

## **AGREEMENT FOR MEDICAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, between the COUNTY OF TULARE, a political subdivision of the State of California (the "COUNTY"), and ELITE CORPORATE MEDICAL SERVICES INC. ("ELITE") a professional medical corporation. COUNTY and ELITE are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

1. The COUNTY desires to retain ELITE to provide specific specialized immunization and medical screening services that are usual and customary for employment based physical screening, immunizations and medical monitoring.
2. ELITE has the expertise to provide such, and is willing to do so under the terms of this Agreement.

Now, therefore, the Parties agree as follows:

### **A. Scope of Services**

ELITE shall perform specialized immunization and medical screening services that are usual and customary for Medical employment physical screening and employment medical monitoring as set forth in **Attachment A**.

### **B. Compensation**

COUNTY shall pay ELITE the fees calculated in accordance with the rates of billing for fees identified and set forth in **Attachment B**. COUNTY will not pay ELITE for travel time to County worksites.

### **C. Term.**

This Agreement shall be effective as of the date of execution by the COUNTY and remain in effect for two years thereafter. Either Party may terminate this Agreement by providing at least 30 days advance written notice to the other Party specifying the effective date of such termination.

### **D. Notices and Correspondence**

Any notices or correspondence deemed by either Party to be necessary or desirable shall ~~to~~ be given to the other Party in writing and may be given by personal delivery to a representative of the Parties, by facsimile transmission or by mail, postage prepaid, addressed as follows:

COUNTY OF TULARE  
Office of the County Counsel  
Risk Management  
2900 W. Burrell Ave  
Visalia, CA 93291  
Telephone: (559) 636-4950  
Facsimile: (559) 737-4319

ELITE CORPORATE MEDICAL SERVICES INC.  
4004 S. Demaree Ave., Ste. B  
Visalia Ca 93277  
Telephone: (855) 733-7772  
Facsimile: (559) 733.4596

## **E. Applicable Law**

This Agreement, its interpretation, and all services performed hereunder shall be governed by the laws of the State of California.

## **F. Hold Harmless, Indemnification, and Defense**

(a) To the fullest extent permitted by law, ELITE must indemnify, defend (at ELITE'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of ELITE with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of ELITE, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). ELITE'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then ELITE'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from ELITE'S duty to indemnify. ELITE shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to ELITE of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to ELITE by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than ELITE are responsible for the Claim does not relieve ELITE from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if ELITE asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then ELITE may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. ELITE'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. ELITE'S liability for indemnification under this Agreement is in addition to any liability ELITE may have to COUNTY for a breach by ELITE of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be

construed to limit ELITE'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) ELITE must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

#### **G. Assignment**

Neither Party shall assign, sublet or transfer its obligations under this Agreement without the prior written consent of the other.

#### **H. Insurance**

Prior to approval of this Agreement and upon request from COUNTY, ELITE shall provide to COUNTY proof of Professional Liability Insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Other insurance may be required as deemed necessary by COUNTY.

#### **I. Health Insurance Portability and Accountability Act (HIPAA):**

(a) ELITE shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in **Attachment C**.

(b) At termination of this Agreement, ELITE shall, if feasible, return or destroy all protected health information received from, or created or received by, ELITE on behalf of COUNTY that ELITE still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protection of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

(c) COUNTY may immediately terminate this Agreement if COUNTY determines that ELITE has violated a material term of this provision.

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IN WITNESS WHEREOF, the Parties have duly executed this as of the date first above written.

COUNTY OF TULARE

By: \_\_\_\_\_  
Chairman, Board of Supervisors

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

ATTEST: Jason T. Britt, County Administrative  
Officer/Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

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

Approved as to Form:  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

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

Matter No. Risk-20191086

ELITE CORPORATE MEDICAL SERVICES INC.

By: \_\_\_\_\_  
John M. Coffey, MD, Chief Executive Officer

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

By: \_\_\_\_\_  
Nicholas A. Gambini, Corporate Secretary

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

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract.]

SLC/jlk 11/25/2019/RISK-20191086/1404559

## **ATTACHMENT A**

### **Elite Medical Group**

Elite Medical group shall perform specialized immunization and medical screening services that are usual and customary for employment based physical screening, immunizations and medical monitoring. Elite shall provide required services and maintain employee medical records according to Title 8 and Title 22.

The scope services include the following services:

#### **Physicals**

- **Employment Physicals**
- **Environmental Health Monitoring – Hazardous Waste**
- DOT/DMV
- Basic fit for work
- Bomb Squad
- Functional Capacity Testing

#### **Immunizations and Screenings**

- **HEP A**
- **HEP B**
- **MMR**
- Varicella
- Tdap

#### **Tb Skin tests & Necessary follow up X-Rays**

#### **Drug/Alcohol screens**

- Rapid Drug 5, 10 and 12 panel (non-chain of custody forms)
- Chain of Custody Drug
- Alcohol Screen (Breath)
- Alcohol Screen (Saliva)

#### **Respirator Mask fittings**

#### **Respiratory Evaluations**

Elite shall provide required services and records maintained according to Title 8 and Title 22.

**ATTACHMENT B**  
Payment for services:

**Fee Schedule 2019**

<b>Service</b>	<b>Price per service</b>
Hepatitis A Titer	\$60
Hepatitis A Vaccine	\$75
Hepatitis B Titer	\$47
Hepatitis B Vaccine	\$75.51
MMR Titer	\$65
MMR Vaccine	\$81.89
Varicella Titer	\$31
Varicella Vaccine	\$131
Tdap	\$59
Tb	\$20
<b>Physical</b>	<b>\$40</b>
EKG	\$40
Fecal Occult Test	(coupled)
DOT Physical	\$64
<b>Respiratory Evaluations</b>	<b>\$50</b>
Mask Fitting    **If special equipment is needed, will be a pass through cost	\$30
Saliva Alcohol Screen	\$10
Chest X-ray 1 view	\$31
<b>Environmental Health Medical Monitoring Evaluations</b>	
<b>CBC</b>	<b>\$20</b>
<b>Liver Function (ALT/AST)</b>	<b>\$29</b>
<b>Urinalysis</b>	<b>\$14</b>
<b>Blood Lead</b>	<b>\$48</b>
<b>Cholinesterase</b>	<b>\$45</b>
5 Panel Drug Test	\$30
10 Panel Drug Test	\$49
12 Panel Drug Test	\$54
CoC Drug (collection)	\$15

The Occupational Medicine Physician shall provide the employee a copy of the written opinion containing:

- Any detected medical conditions which would place the employee at increased risk of impairment of health from work in hazardous materials operations, emergency response or respirator use.
- Recommended work restrictions, if any, related to the employee's assigned work.
- Results of the medical examination and tests if requested by the employee.
- A statement that the employee has been informed by the physician of the results of the examination and any medical conditions which require further examination or treatment.

The written opinion shall not reveal specific findings or diagnosis that are unrelated to occupational exposures.