

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO B117771

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145  
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

<b>Date</b> 03/31/2017	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Metho
<b>Reference:</b> 1009218 CROFF J		<b>Location / Dept</b> 04ADMN

**Supplier:** 0000030352  
 REGENTS OF UC DAVIS  
 CASHIERS OFFICE - UC DAVIS  
 PO BOX 989062  
 WEST SACRAMENTO CA 95798-9062

**Phone:** (530) 752-3233

**email:**

**Ship To:** FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630  
 United States

**Bill To:** 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	BLANKET PURCHASE ORDER FOR ADMINISTRATION OF PHYSICAL EXAMINATIONS TO FLC STUDENT ATHLETES FOR 2015-2016 AND 2016-2017 SPORT TEAMS	1.00 EA	4,000.00	4,000.00	05/01/2017

FOR SERVICE FROM 7/1/15 THRU 6/30/17  
 ESTIMATED PAYMENT \$65 PER HOUR  
 UCDHS TO INVOICE FOLSOM LAKE COLLEGE, BILLING TERMS: NET 30

AUTHORIZED PERSONNEL:  
 MATT WRIGHT  
 WILLIAM GARCIA  
 JEANNE CROFF

Sub Total Amount	4,000.00
Sales Tax Amount	0.00
Total PO Amount	4,000.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5400	11	FL.VI.KINE	08700	00000	041A	4,000.00	2017

0001009218HARMANJ30-MAR-2017

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

*A. S. L.* 4/3/17

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

## LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

### PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

# Requisition

**Supplier:** REGENTS OF UC DAVIS 0000030352  
 UC DAVIS HEALTH SYSTEM SPORTS MEDICINE  
 3301 C STREET SUITE 1500  
 SACRAMENTO CA 95816  
 United States

**Phone:** (916) 734-1313      **Fax:** (916) 734-0171  
**email:**

**Ship To:** RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630-6798

<b>Business Unit:</b> GENFD      OPEN	
Req ID: 0001009218	Date: 03/07/2017
Requisition Name: UC DAVIS HLTH SYS SPORTS MED	
Requester: Jeanne M. Croff	
Requester Signature: _____	
Buyer: Nicholas Shewmaker	
Approved: _____	
Entered By: M.J      07-MAR-2017	

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	BLANKET PURCHASE ORDER FOR ADMINISTRATION OF PHYSICAL EXAMINATIONS TO FLC STUDENT ATHLETES FOR 2015-2016 AND 2016-2017 SPORT TEAMS	1	EA	4,000.00	4,000.00	03/10/2017

Total Requisition Amount:      4,000.00

FOR SERVICE FROM 7/1/15 THRU 6/30/17  
 ESTIMATED PAYMENT \$65 PER HOUR  
 UCDHS TO INVOICE FOLSOM LAKE COLLEGE, BILLING TERMS: NET 30

AUTHORIZED PERSONNEL:  
 MATT WRIGHT  
 WILLIAM GARCIA  
 JEANNE CROFF

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5400	11	FL.VI.KINE	08700	00000	041A	4,000.00

2017 MAR 27 A 7:09  
 FLC BUSINESS SERVICES

Approval Signature 	Approval Signature 	Approval Signature
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**From:** [Harman, Joany](#)  
**To:** [Haney, Brenda](#)  
**Subject:** Amendment for OLR 0001009218 UC Davis Health Systems  
**Date:** Tuesday, April 04, 2017 9:10:24 AM  
**Attachments:** [UCDHS-FLC Amendment No.2 4-4-17.pdf](#)  
[image003.png](#)  
[image005.png](#)

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Please find attached backup documentation for OLR 0001009218. Once I have a fully executed copy, I will forward to you for replacement of this one.

Thank you,



**Joany Harman** | Interim Vice President of Administration  
Folsom Lake College | 10 College Parkway | Folsom, CA 95630  
p. 916.608.6555 | f. 916.608-6553 | [harmanj@flc.losrios.edu](mailto:harmanj@flc.losrios.edu) | [www.flc.losrios.edu](http://www.flc.losrios.edu)

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC  CRC  SCC  FLC  DO  IT  FM  OTHER \_\_\_\_\_

Agreement/Contract With: University of California, Davis Health (UCDHS)

State the business terms of agreement: UCDHS to provide standard pre-participation physicals to FLC athletes and team physician services to include weekly consultation with injured athletes.

This agreement consists of the following documents: Amendment No. 2 (3 pages), Original Agreement-PSA S15-00207V (9 pages)

Funding Source: GENFD 5400 11 FL.VI.KINE 08700 041A Amount \$ 4,000.00

I have read and agree with the terms of this agreement:

By: [Signature] Matt Wright Date: 4.4.17  
Area Manager/Supervisor (Print name)

College VPA, DO-AVC, FM Director

I approve as to Substance

By: [Signature] Joany Harman Date: 4/4/17  
(Print name)

Risk Management

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

General Services

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Associate Vice Chancellor, Finance

General Counsel (When necessary)

Changes necessary as specified on the document or on the attached memorandum.

Approved as to form.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
General Counsel

Los Rios Community College District

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

Vice Chancellor of Finance and Administration  Deputy Chancellor, Ed & Tech.

**Amendment No. 2 to the Agreement to provide Professional Medical Services No. S15-00207V**

**Parties to this Amendment:** The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9., acting for and on behalf of University of California, Davis Health (“UCDHS”).

and

Los Rios Community College District on behalf of Folsom Lake College (“DISTRICT”).

**Original Agreement:** Professional Medical Services Agreement (UCDHS Agreement No. S15-00207V) (“Agreement”).

**Effective Date of this Amendment:** June 1, 2017

WHEREAS UCDHS and District are also referred to collectively as the “Parties”, and individually as “Party”; the Parties hereto desire to amend certain terms of the Agreement; and

THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.
2. Amendment(s) to the Agreement.
  - A. The term of the Agreement shall be extended from June 1, 2017 through May 31, 2018.
  - B. Exhibit A-1 shall be replaced in its entirety by revised Exhibit A-2, attached hereto and incorporated herein.
  - C. All other terms and conditions shall remain the same.
3. Ratification of the Agreement. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.
4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

SIGNATURE PAGE TO FOLLOW

**Amendment No. 2 to the Agreement to provide Professional Medical Services No. S15-00207V**

IN WITNESS WHEREOF, the duly authorized representatives of UCDHS and DISTRICT have executed this Amendment No. 2 as of the last date of signature written below.

**AGREED:**

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

**LOS RIOS COMMUNITY COLLEGE  
DISTRICT**

By  \_\_\_\_\_  
Annie Wong  
Director, Health Contracts

By \_\_\_\_\_  
Print Name:  
Title:

Date 4-3-2017 \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A-1**

**SCOPE OF WORK AND RATES**

**PERIOD: 6/1/17 – 5/31/18**

**Scope of Work**

During the term 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 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 period 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.



**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 (11<sup>th</sup>) 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.