

1 **AGREEMENT**

2
3 THIS AGREEMENT is made and entered into this 1st Day of January 2016, 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., Suite 3-K, Anaheim, Ca. 92806, hereinafter
7 referred to as "CONTRACTOR".

8 **RECITALS**

9 Whereas, the SJVIA desires to enter into a medical management relationship with
10 CONTRACTOR with the terms and conditions set forth in this Agreement; and

11 Whereas, the CONTRACTOR represents that it is willing and able to provide the
12 medical management services as set forth in this Agreement.

13 NOW, THEREFORE, the parties hereto agree as follows:

14 SJVIA hereby engages CONTRACTOR, and CONTRACTOR hereby accepts such
15 engagement, to perform medical management services as specified in this Agreement.

16 **DEFINITIONS**

17 For purposes of this agreement, the following words have the meanings given to them
18 here:

- 19 1. Participant means a person deemed eligible by SJVIA to participate in the
20 services listed in Attachment A.
21 2. Participating Entity means a County, City, Special District or other Joint Powers
22 Authority that has been approved by the SJVIA Board of Directors to participate in
23 the SJVIA.
24 3. Plan means the SJVIA's self-funded medical plan.
25 4. Plan Sponsor means the SJVIA or any of its member entities.
26 5. Provider means any person or entity who proposes to provide, or does provide,
27 health care services covered under the Plan to a Participant.
28 6. Health Educator means a health care professional having at least a Master's

1 degree in Diagnostic Medical Sonography who is employed by CONTRACTOR.

2 7. Nurse Health Coach means a Registered Nurse licensed in the state of CA.

3
4 1. OBLIGATIONS OF THE CONTRACTOR

5 A. The CONTRACTOR will provide the medical management services
6 described in Exhibit "A."

7 2. OBLIGATIONS OF THE SJVIA

8 A. Each Participating Entity that receives medical management services from
9 CONTRACTOR shall provide access to adequate facilities for CONTRACTOR to perform those
10 services on dates agreed upon by SJVIA and CONTRACTOR.

11 3. TERM

12 This Agreement shall become effective on the 1st day of January 2016, and
13 shall terminate on the 31st day of December 2016.

14 4. TERMINATION

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

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

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

26 In no event shall any payment by the SJVIA constitute a waiver by the SJVIA of any
27 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.

28 Neither shall such payment impair or prejudice any remedy available to the SJVIA with respect to

1 the breach or default. The SJVIA shall have the right to demand of the CONTRACTOR the
2 repayment to the SJVIA of any funds disbursed to the CONTRACTOR under this Agreement,
3 which in the judgment of the SJVIA were not expended in accordance with the terms of this
4 Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

5 C. Without Cause - Under circumstances other than those set forth above,
6 this Agreement may be terminated by SJVIA upon the giving of sixty (60) days advance written
7 notice of an intention to terminate to CONTRACTOR.

8 5. COMPENSATION/INVOICING

9 SJVIA agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
10 compensation as detailed in Exhibit B. Payment under Exhibit B shall be due no earlier than thirty
11 (30) business days after SJVIA's receipt of an accurate and complete invoice from
12 CONTRACTOR. SJVIA shall have no obligation to pay any invoice from CONTRACTOR which
13 SJVIA reasonably disputes until such dispute is resolved to SJVIA's satisfaction.

14 6. OWNERSHIP OF DATA

15 All data delivered by the SJVIA or its Participating Entities to CONTRACTOR,
16 or which is created by either party for the SJVIA in connection with the performance of this
17 Agreement shall be the exclusive property of the SJVIA. Provider shall be the custodian of such
18 data and will immediately make such data available to the SJVIA upon request during normal
19 working hours. CONTRACTOR shall return all personnel/payroll raw data collected or generated
20 in connection with the performance of the Agreement within thirty (30) days of the termination of
21 this Agreement and shall not access said data for any purpose other than in connection with the
22 performance of this Agreement.

23 7. CONFIDENTIALITY

24 All data, programs and other materials provided to CONTRACTOR by SJVIA
25 Participating Entities, Eligible Employees and/or Participants in connection with this Agreement
26 shall be deemed confidential as to the SJVIA and/or such Eligible Employees and/or
27 Participants. Neither the CONTRACTOR, its officers, agents nor employees shall disclose
28 such data to any third party without the express prior written consent of the SJVIA, the affected

1 Eligible Employees and/or Participants.

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

7 B. The SJVIA agrees to provide CONTRACTOR (or its authorized agents or
8 subcontractors), personnel information including, but not limited to employee names who have
9 elected to receive a Bilateral Screening Mammography Exam, for the sole and exclusive purpose
10 of performing services as detailed in Exhibit A..

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

14 8. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

15 A. The parties to this Agreement shall be in strict conformance with all
16 applicable Federal and State of California laws and regulations, including but not limited to
17 Sections 5328, 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and
18 431.300 *et seq.* of Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the
19 California Civil Code, Sections 11977 and 11812 of Title 22 of the California Code of Regulations,
20 and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to
21 Section 1320 D *et seq.* of Title 42, United States Code (USC) and its implementing regulations,
22 including, but not limited to Title 45, CFR, Parts 142, 160, 162, and 164, The Health Information
23 Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality and
24 security of patient information, and the Genetic Information Nondiscrimination Act (GINA) of 2008
25 regarding the confidentiality of genetic information.

26 Except as otherwise provided in this Agreement, CONTRACTOR, as a
27 Business Associate of SJVIA, may use or disclose Protected Health Information (PHI) to perform
28 functions, activities or services for or on behalf of SJVIA, as specified in this Agreement, provided

1 that such use or disclosure shall not violate the Health Insurance Portability and Accountability Act
2 (HIPAA), 42 USC 1320d *et seq.* The uses and disclosures of PHI may not be more expansive
3 than those applicable to SJVIA, as the “Covered Entity” under the HIPAA Privacy Rule (45 CFR
4 164.500 *et seq.*), except as authorized for management, administrative or legal responsibilities of
5 the Business Associate.

6 B. CONTRACTOR, including its subcontractors and employees, shall
7 protect, from unauthorized access, use, or disclosure of names and other identifying information,
8 including genetic information, concerning persons receiving services pursuant to this Agreement,
9 except where permitted in order to carry out data aggregation purposes for health care operations
10 [45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to
11 any and all persons receiving services pursuant to a SJVIA funded program. This requirement
12 applies to electronic PHI. CONTRACTOR shall not use such identifying information or genetic
13 information for any purpose other than carrying out CONTRACTOR’s obligations under this
14 Agreement.

15 C. CONTRACTOR, including its subcontractors and employees, shall not
16 disclose any such identifying information or genetic information to any person or entity, except as
17 otherwise specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164
18 or other law, required by the Secretary, or authorized by the client/patient in writing. In using or
19 disclosing PHI that is permitted by this Agreement or authorized by law, CONTRACTOR shall
20 make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of
21 use, disclosure or request.

22 D. For purposes of the above sections, identifying information shall include,
23 but not be limited to name, identifying number, symbol, or other identifying particular assigned to
24 the individual, such as finger or voice print, or photograph.

25 E. For purposes of the above sections, genetic information shall include
26 genetic tests of family members of an individual or individual, manifestation of disease or disorder
27 of family members of an individual, or any request for or receipt of, genetic services by individual
28

1 or family members. Family member means a dependent or any person who is first, second, third,
2 or fourth degree relative.

3 F. CONTRACTOR shall provide access, at the request of SJVIA, and in the
4 time and manner designated by SJVIA, to PHI in a designated record set (as defined in 45 CFR
5 Section 164.501), to an individual or to SJVIA in order to meet the requirements of 45 CFR
6 Section 164.524 regarding access by individuals to their PHI. With respect to individual requests,
7 access shall be provided within thirty (30) days from request. Access may be extended if
8 CONTRACTOR cannot provide access and provides individual with the reasons for the delay and
9 the date when access may be granted. PHI shall be provided in the form and format requested by
10 the individual or SJVIA.

11 CONTRACTOR shall make any amendment(s) to PHI in a designated record
12 set at the request of SJVIA or individual, and in the time and manner designated by SJVIA in
13 accordance with 45 CFR Section 164.526.

14 CONTRACTOR shall provide to SJVIA or to an individual, in a time and
15 manner designated by SJVIA, information collected in accordance with 45 CFR Section 164.528,
16 to permit SJVIA to respond to a request by the individual for an accounting of disclosures of PHI in
17 accordance with 45 CFR Section 164.528.

18 G. CONTRACTOR shall report to SJVIA, in writing, any knowledge or
19 reasonable belief that there has been unauthorized access, viewing, use, disclosure, security
20 incident, or breach of unsecured PHI not permitted by this Agreement of which it becomes aware,
21 immediately and without reasonable delay and in no case later than two (2) business days of
22 discovery. Immediate notification shall be made to SJVIA's Privacy Officer within two (2) business
23 days of discovery. The notification shall include, to the extent possible, the identification of each
24 individual whose unsecured PHI has been, or is reasonably believed to have been, accessed,
25 acquired, used, disclosed, or breached. CONTRACTOR shall take prompt corrective action to
26 cure any deficiencies and any action pertaining to such unauthorized disclosure required by
27 applicable Federal and State Laws and regulations. CONTRACTOR shall investigate such
28 breach and is responsible for all notifications required by law and regulation or deemed necessary

1 by SJVIA and shall provide a written report of the investigation and reporting required to SJVIA's
2 Privacy Officer. This written investigation and description of any reporting necessary shall be
3 postmarked within the thirty (30) working days of the discovery of the breach to the address below:

4 Rhonda Sjostrom
5 SJVIA Privacy Officer
6 2900 W. Burrel Ave.
7 Visalia, CA 93291

8 H. CONTRACTOR shall make its internal practices, books, and records
9 relating to the use and disclosure of PHI received from SJVIA, or created or received by the
10 CONTRACTOR on behalf of SJVIA, in compliance with HIPAA's Privacy Rule, including, but not
11 limited to the requirements set forth in Title 45, CFR, Parts 160 and 164. CONTRACTOR shall
12 make its internal practices, books, and records relating to the use and disclosure of PHI received
13 from SJVIA, or created or received by the CONTRACTOR on behalf of SJVIA, available to the
14 United States Department of Health and Human Services (Secretary) upon demand.

15 CONTRACTOR shall cooperate with the compliance and investigation
16 reviews conducted by the Secretary. PHI access to the Secretary must be provided during the
17 CONTRACTOR's normal business hours, however, upon exigent circumstances access at any
18 time must be granted. Upon the Secretary's compliance or investigation review, if PHI is
19 unavailable to CONTRACTOR and in possession of a Subcontractor, it must certify efforts to
20 obtain the information to the Secretary.

21 I. Safeguards

22 CONTRACTOR shall implement administrative, physical, and technical
23 safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that
24 reasonably and appropriately protects the confidentiality, integrity, and availability of PHI, including
25 electronic PHI, that it creates, receives, maintains or transmits on behalf of SJVIA and to prevent
26 unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this
27 Agreement. CONTRACTOR shall conduct an accurate and thorough assessment of the potential
28 risks and vulnerabilities to the confidentiality, integrity and availability of electronic PHI.

1 CONTRACTOR shall develop and maintain a written information privacy and security program
2 that includes administrative, technical and physical safeguards appropriate to the size and
3 complexity of CONTRACTOR's operations and the nature and scope of its activities. Upon
4 SJVIA's request, CONTRACTOR shall provide SJVIA with information concerning such
5 safeguards.

6 CONTRACTOR shall implement strong access controls and other security
7 safeguards and precautions in order to restrict logical and physical access to confidential,
8 personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions
9 shall include the following administrative and technical password controls for all systems used to
10 process or store confidential, personal, or sensitive data:

11 1. Passwords must **not** be:

- 12 a. Shared or written down where they are accessible or
- 13 recognizable by anyone else; such as taped to computer
- 14 screens, stored under keyboards, or visible in a work area;
- 15 b. A dictionary word; or
- 16 c. Stored in clear text

17 2. Passwords must be:

- 18 a. Eight (8) characters or more in length;
- 19 b. Changed every ninety (90) days;
- 20 c. Changed immediately if revealed or compromised; and
- 21 d. Composed of characters from at least three (3) of the following
- 22 four (4) groups from the standard keyboard:
 - 23 1) Upper case letters (A-Z);
 - 24 2) Lowercase letters (a-z);
 - 25 3) Arabic numerals (0 through 9); and
 - 26 4) Non-alphanumeric characters (punctuation symbols).

1 CONTRACTOR shall implement the following security controls on each
2 workstation or portable computing device (e.g., laptop computer) containing confidential,
3 personal, or sensitive data:

- 4 1. Network-based firewall and/or personal firewall;
- 5 2. Continuously updated anti-virus software; and
- 6 3. Patch management process including installation of all operating
7 system/software vendor security patches.

8 CONTRACTOR shall utilize a commercial encryption solution that has
9 received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on
10 portable electronic media (including, but not limited to, compact disks and thumb drives) and on
11 portable computing devices (including, but not limited to, laptop and notebook computers).

12 CONTRACTOR shall not transmit confidential, personal, or sensitive data via e-mail or other
13 internet transport protocol unless the data is encrypted by a solution that has been validated by
14 the National Institute of Standards and Technology (NIST) as conforming to the Advanced
15 Encryption Standard (AES) Algorithm. CONTRACTOR must apply appropriate sanctions against
16 its employees who fail to comply with these safeguards. CONTRACTOR must adopt procedures
17 for terminating access to PHI when employment of employee ends.

18 J. Mitigation of Harmful Effects

19 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect
20 that is suspected or known to CONTRACTOR of an unauthorized access, viewing, use,
21 disclosure, or breach of PHI by CONTRACTOR or its subcontractors in violation of the
22 requirements of these provisions. CONTRACTOR must document suspected or known harmful
23 effects and the outcome.

24 K. CONTRACTOR's Subcontractors

25 CONTRACTOR shall ensure that any of its contractors, including
26 subcontractors, if applicable, to whom CONTRACTOR provides PHI received from or created or
27 received by CONTRACTOR on behalf of SJVIA, agree to the same restrictions, safeguards, and
28 conditions that apply to CONTRACTOR with respect to such PHI and to incorporate, when

1 applicable, the relevant provisions of these provisions into each subcontract or sub-award to such
2 agents or subcontractors.

3 L. Employee Training and Discipline

4 CONTRACTOR shall train and use reasonable measures to ensure
5 compliance with the requirements of these provisions by employees who assist in the
6 performance of functions or activities on behalf of SJVIA under this Agreement and use or
7 disclose PHI and discipline such employees who intentionally violate any provisions of these
8 provisions, including termination of employment.

9 M. Termination for Cause

10 Upon SJVIA's knowledge of a material breach of these provisions by
11 CONTRACTOR, SJVIA shall either:

12 1. Provide an opportunity for CONTRACTOR to cure the breach or end
13 the violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the
14 violation within the time specified by SJVIA; or

15 2. Immediately terminate this Agreement if CONTRACTOR has
16 breached a material term of these provisions and cure is not possible.

17 3. If neither cure nor termination is feasible, the SJVIA's Privacy Officer
18 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

19 N. Judicial or Administrative Proceedings

20 SJVIA may terminate this Agreement in accordance with the terms and
21 conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a
22 criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or
23 (2) there is a finding or stipulation that the CONTRACTOR has violated a privacy or security
24 standard or requirement of the HITECH Act, HIPAA or other security or privacy laws in an
25 administrative or civil proceeding in which the CONTRACTOR is a party.

26 O. Effect of Termination

27 Upon termination or expiration of this Agreement for any reason,
28 CONTRACTOR shall return or destroy all PHI received from SJVIA (or created or received by

1 CONTRACTOR on behalf of SJVIA) that CONTRACTOR still maintains in any form, and shall
2 retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to
3 extend the protections of these provisions to such information, and limit further use of such PHI to
4 those purposes that make the return or destruction of such PHI infeasible. This provision shall
5 apply to PHI that is in the possession of subcontractors or agents, if applicable, of
6 CONTRACTOR. If CONTRACTOR destroys the PHI data, a certification of date and time of
7 destruction shall be provided to the SJVIA by CONTRACTOR.

8 P. Disclaimer

9 SJVIA makes no warranty or representation that compliance by
10 CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
11 adequate or satisfactory for CONTRACTOR's own purposes or that any information in
12 CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will
13 be secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is
14 solely responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

15 Q. Amendment

16 The parties acknowledge that Federal and State laws relating to electronic
17 data security and privacy are rapidly evolving and that amendment of these provisions may be
18 required to provide for procedures to ensure compliance with such developments. The parties
19 specifically agree to take such action as is necessary to amend this agreement in order to
20 implement the standards and requirements of HIPAA, the HIPAA regulations, the HITECH Act and
21 other applicable laws relating to the security or privacy of PHI. SJVIA may terminate this
22 Agreement upon thirty (30) days written notice in the event that CONTRACTOR does not enter
23 into an amendment providing assurances regarding the safeguarding of PHI that SJVIA in its sole
24 discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA
25 regulations and the HITECH Act.

26 R. No Third-Party Beneficiaries

27 Nothing express or implied in the terms and conditions of these provisions is
28 intended to confer, nor shall anything herein confer, upon any person other than SJVIA or

1 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or
2 liabilities whatsoever.

3 S. Interpretation

4 The terms and conditions in these provisions shall be interpreted as broadly
5 as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State
6 laws. The parties agree that any ambiguity in the terms and conditions of these provisions shall be
7 resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA
8 regulations.

9 T. Regulatory References

10 A reference in the terms and conditions of these provisions to a section in the
11 HIPAA regulations means the section as in effect or as amended.

12 U. Survival

13 The respective rights and obligations of CONTRACTOR as stated in this
14 Section shall survive the termination or expiration of this Agreement.

15 V. No Waiver of Obligations

16 No change, waiver or discharge of any liability or obligation hereunder on any
17 one or more occasions shall be deemed a waiver of performance of any continuing or other
18 obligation, or shall prohibit enforcement of any obligation on any other occasion.

19 9. INDEPENDENT CONTRACTOR

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

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

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

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

12 10. MODIFICATION

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

15 11. NON-ASSIGNMENT

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

22 12. HOLD HARMLESS

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

1 by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees
2 under this Agreement.

3 13. INSURANCE

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

9 B. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than One
11 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
12 (\$2,000,000). This policy shall be issued on a per occurrence basis.

13 C. Automobile Liability

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

20 D. Professional Liability

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

25 E. Worker's Compensation

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

28 CONTRACTOR shall obtain endorsements to the Commercial General Liability

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

8 Within Thirty (30) days from the date CONTRACTOR signs and executes this
9 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
10 above for all of the foregoing policies, as required herein, to the SJVIA, (**Rhonda Sjostrom,**
11 **SJVIA Manager, 2900 W. Burrel Ave., Visalia, CA 93291**), stating that such insurance coverage
12 have been obtained and are in full force; that the San Joaquin Valley Insurance Authority, its
13 officers, agents and employees will not be responsible for any premiums on the policies; that such
14 Commercial General Liability insurance names the San Joaquin Valley Insurance Authority, its
15 officers, agents and employees, individually and collectively, as additional insured, but only insofar
16 as the operations under this Agreement are concerned; that such coverage for additional insured
17 shall apply as primary insurance and any other insurance, or self-insurance, maintained by SJVIA,
18 its officers, agents and employees, shall be excess only and not contributing with insurance
19 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or
20 changed without a minimum of thirty (30) days advance, written notice given to SJVIA.

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

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

27 14. AUDITS AND INSPECTIONS

28 The CONTRACTOR shall at any time during business hours, and as often as

1 the SJVIA may deem necessary, make available to the SJVIA for examination all of its records
2 and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon
3 request by the SJVIA, permit the SJVIA to audit and inspect all of such records and data
4 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

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

8 15. NOTICES

9 The persons and their addresses having authority to give and receive notices
10 under this Agreement include the following:

11 SJVIA

12 Rhonda Sjostrom, SJVIA Manager
13 2900 W. Burrel Ave.
Visalia, CA 93291

CONTRACTOR

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

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

18 16. VENUE AND GOVERNING LAW

19 Venue for any action arising out of or related to this Agreement shall only be in
20 Fresno County, California. The rights and obligations of the parties and all interpretation and
21 performance of this Agreement shall be governed in all respects by the laws of the State of
22 California.

23 17. ENTIRE AGREEMENT

24 This Agreement constitutes the entire agreement between the CONTRACTOR
25 and SJVIA with respect to the subject matter hereof and supersedes all previous Agreement
26 negotiations, proposals, commitments, writings, advertisements, publications, and understanding
27 of any nature whatsoever unless expressly included in this Agreement.
28

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

2

3

4 SAN JOAQUIN VALLEY INSURANCE AUTHORITY PACIFIC COAST MEDICAL

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6

7 _____

8 _____, President Reyna R. Chavez, Owner

9 SJVIA Board of Directors Pacific Coast Medical

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11

12 DATE: _____ DATE: _____

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16 REVIEWED & RECOMMENDED FOR APPROVAL

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19 _____

20 Rhonda Sjostrom, SJVIA Manager

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1 **EXHIBIT “A”**

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3 **Mammography Services:**

4 CONTRACTOR will conduct on-site bilateral screening mammography exams
5 to participants of the SJVIA at various locations and over multiple days for Participating Entities as
6 mutually agreed upon between CONTRACTOR and Participating Entity.

7

8 CONTRACTOR may only schedule mammography services with a
9 Participating Entity after receiving written approval from the SJVIA Manager, SJVIA Assistant
10 Manager, or designee to ensure that the Participating Entity is able to schedule the minimum
11 number of required exams as set forth in Exhibit B. Such services should be scheduled by the
12 Participating Entity at least 45 days in advance of services unless mutually agreed upon by
13 Participating Entity and CONTRACTOR. Upon receiving SJVIA approval, CONTRACTOR shall
14 work directly with Participating Entity to schedule actual dates and locations of mammography
15 services.

16

17 CONTRACTOR shall provide a notice of privacy practices to each participant
18 before conducting the bilateral screening mammography exam.

19

20 The bilateral screening mammography exam shall result in a written report,
21 including interpretation, by the radiologist who performed the exam. The report shall be sent to the
22 participant’s designated physician within 5-7 working days after the day of service.

23 CONTRACTOR shall provide to each participant either a normal or an abnormal results letter
24 within 7-9 working days after the day of service. CONTRACTOR shall provide a generic outcome
25 report that does not contain unique identifiers pursuant to HIPAA will be sent to the SJVIA no later
26 than 9 days after the last day of service for each Participating Entity.

1 **EXHIBIT “B”**

2 CONTRACTOR will be compensated for providing mammography
3 services for the SJVIA as detailed below:
4

5 **Pricing:**

- 6 ➤ The fee for services defined in Exhibit A shall be \$95.00 per exam with a guarantee that
7 the Participating Entity will pay for a minimum of 30 exams per scheduled day.
8
- 9 ➤ The minimum fee for services provided by CONTRACTOR to a Participating Entity for a
10 scheduled day of service is \$2,850.00 (\$95.00 x 30 exams).
11
- 12 ➤ A 50% deposit (\$1,425.00) is due 30 days prior to day of service for each Participating
13 Entity. CONTRACTOR will invoice SJVIA for the deposit.
14
- 15 ➤ Any exams completed after 30 exams per day will be paid for by Participating Entity to
16 CONTRACTOR at the rate of \$95.00 per exam.
17
- 18 ➤ CONTRACTOR will invoice SJVIA for the balance based on actual exams performed.
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