



**medbridge**

Medbridge, Inc.  
10900 N.E. 4th Street, Suite 2300  
Bellevue WA, 98004

**Offer Valid Through:** 5/31/2026  
**Prepared By:** Elliot Yashar  
**Quote#:** Q-35675  
**AE Email:** elliot.yashar@medbridge.com

# Order Form

## Customer Information

County of Monterey  
1270 Natividad Road  
Salinas, California, 93906  
United States

**Primary Contact:** Christine Betts  
bettsca@countyofmonterey.gov  
+118314842319

## Purchase Details

**Subscription Term:** 12 months  
**Renewal Term:** 12 months

**Payment Terms:** Net 30  
**Billing Frequency:** Annual

## Products

Product Name	Annual Unit Price	Subscription Qty	Subtotals
Pro	\$299.00	11	\$3,289.00
<b>Total Cost</b>			<b>\$3,289.00</b>

Each Pricing Quote will be billed as a single invoice which will include applicable taxes as set out therein. Requests for split billing will result in additional fees.



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## Terms and Conditions

Products and services provided by Medbridge, Inc. under this Order Form are governed by and subject to the Medbridge Subscription Agreement attached to this Order Form and incorporated by reference.

Once this Order Form is signed by Customer, Customer agrees to pay the amounts listed in accordance with this Order Form and the Terms of Use, along with any applicable taxes. By signing below, the signatory certifies that (i) they have read and agree to the Agreement and (ii) he or she is an authorized signatory for Customer.

Invoices for this order will be emailed automatically from [billings@medbridge.com](mailto:billings@medbridge.com).

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Please fill out the contact information for the "Medbridge Admin" and the "Billing Contact" that you'd like associated with your Medbridge account. If you prefer, you can also leave these fields blank, and we'll automatically enroll your contact information for both roles.

The "Medbridge Admin" will be in charge of tasks such as user setup, subscription management, and renewals for your organization. Meanwhile, the "Billing Contact" will be used for handling renewal and add-on invoicing.

**Medbridge Admin**

**Billing Contact**

First Name:

First Name: County of Monterey Health Department

Last Name:

Last Name: **Public Health Bureau**

Email Address:

Email Address: **412-PHFiscal@countyofmonterey.gov**

Phone:

Phone: **(831) 755-4500**

**By signing this Agreement I agree to the Terms and Conditions of this Order Form and any documents incorporated herein.**

**CUSTOMER**

**MEDBRIDGE, INC**

Signature:

Signature:

Name: Elsa Mendoza Jimenez

Name:

Title: Director of Health Services

Title:

Date:

Date:

Each Pricing Quote will be billed as a single invoice which will include applicable taxes as set out therein. Requests for split billing will result in additional fees.



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## MEDBRIDGE SUBSCRIPTION AGREEMENT

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This Medbridge Subscription Agreement (“Agreement”) is entered into by and between Medbridge, Inc., a Washington corporation with its principal place of business at 10900 N.E. 4th Street, Suite 2300, Bellevue, WA 98004 (“Medbridge”), and the entity identified on the applicable Order Form (“Customer”, each a “Party” and collectively the “Parties”). This Agreement governs Customer’s access to and use of Medbridge’s subscription services under both its legacy pricing structure and the updated OneCare framework. It is effective as of the last signature date below (“Effective Date”) and, together with any applicable Order Form, Statement of Work, addendum, or exhibit executed by the Parties, forms the complete agreement between them. In the event of conflict, the terms of an Order Form or addendum will control as to the services it describes. This Agreement applies to all Subscriptions and services purchased during the Term.

**1. DEFINITIONS.** Terms defined above have their assigned meanings, and each of the following terms has the meaning assigned to it.

“*Access Fees*” means the fees owed by Customer for access to Subscription services, including per-Episode fees and any other applicable charges, as set forth in the applicable Order Form.

“*Authorized User*” means an individual designated by Customer to access the Subscription in accordance with this Agreement.

“*Compliance Library*” means the collection of non-CEU compliance courses available on the Medbridge platform, as may be updated by Medbridge from time to time.

“*Confidential Information*” has the meaning given in Section 5 of this Agreement.

“*Continuing Education Library*” means Medbridge’s collection of CEU-eligible and related educational content, including preparation programs, certificates, breakouts, and webinars, excluding the Compliance Library.

“*Episode*” or “*Episodes*” means the creation or use of certain Medbridge programs, as defined below. Episodes are used to calculate Pooled Allotments and episodic billing. Unless otherwise stated in the applicable Order Form, each of the following constitutes a separate Episode, including repeated assignments to the same patient:

- *Essentials Episode*: The creation of a Home Exercise Program (“HEP”) or Patient Reported Outcome (“PRO”) within the Medbridge platform.
- *Elite/Enterprise Episode*: A patient’s initiation or engagement of a Pathways or Remote Therapeutic Monitoring (“RTM”) program via invite code or direct access through the Medbridge platform.

“*Initial Term*” has the meaning set forth in Section 4 of this Agreement.

“*Launch Date*” means the first day on which a non-test Subscription is made available to Customer for use and billing begins under this Agreement.

“*OneCare Platform*” means the collection of HEP, Pathways, RTM, and related patient education content available on the Medbridge platform.

“*Order Form*” means any ordering document executed by the Parties that details Subscriptions, Access Fees, Episode allotments, or other service terms, including amendments, renewals, and addenda.

“*Pooled Allotment*” means the total number of included Episodes available across all active Subscriptions of a particular type, calculated according to the Subscription Tier. For Essentials Subscriptions, each active Subscription includes 100 Essentials Episodes per Subscription Term, which may use across the Customer’s Essential Subscriptions. Elite Subscriptions include unlimited Essentials Episodes. Elite Episodes will be billed in arrears unless otherwise agreed in the Order Form. The scope of Pooled Allotments for other tiers, if any, will be specified in the applicable Order Form.

“*Prepaid Episode Package*” means a bundle of Episodes purchased in advance by Customer, at a discounted rate, for use during the current Subscription Term. Prepaid Episode Packages expire at the end of the Term unless otherwise stated in the applicable Order Form.



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“*Renewal Term*” means each successive one (1) year period following the Initial Term, unless otherwise specified in an Order Form.

“*Subscription*” means the limited, non-exclusive, non-transferable right granted to Customer and its Authorized Users to access the Medbridge platform and associated services, including the Compliance Library, Continuing Education Library, OneCare Platform, and other features as specified in the applicable Order Form.

“*Subscription Tier*” means the level of service purchased by Customer, such as Medbridge Classic, Essentials, Elite, or Enterprise, each with defined feature access and pricing terms as described in the applicable Order Form and/or Medbridge’s then-current product catalog.

## 2. SUBSCRIPTION TERMS.

2.1 **Grant of Rights.** Subject to the terms of this Agreement and any applicable Order Form, Medbridge grants Customer a limited, non-exclusive, non-transferable right to access and use the Subscription during the applicable Subscription Term. This right includes access for Customer’s Authorized Users and permits the use of Subscription content and tools in the provision of care to patients, including sharing exercises, educational materials, and related content directly with patients in the ordinary course of clinical practice.

Except as expressly permitted herein, Customer shall not sublicense, resell, or otherwise distribute the Subscription or its content to third parties. Use is limited to the scope of access, features, and functionality defined in the applicable Subscription Tier. All rights not expressly granted by Medbridge are reserved.

2.2 **Platform Access.** Customer’s access to Medbridge features and services is determined by the Subscription configuration(s) and entitlements specified in the applicable Order Form. Access may include educational, clinical, and patient-facing tools, subject to any applicable use limitations, usage pooling, or billing mechanisms.

2.3 **Authorized Users.** Access to the Medbridge platform is limited to those individuals designated by Customer as Authorized Users under an active Subscription. Authorized Users must be employees, contractors, or affiliated personnel of Customer and may not share credentials or otherwise sublicense access. Customer is responsible for ensuring that each Authorized User complies with the terms of this Agreement. The scope of an Authorized User’s access is determined by the Subscription associated with that user, as outlined in the applicable Order Form. To the extent permitted by Customer’s Subscription, Authorized Users may use platform features while delivering care, education, or engagement to third parties.

2.4 **Episode Usage & Billing.** Where included in Customer’s Subscription, usage of Episodes, including HEP, PRO, Pathways, and RTM, is subject to the allocation, pooling, and billing terms associated with the Customer’s Subscription Tier. Episodic billing is separate from, and in addition to, annual fees billed for access to Medbridge’s Subscriptions.

- (a) **Pooled Allotments:** Essentials Subscriptions include Pooled Allotments of Essentials Episodes, which may be used across Customer’s Authorized Users. Unless otherwise specified in the Order Form or other legacy Agreement, each Essentials Subscription includes one hundred (100) Essentials Episodes per Subscription Term (pro-rated for mid-year purchases).
- (b) **Usage-Based Billing:** Use of Episode content (HEP, PRO, RTM, Pathways) in excess of Pooled Allotments, or in Subscriptions where no allotment applies, will be accrued and billed at the applicable per-Episode rate:
  - (i) **Essentials:** HEP/PRO Episodes in excess of Pooled Allotments will be billed at \$1.50 per Episode.
  - (ii) **Elite:** RTM and Pathways Episodes in excess of pre-purchased allotments will be billed at \$10 per Episode.
  - (iii) **Enterprise:** Episodes will be billed as agreed in the individual pricing plans and Order Forms.
- (c) **Tracking and Reporting:** Medbridge will track Episode usage, and Customer’s usage may be viewed through Medbridge’s admin portal. Customer is responsible for monitoring its own usage. Medbridge’s records will be the authoritative source for billing purposes.
- (d) **Expiration:** All included or prepaid Episodes expire at the end of the Customer’s Subscription Term unless otherwise specified in the Order Form. Medbridge may, in its sole discretion, permit mid-cycle Episode package purchases, with expiration aligned to the Customer’s renewal date.

## 3. PAYMENT TERMS.

3.1 **Fees.** Customer agrees to pay all Access Fees specified in the applicable Order Form(s), including any Subscription fees and applicable charges for Episodes or other usage-based services. Fees are based on the Subscription(s) and usage



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tiers purchased, as outlined in the Order Form and subject to any applicable Pooled Allotments, overage charges, or prepaid packages. All fees are non-cancelable and non-refundable except as expressly stated in this Agreement or required by law.

Medbridge reserves the right to adjust pricing upon renewal of the Subscription Term. Any such adjustment will be communicated in writing prior to the start of the Renewal Term and reflected in the applicable Order Form. Payment obligations are non-cancelable; fees paid are nonrefundable. Customer may not reduce the quantity of Subscriptions purchased during the relevant Term.

**3.2 Billing and Payment Terms.** Unless otherwise stated in the applicable Order Form, Medbridge will invoice Customer for applicable fees. Medbridge may, at its discretion, shift Customer to a quarterly billing cadence based on usage or other factors. Payments must be made in U.S. dollars and via a method approved by Medbridge. Customer is responsible for maintaining accurate billing and contact information throughout the Subscription Term.

**3.3 Taxes and Late Payments.** All fees under this Agreement are exclusive of taxes, levies, duties, or similar governmental assessments of any kind, including but not limited to value-added, sales, use, or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases under this Agreement, excluding any taxes based on Medbridge's net income, property, or employment.

Medbridge reserves the right to suspend access to Subscription materials, withhold future renewals, decline new Order Forms, and/or turn off the ability to create new Episodes in the event of overdue, undisputed amounts.

#### **4. TERM AND TERMINATION.**

**4.1 Term and Renewal.** This Agreement will commence on the Effective Date and terminate twelve (12) months thereafter at the end of the Subscription Term listed on the applicable Order Form. Thereafter, the Agreement will renew for successive Renewal Terms on mutual written agreement of the Parties. As part of Medbridge's platform update, renewals occurring after October 1, 2025, may involve updated product tiers or pricing structures under Medbridge's OneCare Platform, as reflected in the applicable Order Form.

**4.2 Termination.** Either Party may terminate this Agreement for cause if the other Party materially breaches any provision of the Agreement and fails to cure the breach within thirty (30) days after receiving written notice describing the breach in reasonable detail. Termination under this Section will become effective upon expiration of the applicable cure period, if the breach remains uncured. Customer acknowledges and agrees that if this Agreement is terminated, except for an uncured material breach by Medbridge, it (a) will not be entitled to a refund of any amounts previously paid and (b) it will be obligated to pay the balance of the Term in progress.

In addition, Medbridge may terminate this Agreement for any reason by providing at least thirty (30) days' written notice to Customer. In such event, Medbridge will refund any prepaid, unused Access Fees covering the portion of the Subscription Term remaining after the effective date of termination.

**4.3 Effect of Termination.** Upon termination or expiration of this Agreement for any reason:

- (a) all rights and licenses granted to Customer under this Agreement will immediately terminate;
- (b) Customer shall cease all access to and use of the Subscription;
- (c) any amounts owed by Customer under this Agreement that remain unpaid will become immediately due and payable; and
- (d) each party shall return or destroy any Confidential Information of the other Party in its possession, subject to any rights or obligations that survive termination under Section 4.4.

**4.4 Survival.** The following provisions will survive any termination or expiration of this Agreement: Sections 1 (Definitions), 3 (Payment Terms), 4.3 (Effect of Termination), 4.4 (Survival), 5 (Confidentiality), 6 (Intellectual Property, Data Use, and Branding), 7 (Indemnity), 8 (Disclaimers), 8.2 (Limitation of Liability), and 10 (Miscellaneous), along with any other provisions that by their nature are intended to survive.

#### **5. CONFIDENTIALITY.**

**5.1 Generally.** Each Party agrees that it will not use or disclose any Confidential Information received from the other Party other than (a) as expressly permitted under the terms of this Agreement, (b) as expressly authorized in writing by the other Party, or (c) as required by law. "Confidential Information" means any of a disclosing Party's information which is marked as "confidential" or with a similar indicator, or which should be reasonably understood by each Party to be



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confidential or proprietary, including but not limited to, the terms of this Agreement, any trade secrets or know-how, product plans, processes, designs, marketing, finances, or other business information disclosed to a Party, either directly or indirectly. Confidential Information does not include information that (a) is or becomes generally known or available through no act or failure of the receiving Party, (b) is lawfully obtained by the receiving Party without restrictions as to such use or disclosure; or (c) is independently developed without reference to the disclosing Party's Confidential Information.

## 6. Intellectual Property, Data Use, and Branding

6.1 **Generally.** Medbridge is the owner of the Medbridge website, the Subscription materials, the Medbridge trademarks, and any intellectual property created by Medbridge in connection with the services provided hereunder, (collectively, the "Medbridge IP"). Customer acknowledges and agrees that it receives no right, title, or ownership in or to any Medbridge IP other than those specifically granted in this Agreement. Without limiting the generality of the foregoing, Customer will not (a) reverse engineer, decompile, disassemble, modify, or otherwise attempt to derive any of Medbridge's software code, or create derivative works from any Medbridge IP; (b) put the Medbridge website, or a portion thereof, into an inline frame (i-frame) on Customer's website, unless authorized by Medbridge in writing; or (c) sell, resell, license, sublicense, rent, lease, or otherwise transfer rights or usage to any Medbridge IP, or use the Subscription materials for time-sharing purposes or in any other way allow third parties to exploit the Subscription materials. Customer is responsible for the actions or omissions of its Authorized Users. All usage and tracking information collected within the Medbridge website is and remains the property of Medbridge.

6.2 **Customer Content.** The Knowledge Tracks<sup>®</sup> feature on the Medbridge website allows Customer and its Authorized Users to upload content (including documents, videos, sound, photographs, or other materials) ("Customer Content") into the Medbridge website and share such Customer Content within Customer's organization. By uploading Customer Content into the Medbridge system, Customer is solely responsible for the accuracy, quality, integrity, legality, intellectual property ownership, use, and disclosure of such Customer Content by its Authorized Users. Customer maintains all ownership in Customer Content. Medbridge retains all ownership of Medbridge IP.

6.3 **Marketing.** Customer may choose to customize certain areas of the Medbridge website, including its patient portal and HEP printouts, using Customer's name and logo ("Customer's Trademarks"). Customer gives Medbridge permission to use and store Customer's Trademarks for these purposes. Customer agrees that Medbridge may identify Customer as a customer on the Medbridge website and in marketing materials. Upon mutual agreement by the Parties, Medbridge and Customer may issue a mutually agreed joint public announcement, and Customer will reasonably consider serving as a reference for Medbridge. Medbridge agrees to use Customer's name and logo solely in conjunction with the permitted forms of use under this Agreement. Use of Customer's Trademarks does not give Medbridge any right, title, or interest in Customer's Trademarks, other than the rights granted herein.

6.4 **Use of Data for Product Development and Patient Support.** Medbridge may use data provided by users as necessary to provide and improve the Subscription materials, including the development and deployment of AI-enabled features that support patient care, and for other business purposes. Such use will comply with applicable law and any Business Associate Agreement between the parties. Medbridge will implement administrative, technical, and physical safeguards to protect identifiable patient data as required under US law.

Customer has opted out of Medbridge's use of identifiable patient data for product development and AI training purposes (excluding use strictly necessary to deliver the Subscription materials). Additionally, patients may opt out individually, where applicable, through available patient-facing settings or controls.

6.5 **Third-Party Components.** Customer acknowledges that Medbridge may incorporate or rely on third-party services, software, or infrastructure in delivering the Subscription materials. Medbridge makes no representations or warranties regarding such third-party components and disclaims any liability arising from their availability, performance, or conduct.

## 7. INDEMNITY.

Subject to the overall limit of liability in Section 8.2, Customer shall indemnify, protect, defend, and hold Medbridge, including its officers, directors, shareholders, agents, and employees, harmless from and against any and all costs, claims, suits, losses, damages, liabilities, and expenses (including reasonable attorney's fees) arising out of or resulting from (a) the breach by Customer of any representation, warranty, covenant, or obligation contained in this Agreement, (b) any negligent act, error, or omission of Customer, or anyone for whom Customer is legally responsible, or from (c) the failure of Customer,



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or anyone for whom Customer is legally responsible, to comply with any law, rule, or regulation related to the relevant area(s) of practice, including the applicable state practice act(s).

Subject to the overall limit of liability in Section 8.2, Medbridge shall indemnify, defend, and hold harmless the Customer, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any claims, liabilities and losses occurring or resulting to any person, or corporation for damage, injury, or death arising out of or connected with Medbridge's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the Customer. Medbridge's performance includes Medbridge's action or inaction and the action or inaction of Medbridge's officers, employees, agents and subcontractors.

## **8. DISCLAIMERS; LIMITATION OF LIABILITY.**

**8.1 DISCLAIMERS.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SUBSCRIPTION MATERIALS AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. MEDBRIDGE DOES NOT WARRANT THAT THE SUBSCRIPTION MATERIALS WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THEY WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS.

MEDBRIDGE MAY UPDATE, MODIFY, OR DISCONTINUE COURSES, FEATURES, OR EXPIRATION DATES AT ANY TIME. THE SUBSCRIPTION MATERIALS ARE INTENDED AS SUPPLEMENTARY EDUCATIONAL RESOURCES ONLY. CLINICAL DECISIONS REMAIN THE SOLE RESPONSIBILITY OF THE TREATING PROVIDER, WHO MUST RELY ON THEIR PROFESSIONAL JUDGMENT AND KNOWLEDGE OF THE PATIENT.

MEDBRIDGE SHALL NOT BE LIABLE FOR ANY INJURY, LOSS, OR DAMAGE RESULTING FROM RELIANCE ON THE SUBSCRIPTION MATERIALS OR USE OF THE PLATFORM, INCLUDING ANY DELAYS, OMISSIONS, OR THIRD-PARTY SERVICE DISRUPTIONS. MEDBRIDGE ALSO DISCLAIMS ALL LIABILITY RELATED TO ACCREDITATION STATUS OR REGULATORY APPROVAL OF ITS CONTENT, INCLUDING ANY INACCURACIES IN STATE- OR DISCIPLINE-SPECIFIC GUIDANCE.

**8.2 LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MEDBRIDGE OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST REVENUE, LOST DATA, OR OTHER ECONOMIC HARM, ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF MEDBRIDGE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MEDBRIDGE'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER FOR ACCESS TO THE SUBSCRIPTION MATERIALS IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. ALL CLAIMS ARE SUBJECT TO WRITTEN NOTICE WITHIN THAT TWELVE-MONTH PERIOD. THESE LIMITATIONS APPLY IN THE AGGREGATE AND SHALL SURVIVE ANY FAILURE OF ESSENTIAL PURPOSE OR EXCLUSIVE REMEDY.

## **9. INSURANCE.**

**9.1 Evidence of Coverage.** Prior to commencement of this Agreement, Medbridge 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, Medbridge upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the Customer's Contracts/Purchasing Department, unless otherwise directed. Medbridge shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the Customer has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Customer.

**9.2 Qualifying Insurers.** All coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the Customer Purchasing Agent.



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- 9.3 Insurance Coverage Requirements.** Medbridge shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
- (a) 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, and \$2,000,000 in the aggregate.
  - (b) 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 Medbridge completes its performance of services under this Agreement.
  - (c) 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 Medbridge 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.

**9.4 Additional Insured Status.** The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Medbridge. Auto liability coverage shall be provided in the form of an endorsement to the Medbridge's insurance. The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Medbridge's including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Medbridge's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 3 7 if a later edition is used).

**9.5 Primary Coverage.** For any claims related to this contract, Medbridge's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 0 1 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Customer, its officers, officials, employees, agents, or volunteers shall be excess of Medbridge's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

## 10 DISPUTES.

The Parties will use commercially reasonable efforts to resolve any disputes arising under this Agreement through good-faith negotiations. If the Parties are unable to resolve a dispute within thirty (30) days after notice from one Party to the other, either Party may seek resolution in the state or federal courts located in Monterey County, California, which shall have exclusive jurisdiction and venue for any such dispute. This Section will not limit either Party's right to seek immediate injunctive or equitable relief in any court of competent jurisdiction to prevent actual or threatened misuse of its intellectual property, Confidential Information, or other proprietary rights. Each Party hereby waives any right to a trial by jury or to participate in any class action, class arbitration, or similar group proceeding in any dispute related to this Agreement.

## 11 MISCELLANEOUS.

**10.1 Assignment.** This Agreement is binding upon and will inure to the benefit of the Parties and their permitted successors and assigns. Either Party may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, with written notice to the other Party within 30 calendar days.

**10.2 Force Majeure.** Neither Party will be liable for failure or delay in performing its obligations under this Agreement (other than payment obligations) if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, terrorism, war, pandemics, or governmental action.

**10.3 Relationship.** The Parties are independent contractors. This Agreement does not create any joint venture, partnership, agency, or employment relationship, and neither party has authority to bind the other.

**10.4 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral.

**10.5 Amendment.** This Agreement may only be amended by a written instrument signed by both Parties.



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10.6 **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

10.7 **Notice.** All notices must be in writing and delivered to the addresses provided in the Order Form or as otherwise designated in writing. Notices will be deemed delivered upon receipt or, if sent by email, when sent without bounce-back or other delivery failure.

**ACCEPTANCE** In witness whereof, the Parties execute this MSA as of the Effective Date.

**CUSTOMER**

**MEDBRIDGE, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Elsa Mendoza Jimenez

Print Name: \_\_\_\_\_

Title: Director of Health Services

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form:**

Signature: Signed by:  
Kevin F. Serrano  
CF401E29828E4B2...

Print Name: Kevin Serrano

Title: County Counsel

Date: 4/2/2026 | 2:20 PM PDT

**Approved as to Fiscal Provisions:**

Signature: DocuSigned by:  
Andrew Valentine  
25834CF09401E7A0

Print Name: Andrew Valentine

Title: Auditor / Controller

Date: 4/2/2026 | 2:41 PM PDT

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective the date of latest signature by either Party (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and Medbridge, Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

## RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, 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”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

## AGREEMENT

### 1. **DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement (“Services Agreement”) between Covered Entity and Business Associate to which this BAA applies.

## **2. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the 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);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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 person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

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

(f) Use or disclose PHI in de-identified form in compliance with 45.C.F.R. § 164.502 (d), provided that any such de-identification meets the standards and implementation standards required under 45 C.F.R. § 164.514(a) and (b) as they exist or may be amended; and

(g) Use or disclose PHI outside the territorial boundaries of the US to subcontractors such as Okta (for Pathways login credentials) and Typeform (for Pathways user assessments) provided that (a) such PHI is accessed or transferred in accordance with the HIPAA Rules, and (b) the subcontractor meets the requirements set forth in Section 3.1(c); and

(h) Use or disclose PHI to develop and deploy artificial intelligence (“AI”) enabled features in the underlying Services Agreement that support patient care. Business Associate shall (a) implement administrative, technical, and physical safeguards to protect identifiable PHI, (b) receive authorization from the patient to use PHI, and (c) provides a mechanism for the patient to opt out of the use of PHI and to revoke a prior authorization to use PHI. THIS LANGUAGE IS ONLY APPLICABLE IF COVERED ENTITY OPTS INTO THE USE OF SUCH FEATURES IN A FUTURE AMENDMENT TO THE SERVICES AGREEMENT OR THIS AGREEMENT AS OF THE EFFECTIVE DATE, COVERED ENTITY HAS OPTED OUT OF THE USE OF ALL AI – ENABLED FEATURES.

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

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate’s discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure

of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to substantially the same restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements,

policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity’s request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate’s internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity’s acceptance of such practices or waiver of Covered Entity’s rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) 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 and the HITECH Act. At a minimum, the Business Associate shall provide 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 ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors 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;

(h) 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 to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; 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. Business Associate shall notify Covered Entity within five (5) business days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, 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;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

### **3.2 Business Associate Acknowledgment.**

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

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual

regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) 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. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

#### **5. MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of

Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments: Waiver.** This BAA 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 HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA 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 BAA 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 or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Medbridge. Inc.  
Attn: Legal Dept.  
10900 N.E. Fourth Street Suite 2300 Bellevue, WA 98004  
Bellevue WA 98004  
Phone: 206-216-5003  
Email: legal@medbridge.com

If to Covered Entity, to:

County of Monterey Health Department  
Attn: Compliance/Privacy Officer  
1270 Natividad Road  
Salinas, CA 93906  
Phone: 831-755-4018  
Fax: 831-755-4797  
Email: sumeshwarsd@countyofmonterey.gov

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 BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the

Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Subject to an overall limitation of liability equal to the amount set forth in the underlying Services Agreement, Business Associate shall , defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, 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 provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

**5.9 Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate’s required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits shall be, at a minimum, five million (\$5,000,000) in the aggregate.

Such insurance coverage will be maintained for the term of this BAA, and a copy of such

policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

**5.11 Legal Actions.** Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

**5.12 Audit or Investigations.** Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

**5.13 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

**5.14 No Offshore Work.** Except as otherwise authorized in the underlying Services Agreement or this Agreement, in performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

**5.15 Information Blocking Rules.** Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

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

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

By:

By:

Print Name:

Print Name: Elsa Mendoza Jimenez

Print Title:

Print Title: Director of Health Services

Date:

Date: