



## Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

#### Agreement No.: A-11775

Upon motion of Supervisor Parker, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

Authorized the Contracts/Purchasing Officer to execute Amendment No. 3 to Agreement A-11775 with LocumTenens.com to increase the funding by \$150,000 for a revised total Agreement amount not to exceed \$510,000 for the term July 1, 2010 to June 30, 2016.

PASSED AND ADOPTED on this 7th day of July 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on July 7, 2015.

Dated: July 16, 2015  
File ID: A 15-216

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Report

Legistar File Number: A 15-216

July 07, 2015

Introduced: 6/15/2015

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

Authorize the Contracts/Purchasing Officer to execute Amendment No. 3 to Agreement A-11775 with LocumTenens.com to increase the funding by \$150,000 for a revised total Agreement amount not to exceed \$510,000 for the term July 1, 2010 to June 30, 2016.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Authorize the Contracts/Purchasing Officer to execute Amendment No. 3 to Agreement A-11775 with LocumTenens.com to increase the funding by \$150,000 for a revised total Agreement amount not to exceed \$510,000 for the term July 1, 2010 to June 30, 2016.

### SUMMARY/DISCUSSION:

Locum Tenens are licensed Physicians and Healthcare Professionals who are Board Certified or Board Eligible or have equivalent training and experience. LocumTenens.com provides temporary medical services in accordance with applicable Federal, State, and County laws, rules, regulations, and policies. LocumTenens.com is an agency that provides physician and psychiatric health care placement services.

The County of Monterey engages Physicians and Healthcare Professionals who provide Locum Tenens services in areas of critical medical need where sufficient permanent staffing is not available. This amendment will assure the provision of essential mental health, medication support, primary care, and specialty care continue for clients of Monterey County Health Department's Behavioral Health Bureau during temporary absences of psychiatrist and psychiatric health care professionals.

This Work supports the Monterey County Health Department 2011-2015 Strategic Plan initiative: 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 8) Assure competent public and personal health care workforce.

### OTHER AGENCY INVOLVEMENT:


County Counsel and Auditor-Controller have reviewed and approved this Amendment No. 3 to Agreement A-11775 as to legal form and fiscal provisions, respectively. This Amendment No. 3 to Agreement A-11775 is on file with the Clerk of the Board.

### FINANCING:

This Agreement is funded by Realignment (69%) and Federal Financial Participation (31%) funds. The amount for Amendment No. 3 to Agreement A-11775 is \$150,000 for FY 2014-16, for a revised total Agreement amount not to exceed \$510,000. The funds for this Amendment are

included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) Adopted Budgets for FY 2014-15 and FY 2015-16.

Prepared by: Pat Bass, Management Analyst, 4538

Approved by: Ray Bullick, Director of Health, 4526 

**Attachments:**

Amendment No. 3 to Agreement A-11775 is on file with Clerk of the Board

Amendment No. 2 to Agreement A-11775 is on file with Clerk of the Board

Amendment No. 1 to Agreement A-11775 is on file with Clerk of the Board

Agreement is on file with the Clerk of the Board

## **AMENDMENT No. 3 TO AGREEMENT A-11775**

This Amendment No. 3 to Agreement A-11775 is made and entered into by and between the County of Monterey (hereinafter referred to as "County"), and Locum Tenens.com, (hereinafter referred to as "Contractor").

**WHEREAS**, the County and the Contractor have heretofore entered into a Professional Services Agreement to provide referrals for Locum Tenens service Providers for the period of July 1, 2010 to June 30, 2012 (Agreement A-11775); and

**WHEREAS**, on or about June 19, 2012, the County and Contractor entered into an executed Amendment No.1 to extend the term date July 1, 2010 to June 30, 2014, and increase the rate of services; and

**WHEREAS**, on or about June 17, 2014, the County and Contractor entered into an executed Amendment No 2 to extend the term date July 1, 2010 to June 30, 2016, increase the maximum Count obligation to \$360,000, increase the rate of services, and include an additional specialty of locum tenens Psychiatric Nurse Practitioner; and

**WHEREAS**, the County and the Contractor wish to amend the Agreement as specified below:

1. Reallocate unused funding from FYs 2010-14 to FYs 2014-16.
2. Increase the total amount payable by County to Contractor by \$150,000 for FYs 2014-16, for a maximum County obligation of \$510,000.
3. Add Exhibit C: Business Associate Agreement.

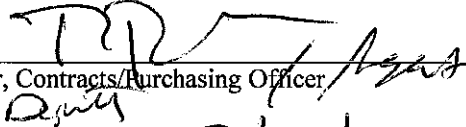
**NOW THEREFORE**, the County and the Contactor hereby agree to amend the agreement in the following manner:


1. Paragraph 2 of the original agreement is amended to read as follows: "PAYMENTS BY COUNTY. The total amount payable by County to Contractor under this Agreement shall not exceed the sum of \$510,000."
2. Amendment No. 2 EXHIBIT A-2 – Part 2 Payment Provisions is replaced with AMENDMENT No. 3 EXHIBIT A-3 – Part 2 Payment Provisions. All references in the Agreement to EXHIBIT A – Part 2 shall be construed to refer to AMENDMENT No. 3 EXHIBIT A-3 – Part 2 Payment Provisions.
3. Add Exhibit C: Business Associate Agreement.
4. All other terms and conditions of Agreement A-11775 shall remain in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT No. 2 to Agreement A-11775 on the day and year written below.

MONTEREY COUNTY


CONTRACTOR

~~7-9~~   
Mike Derr, Contracts/Purchasing Officer

By:   
Signature of Chair, President, or Vice-President

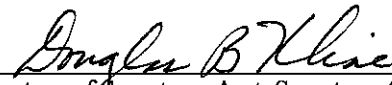
Dated: 7/20/15

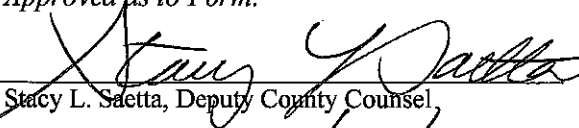
Kevin Thill SVP  
Printed Name and Title

  
Ray Bullick, Director of Health

Dated: 4/30/15

Dated: 7-20-15

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

Approved as to Form:  
  
Stacy L. Saetta, Deputy County Counsel

Douglas B. Kline, CFO  
Printed Name and Title

Dated: 6/3/15

Dated: 5/21/15

Approved as to Fiscal Provisions:  
  
Gary Giboney, Auditor/Controller

Dated: 6-5-15

Approved as to Liability Provisions:  
  
Steve Mauck, Risk Management  
  
Dated: \_\_\_\_\_

**\*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.

Approval by County Counsel is required.  
Approval by Auditor-Controller is required.  
Approval by Risk Management is necessary only if changes are made to Sections 8 and 9.

**Amendment No. 3 Exhibit A-3 – Part 2**  
**Payment Provisions**

**I. PAYMENT PROVISIONS**

**A. PAYMENT TYPE**

Negotiate Rate (NR) with rate established in contract. It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the Agreement in accordance with Exhibit A-3 - Part 2 rate sheet attached hereto.

**B. PAYMENT CONDITIONS**

1. In order to receive any payment under this Agreement, CONTRACTOR shall submit claims in such form as may be required by the COUNTY. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY so as to reach the COUNTY no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services. Invoices shall be billed directly to Behavioral Health Bureau of the Health Department.
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. COUNTY shall review and certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by the COUNTY.
4. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within 20 days after the CONTRACTOR's receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
5. Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive reimbursement for travel, lodging, or meal expenses.

## II. MAXIMUM LIABILITY

Subject to the limitation set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$510,000** for services authorized pursuant to this Exhibit.

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
July 1, 2010 to June 30, 2013	0
July 1, 2013 to June 30, 2014	\$ 79,234
July 1, 2014 to June 30, 2016	\$430,766
<b>MAXIMUM COUNTY OBLIGATION</b>	<b>\$510,000</b>

AMENDMENT No. 3 EXHIBIT A-3 Part 2: Payment Provisions	COVERAGE			CALL			HOLIDAY		OTHER	
	All Inclusive Daily Rate	Daily/Hourly Rate	Overtime/Premium Rate	Weeknight Call	Weekend Call	Holiday Premium	Administrative Services/Day	Reassignment (Permanent Placement) Fee		
Psychiatry Inpatient	\$1,600.00	\$200.00	\$215.00	\$235.00	\$1,000.00	\$1,000.00	\$28.00	\$34,000		
Psychiatry Outpatient	\$1,600.00	\$200.00	\$215.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000		
Psychiatry Child & Adolescent Inpatient	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Psychiatry Child & Adolescent Outpatient	\$1,720.00	\$215.00	\$215.00	N/A	N/A	\$1,000.00	\$28.00	\$34,000		
Psychiatric Nurse Practitioner	\$800.00	\$100.00	\$155.00	\$180.00	\$800.00	\$800.00	\$28.00	\$30,000		

\*Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive separate reimbursement for travel, lodging, or meal expenses.

**DEFINITIONS:**

All Inclusive Rate:	Charged daily and defined as an 8-hour work day.
Overtime/Premium Hourly Rate:	Hourly overtime/premium rate after a 40-hour week.
Weeknight On-Call:	Charged nightly to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of patient contact on-call.
Weekend On-Call:	Charged by 24-hour period to have PROVIDER on-call. Overtime/premium hourly rate is charged for all hours of patient contact on-call.
24 Hour-Call:	Used for call-only assignments. Charged per 24-hour period. overtime/premium rate is charged for all hours of on-call patient contact in a 24-hour period.
Holidays:	A rate of one-half of the Daily Rate will be charged as a premium for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any holiday that is recognized by the COUNTY if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on-call, COUNTY will pay the full Daily Rate for PROVIDER for each holiday. If PROVIDER has any patient contact or is required to report to COUNTY's facility on one of these holidays, COUNTY will pay the full Daily Rate for PROVIDER plus the Holiday Premium, which includes up to 4 hours of professional services. COUNTY will be charged at the overtime/premium Hourly Rate for all hours performed over 4 hours on any of these holidays.
Administrative Services:	The administrative service fee is applicable for each calendar day the PROVIDER delivers services through either patient contact or call availability and includes, but is not limited to, the following services: maintenance of medical malpractice insurance policy, referencing, verifying licensure, forwarding COUNTY's verification forms to third parties and continuous follow-up to ensure completed forms are returned to COUNTY in a timely manner, and coordinating travel itineraries.
Reassignment (Permanent Placement) Fee:	COUNTY agrees to pay CONTRACTOR a Reassignment Fee as indicated on payment provisions of Exhibit A for the reassignment of 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 eighteen (18) months after such PROVIDER is presented to COUNTY or after PROVIDER ceases to provide services to COUNTY.



## Exhibit C: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective **June 1, 2015** (“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 **LocumTenens.com** (“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 (“EPHI”), 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)(i)(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:

LocumTenens.com  
2655 Northwinds Parkway  
Alpharetta, GA 30009  
Attn: Kevin Thill, SVP  
Tel: 800-562-8663

If to Covered Entity, to:

Monterey County Health Department—Behavioral Health Bureau  
1270 Natividad Road  
Salinas, CA 93906  
Attn: Ray Bullick or Designee, Bureau Chief  
Tel: (831) 755-4509

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.

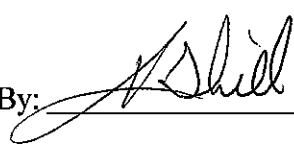
**COUNTY OF MONTEREY, ON BEHALF OF  
THE HEALTH DEPARTMENT**

**LOCUMTENENS.COM**

By: 

Print Name: Ray Bullick  
Print Title: Director of Health

Date: 7-30-15

By: 

Print Name: Kevin Thill  
Print Title: Senior Vice-President

Date: 4/30/15

BAA- Health Department Revised 12/12/2014

LocumTenens.com Amendment No. 3 to A-11775

Term: 7/1/2010 to 6/30/2016