

**AMENDMENT NO. 4**  
**FOR PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN Aureus Radiology LLC AND**  
**THE NATIVIDAD MEDICAL CENTER**  
**FOR**  
**Ancillary Registry Services**

The parties to Professional Services Agreement ("Agreement"), dated February 1, 2010 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Aureus Radiology LLC (Contractor), hereby agree to amend their Agreement (No. A-10289) on the following terms and conditions:

**WHEREAS**, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the increase in the amount payable for services rendered.

**WHEREAS**, the County and Contractor amended the Agreement previously on January 1, 2011 via Amendment No. 1, on January 1, 2011 via Amendment No. 2, and on January 1, 2012 via Amendment No.3.

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-10289).
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-10289) shall not exceed the total sum of \$900,000 for the full term of the Agreement.*"
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from February 1, 2010 to December 31, 2010 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from February 1, 2010 to December 31, 2012 unless sooner terminated pursuant to this Agreement.*"
4. All other terms and conditions of the Agreement shall continue in full force and effect. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, and 3 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No. A-10289).
6. The effective date of this Amendment is April 1, 2012.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

**CONTRACTOR**

Signature 1 [Signature]  
Printed Name Kristina Nowak  
Signature 2 [Signature]  
Printed Name Bob Williams

Dated 3.15.12  
Title Authorized Sign  
Dated 3/15/2012  
Title Authorized Signer

*\*\*\*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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

**NATIVIDAD MEDICAL CENTER**

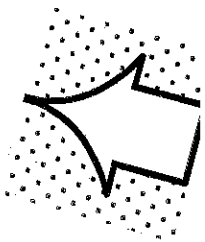
Signature \_\_\_\_\_  
Purchasing Manager  
Signature [Signature]  
NMC - CEO

Dated \_\_\_\_\_  
Dated 3/16/12

Approved as to Legality and Legal Form:  
Charles J. McKee, County Counsel

By \_\_\_\_\_  
Stacy Saetta, Deputy  
Attorneys for County and NMC

Dated: \_\_\_\_\_, 2012



**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>November 8, 2011</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-10289) with Aureus Radiology for Ancillary Registry Services at NMC in an amount not to exceed \$800,000 in the aggregate and \$200,000 for the period January 1, 2012 to December 31, 2012.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

**RECOMMENDATION:**

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-10289) with Aureus Radiology for Ancillary Registry Services at NMC in an amount not to exceed \$800,000 in the aggregate and \$200,000 for the period January 1, 2012 to December 31, 2012.

**SUMMARY/DISCUSSION:**

On October 4, 2005 the Board authorized the Purchasing Manager for Monterey County to execute an Agreement (No. A-10289) with multiple vendors; including Aureus Radiology LLC. Aureus Group is a registry company that provides Natividad Medical Center with diagnostic imaging sonographers and technologists, nuclear medicine technicians, rehabilitation therapists, pharmacists, and licensed respiratory therapists on an as needed basis. Originally the only departments using this vendor were Radiology and Cardiopulmonary. Since this time the growth of services provided by Aureus Radiology include the following clinical departments' personnel: Occupational/Physical Therapists, Nuclear Medicine Technicians, and Pharmacists.

Over this past year there continues an unanticipated need to use registry services in departments that had historically not used them before, specifically for essential clinical positions in the Pharmacy and Occupational/Physical Therapy. Natividad Medical Center has been successful in recruiting per-diem personnel to aid in covering leave of absence requests from regular staff, and is continuing to aggressively recruit for these specialty groups. The affected departments are also currently working on cross training efforts to provide coverage to support these service lines.

These positions are essential in order for NMC to meet clinical service needs, and to comply with regulations as established by The Joint Commission; a regulatory agency that sets standards of care for hospitals and ancillary clinical services. This action will allow NMC to continue to provide appropriate staffing to cover the Diagnostic Imaging Services, Occupational/Physical Therapy, Pharmacy, and the Cardiopulmonary Department; until the time where permanent replacements are determined.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by the Natividad Medical Center Board of Trustees' Finance Committee and the Natividad Medical Center Board of Trustees.

**FINANCING:**

The cost for this Amendment is \$200,000. \$100,000 is included in the Fiscal Year 2011/2012 Adopted Budget. \$100,000 for the remaining six months of the Agreement will be included in the Fiscal Year 2012/2013 recommended budget. There is no impact to the General Fund.

Prepared by:

John Nevill; 755-4366

Director of Cardiopulmonary Service

September 26, 2011

Attachments: Amendments 3, 2, 1, Agreement, Board Order

Attachments are on file with the Clerk of the Board

\_\_\_\_\_  
Harry Weis

Chief Executive Officer

Before the Board of Supervisors in and for the  
County of Monterey, State of California

Authorize the Purchasing Manager for Natividad )  
Medical Center (NMC) to execute Amendment )  
No. 3 to the Agreement (A-10289) with Aureus )  
Radiology for Ancillary Registry Services at )  
NMC in an amount not to exceed \$800,000 in )  
the aggregate and \$200,000 for the period )  
January 1, 2012 to December 31, 2012..... )

Upon motion of Supervisor Salinas, seconded by Supervisor Potter, and carried by those  
members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute  
Amendment No. 3 to the Agreement (A-10289) with Aureus Radiology for Ancillary  
Registry Services at NMC in an amount not to exceed \$800,000 in the aggregate and  
\$200,000 for the period January 1, 2012 to December 31, 2012.

PASSED AND ADOPTED on this 8th day of November 2011, by the following vote, to  
wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter  
NOES: None  
ABSENT: None

I, Gail T. Berkowski, 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 75 for the meeting on November 8, 2011.

Dated: November 9, 2011

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

By Denise Hancock  
Deputy

**RENEWAL AMENDMENT NO. 3  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Aureus Radiology LLC AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Ancillary Registry Services**

The parties to Professional Service Agreement, dated February 1, 2010 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Aureus Radiology LLC (Contractor), hereby agree to renew their Agreement No. (A-10289) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10289).
2. This Amendment shall become effective on January 1, 2012 and shall continue in full force until December 31, 2012.
3. The total amount payable by County to Contractor under Agreement No. (A-10289) shall not exceed the total sum of \$800,000 for the full term of the Agreement and \$200,000 for the period January 1, 2012 through December 31, 2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10289).

**IN WITNESS WHEREOF**, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

Signature 1 

Dated 9.20.11

Printed Name Natalie Nowak

Title Authorized Signer

Signature 2 

Dated 9/20/2011

Printed Name Bob Williams

Title Authorized Signer

*\*\*\*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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

**NATIVIDAD MEDICAL CENTER**

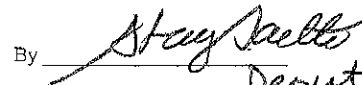
Signature   
Purchasing Manager


Dated 11-29-11

Signature   
NMC - CEO

Dated 9/23/11

Approved as to Legal Form:  
Charles J. McKee, County Counsel

By   
Deputy

Reviewed as to legal provisions  
  
Auditor-Controller  
County of Monterey  
10/5/11



Stacy Saetta, Deputy  
Attorneys for County and NMC

Dated: 10/4, 2011

## MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b>	<b>February 1, 2011</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Approve Amendment #2 to the Agreement with Aureus Radiology, LLC in an amount not to exceed \$600,000, an increase of \$400,000, for Diagnostic Imaging, Cardio-Pulmonary, Radiology, Occupational/Physical Therapy, and Pharmacy Registry Services at Natividad Medical Center for the period January 1, 2011 to December 31, 2011.	
<b>DEPARTMENT:</b>	NATIVIDAD MEDICAL CENTER	

### **RECOMMENDATION**

It is recommended that the Board of Supervisors Approve Amendment #2 to the Agreement with Aureus Radiology, LLC in an amount not to exceed \$600,000, an increase of \$400,000, for Diagnostic Imaging, Cardio-Pulmonary, Radiology, Occupational/Physical Therapy, and Pharmacy Registry Services at Natividad Medical Center for the period January 1, 2011 to December 31, 2011.

### **DISCUSSION/SUMMARY**

On October 4, 2005 the Board authorized the Purchasing Manager for Monterey County to execute an Agreement (No. A10289) with multiple vendors; including Aureus Radiology LLC. Aureus Group is a registry company that provides Natividad Medical Center with diagnostic imaging sonographers and technologists, nuclear medicine technicians, rehabilitation therapists, pharmacists, and licensed respiratory therapists on an as needed basis. Originally the only departments using this vendor were Radiology and Cardiopulmonary. Since this time the growth of services provided by Aureus Radiology include the following clinical departments' personnel: Occupational/Physical Therapists, Nuclear Medicine Technicians, and Pharmacists.

Over this past year there has been an unanticipated need to use registry services in departments that had historically not used them before, specifically for essential clinical positions in the Pharmacy and Occupational/Physical Therapy. Natividad Medical Center has been successful in recruiting per-diem personnel to aid in covering leave of absence requests from regular staff, and is continuing to aggressively recruit for these specialty groups. The affected departments are also currently working on cross training efforts to provide coverage to support these service lines.

These positions are essential in order for NMC to meet clinical service needs, and to comply with regulations as established by The Joint Commission; a regulatory agency that sets standards of care for hospitals and ancillary clinical services. This action will allow NMC to continue to provide appropriate staffing to cover the Diagnostic Imaging Services, Occupational/Physical Therapy, Pharmacy, and the Cardiopulmonary Department; until the time where permanent replacements are determined.



**OTHER AGENCY INVOLVEMENT**

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's Office and the Natividad Medical Center Board of Trustees.

**FINANCING**

The cost of this Amendment is \$400,000 and it will not create a negative variance budgeted income for NMC in fiscal year 2010 – 2011.

Prepared By:

John Nevill, 755-4366

Date: December 17, 2010

Attachments: Amendment #1 & #2, Agreement, Board Order

\_\_\_\_\_  
Harry Weis

Chief Executive Officer

Before the Board of Supervisors in and for the  
County of Monterey, State of California

Agreement No. A-10289

Approve Amendment #2 to the Agreement )  
with Aureus Radiology, LLC in an amount not )  
to exceed \$600,000, an increase of \$400,000, )  
for Diagnostic Imaging, Cardio-Pulmonary, )  
Radiology, Occupational/Physical Therapy, )  
and Pharmacy Registry Services at Natividad )  
Medical Center for the period January 1, 2011 )  
to December 31, 2011..... )

Upon motion of Supervisor Salinas, seconded by Supervisor Potter, and carried by those members present the Board hereby;

Approved Amendment #2 to the Agreement with Aureus Radiology, LLC in an amount not to exceed \$600,000, an increase of \$400,000, for Diagnostic Imaging, Cardio-Pulmonary, Radiology, Occupational/Physical Therapy, and Pharmacy Registry Services at Natividad Medical Center for the period January 1, 2011 to December 31, 2011.

PASSED AND ADOPTED on this 15<sup>th</sup> day of February, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, 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 75 for the meeting on February 15, 2011.

Dated: February 15, 2011

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

By   
Deputy

AMENDMENT NO. 2  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Aureus Radiology LLC AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Ancillary Registry Services

The parties to Professional Service Agreement, dated February 1, 2010 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Aureus Radiology LLC (Contractor), hereby agree to amend their Agreement No. (SC857) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC857).
2. This Amendment shall become effective on January 1, 2011 and shall continue in full force until December 31, 2011.
3. The total amount payable by County to Contractor under Agreement No. (SC857) shall not exceed the total sum of \$600,000 for the full term of the Agreement and \$500,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC857).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature [Signature]

Dated 12/13/10

Printed Name Bob Williams

Title Authorized Signer

NATIVIDAD MEDICAL CENTER

Signature [Signature]

Dated 2/16/11

Purchasing Manager

Signature [Signature]

Dated 1/5/11

NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]  
Stacy Saetta, Deputy  
Attorneys for County and NMC

Dated: 4/6, 2011

Reviewed as to fiscal provisions

[Signature]  
Auditor-Controller  
County of Monterey

1-7-11



**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b>	<b>December 14, 2010</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Approve Amendment #1 to the Agreement with Aureus Radiology, LLC in an amount not to exceed \$200,000, an increase of \$100,000, for Diagnostic Imaging, Cardio-Pulmonary, Radiology, Occupational/Physical Therapy, and Pharmacy Registry Services at Natividad Medical Center for the period January 1, 2011 to December 31, 2011.	
<b>DEPARTMENT:</b>	NATIVIDAD MEDICAL CENTER	

**RECOMMENDATION**

It is recommended that the Board of Supervisors approve Amendment #1 to the Agreement with Aureus Radiology, LLC in an amount not to exceed \$200,000, an increase of \$100,000, for Diagnostic Imaging, Cardio-Pulmonary, Occupational Therapy, Physical Therapy, and Pharmacy Registry Services at Natividad Medical Center for the period January 1, 2011 to December 31, 2011.

**DISCUSSION/SUMMARY**

Aureus Group is a registry company that provides Natividad Medical Center with diagnostic imaging sonographers and technologists, rehabilitation therapists, pharmacists, and licensed Cardio Pulmonary Technicians on an as needed basis. Due to vacancies and under filled positions NMC will need to utilize registry services to meet these needs.

These positions are essential in order for NMC to comply with regulations and to meet the clinical service requirements. This action will allow NMC to continue to provide appropriate staffing to cover the Diagnostic Imaging Services, Occupational/Physical Therapy, Pharmacy, and the Cardiopulmonary Department until the time where permanent replacements are determined.

**OTHER AGENCY INVOLVEMENT**

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's Office and the Natividad Medical Center Board of Trustees.

**FINANCING**

The cost of this Amendment is \$100,000 and is included in the FY 2010-11 Adopted Budget. This action will not require any additional General Fund subsidy.

Prepared By:  
John Nevill,  
Date: October 22, 2010

  
\_\_\_\_\_  
Harry Weis  
Chief Executive Officer

Attachments: Amendment #1, Agreement, Board Order

Before the Board of Supervisors in and for the  
County of Monterey, State of California

Authorize the Purchasing Manager for )  
Natividad Medical Center (NMC) )  
to execute Amendment No. 1 to the )  
Agreement with Aureus Radiology, LLC )  
in an amount not to exceed \$200,000, )  
an increase of \$100,000, for Diagnostic )  
Imaging, Cardio-Pulmonary, Radiology, )  
Occupational/Physical Therapy, and )  
Pharmacy Registry Services at Natividad )  
Medical Center for the period January 1, 2011 )  
to December 31, 2011..... )

Upon motion of Supervisor Calcagno, seconded by Supervisor Armenta, and carried by those members present the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement with Aureus Radiology, LLC in an amount not to exceed \$200,000, an increase of \$100,000, for Diagnostic Imaging, Cardio-Pulmonary, Occupational/Physical Therapy, Radiology and Pharmacy Registry Services at Natividad Medical Center for the period January 1, 2011 to December 31, 2011.


PASSED AND ADOPTED this 14th day of December, 2010, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, 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 75 for the meeting on December 14, 2010.

Dated: December 14, 2010

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

By  Deputy


**RENEWAL AMENDMENT NO. 1  
FOR PROFESSIONAL SERVICE AGREEMENT  
BETWEEN Aureus Radiology LLC AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Ancillary Registry Services**

The parties to Professional Service Agreement, dated February 1, 2010 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Aureus Radiology LLC (Contractor), hereby agree to renew their Agreement No. (SC857) on the following amended terms and conditions:



1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC857).
2. This Renewal Amendment shall become effective on January 1, 2011 and shall continue in full force and extending the term date until December 31, 2011.
3. The total amount payable by County to Contractor under Agreement No. (SC857) shall not exceed the total sum of \$200,000 for the full term of the Agreement and \$100,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (SC857).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

**CONTRACTOR**

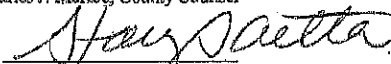
Signature  Dated 10.12.10  
 Printed Name Natalie Newark Title Authorized Signer

**NATIVIDAD MEDICAL CENTER**

Signature  Dated 12/16/10  
 Purchasing Manager  
 Signature  Dated 10/21/10  
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By   
 Stacy Saetta, Deputy  
 Attorneys for County and NMC

Dated: 10/18, 2010

Reviewed as to form provisions

  
 Auditor/Controller  
 County of Monterey 10/18/10

**Natividad MEDICAL CENTER**

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES

(NOT TO EXCEED \$100,000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and Aureus Radiology LLC

hereinafter "CONTRACTOR").

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

SERVICES TO BE PROVIDED. NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Ancillary registry services including but not limited to Radiology, Cardio, Pharmacy and Lab

1. PAYMENTS BY NMC. NMC 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 NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000

2. TERM OF AGREEMENT. The term of this Agreement is from Feb 1, 2010 to Dec 31, 2010 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

3. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A/Schedule A: Scope of Services/Payment Provisions

4. PERFORMANCE STANDARDS.

4.1. 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 NMC, or immediate family of an employee of NMC.

4.2. 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.

4.3. 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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 5. PAYMENT CONDITIONS.

5.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may 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 Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC 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.

5.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 6. TERMINATION.

6.1. During the term of this Agreement, NMC 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.

6.2. NMC 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 NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

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

## 8. INSURANCE.

### 8.1. 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.

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 NMC'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 NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

8.2. 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 NMC's Contracts/Purchasing Director.

8.3. 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.

Exemption/Modification (Justification attached; subject to approval).

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

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs other 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.

Exemption/Modification (Justification attached; subject to 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.

Exemption/Modification (Justification attached; subject to approval).

#### 8.4. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC 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 NMC 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 insured 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 from 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 from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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 NMC, at its sole discretion, to terminate the Agreement immediately.

#### 9. RECORDS AND CONFIDENTIALITY.

9.1. 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 NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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.

- 9.2. NMC Records . When this Agreement expires or terminates, CONTRACTOR shall return to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 9.3. 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.
- 9.4. Access to and Audit of Records . NMC 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 or \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, 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.
- 9.5. Royalties and Inventions . NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other 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 NMC.
10. **NON-DISCRIMINATION**. 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, full 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.
11. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
12. **INDEPENDENT CONTRACTOR**. 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 NMC. No offer or obligation of permanent employment with NMC 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 NMC 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 an 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 NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

13. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

<p>FOR NATIVIDAD MEDICAL CENTER: Contracts/Purchasing Manager</p>	<p>FOR CONTRACTOR: <i>Axioms Radiology, LLC</i></p>
<p>_____ Name</p>	<p><i>Nichole Palmer, Contracts Admin</i> _____ Name and Title</p>
<p>1441 Constitution Blvd. Salinas, CA. 93906 _____ Address</p>	<p><i>13609 California, Omaha, NE 68154</i> _____ Address</p>
<p>831.755.4111 _____ Phone</p>	<p><i>402.891.6995</i> _____ Phone</p>
<p>14. MISCELLANEOUS PROVISIONS.</p>	<p><i>NOWALC</i> <i>NATALIE NOWALC CA-LIC 20113</i> <i>COM.</i></p>

- 14.1. 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 professional services required to be rendered under this Agreement.
- 14.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC 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.
- 14.4. 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.
- 14.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. 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 NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of

NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC 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.

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

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

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

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

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

14.13. Construction of Agreement. NMC 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.

14.14. 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.

14.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC 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 NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

14.16. 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.

NATIVIDAD MEDICAL CENTER

By: [Signature]  
NMC Contracts/Purchasing Agent

Date: 3/3/10

By: [Signature]  
Department Head (if applicable)

Date: 2/3/10

Approved as to Legal Form

By: [Signature]  
Stacy Saetta  
Deputy County Counsel

Date: 2/5/10

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 3-2-10

CONTRACTOR

Mercury Radiology, LLC  
Contractor's Business Name\*\*\*

[Signature]  
Signature of Chair, President, or Vice-President

Bob Williams, Authorized Signer  
Name and Title

Date: 2/2/10

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CEO, Treasurer or Asst. Treasurer)

Natalia Novak, Authorized Signer  
Name and Title

Date: 2.2.10

\*\*\*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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

Natividad Medical Center, Salinas, CA

Rate Schedule

02/01/2010 - 01/31/2011

Modality	Local Inclusive Rate	Local OT	Travel Inclusive Rate	Travel OT
<b>Radiology</b>		0		
Xray	\$ 51.40	\$ 68.82	\$ 61.40	\$ 76.40
CT	\$ 59.10	\$ 76.88	\$ 69.10	\$ 84.10
MRI	\$ 66.76	\$ 86.79	\$ 76.76	\$ 91.76
Mammo	\$ 62.91	\$ 81.78	\$ 72.91	\$ 87.91
Nuc Med	\$ 64.20	\$ 83.46	\$ 74.20	\$ 89.20
Pet CT	\$ 67.95	\$ 88.34	\$ 77.95	\$ 92.95
Ultrasound	\$ 73.08	\$ 95.00	\$ 83.08	\$ 98.08
Echo	\$ 70.51	\$ 91.86	\$ 80.51	\$ 95.51
Cath/IR	\$ 73.08	\$ 88.08	\$ 83.08	\$ 108.00
Rad Ther	\$ 76.57	\$ 88.08	\$ 86.57	\$ 112.54
Physicist	\$ 188.50	\$ 225.00	\$ 198.50	\$ 258.05
Dosimetrist	\$ 105.14	\$ 125.14	\$ 115.14	\$ 149.68
<b>Cardiopulmonary</b>				
RRT/CRT	\$ 53.25	\$ 69.23	\$ 63.25	\$ 82.23
PSGT/RPSGT	\$ 53.25	\$ 69.23	\$ 63.25	\$ 82.23
EEG	\$ 56.00	\$ 72.80	\$ 66.00	\$ 85.80
SLP	\$ 64.00	\$ 83.20	\$ 74.00	\$ 96.20
Perfusionist	\$ 120.00	\$ 156.00	\$ 130.00	\$ 195.00
Dietician	\$ 53.00	\$ 75.40	\$ 68.00	\$ 88.40
<b>Rehab Therapy</b>				
PT/OT	\$ 59.00	\$ 76.70	\$ 69.00	\$ 89.70
PTA/OTA	\$ 49.00	\$ 63.70	\$ 59.00	\$ 76.70
<b>Medical Laboratory</b>				
Clinical Laboratory Scientist	\$ 65.00	\$ 84.50	\$ 75.00	\$ 97.50
Histotechnologist	\$ 60.00	\$ 78.00	\$ 70.00	\$ 91.00
Cytotechnologist	\$ 60.00	\$ 78.00	\$ 70.00	\$ 91.00
Phlebotomist	\$ 47.00	\$ 61.10	\$ 57.00	\$ 74.10
<b>Pharmacy</b>				
Pharmacist, RPh/PharmD	\$ 95.88	\$ 124.64	\$ 105.88	\$ 158.82
Pharmacy Tech	\$ 42.91	\$ 55.78	\$ 52.91	\$ 79.37

## BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as "Agreement", is made effective February 1, 2010 by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, hereinafter referred to as "Covered Entity", and Aureus Radiology LLC hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act ("CMIA"), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

WHEREAS, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the "Service Agreement" and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and California law and to protect the interests of both Parties.

### I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended; the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMIA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic,



medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by

Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### **III. AVAILABILITY OF PHI**

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

### **IV. TERMINATION**

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

### **V. MISCELLANEOUS**

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or

discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

Business Associate acknowledges that Natividad Medical Center (NMC) has established a Corporate Compliance Program, and under this program NMC has developed a Code of Conduct Manual to provide guidance in the ethical and legal performance of our professional services. Business Associate further agrees to abide by all principles stated in the Code of Conduct while conducting business with Natividad Medical Center. A copy of the Code of Conduct & Principles of Compliance is available upon request.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

By: [Signature]

Title: CEO

Date: 2/3/10

BUSINESS ASSOCIATE:

Aurora Radiology, LLC

By: [Signature]

Title: Authorized Signer

Date: 2.2



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SilverStone Group 11516 Miracle Hills Drive Omaha NE 68154	CONTACT NAME: Mardi Whitley	
	PHONE (A/C No. Ext): 402.964.5567 FAX (A/C No.): 402-557-6322	
	E-MAIL ADDRESS: mwhitley@ssqi.com	
	PRODUCER CUSTOMER ID #: C&AIND-	
INSURED C & A Industries, Inc. (See Named Insured Listing) 13609 California St., Ste 500 Omaha NE 68154	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Granite State Insurance Co.	23809
	INSURER B: Hartford Insurance Company	37478
	INSURER C: Lexington Insurance Co.	19437
	INSURER D: Nat'l Union Fire Ins. Co. Pa	19445
	INSURER E: Zurich Insurance Co.	16535
	INSURER F:	

COVERAGES                      CERTIFICATE NUMBER: 107658112                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		02-LX-003692497-4	6/1/2011	6/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$1,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		91UUNUX6306	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$10,000		EX85495545(12)	6/1/2011	6/1/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Over GL/Prof/ \$ AL & BL \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A		WC3434780-09	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUS LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Staffing Medical Professional Liability Occurrence Form		HFA6914793(11)	6/1/2011	6/1/2012	\$1M/\$3M \$500,000 Occ/Agg STR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Named Insured Listing:  
 C&A Industries, Inc.  
 Aureus Group  
 See Attached...

CERTIFICATE HOLDER	CANCELLATION
To Whom It May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 



**ADDITIONAL REMARKS SCHEDULE**

AGENCY SilverStone Group		NAMED INSURED C & A Industries, Inc. (See Named Insured Listing) 13609 California St., Ste 500 Omaha NE 68154	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Aureus Medical Management Services, LLC (AMMS)  
Aureus Radiology, LLC  
dba Aureus Allied Health  
dba Aureus Medical Group  
Aureus Nursing, LLC  
dba Aureus Health Care  
dba Aureus Medical Group  
Aureus Advanced Practice, LLC  
Newberry Network (N/A for Prof. Liab)  
FOCUSONE Solutions, LLC  
Honeydew, LLC (Building Owner)  
7 Court, LLC (Building Owner)  
LCKC, LLC

Crime Coverage:  
Carrier: Federal Insurance Company  
Policy Number: 8221-1963  
Policy term: 9-10-10 to 6-1-11  
Employee Dishonesty limit: \$3,000,000  
Third Party Coverage included  
Deductible: \$50,000

POLICY NUMBER: 02-LX-003692497-2

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### SCHEDULE

Name of Person or Organization: The County of Monterey dba Natividad Medical Center.

"Coverage will apply to The County of Monterey dba Natividad Medical Center on a Primary/Non-Contributory basis for General Liability, but ONLY in the event that our Named Insured is solely negligent, which results in a claim brought against The County of Monterey dba Natividad Medical Center that would be covered by this policy."

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in this Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

POLICY NUMBER: 91 UUM UY6306



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

NAMED PERSON(S) OR ORGANIZATION(S)

COMMERCIAL AUTO COVERAGE PART

THE CITY AND COUNTY OF SAN FRANCISCO, IT'S OFFICERS AND EMPLOYEES

INSURANCE WILL BE PRIMARY FOR THE ADDITIONAL INSURED, BUT ONLY AS RESPECTS TO CLAIMS, LOSS OR LIABILITY OUT OF OPERATIONS OF THE NAMED INSURED AND EQUAL TO THE PERCENTAGE OF THE NEGLIGENCE OF THE NAMED INSURED.

06492  
\*25-00291UY63060101



IT IS HEREBY AGREED AND UNDERSTOOD THE FOLLOWING ADDITIONAL INSURED IS ADDED TO THIS POLICY  
THE ATTACHED FORM HA 9902 0107;  
COUNTY OF MONTEREY DEB NATIVIDAD MEDICAL CENTER IT'S OFFICERS,  
AGENTS AND EMPLOYEES

"COVERAGE WILL APPLY TO THE COUNTY OF MONTEREY DEB NATIVIDAD MEDICAL IT'S OFFICERS, AGENTS AN EMPLOYEES CENTER ON A PRIMARY/  
NON-CONTRIBUTORY BASIS FOR AUTO BUT ONLY IN THE EVENT THAT OUR NAMED INSURED IS SOLELY NEGLIGENT WHICH RESULTS IN A CLAIM BROUGHT AGAINST THE COUNTY OF MONTEREY DEB NATIVIDAD MEDICAL CENTER IT'S OFFICERS, AGENTS AND EMPLOYEES THAT WOULD BE COVERED BY THIS POLICY."  
NATIVIDAD MEDICAL CENTER  
COUNTY OF MONTEREY  
PURCHASING MANAGER  
855 E. LAUREL DRIVE, BLDG C  
SALINAS, CA 93905 - 1300

YEAR

**Withholding Exemption Certificate**

CALIFORNIA FORM

**2011**

(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&amp;TC) Section 18662. Do not use this form for exemption from wage withholding.)

**590**

File this form with your withholding agent. (Please type or print)

Withholding agent's name

**NATIVIDAD MEDICAL CENTER**

Payee's name

C&amp;A Industries, Inc, d/b/a Aureus Radiology, LLC

Payee's  
 SOS file no.  SSN or ITIN  
 CA corp. no.  FEIN  
47 - 0592910

Address (number and street, PO Box, or PMB no.)

13609 California Street

Apt. no./Ste. no.

City

Omaha

State ZIP Code

NE 68164

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

 **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

 **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

 **Partnerships or limited liability companies (LLC):**

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

 **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&amp;TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

 **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

 **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

 **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE:** Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) **Michelle Judd**Daytime telephone no. **402.891.0009**

Payee's signature

*Michelle Judd*Date **9.21.11**



Natividad Medical Center, Salinas, CA

Rate Schedule

02/01/2010 - 01/31/2011

Modality	Local Inclusive Rate	Local OT	Travel Inclusive Rate	Travel OT
<b>Radiology</b>		0		
Xray	\$ 51.40	\$ 66.82	\$ 61.40	\$ 76.40
CT	\$ 59.10	\$ 76.83	\$ 69.10	\$ 84.10
MRI	\$ 66.76	\$ 86.79	\$ 76.76	\$ 91.76
Mammo	\$ 62.91	\$ 81.78	\$ 72.91	\$ 87.91
Nuc Med	\$ 64.20	\$ 83.46	\$ 74.20	\$ 89.20
Pet CT	\$ 67.95	\$ 88.34	\$ 77.95	\$ 92.95
Ultrasound	\$ 73.08	\$ 95.00	\$ 83.08	\$ 98.08
Echo	\$ 70.51	\$ 91.66	\$ 80.51	\$ 95.51
Cath/IR	\$ 73.08	\$ 88.08	\$ 83.08	\$ 106.00
Rad Ther	\$ 76.57	\$ 88.08	\$ 86.57	\$ 112.54
Physicist	\$ 188.50	\$ 225.00	\$ 198.50	\$ 258.05
Dosimetrist	\$ 105.14	\$ 125.14	\$ 115.14	\$ 149.68
<b>Cardiopulmonary</b>				
RRT/CRT	\$ 53.25	\$ 69.23	\$ 63.25	\$ 82.23
PSGT/RPSGT	\$ 53.25	\$ 69.23	\$ 63.25	\$ 82.23
EEG	\$ 56.00	\$ 72.80	\$ 66.00	\$ 85.80
SLP	\$ 64.00	\$ 83.20	\$ 74.00	\$ 96.20
Perfusionist	\$ 120.00	\$ 156.00	\$ 130.00	\$ 195.00
Dietician	\$ 58.00	\$ 75.40	\$ 68.00	\$ 88.40
<b>Rehab Therapy</b>				
PT/OT	\$ 59.00	\$ 76.70	\$ 69.00	\$ 89.70
PTA/OTA	\$ 49.00	\$ 63.70	\$ 59.00	\$ 76.70
<b>Medical Laboratory</b>				
Clinical Laboratory Scientist	\$ 65.00	\$ 84.50	\$ 75.00	\$ 97.60
Histotechnologist	\$ 60.00	\$ 78.00	\$ 70.00	\$ 91.00
Cytotechnologist	\$ 60.00	\$ 78.00	\$ 70.00	\$ 91.00
Phlebotomist	\$ 47.00	\$ 61.10	\$ 57.00	\$ 74.10
<b>Pharmacy</b>				
Pharmacist, RPh/PharmD	\$ 95.88	\$ 124.64	\$ 105.88	\$ 158.82
Pharmacy Tech	\$ 42.91	\$ 55.78	\$ 52.91	\$ 79.37

## BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as "Agreement", is made effective February 1, 2010 by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, hereinafter referred to as "Covered Entity", and Aureus Radiology LLC hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

### WITNESSETH:

**WHEREAS**, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

**WHEREAS**, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

**WHEREAS**, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act ("CMIA"), California Civil Code § 56. *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

**WHEREAS**, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

**WHEREAS**, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the "Service Agreement" and, pursuant to such arrangement, Business Associate may be considered a "business-associate" of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

**WHEREAS**, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

**THEREFORE**, in consideration of the Parties' continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and California law and to protect the interests of both Parties.

### **I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended; the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMIA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic,

medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by

Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### **III. AVAILABILITY OF PHI**

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

### **IV. TERMINATION**

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

### **V. MISCELLANEOUS**

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or

discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

Business Associate acknowledges that Natividad Medical Center (NMC) has established a Corporate Compliance Program, and under this program NMC has developed a Code of Conduct Manual to provide guidance in the ethical and legal performance of our professional services. Business Associate further agrees to abide by all principles stated in the Code of Conduct while conducting business with Natividad Medical Center. A copy of the Code of Conduct & Principles of Compliance is available upon request.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

By: [Signature]

Title: CEO

Date: 2/3/10

BUSINESS ASSOCIATE:

Aurora Radiology, LLC

By: [Signature]

Title: Authorized Signer

Date: 2.2



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SilverStone Group 11516 Miracle Hills Drive Omaha NE 68154		<b>CONTACT NAME:</b> Mardi Whitley <b>PHONE (A/C, No. Ext):</b> 402.964.5567 <b>E-MAIL:</b> mwhitley@ssqi.com <b>PRODUCER CUSTOMER ID#:</b> C&AIND-		<b>FAX (A/C, No):</b> 402-557-6322
<b>INSURED</b> C & A Industries, Inc. (See Named Insured Listing) 13609 California St., Ste 500 Omaha NE 68154		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Granite State Insurance Co.		23809
		<b>INSURER B:</b> Hartford Insurance Company		37478
		<b>INSURER C:</b> Lexington Insurance Co.		19437
		<b>INSURER D:</b> Nat'l Union Fire Ins. Co. Pa		19445
		<b>INSURER E:</b> Zurich Insurance Co.		16535
		<b>INSURER F:</b>		16535

**COVERAGES**                      **CERTIFICATE NUMBER:** 107658112                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			02-LX-003692497-4	6/1/2011	6/1/2012	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> \$10,000 Ded.						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$1,000,000
								\$
B	AUTOMOBILE LIABILITY			91UUNUY6306	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$				
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE		EXS5495545 (12)	6/1/2011	6/1/2012	EACH OCCURRENCE	\$10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$10,000,000
	<input checked="" type="checkbox"/> DEDUCTIBLE						Over GL/ProE/AL & BL	\$
	RETENTION \$10,000							\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC3434780-09	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Staffing Medical Professional Liability Occurrence Form			HHA6914793 (11)	6/1/2011	6/1/2012	\$1M/\$3M \$500,000	Occ/Agg SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insured Listing:  
 C&A Industries, Inc.  
 Aureus Group  
 See Attached...

**CERTIFICATE HOLDER**

To Whom It May Concern

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**ADDITIONAL REMARKS SCHEDULE**

AGENCY SilverStone Group		NAMED INSURED C & A Industries, Inc. (See Named Insured Listing) 13609 California St., Ste 500 Omaha NE 68154	
POLICY NUMBER		EFFECTIVE DATE:	
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 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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 dba Aureus Medical Group  
 Aureus Advanced Practice, LLC  
 Newberry Network (N/A for Prof. Liab)  
 FOCUSONE Solutions, LLC  
 Honeydew, LLC (Building Owner)  
 7 Court, LLC (Building Owner)  
 LCKC, LLC

Crime Coverage:  
 Carrier: Federal Insurance Company  
 Policy Number: 8221-1963  
 Policy term: 9-10-10 to 6-1-11  
 Employee Dishonesty limit: \$3,000,000  
 Third Party Coverage included  
 Deductible: \$50,000

POLICY NUMBER: 02-LX-003692497-2

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED -- DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

#### SCHEDULE

Name of Person or Organization: The County of Monterey dba Natividad Medical Center.

"Coverage will apply to The County of Monterey dba Natividad Medical Center on a Primary/Non-Contributory basis for General Liability, but ONLY in the event that our Named Insured is solely negligent, which results in a claim brought against The County of Monterey dba Natividad Medical Center that would be covered by this policy."

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in this Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.



POLICY NUMBER: 91 UUN UY6306



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

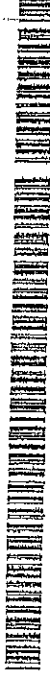
This endorsement modifies insurance provided under the following:

NAMED PERSON(S) OR ORGANIZATION(S)

COMMERCIAL AUTO COVERAGE PART

THE CITY AND COUNTY OF SAN FRANCISCO, IT'S OFFICERS AND EMPLOYEES  
INSURANCE WILL BE PRIMARY FOR THE ADDITIONAL INSURED, BUT ONLY AS  
RESPECTS TO CLAIMS, LOSS OR LIABILITY OUT OF OPERATIONS OF THE  
NAMED INSURED AND EQUAL TO THE PERCENTAGE OF THE NEGLIGENCE OF  
THE NAMED INSURED.

05452  
\*2500291UY63060101



IT IS HEREBY AGREED AND UNDERSTOOD THE FOLLOWING ADDITIONAL INSURED  
IS ADDED TO THIS POLICY  
THE ATTACHED FORM HA 9902 0187;  
COUNTY OF MONTEREY DBA NATIVIDAD MEDICAL CENTER IT'S OFFICERS,  
AGENTS AND EMPLOYEES

\*COVERAGE WILL APPLY TO THE COUNTY OF MONTEREY DBA NATIVIDAD MEDICAL  
IT'S OFFICERS, AGENTS AN EMPLOYEES CENTER ON A PRIMARY/  
NON-CONTRIBUTORY BASIS FOR AUTO BUT ONLY IN THE EVENT THAT OUR NAMED  
INSURED IS SOLELY NEGLIGENT WHICH RESULTS IN A CLAIM BROUGHT AGAINST  
THE COUNTY OF MONTEREY DBA NATIVIDAD MEDICAL CENTER IT'S OFFICERS,  
AGENTS AND EMPLOYEES THAT WOULD BE COVERED BY THIS POLICY."  
NATIVIDAD MEDICAL CENTER  
COUNTY OF MONTEREY  
PURCHASING MANAGER  
855 E. LAUREL DRIVE, BLDG G  
SALINAS, CA 93905 - 1300