

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
TFR Medical Services, Inc.,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
Provide medical billing resolution and credentialing services

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$ 50,000**.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from **September 1, 2018** to **June 30, 2020**, 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 this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A Scope of Services/Payment Provisions
Exhibit B Business Associate Agreement

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice 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. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

County X

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Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Elsa Jimenez, Director of Health	Tammy Olea-Ruiz, President
Name and Title	Name and Title
1270 Natividad Rd	700 Telford Drive,
Salinas, CA 93906	Corralitos, CA 95076
Address	P.O. Box 1780, Aptos, CA 95001
(831) 755-4526	Address
Phone	(831) 728-8084
	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____ Contracts/Purchasing Officer

Date: _____

By: _____ Department Head (if applicable)

Date: _____

Approved as to Form¹

By: Mark Delle County Counsel

Date: 7/24/18

Approved as to Fiscal Provisions²

By: Mark Delle Auditor/Controller

Date: 7/25/18

Approved as to Liability Provisions³

By: _____ Risk Management

Date: _____

CONTRACTOR

TFR Medical Services, Inc.

Contractor's Business Name*

Tammy Cleary
(Signature of Chair, President, or Vice-President)*

Tammy Cleary
Name and Title

7/17/2018

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Name and Title

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT A
To Agreement by and between
County of Monterey and TFR Medical Services, Inc.

SCOPE OF SERVICES / PAYMENT PROVISIONS

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1 CREDENTIALING

CONTRACTOR shall provide services for and accept delegation of all or portions of the credentialing and re-credentialing of licensed health care providers for the COUNTY. CONTRACTOR shall work in conjunction with the COUNTY to complete the credentialing and re-credentialing process.

1. COUNTY shall be responsible for initiating contact with Provider to request credentials and to have Provider complete all applicable applications and credentialing packet documents.
2. COUNTY will provide CONTRACTOR with copies of applicable credentialing documents. The following documentation for each Provider shall include (as applicable): completed and signed California Participating Physician Application (CPPA) or Non-Physician Medical Practitioner Application (NPMP), curriculum vitae, medical license, drug enforcement administration (DEA) certificate, national provider identifier number correspondence, malpractice certificate, board certification or date scheduled to take boards, diplomas and certifications, Educational Commission for Foreign Medical Graduates (ECFMG), government issued identification (eg: driver's license or passport) and social security card (if received).
3. Upon receipt of credentials, CONTRACTOR shall populate all necessary payor program applications within five (5) business days or by Provider start date, whichever is first, and shall follow process as outlined in Section A.2 Payor Programs. List of Payor Programs is referenced in Attachment 1 to Exhibit A.
4. CONTRACTOR shall provide COUNTY with a profile for each Provider. An updated profile shall be provided to the COUNTY any time there is a change to Provider information. If profile is updated due to a renewed license/certificate, the updated license/certificate shall accompany the profile when provided to COUNTY.
5. CONTRACTOR will be responsible for establishing and maintaining all Provider credentialing files, including but not limited to:
 - a. Maintaining current and historical credentials. CONTRACTOR acknowledges that COUNTY may be audited at any time. Upon request, CONTRACTOR shall provide to COUNTY all credentialing records as may be necessary for COUNTY to comply with applicable state, federal and local laws and regulations with contracts

between COUNTY and third party payors. CONTRACTOR acknowledges that all credentialing information is property of the County of Monterey and must be provided to the COUNTY upon request and within requested timeframe.

- b. Auditing files and monitoring expiration dates. CONTRACTOR shall audit internal files monthly to ensure all required provider credentials are current.
- c. Storing credentialing documents in a confidential and secure environment at all times. CONTRACTOR must have a reliable back-up source for information storage, which shall be backed up daily.

6. CONTRACTOR shall provide COUNTY with any documents received directly from a Provider no later than five (5) business days or earlier if requested by County.
7. IF REQUESTED BY COUNTY, CONTRACTOR shall perform primary source verification and/or background checks on a Provider. Primary Source verification checks shall be from reputable sites, such as the American Medical Association (AMA); and/or sites mutually agreed upon by both parties.
8. IF REQUESTED BY COUNTY, CONTRACTOR shall perform all-inclusive Initial Internal Credentialing for a Provider according to COUNTY policy and procedure. CONTRACTOR shall use COUNTY produced credentialing packet materials, which COUNTY will provide once assigned to CONTRACTOR. Once received, CONTRACTOR shall perform the following:
 - a. Initiate contact with Provider(s) to request credentials within forty-eight (48) hours of receiving approval from the COUNTY to contact Provider.
 - b. Follow-up with Provider within two (2) business days of initial contact, or more frequently if needed to check status of requested items.
 - c. Upon receipt of all Provider credentials, complete necessary applications within five (5) business days and obtain Provider signatures. (Payor programs referenced in Attachment 1 to Exhibit A).
 - d. Inform COUNTY immediately if Provider does not respond or delays in submitting information.
 - e. Provide written clearance to COUNTY at least two (2) weeks prior to Provider's start date in clinic, confirming Provider is fully credentialed and cleared. CONTRACTOR shall inform and work with COUNTY if clearance is less than two (2) weeks of Provider start date.
 - f. Upon credentialing clearance, CONTRACTOR shall provide COUNTY with copies of all credentialing documents, including payor applications. Documents shall include, but not limited to, the items listed above in section A.1.2.
 - g. CONTRACTOR shall copy COUNTY designated staff on all initial credentialing correspondence and provide status updates to COUNTY.
9. IF REQUESTED BY COUNTY, CONTRACTOR shall perform Internal Re-credentialing or Payor Program Re-credentialing for a Provider according to COUNTY policy and procedure.

10. CONTRACTOR shall use COUNTY produced re-credentialing packet materials, which COUNTY shall provide once assigned to CONTRACTOR. Once received, CONTRACTOR shall perform the following:

- a. Initiate contact with Provider(s) to request re-credentialing materials within forty-eight (48) hours of receiving approval from the COUNTY to contact Provider.
- b. Follow-up with Provider within two (2) business days of initial contact, or more frequently if needed to check status of requested items.
- c. Inform COUNTY immediately if unable to make contact with Provider or Provider does not respond or delays in submitting information.
- d. CONTRACTOR shall complete the following within five (5) business days of receiving information from Provider:

i) Internal Re-credentialing

1. CONTRACTOR shall verify all requested materials are present and complete necessary verifications of all licenses and certifications.
2. Provide written clearance to COUNTY confirming Provider is fully re-credentialled and cleared for reappointment.
3. Upon credentialing clearance, CONTRACTOR shall provide COUNTY with copies of all re-credentialing documents received to allow COUNTY to update internal file. Documents shall include the following; Provider information update form, signed attestation form, signed information release form, updated hospital privileges form, updated current licensure or certifications, and any additional requested information.

ii) Payor Program Re-credentialing

1. Upon receipt of all re-credentialing materials, CONTRACTOR shall verify all requested materials are present and complete applicable payor applications.
2. CONTRACTOR shall complete all steps necessary to complete the Payor Program enrollment for the Provider including; obtaining Provider signatures and submitting application to appropriate Program, either by paper or electronic submission as described in A.2 Payor Programs.
- e. CONTRACTOR shall copy COUNTY designated staff on all re-credentialing correspondence and provide status updates to COUNTY.

A.2 PAYOR PROGRAMS

1. CONTRACTOR shall complete all Provider credentialing packets and applications to enroll the Providers in payor programs, as referenced in Attachment 1 to Exhibit A.

2. CONTRACTOR shall complete the packets and applications within five (5) business days of receiving supporting documentation from County or by Provider start date, whichever is first.
3. COUNTY and CONTRACTOR shall follow the processes outlined below for the various types of program packets and applications:
 - a. For paper application, process shall be as follows, unless otherwise mutually agreed in writing by both parties:
 - i. CONTRACTOR shall populate payor applications with all required information utilizing information provided by COUNTY.
 - ii. CONTRACTOR shall follow HIPAA regulations to securely send completed application to COUNTY.
 - iii. Upon receipt, COUNTY shall review application for accuracy.
 - iv. If complete and accurate, COUNTY shall obtain Provider signature. If incomplete or inaccurate, COUNTY will contact CONTRACTOR to complete/correct application and resubmit to County within two (2) business days.
 - v. Once signatures have been obtained, COUNTY will mail application to Program.
 - vi. COUNTY will inform CONTRACTOR of date application was mailed and provide any approval/rejection documentation to CONTRACTOR. CONTRACTOR shall work with COUNTY in follow-up to any rejection documentation received.
 - b. For electronic applications, process shall be as follows, unless otherwise mutually agreed in writing by both parties:
 - i. COUNTY shall complete electronic application. COUNTY shall consult with CONTRACTOR as needed for trouble shooting.
 - ii. COUNTY will review, obtain necessary approvals and submit application.
 - iii. COUNTY will inform CONTRACTOR of date submitted and provide any approval or rejection documentation to CONTRACTOR
 - c. IF REQUESTED BY COUNTY, CONTRACTOR shall complete all steps necessary to complete the Payor Program enrollment for a Provider including; obtaining Provider signatures and submitting application to appropriate Program, either by paper or electronic submission.
 - d. CONTRACTOR shall inform COUNTY of any packets requiring resubmission. Any packets requiring resubmission will be completed, reviewed by County and mailed within fourteen (14) days of return or earlier, if warranted.
4. CONTRACTOR acknowledges that non-credentialed Providers can cause significant cash flow issues for COUNTY, and that resubmission of credentialing can cause further time delays. CONTRACTOR shall make every reasonable effort to meet the criteria that

at least 90% of all credentialing packets will be submitted completely and error free, notwithstanding unforeseen circumstances not attributed to CONTRACTOR.

5. CONTRACTOR shall ensure that every effort is made to minimize the amount of time that Providers are removed from direct patient care for the purpose of conducting the administrative requirements associated with this Agreement.
6. Each party shall inform the other party of any known programs requiring additional enrollment, application submission or other follow-up.
7. Each party shall meet with the other party as requested to discuss status of workflow, identify specific requirements, and provide approval on credentialing and enrollment packets as needed.
8. COUNTY must review all final applications and documents prior to submittal to any program.
9. COUNTY and CONTRACTOR shall work together to verify accuracy of documents for the purpose of information consistency.

A.3. CONTINUOUS PROVIDER MONITORING

1. CONTRACTOR shall provide the continuous monitoring of each active Provider. Active is defined as Providers currently practicing within the Clinic Services Bureau and those separated from Clinic Services Bureau within one year.
2. CONTRACTOR shall include the following services in the continuous monitoring:
 - a. License/Certification Expiration Monitoring – CONTRACTOR shall send email reminder notices to Providers of expiring medical license(s), DEA certifications, and/or any other required certification(s) and malpractice insurance, excluding BETA.
 - i. First Reminder Notice shall be sent no later than ninety (90) days prior to expiration date.
 - ii. Second Reminder Notice shall be sent no later than sixty (60) days prior to expiration date.
 - iii. Final Reminder Notice shall be sent no later than thirty (30) days prior to the expiration date.
 - iv. If Provider does not provide renewed license or certification within two (2) weeks of expiration date, CONTRACTOR shall inform COUNTY immediately.
 - v. CONTRACTOR and COUNTY shall copy each other on all correspondence related to this task.
 - vi. CONTRACTOR shall provide COUNTY with a copy of renewed document prior to expiration date or within five (5) business days from notice of any change of information.

- b. Office of Inspector General (OIG)/System for Award Management (SAM) - CONTRACTOR shall conduct monthly exclusion checks of Providers through the OIG and SAM and provide documentation to the COUNTY confirming check was completed.
 - i) CONTRACTOR shall include documentation of completed monthly exclusions checks with each monthly invoice.
 - ii) CONTRACTOR shall immediately notify COUNTY if CONTRACTOR discovers any action.
- c. Adverse Action Monitoring - CONTRACTOR shall immediately notify COUNTY, if CONTRACTOR discovers:
 - i. The licenses, certifications or clinical privileges of Provider, providing patient care in the clinics, are revoked, suspended, restricted, expired or not renewed;
 - ii. Any peer review action, inquiry or formal corrective action proceeding, or investigation is concluded against any Provider;
 - iii. Provider is the subject of legal (malpractice) action or governmental action, inquiry or formal allegation concerning qualifications or ability to perform Services (including any allegation of malpractice);
 - iv. There is any formal report submitted to the applicable state licensing board or similar organization or the National Practitioner Data Bank or adverse credentialing or peer review action regarding any Provider;
 - v. There is any material change in any of the credentialing information regarding Provider;
 - vi. Provider is subject to sanctions under Medicare, Medi-Cal or any other Healthcare Programs; or
 - vii. There is any incident that may affect any license or certification held by Provider, or that may materially affect Provider's performance of its obligations under this Agreement.

A.4. MEDICAL BILLING CONSULTATION

If COUNTY requests assistance from CONTRACTOR for medical billing consultation:

1. CONTRACTOR shall be available to provide billing consultation as requested by COUNTY.
2. COUNTY shall provide CONTRACTOR with request for assistance as well as all pertinent documents associated with request as warranted to adequately address issue.
3. CONTRACTOR shall provide confirmation to COUNTY of receipt of request and documents and COUNTY and CONTRACTOR shall work together to timely address issue.
4. If billing issue is related to submitted credentialing application, CONTRACTOR shall resolve issue within two (2) weeks, unless a mutually agreed upon timeframe that is well

within the program specified deadline is agreed upon by COUNTY or if the resolution is prevented by program.

5. CONTRACTOR shall keep record of all correspondence with Programs for the purpose of issue resolution and shall provide to COUNTY if requested.

A.5. TRAININGS/EDUCATION SESSIONS

If COUNTY requests assistance from CONTRACTOR for Training or Education:

1. CONTRACTOR may be asked to provide content specific training presentations to Providers and/or staff regarding, but not limited to, program guidelines, coding and billing documentation. Prior to training presentations, COUNTY and CONTRACTOR will discuss the number of training sessions needed, the duration of each presentation, and the presentation topics in order to prepare for the training sessions. The length of each presentation will be agreed to between COUNTY and CONTRACTOR and confirmed in writing.
2. CONTRACTOR shall work with COUNTY to train/educate identified COUNTY staff member(s) on topics such as medical billing, coding or credentialing. For credentialing training, CONTRACTOR shall ensure that designated County staff is fully trained to perform both internal and program credentialing with the same 90% error free accuracy.
3. CONTRACTOR shall ensure that they arrive for all training/education sessions fully prepared to teach processes and methods that are tried and tested for accuracy and provide training materials as needed.

A.6. PROJECTS

If COUNTY requests assistance from CONTRACTOR for Projects:

1. CONTRACTOR may be asked to provide assistance to or complete special projects. In this event, COUNTY shall present to CONTRACTOR with special project(s) detailing deliverables and timeframe. Prior to start date, CONTRACTOR will provide COUNTY with a proposal of hours estimating the duration for any special project. All special projects shall only proceed upon written approval by COUNTY.

Examples of projects include, but are not limited to: completing facility credentialing for all clinic sites as needed, including but not limited to the preparation, submission and resubmission of electronic funds transfer paperwork and electronic claims submission paperwork; correction of mailing addresses or submission of updates as needed; and registration with health plans, governmental agencies, insurance carriers or other entities. (Attachment 2 to Exhibit A)

2. COUNTY must review all final applications/documents prior to submittal.

B. ACCESS TO INFORMATION AND RECORDS/RIGHT TO AUDIT

1. CONTRACTOR acknowledges that all information obtained for the purpose of this Agreement is the property of the County of Monterey, including any log in and password information.
2. COUNTY may conduct random inspections of CONTRACTOR files related to Agreement. If information is stored on CONTRACTOR's database, CONTRACTOR shall provide COUNTY with CONTRACTOR supervised access in order to retrieve County specific information.
3. CONTRACTOR shall fulfill information request from COUNTY within twenty four (24) hours of request or provide a reasonable timeframe for completion of twenty four (24) hours is not possible.

C. PERFORMANCE MONITORING

1. CONTRACTOR and COUNTY shall have a standing meeting bi-weekly or more frequently if needed to discuss status of current projects and assignments.
2. CONTRACTOR shall provide updates to COUNTY on the status of and/or the completion of assignments/projects by the date listed on the post-call status sheet or earlier if time-sensitive.
3. If CONTRACTOR is unable to complete item or provide update by the designated date then CONTRACTOR must inform COUNTY within twenty-four (24) hours of the designated due date.

D. NON-PERFORMANCE

If CONTRACTOR fails or refuses to perform any part of work required by the Agreement within the expected response time, the COUNTY may contract with another outside source or may use COUNTY personnel to perform that work.

E. TERMINATION/NON-RENEWAL

In the event of termination or non-renewal of this Agreement, CONTRACTOR must deliver to Clinic Services Administration, COUNTY items, such as badge, passwords, originals and copies of COUNTY documentation and Provider credentialing information within five (5) business days unless otherwise mutually agreed upon.

F. PAYMENT PROVISIONS

County shall pay an amount not to exceed \$55,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

1. COUNTY shall pay CONTRACTOR fee listed in Payment Table for successfully completing initial payor program credentialing of new Providers, as per normal work

flow that includes COUNTY staff involvement (normal work flow designated in Section A.1). CONTRACTOR shall not invoice COUNTY until CONTRACTOR has submitted completed payor program applications to COUNTY.

2. If requested, COUNTY shall pay CONTRACTOR fee listed in Payment Table for successfully completing an all-inclusive initial credentialing of New Provider. All-inclusive shall mean that CONTRACTOR completes all tasks necessary for credentialing process and regular COUNTY designated staff assistance is not included. CONTRACTOR will assure that all Provider files are complete and current and have successfully been entered into CONTRACTOR's database system where it will be maintained. CONTRACTOR shall not invoice COUNTY until COUNTY has cleared Provider to start in clinic.
3. COUNTY shall pay CONTRACTOR a monthly maintenance fee listed in Payment Table per active Provider currently being maintained in credentialed status. CONTRACTOR will, on average, maintain eighty (80) active Provider files per month. CONTRACTOR will assure that all Provider files are complete and current and have successfully been entered into CONTRACTOR's database system where it will be securely maintained.
4. COUNTY shall pay CONTRACTOR the fee listed in Payment Table for Provider/Staff training presentations, Staff education sessions, and billing consultation. For any training or education session the length and number of sessions will be negotiated between both parties and agreed upon in writing.
5. COUNTY shall pay CONTRACTOR the fee listed in Payment Table for Provider/Staff training presentations, staff education sessions, and billing consultation. CONTRACTOR shall not proceed with services until the cost and schedule has been pre-approved by the COUNTY in writing.
6. CONTRACTOR shall include a Current Provider Roster with monthly invoice submitted. If a Provider has separated from COUNTY, CONTRACTOR shall include Provider separation date next to Provider name on Roster. Provider name shall only be removed after one (1) year from separation date.
7. There shall be no travel reimbursement allowed during this Agreement.
8. 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.

PAYMENT TABLE

SERVICE	FEES RATE	TERMS
Initial Payor Program Credentialing	\$100 per Provider	Billed upon completion
Monthly Maintenance Fee	\$15 per provider / per month	Billed monthly at end of month

OTHER SERVICES, IF REQUESTED	FEES RATE	TERMS
Initial All Inclusive Credentialing	\$120 per Provider	AS REQUESTED – Billed upon completion
Provider Background Check	NTE \$100 per Provider	AS REQUESTED – Billed upon completion
Re-credentialing	Included as part of the monthly monitoring fee	AS REQUESTED
Provider / Staff Training Sessions	\$75 per hour	Billed upon completion – written approval required
Staff Education Sessions	\$75 per hour	Billed upon completion – written approval required
Billing Consultation	\$75 per hour	Billed upon completion – written approval required
Special Projects	\$75 per hour	Billed upon completion – written approval by COUNTY required CONTRACTOR Quote required

G. CONTRACTORS BILLING PROCEDURES

NOTE: 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.

1. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
3. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

4. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
5. CONTRACTOR shall submit invoices to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

Clinic Services Invoices mail to:

Monterey County Health Department
FQHC Look-Alike Clinics
1441 Schilling place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:

CS_Finance@co.monterey.ca.us

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective July 1, 2018 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and TFR Medical Services, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. 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"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

- (a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate

Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(j)(B);

(d) use PHI in its possession for 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);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner 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 persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) 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, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the 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 two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents 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;

(i) 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 in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; 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;

(j) 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;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

- (l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

- (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;
- (b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and
- (c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

- (a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;
- (b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;
- (c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;
- (d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any 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. TERMS AND TERMINATION

4.1 **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 **Termination.** Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 **Automatic Termination.** This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 **Amendments; Waiver.** This Agreement 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 the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement 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 Agreement 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 to the facsimile telephone numbers listed below.

If to Business Associate, to:

TFR Medical Services, Inc.
P.O. Box 1780, Aptos CA 95001
Attn: Tammy Olea-Ruiz, President
Tel: (831) 728-8084
Fax: (831) 603-4600

If to Covered Entity, to:

County of Monterey – Department of Health
1270 Natividad Road, Salinas, Ca 93906
Attn: Elsa Jimenez, Director of Health
Tel: (831) 755-4621
Fax: (831) 755-4797

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 Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

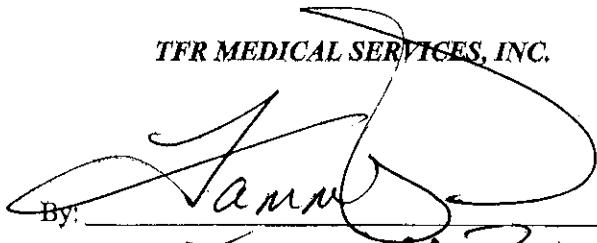
5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, 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 this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

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

**COUNTY OF MONTEREY, ON BEHALF OF
THE HEALTH DEPARTMENT**

TFR MEDICAL SERVICES, INC.

By: _____

By: 

Print Name: _____

Print Name: Tammy Ruiz

Print Title: _____

Print Title: President

Date: _____

Date: 5/21/2018