

Exhibit G

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made between Monterey County (“**Provider**”) and California Forensic Medical Group, Inc. (“**Contractor**”).

RECITALS

A. Provider is a detention facility that is subject to the federal HIPAA privacy and security rules, as amended by the HITECH Act and the HIPAA Omnibus Rule (collectively, the “HIPAA Rules”). Under the HIPAA Rules, Provider may give business associates performing services on its behalf access to patient -identifiable health care information (“Protected Health Information” or “PHI”) to the extent that such access is necessary to allow the business associates to perform their duties, provided that it obtains satisfactory assurances from each business associate that it will appropriately safeguard the PHI. Provider customarily obtains such assurances in the form of an agreement that binds the business associate.

B. Contractor is a limited liability partnership that provides medical services to Provider (the “Services”). In the course of performing the Services, Contractor may require access to PHI held by Provider. As such, Contractor is a “business associate” under the HIPAA Rules. Contractor is prepared to enter into an agreement with Provider containing satisfactory assurances that it will appropriately safeguard the PHI.

C. Provider and Contractor desire to enter into this Business Associate Agreement to set forth their understandings regarding Contractor’s duties with respect to the PHI that it receives from Provider during the course of providing the Services.

AGREEMENTS

1. Compliance with HIPAA Rules

Contractor shall comply with the business associate requirements in the HIPAA Rules in current or amended form in using and disclosing PHI that it receives from Provider in the course of furnishing the Services.

2. General Obligations

Contractor shall perform the following specific duties in accordance with the HIPAA Rules:

2.1. Use PHI received from Provider only as necessary to: (i) perform the Services; (ii) assist in its own proper management and administration; or (iii) carry out its legal responsibilities.

2.2 Disclose PHI received from Provider in the circumstances set forth in Section 2.1 only if: (i) the disclosure is required by law or (ii) Contractor obtains reasonable assurances from the recipient that the PHI will be held confidentially and used or further disclosed only for the purposes for which it was disclosed to the recipient or as required by law, and the recipient notifies Contractor of any instances of which the recipient is aware in which the security of the PHI has been breached.

2.3. Use appropriate safeguards to prevent use or disclosure of PHI for purposes other than the performance of the Services.

2.4. Implement policies and procedures providing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information ("ePHI") that it creates, receives, maintains, or transmits on behalf of Provider as required by the HIPAA security rules.

2.5. Report to Provider any use or disclosure of PHI not provided for in this Agreement about which Contractor becomes aware, including any security breach of unsecured PHI, and provide such notifications on Provider's behalf to patients and other recipients at Contractor's expense as Provider may determine. Contractor shall report any security breach to Provider without unreasonable delay and in no case less than twenty (20) calendar days after the breach is known to Contractor or would have been known through the exercise of reasonable diligence.

2.6. Not de-identify PHI unless specifically permitted as part of the Services and not use or disclose de-identified PHI for Contractor's own purposes.

2.7. Obtain Provider's express prior written approval for any person or entity, other than a member of Contractor's workforce, to whom Contractor proposes to provide PHI in order to assist Contractor in carrying out any function, activity, or service on Provider's behalf (a "Subcontractor").

2.8. Treat any Subcontractor as Contractor's business associate under the HIPAA Rules, including entering into a written contract with such Subcontractor in a form approved by Provider by which the Subcontractor agrees to the same restrictions and conditions that apply to Contractor under this Agreement and the HIPAA Rules.

2.9. Ensure that any Subcontractor to which Contractor provides ePHI agrees to implement reasonable and appropriate administrative, physical, and technical safeguards to protect such information as required by the HIPAA security rules.

3. Specific Privacy Obligations

Contractor shall perform the following privacy obligations with regard to PHI:

3.1. Comply with the requirements of the HIPAA privacy rules that apply to Provider when carrying out Provider's obligations under the HIPAA privacy rules, including limiting uses and disclosures to the "minimum necessary" PHI.

3.2. Notify Provider immediately of any request by a patient for access, amendment, or an accounting regarding the patient's health record under Section 3.3, 3.4, or 3.5 of this Agreement.

3.3. Give Provider or the patient access to the patient's health records, as required by the HIPAA privacy rules, including making ePHI available in electronic format to the patient or anyone designated by the patient.

3.4. Allow Provider, at the patient's request, to require amendment of the patient's health records, as required by the HIPAA privacy rules, in the form of an addendum in the time and manner that it designates.

3.5. Document any disclosures by Contractor of PHI and provide the resulting documentation to Provider to allow Provider to respond to the patient's request for an accounting of disclosures in accordance with the HIPAA privacy rules; or, at Provider's direction, provide an accounting of its disclosures of PHI to any patient who requests it.

3.6. Comply with the applicable provisions in the HIPAA Rules in the event that it assists Provider with marketing or fundraising activities. These include (1) obtaining the patient's permission in most circumstances before using or disclosing the patient's PHI for marketing purposes, and (2) placing a clear statement in any fundraising materials allowing the patient to opt out of receiving such communications in the future.

3.7. Refrain from selling PHI or receiving compensation for providing PHI without the express written permission of Provider and, unless the HIPAA privacy rules expressly permit it, the patient to whom the PHI pertains.

4. Indemnification and Insurance

Contractor shall:

4.1. Provide indemnification to Provider for any expenses to which Provider is put in notifying patients, governmental agencies, or other persons or entities, as required by law, of security breaches involving PHI in the custody of Contractor or any Subcontractor.

4.2. Indemnify and hold harmless Provider for any liability to which Provider is put as a result of an improper use or disclosure of PHI by Contractor or any Subcontractor in violation of this Agreement or the HIPAA Rules.

4.3. Obtain and maintain insurance coverage with carriers and in amounts acceptable to Provider for any liability resulting from damages or injuries due to acts or omissions in receiving, maintaining, or disclosing PHI under this Agreement.

5. Records

Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI available to Provider and to the Secretary of the Department of Health and Human Services, in a time and manner designated by Provider or the Secretary, to assist Provider or the Secretary in determining Contractor's compliance with this Agreement and the HIPAA Rules.

6. Term and Termination

6.1. This Agreement shall continue as long as Contractor provides the Services.

6.2. In the event that Contractor violates this Agreement, Provider may immediately terminate its relationship with Contractor, including any agreement or contract between them obligating Contractor to furnish the Services and Provider to compensate Contractor for them.

6.3. Following any termination of this Agreement, Contractor shall, if feasible, return or destroy all PHI (including copies) received from Provider, or created or received by Contractor on behalf of Provider. If it is not feasible to return or destroy the PHI, Contractor shall continue to use appropriate safeguards as set forth in this Agreement and in the HIPAA Rules to protect the PHI and shall limit further uses and disclosures to those activities that make the return or destruction of the information infeasible. Any obligation to continue to protect the PHI shall survive the termination of this Agreement.

7. Amendment

Provider and Contractor shall amend this Agreement from time to time as necessary to comply with changes in the HIPAA Rules.

PROVIDER:

CONTRACTOR:

(Signature)

Cindy Watson

Monterey County

California Forensic Medical Group, Inc.

(Title)

COO

Date: _____

Date: _____