

LETTER OF AGREEMENT
SAN JOAQUIN VALLEY INSURANCE AUTHORITY AND COMMUNITY MEDICAL CENTERS

This Letter of Agreement (“Agreement”) is made by and between Community Medical Centers, a California not-for-profit hospital system (“HOSPITAL”), and San Joaquin Valley Insurance Authority, (“SJVIA”). HOSPITAL and SJVIA are collectively referred to as “the Parties”.

WHEREAS SJVIA has established/sponsored a program or programs of Health and Welfare Benefits hereinafter referred to as the “Plan(s),” for employees and eligible dependents of its participating employers, hereinafter collectively referred to as “Beneficiaries”.

WHEREAS SJVIA has requested to establish a direct contract with HOSPITAL to render medically necessary services (“Covered Services”) to Beneficiaries of the Plan(s) at in-network benefit levels.

WHEREAS HOSPITAL desires to enter into this Agreement to provide Covered Services at in-network benefit levels, and SJVIA agrees to pay HOSPITAL the compensation set forth in this Agreement.

NOW, THEREFORE in consideration of the mutual promises contained in this Agreement and other valuable consideration, the Parties hereby agree as follows:

1. SCOPE OF AGREEMENT

HOSPITAL agrees to render Covered Services to Beneficiaries, and to accept compensation as set forth below as full payment for all Covered Services. All Covered Services provided hereunder shall be under the scope and licensure of HOSPITAL.

2. AUTHORIZATIONS

HOSPITAL shall obtain authorization, as applicable, prior to rendering Covered Services to Beneficiaries.

3. CLAIMS SUBMISSION AND PAYMENT

HOSPITAL shall submit claims on a UB-04 claims form or successor form for Covered Services rendered by HOSPITAL within one hundred and twenty (120) days from the date of service. HOSPITAL shall submit claims to the address on the back of the Beneficiary ID card.

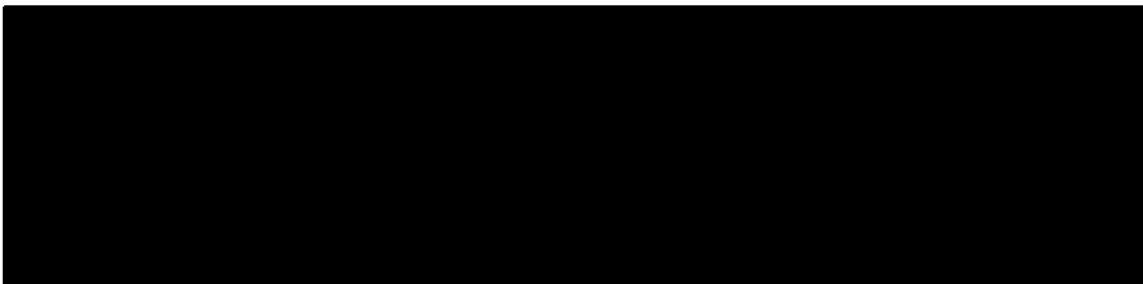
4. COMPENSATION

SJVIA shall pay PROVIDER within thirty (30) days of receiving a complete claim (as defined by California Code of Regulations Title 28, Section 1300.71) for Covered Services at the rates listed in this Section 4, COMPENSATION, as payment in full, less any Beneficiary Cost-Sharing responsibilities. All claims for Covered Services will be adjudicated at in-network benefit levels.

HOSPITAL will not bill Beneficiary for a service which is not a Covered Service unless, in advance of the provision of such service, the Beneficiary has been notified by HOSPITAL that the particular service may not be covered and the Beneficiary acknowledges in writing that he or she shall be responsible for payment of charges for such service.

In no event shall SJVIA deny or pend a claim, or any portion of a claim or reduce payment of a claim for authorized services rendered to a Beneficiaries.

Payment rates for Covered Services provided will be as follows:



5. INSURANCE

During the term of this AGREEMENT, the Parties, at their sole expense, shall maintain in full force and effect insurance (or a program of self-insurance) covering their obligations under this Agreement.

6. INDEMNIFICATION

HOSPITAL and SJVIA are each responsible for their own acts or omissions and are not liable for the acts or omissions of, or the cost of defending, others.

7. NOTICE

This AGREEMENT shall be effective as of January 1, 2023 (“Effective Date”) and shall remain in effect until either party gives written notice to the other of their intention to terminate this AGREEMENT upon ninety (90) days prior written notice, unless the Parties mutually agree in writing to an earlier termination notice period.

Notice Address

SJVIA
SJVIA Manager
San Joaquin Valley Insurance Authority
2220 Tulare Street, 14th Floor
Fresno, CA 93721

HOSPITAL

Community Health System
Attention: Managed Care Department
45 River Park Plaza West, Suite 501
Fresno, CA 93720

8. BINDING ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Fresno County, California before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction.

9. GOOD FAITH COOPERATION

HOSPITAL and SJVIA agree to meet and confer in good faith on all matters of common interest, which materially affect this Agreement, including, but not limited to, amendments to this Agreement. Both Parties agree to confer on such common areas of interest in order to reach accommodation prior to final action or decision.

10. LIMITS OF AUTHORITY

HOSPITAL agrees that its authority is limited to the performance of Covered Services provided in this Agreement. HOSPITAL shall have no authority to modify, waive, add to or delete any provisions from the benefits that SJVIA provides its Beneficiaries.

11. APPLICABLE LAW

This Agreement shall be construed in accordance with laws of the State of California.

12. CONFIDENTIALITY

As a result of this Agreement, SJVIA may have access to confidential and proprietary information. SJVIA shall hold such information, including the terms of this Agreement, in confidence and will not use or disclose such information to any

person without the prior written consent of HOSPITAL, except as may be required by law, including but not limited to, the California Public Records Act, Government Code § 7920.000 et seq., and the Ralph M. Brown Act, Government Code § 54950 et. seq.

13. ENTIRE AGREEMENT

This constitutes the entire agreement between the Parties and supersedes any and all written or oral agreements concerning the subject of this Agreement. To be effective, any modifications to this Agreement shall be in writing and signed by the Parties.

14. ELECTRONIC SIGNATURES.

The parties agree that this Agreement may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

Agreed to on behalf of SJVIA

Agreed to on behalf of HOSPITAL

By: Hollis Magill By: Craig S. Castro

Name: Hollis Magill Name: CRAIG S. CASTRO

Title: SJVIA Assistant Manager Title: PRESIDENT & CEO

Date: 03/30/2023 Date: 03.30.2023

Tax ID: 94-1156276