

1 **A G R E E M E N T**

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3 THIS AGREEMENT is made and entered into this 1st Day of September 2013, by and
4 between the San Joaquin Valley Insurance Authority, a Joint Powers Authority within the State of
5 California, (hereinafter “SJVIA”),and Pacific Coast Medical Services, a California Corporation,
6 whose address is 1440 S. State College Blvd. 3-K, Anaheim, Ca. 92806, hereinafter referred to as
7 "CONTRACTOR".

8 DEFINITIONS:

- 9 1. Participant shall mean a person deemed eligible by SJVIA whom participates in the
10 services listed in Attachment A.
11 2. Participating Entity shall mean a County, City, Special District or other Joint Powers
12 Authority that has been approved by the SJVIA Board of Directors to participate in the
13 SJVIA.
14 3. Plan shall mean the SJVIA’s self-funded Medical Plan.
15 4. Plan Sponsor shall have the meaning ascribed to the term “plan sponsor” as be defined
16 as the San Joaquin Valley Insurance Authority or any of its member entities.
17 5. Provider shall mean any person or entity who proposes to provide, or does provide,
18 health care services covered under the Plan to a Member.
19 6. Health Educator shall mean a Mastered-degree health professional employed by
20 CONTRACTOR.
21 7. Nurse Health Coach shall mean a Registered Nurse licensed in the state of residence.

22 WITNESSETH:

- 23
24 1. OBLIGATIONS OF THE CONTRACTOR
25 A. The CONTRACTOR will provide medical management services as listed in
26 Exhibit “A.”.
27 B. The CONTRACTOR must obtain approval of the SJVIA before scheduling
28 medical management services with any Participating Entity of the SJVIA.

1 2. OBLIGATIONS OF THE SJVIA

2 A. The participating member entity of the SJVIA shall provide access to
3 adequate facilities for CONTRACTOR to perform Bilateral Screening Mammography Exam on
4 dates agreed upon by SJVIA and CONTRACTOR.

5 3. TERM

6 This Agreement shall become effective on the 1st day of September 2013, and
7 shall terminate on the 30th day of August 2014.

8 4. TERMINATION

9 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
10 be provided thereunder, are contingent on the approval of funds by the appropriating government
11 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
12 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
13 notice.

14 B. Breach of Contract - The SJVIA may immediately suspend or terminate this
15 Agreement in whole or in part, where in the determination of the SJVIA there is:

- 16 1) An illegal or improper use of funds;
17 2) A failure to comply with any term of this Agreement;
18 3) A substantially incorrect or incomplete report submitted to the SJVIA;
19 4) Improperly performed service.

20 In no event shall any payment by the SJVIA constitute a waiver by the SJVIA of any
21 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.
22 Neither shall such payment impair or prejudice any remedy available to the SJVIA with respect to
23 the breach or default. The SJVIA shall have the right to demand of the CONTRACTOR the
24 repayment to the SJVIA of any funds disbursed to the CONTRACTOR under this Agreement,
25 which in the judgment of the SJVIA were not expended in accordance with the terms of this
26 Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

27 C. Without Cause - Under circumstances other than those set forth above,
28 this Agreement may be terminated by SJVIA upon the giving of sixty (60) days advance written

1 notice of an intention to terminate to CONTRACTOR.

2 5. COMPENSATION/INVOICING: SJVIA agrees to pay CONTRACTOR and
3 CONTRACTOR agrees to receive compensation as detailed in Exhibit B. Payment under Exhibit
4 B shall be due no earlier than thirty (30) business days after SJVIA's receipt of an accurate and
5 complete invoice from CONTRACTOR. SJVIA shall have no obligation to pay any invoice from
6 CONTRACTOR which SJVIA reasonably disputes until such dispute is resolved to SJVIA's
7 satisfaction.

8 6. OWNERSHIP OF DATA: All data delivered by the SJVIA or its Participating
9 Entities to CONTRACTOR, or which is created by either party for the SJVIA in connection with the
10 performance of this Agreement shall be the exclusive property of the SJVIA. Provider shall be the
11 custodian of such data and will immediately make such data available to the SJVIA upon request
12 during normal working hours. CONTRACTOR shall return all personnel/payroll raw data collected
13 or generated in connection with the performance of the Agreement within thirty (30) days of the
14 termination of this Agreement and shall not access said data for any purpose other than in
15 connection with the performance of this Agreement.

16 7. CONFIDENTIALITY: All data, programs and other materials provided to
17 CONTRACTOR by SJVIA participating entities, Eligible Employees and/or Participants in
18 connection with this Agreement shall be deemed confidential as to the SJVIA and/or such
19 Eligible Employees and/or Participants. Neither the CONTRACTOR, its officers, agents nor
20 employees shall disclose such data to any third party without the express prior written consent
21 of the SJVIA, the affected Eligible Employees and/or Participants.

22 A. CONTRACTOR shall protect confidential information from inadvertent
23 disclosure to any third party in the same manner that they protect their own confidential
24 information, unless such disclosure is required in response to a validly issued subpoena or other
25 process of law. The provisions of this section shall continue to survive, upon completion of this
26 Agreement.

27 B. The SJVIA agrees to provide CONTRACTOR (or its authorized agents or
28 subcontractors), personnel information including, but not limited to employee names who have

1 elected to receive a Bilateral Screening Mammography Exam , for the sole and exclusive purpose
2 of performing services as detailed in Exhibit A..

3 C. CONTRACTOR agrees to keep in confidence all information provided by
4 SJVIA and its clients. Provider shall treat such information with at least the same degree of care
5 as CONTRACTOR exercises toward its own employees' personnel and payroll information.

6 D. CONTRACTOR shall ensure that no list of persons receiving services
7 under this contract is published, disclosed, or used for any other purpose except for the direct
8 administration of the program or other uses authorized by law that are not in conflict with
9 requirements for confidentiality. Except as otherwise provided in this Agreement, CONTRACTOR,
10 as a Business Associate of SJVIA, may use or disclose protected health information ("PHI") to
11 perform functions, activities or services for or on behalf of SJVIA, as specified in this Agreement,
12 provided that such use or disclosure shall not violate the Health Insurance Portability and
13 Accountability Act (HIPAA), U.S.C. 1320d et seq., and its implementing regulations including but
14 not limited to 45 C.F.R. Parts 142, 160, 162, and 164 (hereafter known as "the Privacy and
15 Security Rules"). The uses and disclosures of PHI may not be more expansive than those
16 applicable to SJVIA, as the "Covered Entity" under the Privacy Rule, except as authorized for
17 management, administrative or legal responsibilities of the Business Associate.

18 E. CONTRACTOR shall not use or further disclose PHI other than as permitted or
19 required by this Agreement, or as required by law.

20 F. CONTRACTOR shall implement administrative, physical and technical
21 safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of
22 PHI that it creates, receives, maintains, or transmits on behalf of SJVIA.

23 G. CONTRACTOR shall ensure that any agent, including a subcontractor to whom
24 CONTRACTOR provides PHI received from SJVIA, or to whom CONTRACTOR provides PHI
25 which is created on behalf of SJVIA, agrees to the same restrictions and conditions that apply to
26 CONTRACTOR with respect to such information.

27 H. CONTRACTOR shall report to SJVIA in writing within five (5) working days of any
28 security incident of which CONTRACTOR becomes aware. It is understood that if the security

1 incident is not corrected within sixty (60) days of CONTRACTOR's written notification to SJVIA,
2 CONTRACTOR acknowledges that the SJVIA may terminate this Agreement if SJVIA determines
3 that CONTRACTOR has violated a material term of this Agreement.

4 I. CONTRACTOR shall make internal records related to the use, disclosure, and
5 privacy protection of PHI received from SJVIA, or created/received by CONTRACTOR on behalf
6 of SJVIA, available to SJVIA or to the Secretary of the United States Department of Health and
7 Human Services for purposes of investigating or auditing SJVIA's compliance with the Health
8 Insurance Portability and Accountability Act, in a time and manner designated by SJVIA or the
9 Secretary.

10 J. CONTRACTOR shall, if feasible, return or destroy all PHI received from SJVIA, or
11 created or received by CONTRACTOR on behalf of SJVIA upon expiration or termination of this
12 Agreement. In the event that CONTRACTOR deems this infeasible, CONTRACTOR shall notify
13 SJVIA of the conditions that make return or destruction infeasible, and upon mutual agreement of
14 the parties that return or destruction is infeasible, extend the protections of this Agreement to the
15 PHI in order to limit future disclosures of PHI by CONTRACTOR.

16 K. The parties agree to take such action as is necessary to amend this Agreement
17 as necessary for SJVIA to comply with the requirements of the Privacy and Security Rules and the
18 implementing regulations.

19 L. CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is
20 known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the
21 requirements of this Agreement."

22 8. INDEPENDENT CONTRACTOR: In performance of the work, duties and
23 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
24 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
25 employees will at all times be acting and performing as an independent contractor, and shall act in
26 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
27 associate of the SJVIA. Furthermore, SJVIA shall have no right to control or supervise or direct the
28 manner or method by which CONTRACTOR shall perform its work and function. However, SJVIA

1 shall retain the right to administer this Agreement so as to verify that CONTRACTOR is
2 performing its obligations in accordance with the terms and conditions thereof.

3 CONTRACTOR and SJVIA shall comply with all applicable provisions of law
4 and the rules and regulations, if any, of governmental authorities having jurisdiction over matters
5 the subject thereof.

6 Because of its status as an independent contractor, CONTRACTOR shall have
7 absolutely no right to employment rights and benefits available to SJVIA employees.

8 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
9 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
10 responsible and save SJVIA harmless from all matters relating to payment of CONTRACTOR'S
11 employees, including compliance with Social Security withholding and all other regulations
12 governing such matters. It is acknowledged that during the term of this Agreement,
13 CONTRACTOR may be providing services to others unrelated to the SJVIA or to this Agreement.

14 9. MODIFICATION: Any matters of this Agreement may be modified from time
15 to time by the written consent of all the parties without, in any way, affecting the remainder.

16 10. NON-ASSIGNMENT: Contractor currently sub-contracts Fullerton Radiology
17 Group for some services provided through this agreement. This is agreed upon by
18 CONTRACTOR and SJVIA and incorporated into this Agreement. SJVIA is an express third party
19 beneficiary of services provided by Pacific Coast Medical Services. Neither party shall further
20 assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement
21 without the prior written consent of the other party.

22 11. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
23 harmless, and at SJVIA'S request, defend the SJVIA, its officers, agents, and employees from any
24 and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to
25 SJVIA in connection with the performance, or failure to perform, by CONTRACTOR, its officers,
26 agents, or employees under this Agreement, and from any and all costs and expenses, damages,
27 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be
28 injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,

1 agents, or employees under this Agreement.

2 12. INSURANCE

3 A. Without limiting the SJVIA's right to obtain indemnification from
4 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
5 force and effect, the following insurance policies or a program of self-insurance, including but not
6 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the
7 term of the Agreement:

8 B. Commercial General Liability

9 Commercial General Liability Insurance with limits of not less than One
10 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
11 (\$2,000,000). This policy shall be issued on a per occurrence basis.

12 C. Automobile Liability

13 Comprehensive Automobile Liability Insurance with limits for bodily injury of
14 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
15 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
16 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
17 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
18 in connection with this Agreement.

19 D. Professional Liability

20 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
21 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
22 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
23 annual aggregate.

24 E. Worker's Compensation

25 A policy of Worker's Compensation insurance as may be required by the
26 California Labor Code.

27 CONTRACTOR shall obtain endorsements to the Commercial General Liability
28 insurance naming the San Joaquin Valley Insurance Authority, its officers, agents, and

1 employees, individually and collectively, as additional insured, but only insofar as the operations
2 under this Agreement are concerned. Such coverage for additional insured shall apply as primary
3 insurance and any other insurance, or self-insurance, maintained by SJVIA, its officers, agents
4 and employees shall be excess only and not contributing with insurance provided under
5 CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a
6 minimum of thirty (30) days advance written notice given to SJVIA.

7 Within Thirty (30) days from the date CONTRACTOR signs and executes this
8 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
9 above for all of the foregoing policies, as required herein, to the SJVIA, (Paul Nerland, SJVIA
10 Manager, 2220 Tulare Street, 14th Floor, Fresno, CA 93721), stating that such insurance coverage
11 have been obtained and are in full force; that the San Joaquin Valley Insurance Authority, officers,
12 agents and employees will not be responsible for any premiums on the policies; that such
13 Commercial General Liability insurance names the San Joaquin Valley Insurance Authority, its
14 officers, agents and employees, individually and collectively, as additional insured, but only insofar
15 as the operations under this Agreement are concerned; that such coverage for additional insured
16 shall apply as primary insurance and any other insurance, or self-insurance, maintained by SJVIA,
17 its officers, agents and employees, shall be excess only and not contributing with insurance
18 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or
19 changed without a minimum of thirty (30) days advance, written notice given to SJVIA.

20 In the event CONTRACTOR fails to keep in effect at all times insurance
21 coverage as herein provided, the SJVIA may, in addition to other remedies it may have, suspend
22 or terminate this Agreement upon the occurrence of such event.

23 All policies shall be with admitted insurers licensed to do business in the State
24 of California. Insurance purchased shall be purchased from companies possessing a current A.M.
25 Best, Inc. rating of A FSC VII or better.

26 13. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
27 business hours, and as often as the SJVIA may deem necessary, make available to the SJVIA for
28 examination all of its records and data with respect to the matters covered by this Agreement. The

1 CONTRACTOR shall, upon request by the SJVIA, permit the SJVIA to audit and inspect all of
2 such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this
3 Agreement.

4 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
5 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
6 after final payment under contract (Government Code Section 8546.7).

7 14. NOTICES: The persons and their addresses having authority to give and
8 receive notices under this Agreement include the following:

9 SJVIA
10 Paul Nerland, SJVIA Manager
2220 Tulare Street, 14th Floor
11 Fresno, CA 93721

CONTRACTOR
Pacific Coast Medical Services
1440 S. State College Blvd. 3-K
Anaheim, Ca. 92806

12
13 Any and all notices between the SJVIA and the CONTRACTOR provided for or
14 permitted under this Agreement or by law shall be in writing and shall be deemed duly served
15 when personally delivered to one of the parties, or in lieu of such personal services, when
16 deposited in the United States Mail, postage prepaid, addressed to such party.

17 15. GOVERNING LAW: Venue for any action arising out of or related to this
18 Agreement shall only be in Fresno County, California.

19 The rights and obligations of the parties and all interpretation and performance
20 of this Agreement shall be governed in all respects by the laws of the State of California.

21 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
22 between the CONTRACTOR and SJVIA with respect to the subject matter hereof and supersedes
23 all previous Agreement negotiations, proposals, commitments, writings, advertisements,
24 publications, and understanding of any nature whatsoever unless expressly included in this
25 Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

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3
4 SAN JOAQUIN VALLEY INSURANCE AUTHORITY

PACIFIC COAST MEDICAL SERVICES

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7 _____
8 Peter Vander Poel, President
9 SJVIA Board of Directors

Reyna R. Chavez, Owner
Pacific Coast Medical Services

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11 DATE: _____

DATE: _____

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15 REVIEWED & RECOMMENDED FOR APPROVAL

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19 Paul Nerland, SJVIA Manager
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1 **EXHIBIT “A”**

2 CONTRACTOR will provide the following Medical Management Services
3 for the SJVIA:

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5 **Mammography Services:**

6 Mammography services will only be scheduled with a Participating Entity by
7 CONTRACTOR after receiving written approval from the SJVIA. Such services should be
8 scheduled and approved by SJVIA at least 45 days in advance of services unless mutually
9 agreed upon by SJVIA and CONTRACTOR. Upon receiving SJVIA approval,
10 CONTRACTOR shall work directly with Participating Entity to schedule actual dates and
11 locations of mammography services. CONTRACTOR shall provide a notice of privacy
12 practices to each participant before conducting the bilateral screening mammography
13 exam. CONTRACTOR shall handle all health information pursuant to the Health Insurance
14 Portability and Accountability Act (HIPAA). The bilateral screening mammography exam
15 shall result in a Radiologist written report with interpretation being sent to the participant’s
16 designated physician 5-7 working days after the day of service. Participants will receive
17 either a normal or an abnormal results letter 7-9 working days after the day of service. A
18 generic outcome report that does not contain unique identifiers pursuant to HIPAA will be
19 sent to the SJVIA no later than 9 days after the last day of service for each participating
20 entity.

1 **EXHIBIT "B"**

2 CONTRACTOR will be compensated for Providing Mammography Services
3 for the SJVIA as detailed below:
4

5 **Pricing:**

- 6 ➤ \$95.00 per exam with a guarantee of 30 exams per day (\$2,850.00)
- 7 ➤ One day of service \$2,850.00
- 8 ➤ 50% deposit (\$1,425.00) due 30 days prior to day of service
- 9 ➤ Any exams completed after 35 exams per day, SJVIA will reimburse CONTRACTOR
10 \$95.00 per exam
- 11 ➤ CONTRACTOR will invoice SJVIA for the balance of based on actual exams performed.
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