as applicable: a) Notification of PROVIDERS that meet the professional qualifications of the COUNTY and

who have expressed a desire for continued information regarding the position(s) available through COUNTY.

- b) Current Curriculum Vitae
- c) American Medical Association Credentials Verification Report
- d) Valid and unrestricted California medical license
- e) Current National Provider Identifier (NPI) credentials
- f) Valid and unrestricted Drug Enforcement Agency (DEA) credentials
- g) American Board of Medical Specialty Certification
- h) Certification status from Educational Commission for Foreign Medical Graduates (ECFMG)
- i) Driver's license
- j) A minimum of three (3) written references and two (2) facility verifications (current, within a two-year time frame).
- k) Disciplinary Action Report from the Federation of State Medical Boards and the California Medical Board along with notification of any discrepancies or disciplinary actions against presented Provider.
- 1) Proof of current, unrestricted certification to participate in the Medicare and Medi-Cal programs
- m) Professional liability insurance
- n) All Diplomas and Certifications, including Residency Training Completion

o) BLS Certification

- p) ACLS, PALS and/or NRP Certification
- q) Social Security Card
- r) Verification and results of all reference checks, and any other credentialing documentation as deemed necessary by COUNTY, upon COUNTY request.

CONTRACTOR hereby agrees to:

- 1. Not make job offers to PROVIDER on behalf of the COUNTY. COUNTY will directly communicate job offer to PROVIDER.
- 2. Provide assistance in contract negotiations with the PROVIDER, only upon request by COUNTY.
- 3. Consult with COUNTY and the PROVIDER regarding relocation dates and facilitation of other needs of the PROVIDER, as necessary, after successful completion of the contractual agreement between PROVIDER and COUNTY, only upon request by COUNTY.

COUNTY hereby agrees to:

- 1. Designate a representative to coordinate placement activity with CONTRACTOR.
- 2. Keep the CONTRACTOR informed on a weekly basis the status of negotiations with PROVIDER.
- 3. Be responsible for credential verification and privileging of hired PROVIDER.

Amendment No. 5 to BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective July 1, 2024, ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and **Medical Doctor Associates (MDA) dba Cross Country Locums,** ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

- A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.
- B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the "Security Rule") (collectively "HIPAA"), all as amended from time to time.
- C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).
- D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules").
- E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. <u>DEFINITIONS</u>

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

- (a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.
- (b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 et seq.), the patient access law (Cal. Health & Safety Code § 123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 et seq.), and California's data breach law (Cal. Civil Code § 1798.29).
- (c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.
- (d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

- (a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;
- (b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

- (c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);
- (d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), 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 be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and
- (e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

- Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure (a) of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;
- (i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

- (ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and
- (iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.
- (b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;
- (c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;
- (d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of

such practices or waiver of Covered Entity's rights under this BAA;

- (e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;
- (f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;
- (g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;
- (h) If all or any portion of the PHI is maintained in a Designated Record Set;
- (i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and
- (ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.
- (i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;
- (j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;
- (k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any requestor subpoena for

- PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and
- (1) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 **Business Associate Acknowledgment**.

- (a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.
- (b) Business Associate is not permitted to Use PHI to create de- identified information except as approved in writing by Covered Entity.
- (c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.
- (d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.
- **Responsibilities of Covered Entity**. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. <u>TERM AND TERMINATION</u>

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

- **Termination**. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.
- **4.3 Automatic Termination**. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.
- 4.4 **Effect of Termination**. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above. which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

- **5.1** Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.
- **Amendments: Waiver**. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- **5.3 No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- **5.4 Notices.** Any notices to be given hereunder to a Party shall be made via

U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Medical Doctors Associates (MDA, dba Cross Country Locums
Attn: Contracts Division
4775 Peachtree Industrial Blvd. #300
Norcross, GA 30092

If to Covered Entity, to:

County of Monterey Health Department Attn: Compliance/Privacy Officer 1270 Natividad Road Salinas, CA 93906 Phone: 831-755-4018

Phone: 831-755-4018 Fax: 831-755-4797

Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

- **5.5 Counterparts: Facsimiles.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.
- **Relationship of Parties**. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.
- **5.7** Choice of Law: Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.
- **Indemnification**. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage

caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

- Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.
- **Insurance**. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	\$2,000,000
12,001 - 30,000	\$3,000,000
30,001 – 60,000	\$5,000,000
More than 60,000	\$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding,

regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

- **5.12** <u>Audit or Investigations</u>. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.
- 5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.
- **5.14 No Offshore Work**. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.
- **5.15** Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE

COVERED ENTITY

By: Michael Skovira	By:
311D6B49F0F94CC Michael Skovira Print Name	Elsa Jimenez Print Name:
Print Title Chief Medical Officer	Print Title: Director of Health Services
Date: 5/3/2024	Date: 5/7/2024 3:14 PM PDT