

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated July 23, 2021, and is between Monish
3 Laxpati, MD Inc., dba Alinea Medical Imaging, a California corporation (“Contractor”), and the
4 San Joaquin Valley Insurance Authority, a California joint powers agency (“SJVIA”).

5 **Recitals**

6 A. The SJVIA is a joint powers agency that purchases health, pharmacy, vision, dental, and
7 life insurance for the employees of its Participating Entities. For purposes of this Agreement, the
8 County of Tulare and the County of Fresno are the “Participating Entities” of the SJVIA and
9 each is a “Participating Entity” of the SJVIA.

10 B. In order to promote the health and wellness of the employees of its Participating Entities,
11 the SJVIA wishes to provide mobile mammography screening services to those employees
12 according to the terms of this Agreement.

13 C. The Contractor represents that it is ready, willing, and able to provide those mobile
14 mammography screening services according to the terms of this agreement.

15 The parties therefore agree as follows:

16 **Article 1**

17 **Contractor’s Services**

18 1.1 **Scope of Mammography Services.** The Contractor shall perform all of the
19 mammography services provided in Exhibit A to this Agreement, titled “Scope of Mammography
20 Services.”

21 1.2 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
22 applicable federal, state, and local laws and regulations in the performance of its obligations
23 under this Agreement, including but not limited to workers compensation, labor, and
24 confidentiality laws and regulations.

1 **Article 2**

2 **SJVIA's Responsibilities**

3 2.1 The SJVIA shall perform or cause its Participating Entities to perform the activities
4 provided in Exhibit B to this Agreement, titled "SJVIA Responsibilities."

5 **Article 3**

6 **Compensation, Invoices, and Payments**

7 3.1 **Compensation.** The SJVIA agrees to pay, and the Contractor agrees to receive,
8 compensation for the performance of its services under this Agreement as described in Exhibit
9 C to this Agreement, titled "Compensation."

10 3.2 **Invoices.** The services performed under this agreement will be billed through
11 Anthem Blue Cross and processed as a wellness claim with no cost to the employee. Invoices
12 for unfulfilled exam and cancellation charges outlined in Exhibit C shall be emailed to SJVIA-
13 Admin@fresnocountyca.gov and shall include a detailed summary of the number of claims
14 processed through Anthem Blue Cross and the number of unfulfilled exams.

15 3.3 **Payment.** The SJVIA shall pay each correctly completed and timely submitted
16 invoice within 30 business days after receipt. The SJVIA shall remit any payment to the
17 Contractor's address specified in the invoice.

18 3.4 **Incidental Expenses.** The Contractor is solely responsible for all of its expenses
19 that are not specified as payable by the SJVIA under this Agreement.

20 **Article 4**

21 **Term of Agreement**

22 4.1 **Term.** This Agreement is effective on July 23, 2021, and terminates on July 22,
23 2024. The term of this agreement may be extended for no more than two additional one-year
24 terms by modification as provided in Article 13.1 of this agreement.

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the SJVIA:**

6 SJVIA Manager
7 2220 Tulare Street, 14th Floor
8 Fresno, California 93721
9 SJVIA-Admin@fresnocountyca.gov

10 **For the Contractor:**

11 Alinea Medical Imaging
12 2475 North Garey Avenue
13 Pomona, California 91767
14 Eileena.Zepeda@rezolutai.com

15 5.2 **Change of Contact Information.** Either party may change the information in section
16 5.1 by giving notice as provided in section 5.3.

17 5.3 **Method of Delivery.** All notices between the SJVIA and the Contractor provided for
18 or permitted under this Agreement must be in writing and delivered either by personal service,
19 by first-class United States mail, by an overnight commercial courier service, by telephonic
20 facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

21 (A) A notice delivered by personal service is effective upon service to the recipient.

22 (B) A notice delivered by first-class United States mail is effective three County of
23 Fresno business days after deposit in the United States mail, postage prepaid,
24 addressed to the recipient.

25 (C) A notice delivered by an overnight commercial courier service is effective one
26 County of Fresno business day after deposit with the overnight commercial courier
service, delivery fees prepaid, with delivery instructions given for next day delivery,
addressed to the recipient.

(D) A notice delivered by PDF document attached to an email is effective when
transmission to the recipient is completed (but, if such transmission is completed outside

1 of County of Fresno or County of Tulare business hours, then such delivery is deemed to
2 be effective at the next beginning of a County of Fresno or County of Tulare business
3 day), provided that the sender maintains a machine record of the completed
4 transmission.

5 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
6 nothing in this Agreement establishes, waives, or modifies any claims presentation
7 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
8 of Title 1 of the Government Code, beginning with section 810).

9 **Article 6**

10 **Termination and Suspension**

11 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
12 contingent on the approval of funds by the appropriating government agency. If sufficient funds
13 are not allocated, then the SJVIA, upon at least 30 days' advance written notice to the
14 Contractor, may:

- 15 (A) Modify the services provided by the Contractor under this Agreement; or
- 16 (B) Terminate this Agreement.

17 **6.2 Termination for Breach.**

18 (A) Upon determining that a breach (as defined in paragraph (C) below) has
19 occurred, the SJVIA may give written notice of the breach to the Contractor. The written
20 notice may suspend performance under this Agreement, and must provide at least 30
21 days for the Contractor to cure the breach.

22 (B) If the Contractor fails to cure the breach to the SJVIA's satisfaction within the
23 time stated in the written notice, the SJVIA may terminate this Agreement immediately.

24 (C) For purposes of this section, a breach occurs when, in the determination of the
25 SJVIA, the Contractor has:

- 26 (1) Obtained or used funds illegally or improperly;

- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report to the SJVIA; or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the SJVIA may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the SJVIA under this Article 6 is without penalty to or further obligation of the SJVIA.

6.5 **SJVIA's Rights upon Termination.** Upon termination for breach under this Article 6, the SJVIA may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the SJVIA's sole judgment, were not expended in compliance with this Agreement. The SJVIA shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the SJVIA.

7.2 **Supervision.** The SJVIA has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the SJVIA may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to employees of the SJVIA or its Participating Entities. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the SJVIA harmless from all matters relating

1 to the payment of Contractor's employees, including compliance with Social Security
2 withholding and all related regulations.

3 7.4 **Services to Others.** The parties acknowledge that, during the term of this
4 Agreement, the Contractor may provide services to others unrelated to the SJVIA.

5 **Article 8**

6 **Indemnity and Defense**

7 8.1 **Indemnifiable Losses.** For purposes of this Article 8, the phrase "Indemnifiable
8 Loss" includes all claims, demands, injuries, damages, costs, expenses (including attorney fees
9 and costs), fines, penalties, and liabilities of any kind.

10 8.2 **Indemnity.** The Contractor shall indemnify the SJVIA (including its officers, agents,
11 employees, and volunteers) against any Indemnifiable Loss to the SJVIA, the Contractor, or any
12 third party that arises from or relates to the performance or failure to perform by the Contractor
13 (or any of its officers, agents, or employees) under this Agreement.

14 8.3 **Defense.** If requested by the SJVIA, the Contractor shall defend actions or
15 proceedings brought or threatened against the SJVIA (including its officers, agents, employees,
16 and volunteers) for any Indemnifiable Loss to the SJVIA, or any third party that arises from or
17 relates to the performance or failure to perform by the Contractor (or any of its officers, agents,
18 or employees) under this Agreement. The SJVIA may conduct or participate in its own defense
19 without affecting the Contractor's obligation to indemnify or defend the SJVIA.

20 8.4 **Survival.** This Article 8 survives the termination of this Agreement.

21 **Article 9**

22 **Insurance**

23 9.1 The Contractor shall comply with all of the insurance requirements in Exhibit D to this
24 Agreement.

1 **Article 10**

2 **Inspections, Audits, and Public Records**

3 10.1 **Inspection of Documents.** The Contractor shall make available to the SJVIA, and
4 the SJVIA may examine at any time during business hours and as often as the SJVIA deems
5 necessary, all of the Contractor’s records and data with respect to the matters covered by this
6 Agreement. The Contractor shall, upon request by the SJVIA, permit the SJVIA to audit and
7 inspect all of such records and data to ensure the Contractor’s compliance with the terms of this
8 Agreement.

9 10.2 **State Audit Requirements.** If the compensation to be paid by the SJVIA under this
10 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three
12 years after final payment under this Agreement. This section survives the termination of this
13 Agreement.

14 10.3 **Public Records.** The SJVIA may publicly disclose this Agreement under the Ralph
15 M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with
16 section 54950). This Agreement, and any record or data that the Contractor may provide to the
17 SJVIA, regardless of whether it is marked as confidential or having restricted access, except for
18 records that are subject to the Health Insurance Portability and Accountability Act (“HIPAA”) as
19 provided in Article 11 of this Agreement, is subject to public disclosure as a public record under
20 the California Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5,
21 beginning with section 6250) (“CPRA”).

22 10.4 **News and Promotional Releases.** News releases and promotional activities
23 regarding the services provided by the Contractor under this Agreement shall be undertaken
24 only in a manner that is mutually acceptable, in advance, to both parties and upon their
25 respective express, prior written approval. Nothing in this section limits the information that may
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1 be provided by SJVIA staff to the board of directors for the SJVIA that is subject to disclosure
2 under the CPRA, or any other information that is subject to disclosure under the CPRA.

3 **Article 11**

4 **Confidential Information**

5 11.1 The SJVIA will provide personnel information to the Contractor including, but not
6 limited to, names of Participating Entities' eligible employees or participants who have elected to
7 receive a bilateral screening mammography exam at a screening event under this Agreement,
8 for the sole and exclusive purpose of performing mammography services as provided in Exhibit
9 A to this agreement.

10 11.2 All data, programs, and other materials provided to the Contractor by the SJVIA
11 (including under section 11.1, above), by Participating Entities, or by eligible employees or
12 participants in connection with this Agreement are deemed "Confidential Information." The
13 Contractor, including its officers, agents, and employees shall not disclose Confidential
14 Information to any third party without the express prior written consent of the SJVIA, and the
15 affected eligible employee or participant.

16 11.3 The Contractor shall protect Confidential Information from inadvertent disclosure to
17 any third party in the same manner that it protects its own confidential information, unless such
18 disclosure is required in response to a validly issued subpoena or other process of law. The
19 provisions of this Article 11 survive the termination or expiration of this Agreement.

20 **Article 12**

21 **Health Insurance Portability and Accountability Act (HIPAA)**

22 12.1 The parties to this Agreement shall be in strict conformance with all applicable
23 Federal and State of California laws and regulations, including but not limited to Sections 5328,
24 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et*
25 *seq.* of Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil
26 Code, Sections 11977 and 11812 of Title 22 of the California Code of Regulations, and the

1 Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section
2 1320 D *et seq.* of Title 42, United States Code (USC) and its implementing regulations,
3 including, but not limited to Title 45, CFR, Parts 142, 160, 162, and 164, The Health Information
4 Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality and
5 security of patient information, and the Genetic Information Nondiscrimination Act (GINA) of
6 2008 regarding the confidentiality of genetic information.

7 12.2 Except as otherwise provided in this Agreement, the Contractor, as a Business
8 Associate of SJVIA, may use or disclose Protected Health Information (PHI) to perform
9 functions, activities or services for or on behalf of SJVIA, as specified in this Agreement,
10 provided that such use or disclosure shall not violate the Health Insurance Portability and
11 Accountability Act (HIPAA), 42 USC 1320d *et seq.* The uses and disclosures of PHI may not be
12 more expansive than those applicable to the SJVIA, as the “Covered Entity” under the HIPAA
13 Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for management, administrative or
14 legal responsibilities of the Business Associate.

15 12.3 The Contractor, including its subcontractors and employees, shall protect, from
16 unauthorized access, use, or disclosure of names and other identifying information, including
17 genetic information, concerning persons receiving services pursuant to this Agreement, except
18 where permitted in order to carry out data aggregation purposes for health care operations [45
19 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any
20 and all persons receiving services pursuant to a SJVIA funded program. This requirement
21 applies to electronic PHI. The Contractor shall not use such identifying information or genetic
22 information for any purpose other than carrying out the Contractor’s obligations under this
23 Agreement.

24 12.4 The Contractor, including its subcontractors and employees, shall not disclose any
25 such identifying information or genetic information to any person or entity, except as otherwise
26 specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other

1 law, required by the Secretary, or authorized by the client/patient in writing. In using or
2 disclosing PHI that is permitted by this Agreement or authorized by law, the Contractor shall
3 make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose
4 of use, disclosure or request.

5 12.5 For purposes of the above sections, identifying information shall include, but not be
6 limited to name, identifying number, symbol, or other identifying particular assigned to the
7 individual, such as finger or voice print, or photograph.

8 12.6 For purposes of the above sections, genetic information shall include genetic tests of
9 family members of an individual or individual, manifestation of disease or disorder of family
10 members of an individual, or any request for or receipt of, genetic services by individual or
11 family members. Family member means a dependent or any person who is first, second, third,
12 or fourth degree relative.

13 12.7 The Contractor shall provide access, at the request of SJVIA, and in the time and
14 manner designated by the SJVIA, to PHI in a designated record set (as defined in 45 CFR
15 Section 164.501), to an individual or to the SJVIA in order to meet the requirements of 45 CFR
16 Section 164.524 regarding access by individuals to their PHI. With respect to individual
17 requests, access shall be provided within thirty (30) days from request. Access may be
18 extended if the Contractor cannot provide access and provides individual with the reasons for
19 the delay and the date when access may be granted. PHI shall be provided in the form and
20 format requested by the individual or SJVIA.

21 (A) The Contractor shall make any amendment(s) to PHI in a designated record set
22 at the request of SJVIA or individual, and in the time and manner designated by the
23 SJVIA in accordance with 45 CFR Section 164.526.

24 (B) The Contractor shall provide to the SJVIA or to an individual, in a time and
25 manner designated by the SJVIA, information collected in accordance with 45 CFR
26

1 Section 164.528, to permit the SJVIA to respond to a request by the individual for an
2 accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

3 12.8 The Contractor shall report to the SJVIA, in writing, any knowledge or reasonable
4 belief that there has been unauthorized access, viewing, use, disclosure, security incident, or
5 breach of unsecured PHI not permitted by this Agreement of which it becomes aware,
6 immediately and without reasonable delay and in no case later than two (2) business days of
7 discovery. Immediate notification shall be made to the SJVIA's Privacy Officer within two (2)
8 business days of discovery. The notification shall include, to the extent possible, the
9 identification of each individual whose unsecured PHI has been, or is reasonably believed to
10 have been, accessed, acquired, used, disclosed, or breached. The Contractor shall take prompt
11 corrective action to cure any deficiencies and any action pertaining to such unauthorized
12 disclosure required by applicable Federal and State Laws and regulations. The Contractor shall
13 investigate such breach and is responsible for all notifications required by law and regulation or
14 deemed necessary by the SJVIA and shall provide a written report of the investigation and
15 reporting required to the SJVIA's Privacy Officer. This written investigation and description of
16 any reporting necessary shall be postmarked as mailed to the SJVIA's Privacy Officer within the
17 thirty (30) working days of the discovery of the breach.

18 12.9 The Contractor shall make its internal practices, books, and records relating to the
19 use and disclosure of PHI received from SJVIA, or created or received by the Contractor on
20 behalf of SJVIA, in compliance with HIPAA's Privacy Rule, including, but not limited to the
21 requirements set forth in Title 45, CFR, Parts 160 and 164. The Contractor shall make its
22 internal practices, books, and records relating to the use and disclosure of PHI received from
23 SJVIA, or created or received by the Contractor on behalf of the SJVIA, available to the
24 Secretary upon demand.

25 12.10 The Contractor shall cooperate with the compliance and investigation reviews
26 conducted by the Secretary. PHI access to the Secretary must be provided during the

1 Contractor's normal business hours, however, upon exigent circumstances access at any time
2 must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable
3 to the Contractor and in possession of a subcontractor, it must certify efforts to obtain the
4 information to the Secretary.

5 **12.11 Safeguards.**

6 (A) The Contractor shall implement administrative, physical, and technical
7 safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR Part 164, that
8 reasonably and appropriately protects the confidentiality, integrity, and availability of PHI,
9 including electronic PHI, that it creates, receives, maintains or transmits on behalf of
10 SJVIA and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI
11 other than as provided for by this Agreement. The Contractor shall conduct an accurate
12 and thorough assessment of the potential risks and vulnerabilities to the confidentiality,
13 integrity and availability of electronic PHI. The Contractor shall develop and maintain a
14 written information privacy and security program that includes administrative, technical
15 and physical safeguards appropriate to the size and complexity of the Contractor's
16 operations and the nature and scope of its activities. Upon the SJVIA's request, the
17 Contractor shall provide the SJVIA with information concerning such safeguards.

18 (B) CONTRACTOR shall implement strong access controls and other security
19 safeguards and precautions in order to restrict logical and physical access to
20 confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said
21 safeguards and precautions shall include the following administrative and technical
22 password controls for all systems used to process or store confidential, personal, or
23 sensitive data:

24 (1) **Passwords must NOT be:**

1 (a) Shared or written down where they are accessible or recognizable by
2 anyone else; such as taped to computer screens, stored under
3 keyboards, or visible in a work area;

4 (b) A dictionary word; or

5 (c) Stored in clear text

6 **(2) Passwords must be:**

7 (a) Eight characters or more in length;

8 (b) Changed every 90 days;

9 (c) Changed immediately if revealed or compromised; and

10 (d) Composed of characters from at least three of the following four groups
11 from the standard keyboard:

12 (i) Upper case letters (A-Z);

13 (ii) Lowercase letters (a-z);

14 (iii) Arabic numerals (0 through 9); and

15 (iv) Non-alphanumeric characters (punctuation symbols).

16 (C) The Contractor shall implement the following security controls on each
17 workstation or portable computing device (e.g., laptop computer) containing confidential,
18 personal, or sensitive data:

19 (1) Network-based firewall and/or personal firewall;

20 (2) Continuously updated anti-virus software; and

21 (3) Patch management process including installation of all operating
22 system/software vendor security patches.

23 (D) The Contractor shall utilize a commercial encryption solution that has received
24 FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on
25 portable electronic media (including, but not limited to, compact disks and thumb drives)
26

1 and on portable computing devices (including, but not limited to, laptop and notebook
2 computers).

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

10 **12.12 Mitigation of Harmful Effects.** The Contractor shall mitigate, to the extent
11 practicable, any harmful effect that is suspected or known to the Contractor of an unauthorized
12 access, viewing, use, disclosure, or breach of PHI by the Contractor or its subcontractors in
13 violation of the requirements of these provisions. The Contractor must document suspected or
14 known harmful effects and the outcome.

15 **12.13 Contractor's Subcontractors.** The Contractor shall ensure that any of its
16 contractors, including subcontractors, if applicable, to whom the Contractor provides PHI
17 received from or created or received by the Contractor on behalf of SJVIA, agree to the same
18 restrictions, safeguards, and conditions that apply to the Contractor with respect to such PHI
19 and to incorporate, when applicable, the relevant provisions of these provisions into each
20 subcontract or sub-award to such agents or subcontractors.

21 **12.14 Employee Training and Discipline.** The Contractor shall train and use reasonable
22 measures to ensure compliance with the requirements of these provisions by employees who
23 assist in the performance of functions or activities on behalf of SJVIA under this Agreement and
24 use or disclose PHI and discipline such employees who intentionally violate any provisions of
25 these provisions, including termination of employment.

1 12.15 **Termination for Cause.** Upon the SJVIA's knowledge of a material breach of this
2 Article 12 by the Contractor, the SJVIA shall either:

3 (A) Provide an opportunity for the Contractor to cure the breach or end the violation
4 and terminate this Agreement if the Contractor does not cure the breach or end the
5 violation within the time specified by SJVIA; or

6 (B) Immediately terminate this Agreement if the Contractor has breached a material
7 term of these provisions and cure is not possible.

8 If neither cure nor termination is feasible, the SJVIA's Privacy Officer shall report the
9 violation to the Secretary.

10 12.16 **Judicial or Administrative Proceedings.** The SJVIA may terminate this Agreement
11 in accordance with the provisions of this Agreement if:

12 (A) The Contractor is found guilty in a criminal proceeding for a violation of the
13 HIPAA Privacy or Security Laws or the HITECH Act; or

14 (B) There is a finding or stipulation that the Contractor has violated a privacy or
15 security standard or requirement of the HITECH Act, HIPAA or other security or privacy
16 laws in an administrative or civil proceeding in which the Contractor is a party.

17 12.17 **Effect of Termination.** Upon termination or expiration of this Agreement for any
18 reason, the Contractor shall return or destroy all PHI received from SJVIA (or created or
19 received by the Contractor on behalf of the SJVIA) that the Contractor still maintains in any
20 form, and shall retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall
21 continue to extend the protections of these provisions to such information, and limit further use
22 of such PHI to those purposes that make the return or destruction of such PHI infeasible. This
23 provision shall apply to PHI that is in the possession of subcontractors or agents, if applicable,
24 of the Contractor. If the Contractor destroys the PHI data, a certification of date and time of
25 destruction shall be provided to the SJVIA by the Contractor.

1 12.18 **Disclaimer.** The SJVIA makes no warranty or representation that compliance by the
2 Contractor with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
3 adequate or satisfactory for the Contractor's own purposes or that any information in the
4 Contractor's possession or control, or transmitted or received by the Contractor, is or will be
5 secure from unauthorized access, viewing, use, disclosure, or breach. The Contractor is solely
6 responsible for all decisions made by the Contractor regarding the safeguarding of PHI.

7 12.19 **Amendment.** The parties acknowledge that federal and State laws relating to
8 electronic data security and privacy are rapidly evolving and that amendment of this Agreement
9 may be required to provide for procedures to ensure compliance with such developments. The
10 parties specifically agree to take such action as is necessary to amend this Agreement in order
11 to implement the standards and requirements of HIPAA, the HIPAA regulations, the HITECH
12 Act and other applicable laws relating to the security or privacy of PHI. The SJVIA may
13 terminate this Agreement upon 30 days' written notice if the Contractor does not enter into an
14 amendment providing assurances regarding the safeguarding of PHI that the SJVIA in its sole
15 discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HIPAA
16 regulations and the HITECH Act.

17 12.20 **No Third-Party Beneficiaries.** Nothing express or implied in the terms and
18 conditions of these provisions is intended to confer, nor shall anything herein confer, upon any
19 person other than the SJVIA or the Contractor and their respective successors or assigns, any
20 rights, remedies, obligations or liabilities whatsoever.

21 12.21 **Interpretation.** The provisions of this Article 12 shall be interpreted as broadly as
22 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State
23 laws. The parties agree that any ambiguity in the provisions of this Article 12 shall be resolved in
24 favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

25 12.22 **Regulatory References.** A reference in the provisions of this Article 12 to a section
26 in the HIPAA regulations means the section as in effect or as amended.

1 12.23 **Survival.** The provisions of this Article 12 survive the termination or expiration of this
2 Agreement.

3 12.24 **No Waiver of Obligations.** No change, waiver or discharge of any liability or
4 obligation under this Article 12 on any one or more occasions shall be deemed a waiver of
5 performance of any continuing or other obligation, or shall prohibit enforcement of any obligation
6 on any other occasion.

7 12.25 **Definitions.** For the purposes of this Article 12:

8 (A) The SJVIA's Privacy Officer is the SJVIA Manager.

9 (B) The Secretary is as defined in 45 CFR Section 160.103.

10 **Article 13**

11 **General Terms**

12 13.1 **Modification.** This Agreement may not be modified, and no waiver is effective,
13 except by another written agreement that is signed by both parties.

14 13.2 **Non-Assignment.** Neither party may assign rights or delegate its obligations under
15 this Agreement without the prior written consent of the other party.

16 13.3 **Governing Law.** The laws of the State of California govern all matters arising from
17 or related to this Agreement.

18 13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
19 County, California. Contractor consents to California jurisdiction for actions arising from or
20 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
21 brought and maintained in the Fresno County Superior Court.

22 13.5 **Construction.** The final form of this Agreement is the result of the parties' combined
23 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
24 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
25 against either party.

1 13.6 **Headings.** The headings and section titles in this Agreement are for convenience
2 only and are not part of this Agreement.

3 13.7 **Severability.** If anything in this Agreement is found by a court of competent
4 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
5 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
6 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
7 intent.

8 13.8 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
9 not unlawfully discriminate against any employee or applicant for employment, or recipient of
10 services, because of race, religious creed, color, national origin, ancestry, physical disability,
11 mental disability, medical condition, genetic information, marital status, sex, gender, gender
12 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
13 all applicable State of California and Federal statutes and regulation.

14 13.9 **No Waiver.** Payment, waiver, or discharge by the SJVIA of any liability or obligation
15 of the Contractor under this Agreement on any one or more occasions is not a waiver of
16 performance of any continuing or other obligation of the Contractor and does not prohibit
17 enforcement by the SJVIA of any obligation on any other occasion.

18 13.10 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
19 between the Contractor and the SJVIA with respect to the subject matter of this Agreement, and
20 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
21 publications, and understandings of any nature unless those things are expressly included in
22 this Agreement. If there is any inconsistency between the terms of this Agreement without its
23 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
24 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
25 exhibits.

1 13.11 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
2 create any rights or obligations for any person or entity except for the parties.

3 13.12 **Authorized Signature.** The Contractor represents and warrants to the SJVIA that:

4 (A) The Contractor is duly authorized and empowered to sign and perform its
5 obligations under this Agreement.

6 (B) The individual signing this Agreement on behalf of the Contractor is duly
7 authorized to do so and his or her signature on this Agreement legally binds the
8 Contractor to the terms of this Agreement.

9 13.13 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
10 original, and all of which together constitute this Agreement.

11 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 ALINEA MEDICAL IMAGING

SAN JOAQUIN VALLEY INSURANCE
AUTHORITY

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4 

5 _____
Eileena Zepeda
Sr. Provider Relations / Contract Manager

Pete Vander Poel, President of the Board of
Directors

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8 Reviewed and recommended for approval.

9 _____
SJVIA Manager

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Exhibit A

Scope of Mammography Services

1
2 A. The Contractor shall conduct on-site digital bilateral screening mammography
3 exams to participants of the SJVIA at various locations and over multiple days for each
4 Participating Entity. The SJVIA will work with the Contractor to schedule specific dates and
5 times for the Contractor to provide services.

6 B. The Contractor shall provide all imaging equipment necessary, and all staff
7 necessary and qualified, to perform mammography screening under this Agreement.

8 C. The Contractor shall identify a contact person to the SJVIA and the relevant
9 Participating Entity for each screening event. The contact person must be located at the facility
10 and be able to communicate with the Contractor's contact person regarding all details of the
11 screening event.

12 D. The Contractor may only schedule mammography services with a Participating
13 Entity after receiving written approval from the SJVIA Manager, the SJVIA Assistant Manager,
14 or one of their authorized designees, to ensure that the Participating Entity is able to schedule
15 the minimum number of exams provided in Exhibit C. Such services should be scheduled by the
16 Participating Entity at least 60 days in advance of services unless mutually agreed upon by
17 Participating Entity and CONTRACTOR. Upon receiving SJVIA approval, the Contractor shall
18 work directly with Participating Entity to schedule actual dates and locations of mammography
19 services.

20 E. The Contractor shall provide a scheduler website for patients to sign up and
21 schedule appointments.

22 F. The Contractor shall ensure participants who sign up for services on the
23 scheduler website meet the eligibility criteria for female employees based on the standard
24 American College of Radiology (ACR) and American Cancer Society (ACS) for obtaining an
25 annual screening mammogram, including the following:

- 26 1. The patient must:

Exhibit A

- 1 a. Be age 40 years or older or, if age 35 to 39 years, sign an Under 40
- 2 Consent Form;
- 3 b. Not have had a mammogram in the past year;
- 4 c. Not be pregnant, currently nursing, or have been nursing within the three
- 5 months prior to the screening; and
- 6 d. Be without symptoms of breast cancer.

- 7 2. Women that have breast implants must be booked for two consecutive
- 8 appointments, and given more time, because more views are required for the
- 9 mammogram.

10 G. The Contractor shall provide a notice of privacy practices to each participant
11 before conducting the bilateral screening mammography exam.

12 H. The bilateral screening mammography exam shall result in a written report,
13 including interpretation, by the radiologist who performed the exam. The report shall be sent to
14 the participant's designated physician within 14 business days after the day of service. The
15 Contractor shall provide to each participant either a normal or an abnormal results letter within
16 21 business days after the day of service. The Contractor shall provide a generic outcome
17 report that does not contain unique identifiers pursuant to HIPAA will be sent to the SJVIA no
18 later than 14 business days after the last day of service for each Participating Entity.

19 I. The Contractor shall prepare and maintain records of mammography screenings
20 in accordance with the general standards applicable to such recordkeeping and in compliance
21 with all applicable federal and State confidentiality and privacy laws. The Contractor shall
22 maintain such records for at least 10 years after providing the mammography screenings.

Exhibit B

SJVIA Responsibilities

1
2 The SJVIA shall perform or cause its Participating Entities to perform the activities
3 provided in this Exhibit B.

4 A. A contact person with the Participating Entity will be identified to the Contractor.
5 The contact person must be located at the facility and be able to communicate with the
6 Contractor's contact person regarding all details of the screening event.

7 B. Screening events must be scheduled in accordance with the Contractor's
8 availability. The Contractor must be notified of each scheduled event at least 60 days in
9 advance.

10 C. For each screening event, a 30-minute lunch break must be allowed in the
11 schedule for the Contractor's employees.

12 D. Screening events must be promoted (for example by email or other media) so
13 that each Participating Entity is able to pre-schedule the minimum number of patients as
14 provided in Exhibit C, paragraph D, to this Agreement.

15 E. The Participating Entity will circulate promotional emails and flyers that inform
16 female employees of the eligibility criteria for screening mammograms based on the standard
17 American College of Radiology and American Cancer Society for obtaining an annual screening
18 mammogram, including the following:

- 19 1. The patient must:
- 20 a. Be age 40 years or older or, if age 35 to 39 years, sign an Under 40
 - 21 Consent Form;
 - 22 b. Not have had a mammogram in the past year;
 - 23 c. Not be pregnant, currently nursing, or have been nursing within the three
 - 24 months prior to the mammogram screening; and
 - 25 d. Be without symptoms of breast cancer.
- 26

Exhibit B

- 1 2. Women that have breast implants must be booked for two consecutive
2 appointments, and given more time, because more views are required for the
3 mammogram.

4 F. The Participating Entity will provide Contractor with appropriate space to perform
5 mammography services, which must be either (a) a reserved conference room within the
6 Participating Entity's building to serve as the on-site clinic with portable machines, or (b)
7 adequate parking for the mobile coach.

8 G. **Portable Unit Specifications.** If the Contractor will be using portable machines
9 to provide mammography services, the Participating Entity must:

- 10 1. Clear a Private space with an area of at least 10 feet by 10 feet with proper
11 working HVAC ventilation for the Mammography unit (which is 2 pieces) with
12 2 power outlets (110V);
- 13 2. Provide space that is compliant with the requirements of the Americans with
14 Disabilities Act of 1990, including wheelchair accessibility and 32-inch wide
15 doors;
- 16 3. Provide extra private space and table large enough to accommodate two
17 chairs next to one power outlet (110V) for the Contractor's Technical
18 Assistant to power up the Contractor's laptop; and
- 19 4. Provide private space (minimum 4'x5') for a patient dressing area.

20 H. **Coach Specifications.** If the Contractor will be using its coach to provide
21 mammography services, the Participating Entity must provide 10 blocked off and marked
22 parking spaces for the coach, ideally in a designated area close to the entrance, to make it
23 convenient for the Participating Entity's mammogram screening patients. These parking spaces
24 must be outdoor, flat, and uncovered as the mobile coach cannot park within a parking garage
25 or on an incline.

Exhibit C

Compensation

1
2 The Contractor will be compensated for performance of its services under this
3 Agreement as provided in this Exhibit C. The Contractor is not entitled to any compensation
4 except as expressly provided in this Exhibit C.

5 A. No travel fees will be incurred when using the Contractor's coach. The Contractor
6 represents that its coach can provide mobile mammography services to both Participating
7 Entity's locations with no travel fee charges to the SJVIA.

8 B. Mammography Services under this agreement are considered a "Well Check"
9 through Anthem/Blue Cross. The exam is covered 100% with no cost to the employee. The
10 Contractor shall bill exams for patients on Anthem PPO and EPO insurance plans through
11 Anthem insurance as a claim for \$150.00 per exam.

12 C. Kaiser Permanente members and those who have waived coverage will not be
13 eligible to participate in the mammography screenings. Eligibility is limited to employees
14 enrolled in the Anthem PPO and EPO plans. Contractor must ask participants for County
15 employee identification and Anthem member card to verify eligibility.

16 D. The fee for mammography services, as provided in Exhibit A to this Agreement,
17 is \$150.00 per exam. The Contractor will bill Anthem for the exams. The SJVIA guarantees a
18 minimum of 25 exams per scheduled day, or \$3,750 (\$150.00 x 25 exams). Notwithstanding the
19 previous sentence, if there are less than 25 eligible exams performed on a scheduled day, the
20 Contractor will bill the SJVIA \$150.00 per unfulfilled exam. The Contractor shall accept patient
21 rollover to cover the minimum on consecutive day events. For example, for a two-day event, the
22 minimum number of exams is 50 in total for the whole event.

23 E. No deposit is required before the exam dates; however, the Participating Entity
24 must schedule exam dates with the Contractor at least 60 days in advance.

25 1. Exam dates that are cancelled or rescheduled by the Participating Entity
26 at least 30 days prior to the event shall not incur cancellation charges.

Exhibit C

1 2. Exam dates that are cancelled or rescheduled by the Participating Entity
2 within 15-29 days of the event will incur a cancellation charge of 25% of the total fee for
3 the exam date. If exam dates are rescheduled at least 15 days prior to the event, the
4 25% cancellation fee will be waived.

5 3. Exam dates that are cancelled or rescheduled by the Participating Entity
6 within 14 days of the exam date will incur a cancellation charge of 50% of the total fee
7 for the exam date. If exam dates are rescheduled 14 days or less prior to the event, the
8 50% cancellation fee will be waived and the SJVIA will be billed 25% of the total fee to
9 cover the Contractor's cost to reschedule.

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Exhibit D

Insurance

1. Required Policies

Without limiting the SJVIA's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). This policy must be issued on a per occurrence basis. The Contractor shall obtain an endorsement to this policy naming the San Joaquin Valley Insurance Authority, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the SJVIA is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the California Labor Code.
- (D) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the SJVIA annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (E) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include, but not be limited to, claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any PHI, which may include disclosure of Confidential Information or PHI (collectively, "Personal Information") to an unauthorized third party or any loss or destruction of, or any corruption or damage to, any Personal Information ("Security Breach"); (ii) any act or omission that compromises the physical, technical, administrative, or organizational security procedures and practices put in place by the Contractor that relate to the

Exhibit D

Insurance

protection of the security, confidentiality, value, or integrity of Personal Information; (ii) breach of any of the Contractor's obligations under Articles 11 or 12 of this Agreement; (iii) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or destruction or alteration of electronic information; (vii) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (viii) network security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, the Contractor shall deliver, or cause its broker or producer to deliver, to 2220 Tulare St., 14th Floor, Fresno, CA 93721, or SJVIA-Admin@fresnocountyca.gov copies of insurance policies as produced by the broker or producer, and certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) All insurance certificates must state that: (1) the insurance coverage has been obtained and is in full force; (2) the SJVIA, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the SJVIA, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state that: (1) the San Joaquin Valley Insurance Authority, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned; (2) the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the SJVIA shall be excess only and not contributing with insurance provided under the Contractor's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.

Exhibit D

Insurance

- (vi) The cyber liability insurance certificate must also state that it is endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of A:VII or greater.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the SJVIA, or ensure that the policy requires the insurer to provide to the SJVIA, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the SJVIA not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the SJVIA not less than 30 days in advance of cancellation or change. The SJVIA in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **SJVIA's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the SJVIA requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the SJVIA Manager copies of insurance policies that have such broader coverage, higher limits, or both, as produced by the broker or producer, and certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives its right to recover from the SJVIA, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **SJVIA's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the SJVIA may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The SJVIA may offset such charges against any amounts owed by the SJVIA to the Contractor under this Agreement.