

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College – President’s Office**

To:	Board of Trustees	Date:	February 22, 2021
Re:	Ratification of Agreement for COVID-19 Testing Services with Medica Testing Group, Inc. in association with Eastside Family Medical Associates, Inc.		
Action:	Request for Ratification		

**BACKGROUND**

Santa Ana College (SAC) and Medica Testing Group, Inc. (“Medica”) in association with Eastside Family Medical Associates, Inc. (“EFMA”) wish to collaborate and respond to the Coronavirus (“COVID-19”) Pandemic by working together in furthering COVID-19 response and prevention for the health and safety of the public, including testing and related services for SAC’s staff, students, athletes and related personnel. Testing began on Tuesday, February 16, 2021.

**ANALYSIS**

SAC is requesting the Rancho Santiago Community College District Board of Trustees (“Board”) ratify the Agreement for COVID-19 Testing Services with Medica Testing Group, Inc. in association with Eastside Family Medical Associates, Inc. (“Agreement”), which was signed by Chancellor Martinez on February 12, 2021, to continue COVID-19 testing onsite at SAC through June 4, 2021. The Agreement covers the scope of operations at the SAC campus, as well as insurance and other issues relating to the liability of between all parties. This Agreement shall be effective February 9, 2021 and continue through June 4, 2021, unless terminated earlier pursuant to the terms of the Agreement. It carries no costs or other financial arrangements. Under the authority granted to the Chancellor by Resolution No. 20-03, Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19): *“Whereas, it is imperative to have the tools to ensure the health and safety of students, faculty, staff, and families on our campuses...”* The Chancellor executed this Agreement which is presented to the Board for ratification.

**RECOMMENDATION**

It is recommended the Board of Trustees ratify the Agreement for COVID-19 Testing Services with Medica Testing Group, Inc. in association with Eastside Family Medical Associates, Inc. as presented.

Fiscal Impact:	None	Board Date:	February 22, 2021
Prepared and Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

## AGREEMENT FOR COVID-19 TESTING SERVICES

This **AGREEMENT FOR COVID-19 TESTING SERVICES** (“Agreement”), dated as of February 9, 2021 (“Effective Date”), is by and among **MEDICA TESTING GROUP, INC.**, a California corporation (“Medica”) in association with **EASTSIDE FAMILY MEDICAL ASSOCIATES, INC.**, a California professional corporation (“EFMA”) (Medica and EFMA are collectively referred to herein as “Contractor”) and Rancho Santiago Community College District on behalf of **SANTA ANA COLLEGE** (“SAC”). Contractor and SAC may sometimes be referred to individually as a “Party”, and collectively, as the “Parties”.

### RECITALS

**A.** In response to the coronavirus (“COVID-19”) pandemic, the Parties wish to work together in furthering COVID-19 response and prevention to further the health and safety of the public, including testing and related services for SAC’s staff, students, athletes and related personnel.

**B.** EFMA, with the administrative and management services of Medica, has the capability and capacity to provide certain COVID-19 medical testing services (“Services”) as described in this Agreement; and

**C.** SAC desires to retain Contractor to provide the Services for SAC’s staff, students, student athletes and related personnel to detect whether asymptomatic or symptomatic individuals have the active COVID-19 virus. Contractor desires to perform the Services for SAC under the terms and conditions of this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, EFMA, Medica and SAC agree as follows:

1. **Scope of Work; Services.** Contractor shall provide to SAC and oversee, on a weekly basis, testing of SAC’s staff and students for COVID-19 during the Term (as defined below) of this Agreement. Contractor shall provide and oversee a Polymerase Chain Reaction anterior nares nasal swab test (“PCR Test”) for staff and students in athletics. For staff and students who are not in athletics, Contractor shall provide and oversee antigen rapid self-testing kits (“Rapid Test”) for COVID-19. To the extent any individual receives a positive COVID-19 Rapid Test result, Contractor shall immediately provide and oversee a PCR Test for the purpose of further screening each positive-tested individual. The details concerning the Services to be provided by Contractor to SAC on a bi-weekly basis (two days per week) during the Term of this Agreement shall be governed by this Agreement, and each weekly issued and accepted Scope of Work, discussed further below, the form of which is attached hereto as Exhibit A and incorporated herein by this reference. The days and hours of testing may be revised each week in the weekly Scope of Work to adapt to scheduling needs and anticipated testing demands. Contractor, via its Contractor Contract Manager (as defined below), and SAC shall complete a Scope of Work form each week during the Term of this Agreement to determine the scope of Services to be provided each week. The Scope of

Work shall be deemed issued and accepted only if signed by the Contractor Contract Manager and the SAC Contract Manager (each as defined below). Each Scope of Work form that is executed by and between the Parties pertaining to the Services under this Agreement shall be incorporated into this Agreement by reference. The aforementioned Services shall be provided and overseen by Contractor to SAC on SAC's campus, in the specified locations and on the dates and times mutually agreed upon between the Parties as detailed in the weekly Scope of Work prior to any such date the Services shall be rendered pursuant to this Agreement. All staff and students who request testing shall be required to register and make appointments in advance. Contractor may, from time to time, reduce the testing hours and close down the testing site earlier than the time set forth in the Scope of Work on any particular testing day if the number of persons who actually present for testing is less than the amount that was anticipated based upon the number of persons who registered for testing on such day. Prior to closing the testing site as authorized in the foregoing sentence, Contractor shall: (i) notify the SAC Contract Manager and (ii) contact all persons with pending appointments on such day and assist them in rescheduling their appointments.

2. **Contractor Obligations.** Contractor shall:

2.1 EFMA and Medica shall work together in administering, operating and fulfilling the Services to be provided pursuant to this Agreement and as permitted by law. EFMA and Medica pursuant to a separate Management Services Agreement between EFMA and Medica shall properly designate and allocate the responsibilities of "Contractor" pursuant to and in order to fulfill the Services to be provided pursuant to this Agreement, and appropriately advise SAC of the same.

2.2 Designate a number of employees or independent contractors that it determines, in its sole and reasonable discretion to be appropriate per each weekly Scope of Work, and capable of performing and overseeing the Services.

2.3 Identify a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement ("Contractor Contract Manager").

2.4 Require that the Contractor Contract Manager respond promptly to any reasonable request from SAC for instructions, information or approvals required by SAC in connection with receiving the Services.

2.5 Provide all necessary components of COVID-19 testing supplies and equipment to collect samples for use by SAC.

2.6 With regard to any laboratory PCR Test that may need to be provided, use its best efforts to ensure that its turn-around time for delivering laboratory test result reports to SAC shall not exceed seventy-two (72) hours from the time of receipt at Contractor's designated laboratory to the time a detailed lab report is received by SAC or another turn-around time specified on any weekly Scope of Work with respect to particular PCR Tests, in which event Contractor shall use its best efforts to meet the turn-around times set forth in that weekly Scope of Work for those tests. If there is a delay in reported results or additional testing is required to confirm or clarify the result of a specific test or sample, and the additional testing cannot be performed within the applicable turn-around time, Contractor shall notify SAC when results will be available.

2.7 Cooperate with SAC with respect to the performance of Services.

2.8 Maintain any requisite licenses, registrations, accreditations and inspections required in the performance of Services pursuant to this Agreement, comply with all applicable federal and state laws and regulations applicable to performing the Services and perform the Services in a manner consistent with the level of care and skill exercised by members of the same profession operating under similar conditions.

2.9 To the extent any student, staff or related personnel tests positive, appropriately contact that individual, while maintaining adherence to any applicable privacy and confidentiality laws, including HIPAA.

2.10 Comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including all requirements pertaining to a data breach, including, when appropriate or required, all procedures for notification and mitigation of any such data breach. If Contractor knows or suspects there has been unauthorized access to data pertaining to SAC students, staff or related personnel, Contractor shall provide written notification to SAC within a reasonable amount of time of the incident, not to exceed forty-eight (48) hours.

3. **SAC Obligations**. SAC shall:

3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (“SAC Contract Manager”), with such designation to remain in force unless and until a successor SAC Contract Manager is appointed.

3.2 Require that SAC Contract Manager respond promptly to any reasonable requests from Contractor for instructions, information or approvals required by SAC in connection with receiving the Services.

3.3 Provide for Contractor’s exclusive use a private room and/or appropriate outdoor accommodations on site of SAC’s premises to oversee the self-administration of the Rapid Tests and PCR Tests, including the safe collection of samples, in connection with all local, state and national social distancing and health guidelines. All facilities use, cleaning and use of equipment shall be addressed through SAC’s Facilities Use Agreement.

3.4 Arrange for and administrate all logistical components and costs related thereto pertaining to the Services.

3.5 Identify the individuals subject to testing and prepare and deliver communications to such individuals regarding testing process, requirements, locations, dates, times, etc. SAC shall be responsible for all identity verification for all students, staff and related personnel.

3.6 Require the individuals presented to Contractor for the Services review and execute the appropriate HIPAA releases and consent forms as a condition to receiving a test, with the

understanding by SAC and each such individual that consent is required for release of the test results for such individual to the State of California, Orange County, SAC and any other party directed or required of any governmental authority by law, regulation, ordinance, policy or otherwise.

3.7 Notify Contractor of any complaint within twenty-four (24) hours of occurrence. Any complaint not provided within such time shall be deemed a waiver by SAC and acceptance of the Services.

3.8 Remain responsible with regard to any required contact tracing related to any student, staff or related personnel with a positive test result, while complying with any privacy and/or confidentiality requirements, including HIPAA.

#### 4. **Term; Termination; Survival.**

4.1 This Agreement shall commence as of the Effective Date and shall continue through June 4, 2021 (“Term”), unless terminated earlier pursuant to the terms of this Agreement.

4.2 Either Party may terminate this Agreement at any time with or without cause upon thirty (30) days’ prior written notice to the other Party.

4.3 The Term of this Agreement may be extended by a writing executed by the Parties.

4.4 The rights and obligations of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

#### 5. **Fees and Expenses.**

5.1 Pursuant to this Agreement, Contractor shall directly bill SAC’s students’ and/or staff and related personnels’ applicable insurance provider for Services provided. If any staff and or student or related personnel is uninsured and/or a carrier denies payment, SAC shall be responsible to pay Contractor for any such fees, the fees of which are set out in the Fee Schedule attached to this Agreement as Exhibit B and incorporated herein by this reference. The fees for the Services shall not increase unless agreed to, in writing, by SAC. Unless otherwise provided for in the weekly Scope of Work, said fees shall be payable by SAC to Contractor, as designated by Contractor Contract Manager within thirty (30) days of receipt by SAC of a monthly invoice from Contractor. Contractor shall detail in each invoice, the dates in which Services were rendered, and for each date, the number and types of tests rendered.

5.2 Any additional expenses incurred by Contractor in the performance of this Agreement shall be submitted to SAC in advance and pre-approved in writing by the SAC Contract Manager not less than five (5) business days prior to any required purchase of such expenses and Contractor shall provide SAC with a copy of the invoice and supporting documentation.

5.3 SAC shall be responsible for all sales, use and excise taxes and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by SAC hereunder; provided that, in no event shall SAC pay or be responsible for any taxes imposed on, or regarding Contractor's income, revenues, gross receipts, personnel or real or personal property or other assets.

5.4 In the event SAC disputes all or a portion of any invoice, SAC shall advise Contractor in writing within fifteen (15) days of receipt of such invoice of the portion being disputed and the reason for such dispute, however SAC shall pay any undisputed portion of any invoice as specified in this Agreement. Within fifteen (15) days of SAC's notification to Contractor of any such dispute, SAC and Contractor shall meet in an effort to resolve the dispute. If the dispute remains unresolved, then within thirty (30) calendar days of any resolution effort, the Parties agree to resolve their dispute through binding arbitration in Orange County, California, pursuant to the rules of the American Arbitration Association. If any arbitration is brought to enforce or interpret the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs of suit and collection, in addition to any other relief to which it may be entitled.

5.5 Except for invoiced payments that SAC has disputed and remain unresolved, all late undisputed invoice payments shall bear interest at the less of (a) the rate of 2% per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly from the date in which the undisputed invoice payment is deemed due.

6. **Ownership; Use of Materials.** Contractor agrees that all materials, reports or products in any form, including electronic, created by Contractor for which Contractor has been compensated pursuant to this Agreement shall be the sole property of SAC. The material, reports, or products may be used by SAC for any purpose that SAC deems to be appropriate, including, but not limit to, duplication and/or distribution within SAC or to third parties. Contractor agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of SAC. Contractor shall have no right to utilize any of the intellectual property or information collected pursuant to the rendering of Services of SAC and shall specifically not use SAC's name, logo, photographs or any likenesses without the prior written permission of SAC. SAC and Contractor shall be responsible for compliance with the Health Insurance Portability And Accountability Act ("HIPAA") and any privacy or security requirements related thereto that may apply.

7. **Confidentiality.** From time to time during the Term of this Agreement, either Party ("Disclosing Party") may disclose or make available to the other Party ("Receiving Party"), nonpublic, proprietary, and confidential information of Disclosing Party, including, but not limited to, organizational information, marketing plans, financial information, and information regarding clients, vendors, suppliers, and employees ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such

Confidential Information; (c) was in Receiving Party's Group's (as defined below) possession prior to Disclosing Party's disclosure under this Agreement; (d) was or is independently developed by Receiving Party without using any Confidential Information; or (e) is required to be disclosed in accordance with law or court order. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party's Group would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors. Each Receiving Party shall promptly return all Confidential Information of the other Party it holds in written form and all copies of it upon the Disclosing Party's written demand, except for Confidential Information that may be incorporated in any information that the Receiving Party is required to maintain by law to verify the work that it performed, which may be retained by such Party subject to the restrictions contained in this Section.

## 8. **Regulatory Compliance.**

8.1 Compliance with Law/Material Breach. Each Party represents and warrants that in the performance of its obligations under this Agreement, it will comply with all applicable laws, rules, or regulations that pertain to its operations as they may apply to this Agreement ("Applicable Laws"). Failure by either Party to comply with any Applicable Law as required by this Agreement shall be considered a material breach of this Agreement. In the event of a determination that this Agreement is not in compliance with any Applicable Law, then the Parties shall negotiate in good faith to bring this Agreement into compliance.

8.2 HIPAA/FERPA Compliance. Each Party represents and warrants that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the Parties by implementing and maintaining privacy and security policies, procedures, and practices, and administrative, physical and technological safeguards and security mechanisms that reasonably and adequately protect the confidentiality, integrity and availability of the protected health information created, received, maintained or transmitted under this Agreement, all as required by, and set forth more specifically in, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or related privacy regulations, as applicable, and SAC represents and warrants that it shall further comply with the Family Educational Rights and Privacy Act (FERPA), as, in each case, may be amended from time to time.

In the event HIPAA or FERPA or other the privacy regulations or security regulations require any addition to or modification of this Agreement, the Parties shall use commercially reasonable efforts to agree upon such additions or modifications in a timely manner. If such agreement cannot be reached in a timely manner, either Party may terminate this Agreement by written notice to the other Party.

9. **Insurance.** During the term of this Agreement, each of SAC, EFMA and Medica shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in the minimum amounts of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annually in the aggregate. Upon the other Party's request, each shall provide the other with a certificate of insurance from the insurer evidencing the insurance coverage specified in this Agreement (or if either self-insures, documented proof of the existence of a self-insurance program meeting the requirements set forth in this Section). The certificate of insurance shall name the other as an additional insured. Each shall provide the other with thirty (30) days' advance written notice in the event of a cancellation or material change in the insurance policies. Except where prohibited by law, each shall require its insurer to waive all rights of subrogation against the other's insurers. If such insurance is of the "claims made" type, each Party agrees that the insurance shall be continued for a period of at least four (4) years after the termination of this Agreement, or each shall purchase extended reporting period insurance (also known as "tail coverage") to extend the insurance for a minimum of four (4) years after the termination of this Agreement.

10. **Indemnification.** Each Party ("Indemnitor") shall indemnify, defend and hold harmless the other Party, its directors, officers, employees, affiliates, agents, representatives and volunteers ("Indemnitee") from and against any and all third party claims, losses, damages to or for loss of use of property and for injuries to or death of any person or persons, including property and employees or agents of Indemnitee, costs, expenses or liabilities to the extent arising out of its obligations pursuant to this Agreement, and shall defend, indemnify and hold harmless Indemnitee, its directors, officers, employees, affiliates, agents, representatives and volunteers from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers compensation claims and including attorneys' fees and reasonable expenses for litigation or settlement, resulting from or arising out of the negligent or wrongful acts, errors or omissions of Indemnitor, its directors, officers, employees, affiliates, agents, representatives and volunteers arising out of Indemnitor's performance of this Agreement. The Section shall survive the termination of this Agreement.

11. **Entire Agreement.** This Agreement, including and together with any weekly Scope of Work, the Fee Schedule, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Scope of Work, the terms and conditions of this Agreement shall supersede and control.

12. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its



address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices may be given by: (1) hand delivery and shall be deemed given on the date of delivery, (2) registered or certified mail and shall be deemed given the third day following the date of mailing, or (3) overnight delivery by a reputable overnight delivery service and shall be deemed given the following day.

Notice to SAC: Rancho Santiago Community College  
District on behalf of Santa Ana College  
Attention: Marvin Martinez, Chancellor  
1530 W. 17th Street  
Santa Ana, California 92706  
Email: martinez\_marvin@rsccd.edu  
Tel.: (714) 450-7450

SAC Contract Manager Rancho Santiago Community College  
District on behalf of Santa Ana College  
Attention: Adam O'Connor  
Interim Vice Chancellor of Business  
Operations/Fiscal Services  
1530 W. 17th Street  
Santa Ana, California 92706  
Email: o'connor\_adam@rsccd.edu  
Tel.: (714) 480-7320

Notice to EFMA: Eastside Family Medical Associates, Inc.  
Attention: Enrique J. Gonzalez, M.D.  
321 South Mednik Ave.  
Los Angeles, California 90022  
Email: egonzamd@g.ucla.edu  
Tel.: (323) 376-2696

Notice to Medica: Medica Test Group, Inc.  
Attention: Cesar Hindu  
3 Pointe Drive, Suite 107  
Brea, California 92821  
Email: chindu@medicatg.com  
Tel.: (714) 235-3279

Contractor Contract Manager  
(If different from above) Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, California \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel.: \_\_\_\_\_

13. **Severability**. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

14. **Attorneys' Fees**. If there is any legal action or proceeding between the Parties arising from or based on this Agreement, the unsuccessful Party to such action or proceeding shall pay to the prevailing Party all costs and expenses, including reasonable attorneys' fees and expenses, incurred by such prevailing Party in such action or proceeding and in any appeal in connection therewith. If such prevailing Party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and expenses shall be included in and as a part of such judgment.

15. **Amendments**. No amendment to or modification, rescission, termination or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

16. **Waiver**. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. **Assignment**. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve either Party of any of its obligations under this Agreement.

18. **Successors and Assigns**. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

19. **Relationship of the Parties**. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Contractor shall be under its own control, SAC being interested only in the results thereof. Contractor shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give SAC the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet SAC's final approval and shall be subject to SAC's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or

other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. **No Third-Party Beneficiaries**. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person, entity, or organization any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

21. **Governing Law**. This Agreement and all related documents, including all exhibits attached to this Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and construed in accordance with, the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof. Venue for any court proceedings in connection herewith shall be in the state or federal courts located within the County of Orange, California.

22. **Authority**. Each signatory to this Agreement hereby represents and warrants that he/she has authority to sign this Agreement and properly obtained all necessary authority to enter into this Agreement on behalf of their respective Party and to bind their respective Parties to each of the terms of this Agreement. This Agreement is a legal, valid and binding obligation on both of the Parties, and enforceable against each Party.

23. **Counterparts; Electronic Signatures**. This Agreement may be executed in multiple counterparts (including facsimile and electronic “.pdf”, “.tif” or “.jpg” copies thereof), each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. The use of electronic signatures and electronic records (including any contract or other record created, generated, sent, communicated, received or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper based recordkeeping system to the fullest extent permitted by applicable law, including the Electronic Signatures in Global and National Commerce Act, any state law based on the Uniform Electronic Transactions Act and the Uniform Commercial Code. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Remainder of Page Intentionally Left Blank. Signatures on Following Page]*

IN WITNESS WHEREOF, EFMA, Medica and SAC have executed this Agreement as of the Effective Date.

**"EFMA"**

**EASTSIDE FAMILY MEDICAL  
ASSOCIATES, INC.**

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

Name: Enrique Gonzalez, M.D.

Title: President

**"MEDICA"**

**MEDICA TESTING GROUP, INC.**

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

Name: Fred Flores

Title: President

**"SAC"**

**RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT ON BEHALF OF SANTA  
ANA COLLEGE**

By: Marvin Martinez

Name: Marvin Martinez

Title: Chancellor

**EXHIBIT A  
SCOPE OF WORK**

**WEEK OF:** \_\_\_\_\_

**DATE(S):**

**DAY 1:**

Monday 10:00 am – 3:00 pm (Staff and Students for In-Person Class)<sup>1</sup> \_\_\_\_ (Check as applicable)

**DAY 2:**

Tuesday 10:00 am – 3:00 pm (Athletes and Athletic Staff)<sup>2</sup> \_\_\_\_ (Check as applicable)

**DATE(S) / TIME(S):**

(Specify Bi-Weekly Dates and Time for Testing, if different from or in addition to the above)

\_\_\_\_\_  
\_\_\_\_\_

**TESTING LOCATION: SAC shall be responsible for providing testing locations. Monday tests shall be outdoors in a parking lot designated by SAC. Tuesday locations shall be indoors inside a gym designated by SAC.**

**QUANTITY OF COVID-19 TESTING SERVICES REQUIRED FOR WEEK:**

**RAPID TESTS:** (Specify Quantity of Rapid Test required each day for week.)

**DAY 1:** \_\_\_\_\_

**PCR TESTS:** (Specify Quantity of PCR Tests required each day for week.)

**DAY 1:** \_\_\_\_\_

**DAY 2:** \_\_\_\_\_

**ADDITIONAL NOTES/ SPECIAL INSTRUCTIONS:**

\*\*\*Monday Test Results go to Don Maus for follow up; Tuesday Test Results go to Don Maus and Doug Manning for follow up.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVALS:**

**SAC Contract Manager**

By:  
Name:  
Title:  
Date:

**EMFA/MEDICA - Contractor Contract Manager**

By:  
Name:  
Title:  
Date:

\_\_\_\_\_

<sup>1</sup> Staff and students that are tested on Mondays will first receive a COVID-19 Rapid Test. To the extent any individual receives a positive COVID-19 Rapid Test result, Contractor shall immediately provide and oversee a PCR Test for the purpose of further screening each positive-tested individual.

<sup>2</sup> Athletic staff and athletes that are tested on Tuesdays will receive a PCR Test.

**EXHIBIT B  
FEE SCHEDULE**

**FEES FOR SERVICES:**

- Rapid Test:
  - Antigen Rapid Test EUA Certified -- **\$51.00/each**
- PCR Test -- **\$135.00/each**

\*PCR Test to only be provided when an antigen rapid test comes back positive

Application Addendum – MEDICA COVID 19 Testing Spring 2021

Santa Ana College  
February 16, 2021 – June 4, 2021  
Mondays and Tuesdays - 9:00 a.m. – 4:00 p.m.

This addendum is to clarify testing dates, testing parameters, and set up and resources. Please initial each section to show agreement.

---

**Section I – Testing Dates**

Testing Dates:

February: 16, 22, 23

March: 1, 2, 8, 9, 15, 16, 22, 23, 29, 30

April: 5, 6, 12, 13, 19, 20, 26, 27

May: 3, 4, 10, 11, 17, 18, 24, 25, 31

June 1

\_\_\_\_\_Initial

---

**Section II - Testing Parameters**

1. All testing will be held in the following locations
  - a. Mondays: Area in front of Cook Gym, and near ADA ramp landing and in front of stairs – for any SAC faculty, students, and staff
  - b. Tuesdays: Small Gym, W-107 – Athletics faculty, staff, and students only
2. The testing area will have sufficient social distancing/plexiglass for a SAC staff member to be present to verify that individuals receiving a test are either a staff or student of SAC.

\_\_\_\_\_Initial

---

**Set Up/Resources**

1. Santa Ana College will provide tables and chairs for this event. To be stored inside W-107.
2. Medica will provide their own canopies.
3. Medica staff will set up and break down canopies, tables, and chairs for testing on Mondays.

\_\_\_\_\_Initial

---

**APPLICATION/PERMIT FOR USE OF DISTRICT FACILITIES**

Santa Ana College  
1530 W. 17th Street  
Santa Ana, CA 92706  
(714) 564-6227



Date of Application \_\_\_\_\_

1. \_\_\_\_\_ represented officially by \_\_\_\_\_  
(Name of Organization, Group, Etc.) (Name of owner, producer, etc. MUST BE PRESENT FOR ENTIRE EVENT)

2. Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_ Telephone# \_\_\_\_\_  
Fax #: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Hereby requests the use of the following facilities subject to the rules and regulations on reverse side and the attached insurance requirements (exhibit a), which are made part of conditions under which permission will be granted. The district reserves the right to cancel this permit upon 24-hour notice.

Room	Date(s)	Begin Time	End Time

3. Type of Activity (banquet, meeting, forum, etc.) \_\_\_\_\_ Est. Attendance \_\_\_\_\_  
Admission Fees \$ \_\_\_\_\_ Tax Exempt ID No. \_\_\_\_\_  
Net Proceeds will be used for (be specific): \_\_\_\_\_


4. Set-Up Required (auditorium, tables, etc.): \_\_\_\_\_

5. District Safety/Security Protection Required (at applicant's expense) Yes \_\_\_\_\_ No \_\_\_\_\_

**FACILITY USER agrees that the District makes no representations or warranties as to the condition of the facilities that the FACILITY USER is entitled to use, and FACILITY USER agrees to take such property and facilities "AS IS." FACILITY USER acknowledges that it shall be FACILITY USER's responsibility and obligation to assure that the property and facilities are in proper and safe condition to be used for the purpose anticipated.**

Applicant does hereby covenant and agree that The District, its officers, agents, employees, members or representatives shall not be liable for any loss, damage, injury or liability of any kind to any person or property arising directly or indirectly out of this agreement, including but not limited to user's use of the premises. Nor shall the District be liable for any loss, damage, liability, cost or expense to the property or persons (user's agents, employees, representatives, guests and invitees included) that may arise from use or occupancy of school property. Notwithstanding anything to the contrary contained herein, applicant agrees to defend, indemnify, and hold harmless the District, its officers, employees and agents from any damages of liabilities arising out of or in connection with the use or occupancy of school property.

I do hereby certify that the information stated in the foregoing application is true, that I have read the rules and regulations on the reverse side of this application. I do further certify that the organization on whose behalf I am making application for use of school property does not, to the best of my knowledge, advocate the overthrow of the Government of the United States or the State of California by force, violence or other unlawful means. This statement is made under the penalties of perjury. In executing this declaration, I certify that I have been duly authorized by the herein set forth applicant/organization to act in its behalf in making application for use of said facilities.

SIGNATURE  TITLE President/CEO DATE 2/12/21

.....**DO NOT WRITE BELOW THIS LINE**.....

**TERMS:** 50% of fee payable with application, balances due seven working days prior to use. **PAYMENTS:** Payable to Rancho Santiago Community College District. Failure to comply with the terms will be cause to deny permission.

**FEES:**  
Facility \$ \_\_\_\_\_ (approximate)  
Custodial \$ \_\_\_\_\_ (approximate)  
Safety Officer \$ \_\_\_\_\_ (approximate)  
Miscellaneous \$ \_\_\_\_\_  
Deposit \$ \_\_\_\_\_ BALANCE DUE \$ \_\_\_\_\_

Department Representative \_\_\_\_\_  
District Representative \_\_\_\_\_  
Permit for use: Granted \_\_\_\_\_ Denied \_\_\_\_\_ Date: \_\_\_\_\_



## RULES & REGULATIONS FOR USE OF COLLEGE FACILITIES

Initial

- FF At least one authorized college employee shall be on duty whenever a facility is being used. Such employee shall be in charge of facility use and will report any damage or problems and may request law enforcement support if necessary. The college shall determine when management or skilled college personnel must be present and will assess charges accordingly.
- FF The group or organization using the facilities will be liable for any damage to or destruction of District property. The applicant shall be fully responsible for damage to District property and equipment. Fees will be assessed for all damages and repairs required to restore said facility and equipment to its original condition. The college reserves the right to request a fee deposit from the applicant.
- FF No intoxicants or narcotics are permitted in any form on college property at any time. Any unauthorized use of intoxicants or narcotics by any individual, group or organization, will be reported immediately to the local law enforcement agency and, if necessary, the event will be immediately shut down.
- FF The group or organization contracting for the use of facilities is responsible for preservation of order and enforcement of all regulations pertaining to the use of college facilities.
- FF Parking is enforced 24/7 and vehicles not displaying a valid parking permit will be cited. All groups, organizations, staff and participants shall adhere to posted parking regulations. No parking is allowed on any walkways or sidewalks without prior college approval.
- FF Playing music (live, DJ, recorded or other) is prohibited, unless administratively waived in writing by the campus Vice President of Administrative Services.
- FF Selling or serving food and beverages, or allowing cooking or barbecuing or food brought in from the outside by participants is prohibited, unless administratively waived in writing by the college.
- FF Tobacco use, including electronic cigarettes and/or unapproved nicotine delivery systems, is not permitted in any building, facility, or on campus grounds

### **Special Regulations - All Weather Track Surface and Artificial Turf Field**

- FF 1. Gasoline/diesel or electric carts are NOT to be operated on the track surface or artificial turf field (emergency vehicles excepted).
- FF 2. There shall be no food and/or drinks, sunflower seeds, etc. on any athletic field. Furthermore, there shall be no animals (with the exception of service animals AR344) allowed on campus, in any college facilities or athletic fields.
- FF 2. Heavy equipment, heavy items, stools or any object with sharp or tapered protrusions are not to be used directly on the track or artificial turf field. The permittee must provide plywood or some type of approved protection for the track surface.

All events shall conform to all city, county, and state ordinances and fire regulations. Failure to abide by these rules and regulations constitutes grounds for cancellation of the event and the organization to be barred from any future use.

**In case of emergency, please contact Campus Safety at 714-564-6330**

## EXHIBIT A

Rancho Santiago Community College District

### INSURANCE REQUIREMENTS FOR USE OF FACILITIES

Below are the insurance requirements for the use of Rancho Santiago Community College District facilities.

1. A Certificate of Insurance must be provided for the following: Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limits of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage. **The Rancho Santiago Community College District, its Board, Officers, employees, agents and volunteers are to be named as "Additional Insured" by separate endorsement.**
2. These policies shall be in full force and effect for no less than 48 consecutive hours prior to the date of the activity shown on the Application/Permit for Use of Facilities, and it shall remain in full force and effect for no less than 48 consecutive hours after the termination of the activity.
3. Under "Description of Operations" on the Certificate of Insurance, the information must include the user, date/s and name of event, as well as the facility location.
4. Under "Certificate Holder" it must read:  
  
Rancho Santiago Community College District  
ATTN: Facilities  
1530 W. 17th Street  
Santa Ana, CA 92706
5. The Certificate of Insurance must clearly indicate a typed "Date of Issuance".
6. The Certificate of Insurance **must** be an original (**photocopies will not be accepted**) and come directly from the producer.
7. The Certificate of Insurance must be signed by authorized issuer.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the District.
9. The original Certificate of Insurance should be sent via email to [taylor\\_maria@sac.edu](mailto:taylor_maria@sac.edu) or mailed to:

Santa Ana College  
Maria Taylor/Administrative Services  
1530 W. 17th Street  
Santa Ana, CA 92706