

AGREEMENT TO PROVIDE PROFESSIONAL MEDICAL SERVICES

THIS AGREEMENT is entered by and between The Regents of the University of California, a California Constitutional Corporation, on behalf of its University of California Davis Health System ("UCDHS"), and Los Rios Community College District on behalf of Folsom Lake College ("DISTRICT").

RECITALS

WHEREAS, DISTRICT wishes to obtain from UCDHS professional medical services in the field of team physician – sports medicine services ("Services"); for certain of its student athletes; and,

WHEREAS, UCDHS desires to provide and is fully qualified to provide such Services to DISTRICT; and,

WHEREAS, UCDHS has determined that provision of such Services to DISTRICT fulfills UCDHS's mission of teaching, research, public service, and patient care.

NOW, THEREFORE, the parties agree as follows:

I. UCDHS's Performance

A. UCDHS shall provide Services in accordance with the rates in Exhibit A, attached and made a part hereof.

B. UCDHS hereby certifies that any physician providing Services under this Agreement shall:

1. Perform his or her professional duties to the best of his or her ability, in accordance with the highest scientific, professional and ethical standards of his or her profession, and in accordance with currently approved methods and practices in his or her field.
2. Comply with all applicable Federal, State, County or other government agency laws, rules or regulations, including UCDHS policy.
3. Comply with the requirements of all appropriate accrediting bodies, such as The Joint Commission and the American Medical Association.
4. Maintain licensure in good standing to practice in the State of California and act within the scope of practice of such licensure in performing Services under this Agreement.
5. If applicable, maintain medical staff privileges without restriction at DISTRICT in accordance with the Medical Staff Bylaws of DISTRICT.
6. Be board-certified or board-eligible in his or her medical specialty.
7. Not be excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or TRICARE programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov>).

8. Not have been convicted of a criminal offense related to healthcare.
9. Cooperate with quality review and improvement activities pertaining to provision of Services under this Agreement.

II. DISTRICT's Performance

- A. DISTRICT shall remit payment for Services within thirty (30) days of receipt of UCDHS's monthly invoice. Payment shall be by check made payable to The Regents of the University of California and mailed to the address specified on the invoice.
- B. DISTRICT shall provide access without charge to DISTRICT facilities and DISTRICT personnel as may be necessary for performance of Services.
- C. DISTRICT shall maintain adequate patient records on each athlete, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable Federal and State record maintenance requirements.
 1. At reasonable times during normal business hours, UCDHS, the California Department of Health and Human Services, the United States Department of Health and Human Services, and the California Department of Managed Health Care, the appropriate audit agency of any of them, and the designee of any of them shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of Services performed and to audit and inspect any books and records of DISTRICT which pertain to Services performed under this Agreement.
 2. All athlete records shall be kept for a minimum of ten (10) years from the date of Service. Service and financial records shall be retained by DISTRICT for a minimum period of ten (10) years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

III. General

A. Indemnification

UCDHS shall defend, indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury, death, or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries, death, or damages are caused by or result from the negligent or intentional acts or omissions of UCDHS, its officers, agents or employees.

DISTRICT shall defend, indemnify and hold UCDHS, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury, death, or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries, death, or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents or employees.

B. Insurance

1. UCDHS, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insure during the term hereof as follows:

a. Professional Liability: (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) General Aggregate	\$3,000,000

If such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

b. General Liability:

Comprehensive or Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) Products Completed Operations Aggregate	\$2,000,000*
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$2,000,000*

* (\$1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

c. Automobile Liability. "any Auto" with \$500,000 combined single limit per accident for bodily injury and property damage.

d. Workers' Compensation Insurance as required under California state law.

e. It should be expressly understood, however, that the limits and coverages required herein shall in no way limit the liability of UCDHS as per the terms and conditions of the Indemnification provision included herein.

f. Upon DISTRICT's request, UCDHS shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage in the amounts and for the perils listed above. Certificate(s) shall name the Los Rios Community College District as an additional insured under (a) and (b), above, obligate the insurer to notify DISTRICT at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or

maintained by DISTRICT. Premiums on all insurance policies shall be paid directly by UCDHS.

2. DISTRICT, at its own sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance, or shall self insure, as follows:

a. Professional Liability: (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) General Aggregate	\$3,000,000

If such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

b. General Liability:

Comprehensive or Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) Products Completed Operations Aggregate	\$2,000,000*
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$2,000,000*

* (\$1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- c. Workers' Compensation Insurance as required under California state law.
- d. Coverages provided for above shall in no way limit the liability of DISTRICT as per the terms and conditions of the Indemnification provision included herein.
- e. Upon UCDHS's request, DISTRICT shall supply a certificate or certificates of insurance or self-insurance to UCDHS, evidencing coverages in the amounts and for the perils listed above. Certificate(s) shall name The Regents of the University of California as an additional insured under (a) and (b), above, obligate the insurer to notify UCDHS at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by UCDHS. Premiums on all insurance policies shall be paid directly by the DISTRICT.

C. Term and Termination

This Agreement shall be effective beginning June 21, 2015 and ending June 20, 2016. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address given below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11th) day.

D. Effect of Termination

Termination or expiration of this Agreement shall not affect any rights or obligations of the parties accrued or incurred prior to the date of termination.

E. Independent Relationship

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.

F. Health Insurance Portability and Accountability Act

UCDHS and DISTRICT shall comply with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

G. Participation in Alternative Arrangements

Nothing in this Agreement shall be construed as limiting the rights of either party to contract with the other persons or entities on a limited or general basis.

H. Modification

No waiver, modification, or addition to this Agreement shall be binding unless expressed in writing and signed by both parties.

I. Notice

All notices, requests, or other communications required under this Agreement shall be in writing and shall be delivered to the respective parties by personal delivery; by deposit in the United States Postal Service as certified or registered mail, postage prepaid, return receipt requested; or by a reputable overnight express delivery service. Notices shall be deemed delivered on the date of personal delivery, on the date indicated on the United States Postal Service return receipt, or on the date indicated by express mail receipt, as applicable. Notices shall be addressed to the parties at the addresses set forth below:

To UCDHS: Health System Contracts

University of California Davis Health System
Sherman Building, Suite 2300
2315 Stockton Boulevard
Sacramento, CA 95817

To DISTRICT: Los Rios Community - Folsom Lake College
Attn: General Services
1919 Spanos Court
Sacramento, CA 95825-3981

J. Assignment

No party to this Agreement may assign the Agreement, assign rights under the Agreement, or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

K. Discrimination

Both parties agree not to discriminate in their performance under this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans' status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, marital status or citizenship, within the limits imposed by law or UCDHS policy.

L. No Third Party Beneficiaries

The parties do not intend the benefits of this contract to inure to any third person or entity not a party to this Agreement. This Agreement shall not be construed to create any right or claim for any person or entity not a party to this Agreement.

M. Attorneys' Fees

If any action at law or equity is brought to enforce the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

N. No Requirement for Referrals

Nothing in this Agreement or in any other related written or oral agreement requires the admission or referral of patients or business by either party to the other. This Agreement is not intended to influence the decision of either party in choosing the hospital or health care facility deemed by such party as the best qualified to deliver goods or services to any particular patient. The rights of neither party under this Agreement depend in any way on the referral of patients or business to the other.

O. Representations and Warranties of DISTRICT

DISTRICT represents and warrants to UCDHS that:

1. This Agreement covers all of the services to be provided by UCDHS during the term;
2. DISTRICT has determined that it has a *bona fide* need for the Services set forth in this Agreement;
3. DISTRICT has determined that the Services set forth in this Agreement do not exceed those that are reasonably necessary to accomplish the commercially reasonable business purpose of the Services;
4. DISTRICT has determined that the compensation to be paid under this Agreement is consistent with fair market value in arms-length transactions;

- 5. The compensation to be paid under this Agreement has not been determined in a manner that takes into account the volume or value of any past or future referrals or business otherwise generated or to be generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs;
- 6. The Services set forth in this Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any State or Federal law;
- 7. The Services set forth in this Agreement are primarily active, and not passive, in nature; and
- 8. DISTRICT has engaged only a small number of eminently qualified physicians to perform the type of services that are set forth in this Agreement.

P. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California. DISTRICT agrees to resort solely to the courts of the State of California for any relief under this Agreement.

Q. UCDHS Name

No form of UCDHS's name shall be used in any form or manner in advertisements, reports or other information released to the public without the prior written approval of UCDHS.

R. Entire Agreement

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior understanding between them, whether oral or written, respecting the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LOS RIOS COMMUNITY COLLEGE
DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____

By: _____

Name: _____

Annie Wong, Director
UC Davis Health System Contracts

Title: _____

Date: _____

TIN: 94-1576340

Date: _____

TIN: 94-6036494

EXHIBIT A

SCOPE OF WORK AND RATES

Scope of Work

During the terms of this Agreement UCDHS Services shall provide at DISTRICT standard pre-participation sport physical examinations to DISTRICT athletes four (4) times per year. Such pre-participation physicals shall be mutually scheduled between UCDHS and DISTRICT. In addition, UCDHS Services shall provide team physician services to include weekly consultation with injured athletes scheduled at UCDHS's convenience and review of all sports medicine policies and protocols.

Rates

Standard Pre-participation Physical Examinations:	\$65.00 per hour
Team Physician Services	\$65.00 per hour

Total charges not to exceed a maximum of \$3000 for the term of this Agreement.

DISTRICT acknowledges and understands that the rates for Services provided under this Agreement are for standard pre-participation sport physical exams and team physician services. This Agreement does not include any additional testing and/or treatment that may be required.