

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Medical Doctor Associates
(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 Locum Tenens Referrals

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 shall not exceed the sum of \$ 900,000.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from July 1, 2015 to June 30, 2018, 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 A-Part 2 Payment Provisions

Exhibit B Insurance Justification

Exhibit C Reassignment/Permanent Placement

Exhibit D 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 in this paragraph. 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, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

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 \$1,000,000 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.

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:
Ray Bullick, Director of Health	Medical Doctor Associates
Name and Title 1270 Natividad Road Salinas, CA 93906	Name and Title 145 Technology Parkway NW Norcross, GA 30092
Address	Address
(831) 755-4526	1 (800) 780-3500
Phone	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

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
~~Department Head (if applicable)~~ *pn*

Date: 7-8-15

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
Stephanie
Deputy County Counsel

Date: 7/18/15

Approved as to Fiscal Provisions²

By: _____
[Signature]
Auditor/Controller

Date: 5/19/15

Approved as to Liability Provisions

By: _____
~~APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE~~
Risk Management

Date: 5/21/15

Date: _____

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

Medical Doctor Associates
Contractor's Business Name*

By: _____
[Signature]
(Signature of Chair, President, or Vice-President)*

Anne B Anderson, Executive Vice President
Name and Title
Date: 05/11/2015

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

Date: _____
Name and Title

*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 necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A SCOPE OF SERVICES

I. IDENTIFICATION OF CONTRACTOR

Name: Medical Doctor Associates
Address: 145 Technology Parkway NW
Norcross, GA 30092
800-780-3500

II. SCOPE OF SERVICES

1. WHEREAS, CONTRACTOR arranges for and furnishes the services of "locum tenens Providers", each of whom is duly licensed and qualified to practice medicine in California.
2. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to refer locum tenens to COUNTY in the following specialty:

Physician

- Family Practice
- Internal Medicine
- Obstetrics and Gynecology
- Pediatrics
- Pediatric Cardiology

Mid-levels

- Nurse Practitioner
- Physician Assistant

III. SERVICES/OBJECTIVES BY CONTRACTOR

1. CONTRACTOR shall search, screen, and pre-qualify potential locum tenens Provider (hereinafter referred to as "Provider") before referring such Providers to the COUNTY for consideration and service. Providers must meet job specifications provided by COUNTY.
2. CONTRACTOR shall inform COUNTY of candidate qualifications and provide a copy of up-to-date Curriculum Vitae to COUNTY for review. For the specialties of Family Practice, Internal Medicine, Obstetrics and Gynecology, Pediatrics and Pediatric Cardiology, CONTRACTOR shall only refer Physicians who are Board Certified. CONTRACTOR may refer Board Eligible Physicians but only upon request by COUNTY.
3. CONTRACTOR shall provide to COUNTY three (3) written references and two (2) facility verifications (current, within a two-year time frame) for the Provider at the time physician is referred to COUNTY.

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

efforts expeditiously as possible to recruit for a replacement candidate, subsequent to the approval of the COUNTY at no additional charge.

9. CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the occurrence of any one or more of the following events involving each Provider referred who is on assignment at the COUNTY.
 - a) CONTRACTOR or Provider becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare, Medicaid and/or other Health care Program, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;
 - b) Provider's license to practice medicine in the State of California, Drug Enforcement Agency registration, malpractice coverage and/or medical staff or healthcare facility privileges is suspended, restricted, terminated, revoked, denied or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
 - c) Provider becomes the subject of any suit, action or other legal proceeding arising out of his or her professional services';
 - d) Provider is charged with a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime related to such Physician's practice of medicine;
 - e) Provider is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent;
 - f) Provider is charged with or convicted of a criminal offense;
 - g) Any act of nature or any other event occurs which has a material adverse effect on CONTRACTOR or Provider's ability to provide the Services; or
 - h) Any other event that occurs that materially interrupts or affects all or a portion of CONTRACTOR or Provider's obligations under this Agreement
10. Upon request by County, CONTRACTOR shall immediately remove and replace any Provider from furnishing Services under this Agreement who:
 - a) For any of the reasons stated in Section III. 9;
 - b) Engages in conduct that, in County's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of County;
 - c) Fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and a reasonable opportunity to comply;
 - d) Is deemed not to fit well within the existing County culture and structure.
11. Upon the removal of a Provider, CONTRACTOR shall engage, at its cost and expense, and provide to County, a qualified substitute for the removed Provider. Failure to take such action shall constitute a material breach of this Agreement. Nothing herein shall be construed to limit County's rights under any provision of this Agreement.

12. CONTRACTOR shall ensure that each assigned Provider under this Agreement shall execute the PHYSICIAN CERTIFICATION in Section VIII and shall provide an executed copy to COUNTY prior to the start date of the assignment.
13. CONTRACTOR's professional liability insurance shall cover CONTRACTOR and all referred locum tenens Physicians.
14. CONTRACTOR and each locum tenens Provider is and shall at all times be an independent CONTRACTOR with respect to the County in the performance of CONTRACTOR's and any locum tenens Provider's obligations under this Agreement. Neither CONTRACTOR nor any locum tenens Provider shall hold himself or herself out as an officer, agent or employee of the County, and shall not incur any contractual or financial obligation on behalf of the County without the County's prior written consent.
15. CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available services on a priority basis.

IV. SERVICES BY CONTRACTOR REFERRED PROVIDER (LOCUM TENENS)

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

1. Perform his or her professional medical duties in accordance with: (a) applicable Federal, State and County laws, rules and regulations, and policies; (b) all rules and regulations generally applicable to physicians practicing medicine in the State of California; (c) applicable requirements of third party payor programs; and (d) County and Health Department policies and procedures; and (e) applicable Federally Qualified Health Center (FQHC) policies, rules and regulations.
2. Agree to be a "Participating Physician" in the Medicare, Medi-Cal, and other Healthcare Programs in order to permit the COUNTY to bill for Contracted Services.
3. Assure that the medications, procedures and laboratory testing ordered for each patient, is not only medically necessary for diagnosis and/or treatment, but also compliant to the specifications of the program.
4. Complete any billing and credentialing paperwork prior to, during the duration of, and after rendering service to the COUNTY.
5. Exhibit professional behavior and maintain respect for the dignity and sensitivities of patient and families, as well as colleagues, County employees and all other healthcare professionals and shall communicate information timely and as needed, collaborate effectively, and work as a team.

6. Comply in all respects with Business Associates Agreement and all applicable confidentiality requirements (Exhibit D).
7. Comply fully with all Federal and State health information confidentiality laws, regulations and related requirements, including but not limited to, the Federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) laws, and the California State Confidentiality of Medical Information Act. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.
8. Reviews, is familiar with, and complies with all applicable requirements of the Office of the Inspector General (OIG) Medicare Compliance Bulletins.
9. Use COUNTY premises and space solely and exclusively for the provision of locum tenens services.

V. MEDICAL RECORDS

1. CONTRACTOR shall require that each Provider prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to County patients, in accordance with County rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as COUNTY designates from time to time. All such information and records shall be: (i) prepared on forms developed, provided or approved by County; (ii) the sole property of County, (iii) maintained at County in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations. CONTRACTOR referred Provider shall possess some experience and knowledge of working techniques of an electronic health records program system.
2. CONTRACTOR shall require that Providers maintain and upon request provide to COUNTY, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for CONTRACTOR and/or COUNTY to comply with applicable state, federal and local laws and regulations and with contracts between COUNTY and third party payors. CONTRACTOR shall assure that all such records and information are retained for at least ten (10) years following the expiration or termination of this Agreement and shall require Providers to preserve and maintain their records for a similar period. This Section shall survive the expiration or termination of this Agreement.

VI. SERVICES/OBJECTIVES BY COUNTY

1. COUNTY shall provide CONTRACTOR an accurate practice description, upon CONTRACTOR request.
2. COUNTY shall provide CONTRACTOR background information regarding the work site, hospital and/or the community, upon CONTRACTOR request.

3. COUNTY shall be responsible for credential verification and privileging of Providers referred, at all times.
4. COUNTY shall specify to CONTRACTOR specialty need and whether it is for inpatient care; outpatient care; and whether assignment includes supervision and oversight of Resident Physicians (Family Practice).
5. COUNTY shall, to the extent permitted by law, be solely responsible for billing payor and patients for services performed by Providers under this Agreement and collecting such fees and charges.

VII. EFFECT OF TERMINATION OR EXPIRATION

Upon any termination or expiration of this Agreement:

1. All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Providers' obligation to continue to provide services to County patients under Providers' care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.
2. Upon County's request, Provider shall immediately vacate the premises, removing any and all of Provider's personal property, and County may remove and store, at CONTRACTOR's expense, any personal property that the Provider has not so removed.
3. Provider shall immediately return to County all of County's property, including County equipment, supplies, and patient records, in CONTRACTOR or Providers' possession or under CONTRACTOR or Providers' control.
4. CONTRACTOR and Provider shall not do anything or cause any other person to do anything that interferes with County's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between County and any other person or entity who may be engaged to provide the Services to County.

VIII. PHYSICIAN CERTIFICATION

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

By: _____

Print Name: _____

Date: _____

Exhibit A – 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 - Part 2 rate sheet attached hereto.

B. PAYMENT CONDITIONS

1. Invoices from CONTRACTOR for all services rendered per this Agreement shall be billed directly to the ordering Bureau of the Health Department.
2. CONTRACTOR shall submit invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
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.
4. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall notify the CONTRACTOR in writing of such and shall specify the reason for it. If the CONTRACTOR desires to contest, 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.
5. Neither CONTRACTOR nor PROVIDER assigned by CONTRACTOR shall receive reimbursement for travel, lodging, or meal expenses.
6. Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by COUNTY. Surcharges and additional fees not included in the Agreement must be approved by COUNTY in writing through an Amendment.

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 **\$900,000** for services authorized pursuant to this Exhibit.

	HEALTH BUREAU	AMOUNT
	Clinic Services	\$900,000
MAXIMUM COUNTY OBLIGATION		\$900,000

EXHIBIT A Part 2: Payment Provisions

Monterey County Health Department
RATE SHEET FOR SPECIALTY SERVICES

MEDICAL DOCTOR ASSOCIATES - July 1, 2015 to June 30th, 2016
 2% increase July 1, 2016 to June 30, 2017
 1% increase July 1, 2017 to June 30, 2018

	All Inclusive Daily Rate*	Daily/Hourly Rate	Overtime Hourly Rate	Permanent Placement Fee
Family Practice 0-8 hours: OT after 5pm	\$1,360.00	\$170.00	\$ 270.00	\$26,000.00
Family Practice 0-9 hours: OT after 6 pm	\$1,530.00	\$170.00	\$ 270.00	\$26,000.00
Family Practice 0-10 hours: OT after 7 pm	\$1,700.00	\$170.00	\$ 270.00	\$26,000.00
Internal Medicine 0-8 hours: OT after 5pm	\$1,408.00	\$176.00	\$ 276.00	\$26,000.00
Internal Medicine 0-9 hours: OT after 6pm	\$1,584.00	\$176.00	\$ 276.00	\$26,000.00
Internal Medicine 0-10 hours: OT after 7pm	\$1,760.00	\$176.00	\$ 276.00	\$26,000.00
Nurse Practitioner 0-8 hours: OT after 5pm	\$972.00	\$121.50	\$ 222.00	\$20,000.00
Physician Assistants 0-8 hours: OT after 5pm	\$972.00	\$121.50	\$ 222.00	\$20,000.00
Family Practice with OB 0-8: OT after 5pm	\$1,995.00	\$249.38	\$ 329.00	\$26,000.00
Obstetrics and Gynecology 0-9 hour day: OT after 6pm	\$1,995.00	\$249.38	\$ 329.00	\$30,000.00
Pediatrics 0-8 hours: OT after 5pm	\$1,438.00	\$179.75	\$ 279.00	\$26,000.00
Pediatrics 0-9 hours: OT after 6pm	\$1,617.75	\$179.75	\$ 279.00	\$26,000.00
Pediatrics 0-10hrs: OT after 7pm	\$1,797.50	\$179.75	\$ 279.00	\$26,000.00
Pediatric Cardiology 0-8 hours: OT after 5pm	\$2,432.00	\$304.00	\$ 275.00	\$36,000.00

RATES ARE ALL INCLUSIVE OF TRAVEL EXPENSES AND ADMINISTRATIVE FEES

*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 (PD and PDC charged for 0-8 hr. day 8a-5p).
Overtime/Premium Hourly Rate:	OT after minimum hours/time worked and for patient contact when on call (additional hours on included in Daily Rate)
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.
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 B

INSURANCE JUSTIFICATION

CONTRACTOR NAME: Medical Doctor Associates

Automobile Liability Insurance Endorsement

Business Justification:

The CONTRACTOR is self-insured and has provided proof of Automobile Liability Insurance at the COUNTY required limits. Based on the Service Description, the Additional Insured Endorsement is not required because the CONTRACTOR is located out-of state and shall not drive on COUNTY premises. As part of this Agreement, all work transactions by the CONTRACTOR shall be provided via Telecommunications, Electronic-Mail, Facsimile, and/or US Postage-Mail.

EXHIBIT C
REASSIGNMENT/PERMANENT PLACEMENT

CONTRACTOR NAME: Medical Doctor Associates

COUNTY agrees to pay CONTRACTOR a Reassignment/Permanent Placement Fee as indicated on Payment Provisions of Exhibit A – Part 2 for the reassignment/permanent placement 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.

CONTRACTOR, on behalf of the PROVIDER, shall provide COUNTY with the following as applicable:

- a) Notification of PROVIDERS that meet the professional qualifications of the COUNTY and who have expressed a desire for continued information regarding the position(s) available through COUNTY.
- b) Current Curriculum Vitae
- c) American Medical Association Credentials Verification Report
- d) Valid and unrestricted California medical license
- e) Current National Provider Identifier (NPI) credentials
- f) Valid and unrestricted Drug Enforcement Agency (DEA) credentials
- g) American Board of Medical Specialty Certification
- h) Certification status from Educational Commission for Foreign Medical Graduates (ECFMG)
- i) Driver's license
- j) A minimum of three (3) written references and two (2) facility verifications (current, within a two-year time frame).
- k) Disciplinary Action Report from the Federation of State Medical Boards and the California Medical Board along with notification of any discrepancies or disciplinary actions against presented Provider.
- l) Proof of current, unrestricted certification to participate in the Medicare and Medi-Cal programs
- m) Professional liability insurance
- n) All Diplomas and Certifications, including Residency Training Completion
- o) BLS Certification
- p) ACLS, PALS and/or NRP Certification
- q) Social Security Card
- r) Verification and results of all reference checks, and any other credentialing documentation as deemed necessary by COUNTY, upon COUNTY request.

CONTRACTOR hereby agrees to:

1. Not make job offers to PROVIDER on behalf of the COUNTY. COUNTY will directly communicate job offer to PROVIDER.
2. Provide assistance in contract negotiations with the PROVIDER, only upon request by COUNTY.

3. Consult with COUNTY and the PROVIDER regarding relocation dates and facilitation of other needs of the PROVIDER, as necessary, after successful completion of the contractual agreement between PROVIDER and COUNTY, only upon request by COUNTY.

COUNTY hereby agrees to:

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

EXHIBIT D BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective July 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 **Medical Doctor Associates** (“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:

Medical Doctor Associates
145 Technology Parkway NW

Norcross, GA 30092
800-780-3500

If to Covered Entity, to:

Monterey County Health Department—Clinic Services Bureau
1270 Natividad Road
Salinas, CA 93906
Attn: Ray Bullick or Designee, Bureau Chief
Tel: (831) 755-4526
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 CMLA.

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**

**[BUSINESS ASSOCIATE]
MEDICAL DOCTOR ASSOCIATES**

By: 

Print Name: Ray Bullick

Print Title: Director of Health

Date: 7-8-15

By: 

Print Name: Anne B Anderson

Print Title: Executive Vice President

Date: 08/11/2015

BAA- Health Department Revised 12/12/2014