

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

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Robinson & Associates Consulting LLC
(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION.

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

Provide provision of consulting and evaluation services to develop requirements in support of the issuance of a Request for Proposal (RFP) for the consideration, identification, and selection of a unified EMR tool.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 99,600.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from May 1, 2015 to April 30, 2017, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A** Scope of Services/Payment Provisions
- Exhibit B** Business Associates Agreement

5.0 PERFORMANCE STANDARDS.

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

6.0 PAYMENT CONDITIONS.

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

7.0 TERMINATION.

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

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

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

8.0 INDEMNIFICATION.

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

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

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

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

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

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

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

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

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

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

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

9.04 **Other Requirements:**

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

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

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

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

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

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

10.0 RECORDS AND CONFIDENTIALITY.

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

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

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

11.0 NON-DISCRIMINATION.

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

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

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

13.0 INDEPENDENT CONTRACTOR.

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

14.0 NOTICES.

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

FOR COUNTY:	FOR CONTRACTOR:
Sarah House - Dept. Information Systems Mgr	Carol A. Robinson - Principal
Name and Title	Name and Title
1270 Natividad Road Salinas, Ca. 93906	P.O. Box 29011 Portland, OR 97296
Address	Address
831-755-4531	503-477-9773
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

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

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

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.


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

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

By: 
Deputy Purchasing Agent
Contracts/Purchasing Officer
County of Monterey


Robinson & Associates Consulting LLC
Contractor's Business Name*

Date: 6/11/15

By: 
Department Head (if applicable)

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

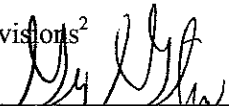
Date: 6/12/15

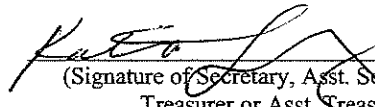
Approved as to Form¹
By: 
Deputy County Counsel

Carol Robinson, Principal
Name and Title

Date: 6/9/15

Date: 5/15/15

Approved as to Fiscal Provisions²
By: 
Auditor/Controller

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

Date: 6/9/15

Karrina Lomborg, Managing Director
Name and Title

Date: 5/17/15

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

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

¹Approval by County Counsel is required
²Approval by Auditor/Controller is required
³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT A

SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Summary of Scope

The intent of the County of Monterey is to support the integration of physical and behavioral healthcare with a unified electronic medical records (EMR) tool. This requires a thorough evaluation and assessment of the existing system to develop requirements in support of the issuance of a Request for Proposal (RFP) for the consideration, identification, and selection of a unified EMR. The consulting services as defined in this scope of work is necessary to identify the current state of the segregated systems, the needs from a technical, clinical, analytical, privacy, and fiscal perspective to better define the scope necessary for unified tool that will be chosen through the RFP process. The expected outcome from the CONTRACTOR under this Agreement will be:

- Evaluation and formal written assessment of the existing issues with the existing electronic medical records systems by conducting interviews with County designated individuals from the following teams: Clinical, Analysis, Technical, Fiscal, and Privacy/Compliance.
- Evaluation and formal written assessment of the needs from an electronic medical records system by conducting interviews with the County designated individuals from the following teams: Clinical, Analysis, Technical, Fiscal, and Privacy/Compliance. This will require the needed features from all stakeholders accessing the EMR, pulling data from the EMR, or inputting data into the EMR, or reporting from the EMR.
- Identify the existing EMR solutions that are top tiered in the Health industry with relevant agency implementations. Provide an evaluation of options and an implementation roadmap.
- Formal scope and needs requirement that includes all categories of stakeholders that will be included in an RFP.
- Develop an RFP scoring tool to create a short list of potential solutions for Phase I of the RFP response review. Develop the process for identifying use cases to be used for Phase II of the RFP for potential vendor proof of concept stage and gather stakeholder input on proof of concept. Conduct reference checks for short list of prospective vendor solutions. Present findings to County.
- **Optional** as Requested/Approved by County: Once vendor chosen, develop a detailed implementation and training plan according to finalized vendor Agreement resulting from RFP award.

CONTRACTOR will not be a respondent to the resulting RFP as a potential vendor but will provide unbiased evaluation and assessment with the subsequent needs reports that will be converted to an RFP scope.

II. Description of Services

The services under this Agreement will be provided by the Contractor in phases **with County**

approval to precede each phase. CONTRACTOR shall adhere to disciplined project management principles throughout the performance of this Agreement. CONTRACTOR services will be as follows:

A. Phase I

1. Develop Project Plan and Project Charter with a clear delineation of County and CONTRACTOR responsibilities.
2. Data Collection and Analysis
 - a. Project kick-off meeting and project scope discussion with County Project Sponsor and Project Manager;
 - b. Thorough review of all relevant documents provided by County;
 - c. Research applicable federal and state issues;
 - d. Interviews (in-person and by phone) with County staff connected with the business, clinical, and technical administration of primary care delivery and the OCHIN Epic Ambulatory EMR system;
 - e. Interviews (in-person and by phone) with county staff connected with the business, clinical, and technical administration of mental health services and the EMR currently utilized by the Health Department, Behavioral Health Bureau;
 - f. A facilitated meeting of Health Department Leadership and key stakeholders
 - g. Electronic survey and phone interviews with IT system users;
 - h. Phone interviews with IT system vendors; and
 - i. Phone interviews with patients having health data in both existing EMR systems.

3. Policy and Procedure Consideration

During the Data Collection and Analysis Phase a thorough review of all policies, procedures, and reporting requirements will be conducted, including those relating to the use, disclosure and re-disclosure, transmission, and consent to transmit mental health data. This includes policies, procedures, reporting requirements, and privacy practices that are County-specific, those related to HIPAA, FERPA, or State-specific (e.g. Welfare and Institutions Code 5328, Short-Doyle Act, etc.). It will be equally important to have a clear understanding of any plans to change such policies and procedures. We will review the County objectives for improved clinical and/or business outcomes that depend on specific data integration use-cases, including use cases that go beyond mental health and physical health services, i.e., programs and services provided by other County and community partner organizations.

4. Data Collection and Analysis

CONTRACTOR will produce an Analysis Report with four distinct components as described in Table below:

Analysis Report	Description	Details
Definition of Health IT Components	The scope of the Analysis and Recommendations will be determined by initially defining the technical components being evaluated through this initiative.	<ul style="list-style-type: none"> • To ensure the greatest degree of extensibility and flexibility to integrate additional data sources and systems over time, we will work with the County to review and determine which health IT systems/functions should be included in the data collection and analysis phase of this project. • The definition of health IT components may be revised after the desired "Future-State" has been developed in the next step of the analysis.
Description of Desired "Future-State"	Monterey County leadership and key stakeholders will be asked to describe the desired "Future State" of integration and connectivity of defined health IT components, to meet County goals.	<ul style="list-style-type: none"> • Stakeholders include clinical, analysis, fiscal, steering committee, and providers. • One 2-3 hour facilitated meeting (in-person). • Advance meeting materials (created by R&A) will prepare participants for the visioning session.
Environmental Scan	Description of the "Current State" of defined health IT components and resources, within Monterey County Health Department and across other organizations, depending on the desired scope of Monterey County.	<ul style="list-style-type: none"> • Current technology systems in use. • Capability of current systems to meet current business needs. • Capability of current systems to meet current clinical needs. • Technical assistance (TA) needs and wait times for TA support of current technology systems (internal and contracted resources). • Effectiveness of the use of current technology systems (review of training, workflow, and potential cultural barriers to using current systems). • Policies and procedures review.
Gap Analysis	Outline of the gaps in the health IT capability to enable the desired Future-State of integration and connectivity to meet Monterey County's goals	<ul style="list-style-type: none"> • Technology performance gaps. • Gaps in in training or time for effective utilization of health IT tools. • Gaps in the integration of health IT into clinic workflows, and potential cultural issues.

5. Expected Outcomes for Phase I:

- a. Define Health IT Components
- b. Identify the current state of the existing systems
- c. Identify the desired state of a unified product
- d. Provide a Gap Analysis
- e. County to review the Analysis Report

B. Phase II – Evaluation and Assessment of Options & Requirements

1. CONTRACTOR will produce a clear and comprehensive Requirements Report delineating the following categories in a unified product with :
 - a. Clinical
 - b. Fiscal
 - c. Analysis/Analytics

d. Technical requirements that includes all applicable laws related to PHI

2. CONTRACTOR will query and identify the industry standard products and solutions and narrow down potential solutions to those that best meet the County’s goals of a unified product. This will not be the RFP process but an analysis of the top tiered Health EMR products deployed in the industry as part of the assessment. The evaluation will include the following:
 - a. Text, tables, and figures, that will depict key themes that emerged from each component of the evaluation and will provide County with a ranked set of options, highlighting the strengths and weaknesses of each potential IT approach, based on industry best practices from clinical, business and technical perspectives.
 - b. Technical Options Report will include three distinct components described in Table, below.

Technical Options Report	Description	Details
Technical Requirements Assessment	The Technical Requirements Assessment will outline the technical requirements to enable the desired “Future State” for a more unified approach to providing physical and mental health care in Monterey County, laying the groundwork for broader caPH*re integration across other County services (dental, social services, etc.) in the future.	<ul style="list-style-type: none"> • The Assessment will be informed by the Gap Analysis component of the Analysis Report. • The Assessment will be based upon the existing EMRs but an assessment separate from all existing systems.
Design Options with Prioritization Methodology	Options will be proposed that are aligned with the requirements outlined in the Technical Options Report to achieve the desired “Future State” environment articulated by County. These options may take multiple technical and policy approaches to achieving greater interoperability within the County public health infrastructure, and to supporting data exchange with external entities in future phases.	<ul style="list-style-type: none"> • The use of national and industry standards for health data interoperability will be emphasized. • Multiple options will be presented to allow County leadership to select from.
Resource Needs Assessment	The Resource Needs Assessment will outline the resources required from a fiscal, staffing, time, and policy development standpoint to implement any of the options outlined in the Design Options section.	<ul style="list-style-type: none"> • Software licensing, technical configuration, and associated impacts. • Policy framework considerations. • Up-front and long-term financial impacts of solution options, with a cost-benefit calculus, reconciling costs with potential business process savings wherever possible. • County resources including IT staff, project management, executive leadership, and implementation costs of supporting staff members with workflow changes and technical training. • Long-term costs such as support agreement modifications, maintenance costs for additional 3rd party technology solutions, and additional staff cost projections. • Monitoring and maintenance of effort (sustainability) estimates will be included.

3. Expected Outcomes for Phase II: The following will be provided by CONTRACTOR for County review of options and selection of approach.
 - a. CONTRACTOR will focus recommendations on standards-based technical implementation approach that will maximize County's cost-benefit.
 - b. Provide a Technical Requirements Assessment
 - c. Provide Design Options for County to review
 - d. Provide a Resource Needs Assessment
 - e. Requirements of the report/s will include prioritization of the requirements of each stakeholder group with the ability for County to use the report to conduct Proof of Concept demonstrations and pilots of various test instances in Phase III.

C. Phase III - Development of Implementation Roadmap and RFP Participation

Upon County's review of the Technical Options Report and selection of preferred approach, CONTRACTOR will proceed with the following:

1. Develop the Scope for an RFP based upon County's clinical, technical, policy, and business requirements
2. Work with County Project Manager, subject matter experts, and designated Steering Committee while following the guidelines specified by County Contracts/Purchasing to develop appropriate solicitations materials for RFP packet.
3. Develop a RFP scoring tool to evaluate all categories of RFP response and participate in the team to review RFP responses.
4. Ensure that RFP scope development is customized for a two phased evaluation of respondents:
 - a. Phase I of RFP respondent review to create a short list with tasks included in this RFP respondent review phase to include but not exclusive to: initiation of interviews, validate references, etc.
 - b. Phase II of RFP respondent review to develop use cases based upon the clinical, technical, business, and policy requirements for potential vendor to develop Proof of Concept demonstrations and pilots of various test instances.
 - c. Participate in prospective vendor interviews in choosing the software application which will need the needs of the County.
 - d. Following Table reflects the CONTRACTOR task categories and detail for Phase III:

Implementation Phase Documents	Description	Details
Implementation Roadmap	The Roadmap will serve as the overarching Project Charter and will serve as a “living document” that will be maintained and updated throughout the selection and implementation of the technology.	<ul style="list-style-type: none"> • Project Charter- Vision, Scope, Alignment with County Strategic Initiatives • Key Personnel; Roles and Responsibilities • Resource Management Plan • Budget • Project Timelines • Project Plan(s) • Risks and Mitigation Plan • Project Metrics • Dependencies – both internal and external
Request for Proposals (RFP)	The RFP will be a County-issued solicitation for technology solutions to enable Monterey County’s goals for Future-State integration and connectivity of electronic health information.	<ul style="list-style-type: none"> • Align to county strategic initiatives • Focused on standards and capabilities to ensure interoperability and extensibility

III. Term of the Agreement

- A. The term of this Agreement shall be from **May 1, 2015 – April 30, 2017** unless sooner terminated pursuant to the terms of this Agreement with the option to extend the AGREEMENT for one (1) additional two year period.
- B. County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause with a thirty day (30) written notice, or immediately with cause. CONTRACTOR reserves the right to cancel any portion of this agreement due to their inability to perform, and should this occur, CONTRACTOR shall provide written notice 90 days in advance of termination of this AGREEMENT to County.

IV. Schedule of Rates

- A. The following table reflects the summary of the phases of the project, the tasks and the cost associated with each phase. The payment will be made after County approval for the deliverables that will precede the issued invoice. The breakdown of costs will be as follows:

Project Phase	Description of Key Tasks	Deliverables	Cost
<p>Phase I: Data Collection and Analysis</p> <p>60-75 days estimated for completion of deliverables, depending on ease of scheduling data collection interviews</p>	<p>Provide Project Management</p> <ul style="list-style-type: none"> • Draft Project Charter, for approval • Draft Project Plan, for approval • Make updates to Project Charter and Plan, as needed • Develop meeting agendas and keep meeting minutes • Submit status reports (bi-weekly) • Develop stakeholder key contact list <p>Conduct data collection</p> <ul style="list-style-type: none"> • Review of historical documents • Research applicable state and federal issues • Hold in-person and phone interviews with applicable County staff (clinical and business) • Develop and conduct electronic survey (if needed) with additional IT systems users • Hold phone interviews with IT system vendors • Hold phone interview with patients <p>Phase One Meetings</p> <ul style="list-style-type: none"> • Plan and facilitate Project Kick-Off Meeting with County Leaders • Plan and facilitate meeting between County leadership and key stakeholders • Present Phase One Analysis Report to County leaders 	<p>Project Charter and Project Plan</p> <ul style="list-style-type: none"> • Objectives, scope, and assumptions • Success measures • Key contact list • Roles and responsibilities matrix • Internal communication plan • Risks and mitigation list for overall project • Project plan with timeline <p>Analysis Report</p> <ul style="list-style-type: none"> • Definition of health IT components • Description of desired "future-state" • Environmental scan • Gap analysis <p>Bi-weekly Status Reports</p>	<p>\$36,000</p>
<p>Phase II: Evaluation and Assessment of Options & Requirements</p> <p>30-60 days estimated for completion of deliverables</p>	<p>Provide Project Management</p> <ul style="list-style-type: none"> • Develop meeting agendas and keep meeting minutes • Submit status reports (bi-weekly) • Maintain Project Plan <p>Conduct Analysis and Evaluations</p> <ul style="list-style-type: none"> • Conduct workflow and business process analysis to determine estimates of internal resource needs • Review any County and State policies that may impact the technical options available to the County for a unified patient record • Conduct technology capabilities analysis of current EHR vendors and general EHR market analysis • Develop cost analysis associated with technical options included in the Technical Options Report <p>Draft the Technical Options Report</p>	<p>Technical Options Report</p> <ul style="list-style-type: none"> • Technical requirements assessment • Design options with prioritization methodology • Resource needs assessment <p>Bi-weekly Status Reports</p>	<p>\$21,600</p>

Project Phase	Description of Key Tasks	Deliverables	Hours/Budget
<p>Phase III: Development of Implementation Roadmap and RFP Participation</p> <p>90 days estimated for completion, depending on County RFP time requirements</p>	<p><i>Proposal assumes County will provide project management for RFP activities</i></p> <p>R&A Project Management</p> <ul style="list-style-type: none"> • Submit status reports (bi-weekly) <p>Draft the Implementation Roadmap</p> <p>Draft the RFP, in collaboration with County</p> <p>Support the County throughout the proposal review process and the contracting process</p> <ul style="list-style-type: none"> • Develop FAQ and responses to vendor questions • Develop RFP scoring tool • Participate on RFP review panel • Review draft contract Scope as requested. 	<p>Implementation Roadmap</p> <ul style="list-style-type: none"> • Project charter • Key personnel • Resource management • Budget • Project timelines • Project plan • Risks and mitigation plan • Project metrics • Dependencies <p>Request for Proposal (RFP)</p> <ul style="list-style-type: none"> • Technical criteria • Project support criteria • Expected cost range • Scoring guide <p>RFP Tools</p> <ul style="list-style-type: none"> • FAQ • Scoring matrix <p>Bi-weekly Status Reports</p>	<p style="text-align: center;">\$ 27,000</p>
<p>Optional Additional Support:</p>	<p>Work with selected vendors and the County to develop detailed implementation and training plans, based on the RFP and contract requirements</p> <ul style="list-style-type: none"> • Review vendor project plan • Support development of County rollout project plan • Review or develop staff training plans, as needed 	<p>Implementation Project Plan</p> <p>Training Plans for County</p>	<p style="text-align: center;">Rate of \$180/Hour</p> <p style="text-align: center;">On an as requested and “As-Approved” basis by County</p> <p style="text-align: center;">\$15,000</p>

B. In order to be reimbursed for travel costs, Contractor must comply with Monterey County Travel Policy which is available on the County website at <http://www.co.monterey.ca.us/auditor/pdfs/travelpolicy2008.pdf>

V. Payment Provisions

A. For the services described in this Agreement within the term specified above, the maximum obligation of the County will be **\$99,600.00.**

- B. The payment conditions as specified in Section 6 of the body of this Agreement shall apply. In the event that the Agreement is terminated prior to completion of the services, the amount paid shall be for repair services provided prior to termination.
- C. Invoices shall require the following detail for review/approval:
1. Phase of the Project
 2. Original Quoted Amount
 3. Actual Charges for the Phase to allow County to monitor the balance within each Project phase
 4. Description of services – Phase activity as applicable
 5. For travel – Contractor will have to follow the County Travel policy specified through link in Section IV, Subsection B above for reimbursement.
- D. Invoices shall be mailed to:

Monterey County Health Department
1270 Natividad Road
Salinas, Ca. 93906
Attn: Accounts Payable - Administration

If for any reason this Agreement is cancelled, County's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective May 1, 2015 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and Robinson & Associates Consulting, LLC ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

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

2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

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

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

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

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

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

3. **RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

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

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

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

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

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents

agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

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

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

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

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

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

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

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

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

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

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

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

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

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

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

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

5. MISCELLANEOUS

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

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Robinson & Assoc. Consulting, LLC

Carol A. Robinson

Attn: _____

Tel: _____

Fax: _____

If to Covered Entity, to:

County of Monterey, Health Department

1270 Natividad Road, Salinas, Ca 93906

Attn: Ray Bullick

Tel: 831-755-4526

Fax: _____

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

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

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


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

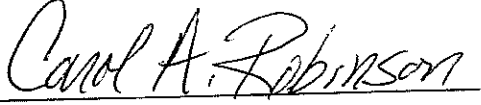
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

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

[BUSINESS ASSOCIATE]

Robinson & Associates Consulting LLC

By: 

By: 

Print Name: Ray Bullick

Print Name: Carol A. Robinson

Print Title: Director of Health

Print Title: Principal

Date: 6-18-15

Date: 5/15/15