

Los Rios Community College District

PURCHASE ORDER NO B220036

Purchasing: (916)568-3071 * FAX (916) 568-3145
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636
Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Date 06/29/2021	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Method
Reference: 1030169 WRIGHTM HANEYB	Location / Dept 04ADMN	

Supplier: 0000039607
ATVANTAGE LLC
500 N ESTRELLA PKWY STE B2 #475
GOODYEAR AZ 85338

Phone: (213) 373-4282

email: info@theATvantage.com

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

Bill To: LRCCD
Invoice to: acctg-ops@losrios.edu
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 SUBSTITUTE ATHLETIC TRAINER AS NEEDED AT FOLSOM LAKE COLLEGE. FOR TOTAL OF 40 HOURS FROM 7/1/21 TO 6/30/22.	1.00 EA	2,680.00	2,680.00	06/30/2022

(NOT TO EXCEED 40 HOURS AT \$67.00 PER HOUR, PER YEAR.)

PER ITEM #9 OF SERVICE CONTRACT, CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED. EMAIL TO LRCCDPURCHASE@LOSRIOS.EDU. NO HARD COPY.

PY PO #B210201

ATTN: WILL GARCIA

CONTRACT IS FOR SERVICE FROM 7/1/21 TO 6/30/24. ESTIMATED PAYMENT AT \$67.00 PER HOUR, NOT TO EXCEED 40 HOURS PER YEAR. THIS IS FOR YEAR 1 OF 3.
ATVANTAGE, LLC. TO INVOICE FOLSOM LAKE COLLEGE, BILLING TERMS, NET 30.

AUTHORIZED PERSONNEL: WILLIAM GARCIA, MATT WRIGHT, JEANNE CROFF

Sub Total Amount	2,680.00
Sales Tax Amount	0.00
Total PO Amount	2,680.00

BU Acct Fd Org Prog Sub Proj Amount BYear

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



Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good 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.

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Phone: (213) 373-4282

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Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
GENFD 5100 11	FL.VI.KINE 08700 00000 041A	2,680.00				2022

0001030169CHAVEZA21-MAY-2021

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.

<http://www.losrios.edu/purchasing/povalidation>

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
AUTHORIZED SIGNATURE ON
PO TOTAL PAGE

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LOS RIOS COMMUNITY COLLEGE DISTRICT
SERVICE AGREEMENT

(Information on the purchase order and the back of this form are part of this Agreement. Please read this important information.)

No. _____

Attachment to Purchase Order No. _____

This Agreement entered this 27th day of April by and between the Los Rios Community College District (District) and (CONTRACTOR), ATvantage LLC CONTRACTOR No. _____ Social Security No. _____

Business Name (if different) _____ FIN No. 81-4649042

Check One: Sole Proprietorship ___ Partnership ___ Corporation **Check One:** U.S. Citizen ___ Resident Alien ___ Non-resident Alien ___

Telephone No. 213-373-4282 (SSN or FIN No. must be provided for payment)

Address 500 N. Estrella Blvd, Suite B2 #475 City and State Zip Goodyear, AZ 85338

Are you now or have you been an employee of the District? Yes ___ No . If yes, Date _____ Location _____

Are you related to an employee of the District? Yes ___ No . If yes, who _____

GENERAL CONDITIONS:

1. Scope of Work. CONTRACTOR shall perform specific services as set forth below (attach separate schedule if necessary, and reference the attachment). The term of this Agreement is from (date) 7/1/21 to (date) 6/30/24. CONTRACTOR shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality. Provide substitute athletic trainer as needed at Folsom Lake College.

Total of 40 hours at \$67.00 per hour, per year. Spanning 3 years, from 7/1/21 to 6/30/24.

2. Compensation. For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 8,040.00, during the term of this Agreement. Payment of this amount shall be made in accordance with established District payment schedules, and is contingent upon the CONTRACTOR submitting an invoice to the District Accounts Payable Office, and upon receipt of verification of services satisfactorily rendered (receiver) by the appropriate College/District Administrator. Payment terms are: INVOICE
Payment will be mailed to address on purchase order. CONTRACTOR agrees that none of the terms and conditions associated with its acceptance of this Agreement shall apply to, modify, or be incorporated into this Agreement, and the DISTRICT's acceptance of CONTRACTOR's goods, materials, equipment, services and/or labor or other items covered by or delivered under this Agreement shall not constitute acceptance of any additional or different terms and conditions on behalf of CONTRACTOR.

3. Force Majeure. District shall not be liable for, and shall have the option to terminate or suspend this Agreement by written notice to CONTRACTOR upon, any delay or failure of performance hereunder due to any cause beyond the reasonable control of DISTRICT, including, without limitation, acts of God, natural disasters, strikes, disturbances of peace, riots, war, insurrection, acts of terrorism, governmental action, government shutdowns, government issued states of emergency, quarantine restrictions, epidemics, or other emergencies including planned or unplanned closures of the DISTRICT campus for public health, welfare, or safety purposes, which make it inadvisable, excusable, or impossible to perform this Agreement (each, a "Force Majeure Event").

4. Termination. The DISTRICT shall have the right to terminate this Agreement with or without cause. The District may terminate the Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONTRACTOR. In the event of termination for convenience, CONTRACTOR shall immediately cease rendering services and promptly deliver to the DISTRICT copies of all prepared work product, and CONTRACTOR shall only be entitled to payment for hours actually worked and direct costs incurred, plus a 10% mark-up on direct costs incurred, or the pro-rata share of the contract price, whichever is less. The DISTRICT may terminate the Agreement for cause which shall be effective immediately upon written notice. In the event of a termination for cause, CONTRACTOR shall not be entitled to any further payment, if any becomes due, until the Project is completed. The DISTRICT may proceed with the work in any manner deemed proper by DISTRICT, and all the DISTRICT's costs incurred by the District shall be deducted from any sum otherwise due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon completion of the work. The DISTRICT reserves all rights, including all rights to recover damages, inclusive of attorneys' fees, from CONTRACTOR, in the event of a termination for cause.

5. Licenses, Permits, Etc. CONTRACTOR represents and warrants to the DISTRICT that CONTRACTOR has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under this Agreement.

6. Independent CONTRACTOR not Agent.

- a. CONTRACTOR, and its agents and employees, in the performance of this Agreement, shall be independent contractor(s) and no relationship of employer-employee exists between these parties and the DISTRICT.
- b. CONTRACTOR shall be responsible for determining the means, methods, or sequence used to complete the work required under this Agreement. CONTRACTOR shall be responsible for and accountable to the DISTRICT for the final product or service to be provided.
- c. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's employees, assigned personnel and subcontractors.
- d. Except as otherwise provided in this Agreement, CONTRACTOR is qualified to accomplish the work required in this Agreement and the DISTRICT will provide no training to CONTRACTOR.
- e. Except as otherwise provided in this Agreement, CONTRACTOR's ability to market or provide services to any other client shall not be limited by the DISTRICT.
- f. Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
- g. Prior to DISTRICT's acceptance of this Agreement, CONTRACTOR shall (a) identify their status as a sole proprietorship, partnership, or

corporation, and (b) provide the DISTRICT with a copy of IRS Form W-9, Request for Certification of Federal Taxpayer Identification Number.

h. CONTRACTOR agrees that, upon request, CONTRACTOR shall provide any documentation requested by the DISTRICT as evidence that appropriate taxes have been paid. If CONTRACTOR fails to pay appropriate taxes or to provide requested documentation, CONTRACTOR hereby agrees to indemnify the DISTRICT against any penalties and taxes levied against the DISTRICT by a taxing agency, and to reimburse the DISTRICT for such penalties and taxes.

7. **Disqualified Employees.** CONTRACTOR shall ensure that persons who perform services on DISTRICT or College 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. CONTRACTOR shall remove any persons immediately upon receiving notice from DISTRICT of the desire of the DISTRICT for the removal of such person(s).

8. **Indemnification:** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its inspectors, project managers, trustees, officers, agents, employees, affiliates, consultants, subconsultants, volunteers and representatives, and each of them, of and from any and all liabilities, claims demands, suits, causes of action, damages, penalties, infringements of patent rights, violations of employee occupational health and safety laws, costs, expenses, attorneys' fees, losses, property damage, or personal injuries to or death of persons, in law or in equity, of every kind and nature whatsoever, arising out of, alleged to have arisen out of, or relating in any way to any negligent act or omission (including professional negligence, errors and omissions), recklessness or willful misconduct, on the part of CONTRACTOR, or any person or entity for whom CONTRACTOR is responsible, in connection with the work to be performed under this Agreement. CONTRACTORs obligations hereunder shall not include claims which arise as the result of the active negligence of the DISTRICT, or the sole negligence or willful misconduct of the DISTRICT, its agents, servants or others directly responsible to the DISTRICT, or for defects in design furnished by such persons, other than CONTRACTOR and its agents, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR. It is intended that this Article shall comply with California Civil Code § 2782, et seq.

9. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall, at its own expense, maintain in full force insurance as set forth: Commercial General Liability, Auto Liability, Worker's Compensation, and Professional Liability (if a licensed professional). Policy limits for Commercial General Liability shall be \$1,000,000.00 combined single limit per occurrence AND A \$3,000,000.00 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. The DISTRICT shall be named as an additional insured on CONTRACTOR's policies. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT. CONTRACTOR's insurance coverage shall be primary insurance with respect to the DISTRICT. Any insurance or self-insurance maintained by DISTRICT shall be in excess of CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR's insurer shall agree to waive all right of subrogation against the District, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement, CONTRACTOR shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section.

10. **Equal Employment Opportunity.** CONTRACTOR agrees not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, disability, age, veteran status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, or marital status; or citizenship.

11. **Compliance with Laws; Attorneys Fees; Successors.** CONTRACTOR shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. To the extent the work concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code Section 3000 et seq. relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein. This Agreement shall be governed by the laws of the State of California without regard to its choice of law provisions. Venue shall be in the County where the work is performed. In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.

12. **Integration, Amendments.** This Agreement (front & back) and the purchase order constitute the entire Agreement by the parties. No other representations, whether oral or written are part of this Agreement except that the following document(s) are part of this Agreement: _____

_____. All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

13. **Assignment Prohibited.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

14. **General Safety Orders.** All materials, supplies and services sold to DISTRICT shall conform to the general safety orders of the State of California. Except as otherwise provided in this Agreement, all materials must be new and of the best quality of their respective kinds.

15. **Time.** Time is of the essence in this Agreement.

16. **Public Works Projects.** CONTRACTOR must comply with all statutes, regulations, laws, and ordinances applicable to, and governing, California public works projects including, without limitation, all applicable provisions of the Public Contract Code and all requirements regarding the payment of prevailing wages.

17. **Costs.** Except as otherwise provided for in this Agreement, the DISTRICT shall not reimburse CONTRACTOR for any business expenses, surcharges, or other costs.

18. **Work Authorization.** Prior to DISTRICT'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; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. The DISTRICT 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.

19. **Warranty.** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor covered by this Agreement shall conform to the requirements set forth or incorporated into this Agreement 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 covered by this Agreement will be fit and sufficient for the particular purposes intended by DISTRICT. Unless agreed upon otherwise between DISTRICT 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 the DISTRICT; or (c) any warranty period provided under any applicable California law.

20. **Waiver.** CONTRACTOR agrees that a waiver by DISTRICT of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONSULTANT and/or the failure of the DISTRICT to

object to any aspect of the work or services by CONTRACTOR shall not be deemed to be a waiver of any term or condition of this Agreement.

Signature below by CONTRACTOR indicates that all parts of this Agreement have been read, understood and accepted.

Name of CONTRACTOR (Printed) Ginny Garner

Signature of CONTRACTOR *Ginny Garner* Date 04/27/2021

Requisition # _____

DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator GS Form 78:Rev.05/13/2020






ATvantage Service Agreement 070121

Final Audit Report

2021-04-27

Created:	2021-04-27
By:	Jeanne Croff (CroffJ@flc.losrios.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAexj7WKfVbqww3-mYtCZK1hLDZ2dHrSB

"ATvantage Service Agreement 070121" History

-  Document created by Jeanne Croff (CroffJ@flc.losrios.edu)
2021-04-27 - 8:29:44 PM GMT- IP address: 165.196.30.2
-  Document emailed to Ginny Garner (ginny@theatvantage.com) for signature
2021-04-27 - 8:30:22 PM GMT
-  Email viewed by Ginny Garner (ginny@theatvantage.com)
2021-04-27 - 8:32:02 PM GMT- IP address: 66.249.84.136
-  Document e-signed by Ginny Garner (ginny@theatvantage.com)
Signature Date: 2021-04-27 - 9:03:08 PM GMT - Time Source: server- IP address: 97.117.64.29
-  Agreement completed.
2021-04-27 - 9:03:08 PM GMT



POWERED BY
Adobe Sign

CONTRACT PROPOSAL

Folsom Lake College

Athletic Training Services Proposal

Prepared For :

Folsom Lake College

10 College Parkway

Folsom, California 95630

P: E: wrightm@flc.losrios.edu



Create Date : April 28, 2021

Valid Date : May 28, 2021

[Privacy Policy](#)

This proposal has been made exclusively for the organization named within these pages. It is not to be shared or distributed with any person(s) or entity outside of the organization and ATvantage LLC.

ATVANTAGE IS THE PREMIER PROVIDER OF CONTRACT ATHLETIC TRAINERS PROVIDING OPPORTUNE ATs™

ATvantage was birthed in Southern California in the Spring of 2012 by our owner Alisha M. Pennington MS, ATC.

Seeing a need for a database of athletic trainers, she brainstormed to find a way to meet this need has seen the idea snowball into a flourishing company in the past 5 years.

ATvantage is unique in that it was founded and is presided over by an athletic trainer who understands the demands for contract work.

We have expansive networks in California, which allows us to provide resources that are otherwise extremely difficult to come by. We rely on personal relationships with industry professionals for quality athletic trainer referrals.

A primary role of ATvantage is to promote AT's as health care professionals and educate clients about their expertise. In doing so, ATvantage seeks to partner with clients who value the role of the athletic trainer and work alongside them to improve positions year after year. All the while ensuring the client that skilled AT's are being used to fill contract positions.



“ *ATvantage's goal is to foster lasting relationships by having both the client's and athletic trainer's best interests in mind.* ”

WHAT WE DO

In 2017:

- + 14 School Districts, 32 High Schools
- + 100+ ATs
- + 101 Cities
- + Increased College/ University presence
- + Expansion into Arizona & Utah
- + US Soccer Developmental Academy
- + Principal Provider of ATs to Youth Rugby in CA
- + Member of [National STRIVE Award for Youth Safety](#)

WHAT WE ENSURE

CERTIFIED

Graduated from an accredited university

VALIDATED

Certificates from the Board of Certification

PRESCREENED

Verified work history with background checks

INSURED

Insurance is provided by the AT and ATvantage

ABOUT US

SCHOOL DISTRICTS: CURRENTLY SERVING 29 HIGH SCHOOLS IN 11 DISTRICTS



YOUTH SPORT ORGANIZATIONS: STAFFING HUNDREDS OF YOUTH EVENTS YEARLY



COLLEGE/ UNIVERSITIES: CURRENTLY STAFFING 8-11 SITES FOR SUB OR CLUB SPORT NEEDS

OUR CLIENTS



“ *ATvantage's goal is to foster lasting relationships by having both the client's and athletic trainer's best interests in mind.* ”

Mr. Rod Edmiston - District Athletic Director, Elk Grove USD

P: 916.793.2674
E: dedmisto@egusd.net
A: 9510 Elk Grove Florin Rd. Elk Grove, CA 95624

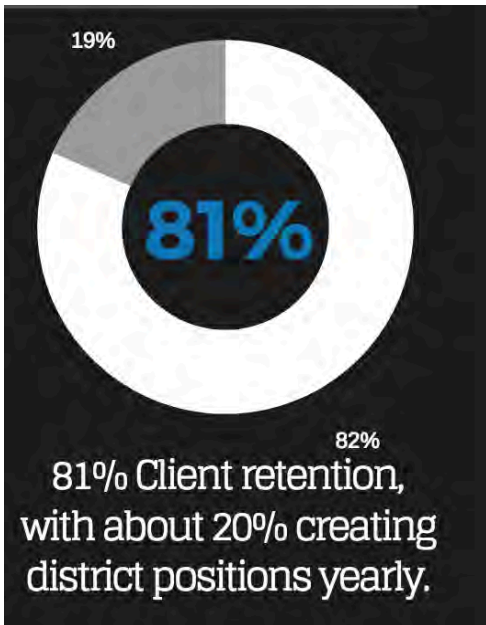
Mr. Chris Schiermeyer - Assistant Superintendent, San Lorenzo Valley USD

P: 831.336.9672
E: cschiermeyer@slvusd.org
A: 7105 Hwy 9, Felton, CA 95018

Ms. Kelly McAmis - Assistant Superintendent, Garden Grove USD

P: 714.663.6222
E: kmcamis@ggusd.us
A: 10331 Stanford Ave. Garden Grove, CA 92840

FEATURED REFERENCES



Folsom Lake College	Rate	Hours	Subtotal
<input type="checkbox"/> 1 Year Contract Option - Up to 40 hours of Substitute AT Services - 3 weeks notice for staffing needs required	\$70	40	\$2,800
<input checked="" type="checkbox"/> 3 Year Contract Option -Up to 40 hours of Substitute AT Services each year for 3 years. - 3 weeks notice for staffing needs required * no rate increase for for the duration of this specific contract.	\$67	40	\$2,680
Total			\$2,680

PROPOSAL DETAILS

All estimates are written with the Client's requests in mind, however, they include an additional 10-15% of hours in an attempt to account for overages. It is our experience that this additional percentage often prevents increased PO's or other accounting needs on the backend, should the Client need just a few more additional hours to satisfy their needs. All estimates are "up to" amounts, with the client only being charged for hours used, not necessarily those estimated in the agreement.

ATvantage attempts to include all necessary hours in a single proposal to be more efficient and decrease workload on both parties in avoidance of re-writing for an additional hours. Client should attempt to include as many dates/ events as possible in the single proposal, potentially estimating higher, knowing all the hours may not be used.

ATvantage requests at least 3 weeks notice of all events or coverage needs. If this proposal is being agreed upon within a three week window, the possibility of securing coverage is reduced, unless otherwise stated.



ATVANTAGE AGREEMENT

This ATVantage Agreement (the "Agreement") is made on 7/2/2021 (the "Effective Date") by and between Folsom Lake College (the "Principal"), and ATVantage LLC, a limited liability company (the "Agent" or "ATvantage") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Principal wishes to appoint the Agent as its agent who is uniquely qualified and experienced to furnish independently contracted certified athletic trainers (each an "Athletic Trainer" or "AT"); and

WHEREAS, the Agent agrees to accept such appointment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and representations contained in this Agreement, the Parties hereby agree as follows:

1. PURPOSE; APPOINTMENT.

The Principal hereby appoints the Agent as its agent for the purpose of assigning an independent contractor certified athletic trainer for the Principal. Responsibilities as they may relate to sports medicine practices, specifically the prevention, evaluation, intervention, and/ or treatment of athletic injuries hereto (the "Duties") in such a manner as the Principal may hereafter instruct. The Agent hereby accepts the appointment and agrees to perform the Duties and act as the Principal's agent in accordance with the terms and conditions of this Agreement.

2. TERM.

This Agreement shall become effective as of 7/1/2021 and, unless otherwise terminated in accordance with the provisions of Section 10 of this Agreement, shall be for one year, and automatically renew for successive one (1) year periods thereafter, unless either Party gives written notice pursuant to Section 10 that the Agreement is to terminate (the "Term"); provided, however, that in no event shall this Agreement remain effective for longer than three (3) years.

As used in this Agreement, the word "Term" shall mean the full term of the Agreement, as it may be extended pursuant to this Section 2 or otherwise.

3. RESPONSIBILITIES; SCOPE OF AUTHORITY.

The Agent shall not represent itself as having any powers except those specified in this Agreement. Without limiting the foregoing, the Agent shall not have authority to provide contract services for any personnel outside of certified athletic trainers contracted with the Agent; or otherwise obligate the Principal in any way except as stated in this Agreement or otherwise specifically authorized in writing by the Principal.

4. TERRITORY.

The Territory of the Agent shall not be limited.

5. COMPENSATION.

This engagement will be conducted on a Time & Service basis. The total value for the Services pursuant to this contract shall not exceed \$2,680.00 unless otherwise agreed to by both parties. Invoices will be sent for services rendered and payment is due within 14 days of receipt of any invoice.

6. TAXES.

(a) Agent is solely responsible for its own taxes. The Agent acknowledges that the Agent is not the Principal's employee and that the Agent is solely responsible for reporting and paying any tax or other cost assessed on the basis of the Principal's payment of compensation to the Agent under this Agreement.

(b) Principal will not withhold taxes. The Agent acknowledges and agrees that the Principal will not withhold any amount of compensation for the Agent's taxes, including but not limited to income tax, social security and Medicare tax, workers' compensation taxes or costs, unemployment compensation taxes or costs, or any other tax, cost, fee, or charge related to the Agent's compensation for services under this Agreement.

7. EXPENSES.

Each Party shall be responsible for all of its own expenses incurred while performing services under this Agreement, unless otherwise stated.

8. RECORDS.

During the Term and for a period of three (3) years thereafter, the Agent shall maintain complete and accurate books and records with respect to the performance of its Duties hereunder, which books and records shall include (but not be limited to) copies of orders and confirmations thereof, invoices, invoice approvals, supporting documentation, shipping and payment records, and injury report documentation. The Principal shall have the right to inspect and/or obtain copies of the Agent's books and records with respect to the Agent's Duties or the performance thereof under this Agreement upon reasonable prior written notice to Agent.

Site Athletic Trainer will furnish proof of hours used after as requested by their Athletic Director and/or Site Administrator.

9. DISCLOSURE OF STUDENT INFORMATION

1. The Parties understand and agree that, in order for the Agent to effectively provide the Duties as described herein, the Agent may have access to and/or generate information that may be considered confidential student information, subject to the protections of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085.
2. Whereas parental consent is generally required in order for a school district to disclose confidential student information, an exception exists wherein a school district may disclose confidential student information to a contractor or consultant, such as the Agent, with a legitimate educational interest who has a formal written agreement or contract with the school district regarding the provision of outsourced institutional services or functions by the contractor or consultant. (Ed. Code, § 49076, subd. (a)(2)(G)(i).)
3. The Agent will be furnishing qualified personnel to provide athletic training services that would otherwise be performed by employees of the Principal, and is thus considered a "school official" for purposes of 34 CFR §99.31(a)(1)(i) and Education Code section 49076, subdivision (a)(2)(G)(i).
4. The Agent and/or its employees/ and or independent contractors shall not disclose personally identifiable student information to any other party without the consent of the parent or adult student.
5. The Agent and/or its employees/ and or independent contractors shall not use student information for any other purpose than the scope of work described herein.
6. The Agent shall permit the Principal access to any relevant records for purposes of completing authorized audits.
7. The Agent is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation). Agent shall direct Students, and Instructors providing supervision at the Agent as part of the Program, to comply with the policies and procedures of the Agent, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agent's protected health information, the Students and Instructors are defined as members of the Agent's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agent. The Principal will never access or request to access any Protected Health Information held or collected by or on behalf of the Agent by a Student or Instructor who is acting as part of the facility's workforce.

10. INSURANCE.

The Agent must maintain general liability, professional liability, errors and omissions insurance or bonds in amounts of \$1 million/incident, \$3 million in the aggregate. The Agent must provide the Principal with proof of insurance on the Principal's request and must immediately notify the Principal in writing if the Agent's insurance terminates, is cancelled, suspended, or changes materially, including but not limited to a change in the amount of insurance.

The Principal must maintain general liability, professional liability, errors and omissions insurance or bonds in amounts of \$1 million/ incident, \$3 million in the aggregate. The Principal must provide the Agent with proof of insurance on the Agent's request and must immediately notify the Agent in writing if the Principal's insurance terminates, is cancelled, suspended, or changes materially, including but not limited to a change in the amount of insurance.

The independent contractor athletic trainer will undergo Live Scan fingerprinting and/or TB testing prior to reporting to the contract site and results will be transmitted to the district, if required, at the sole expense of the Principal.

11. TERMINATION.

This Agreement may be terminated:

1. By either Party on provision of thirty (30) days written notice to the other Party, with or without cause.
2. By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within thirty (30) days of receipt of written notice thereof.
3. By the Principal at any time and without prior notice, if the Agent is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Principal, or is guilty of serious misconduct in connection with performance under this Agreement.
4. By the Agent at any time and without prior notice, if the Principal (or the Principal's representatives) is/are convicted of any crime or offense, fails or refuses to comply with any applicable laws, rules, regulations or policies, or is guilty of serious misconduct in connection with performance under this Agreement.

Following the notice of termination of this Agreement for any reason, the Principal shall promptly pay the Agent according to the terms for its performance of Duties before the effective date of the termination.

12. AMENDMENTS.

This Agreement may be amended only with the unanimous written consent of both Parties.

13. PARTIES' REPRESENTATIONS AND WARRANTIES.

The Parties hereby represent and warrant that:

1. Authority. Each Party is a legally existing entity with the authority to enter into this Agreement.
2. Compliance with Law. Each Party warrants that it has complied and will comply fully with all applicable laws, regulations, statutes, and ordinances.

14. INDEMNIFICATION.

2. Compliance with Law. Each Party warrants that it has complied and will comply fully with all applicable laws, regulations, statutes, and ordinances.

14. INDEMNIFICATION.

Each Party will indemnify, hold harmless, and defend the other Party from and against any and all claims, litigations, losses, liabilities, costs, and other expenses incurred as a result of a material breach of the terms of this Agreement, any act, error, or omission of the other Party.

15. USE OF TRADEMARKS.

Each Party grants the other Party a non-exclusive, limited license to use each other's name and logo with respect to promotion of the business relationship between the Parties. For example, Agent may use Principal's name and logo in its promotional material that it may present to other clients or potential clients, and Principal may use Agent's name and logo in any of its own material that it presents to parents, other students/participants.

The Parties recognize the right, title, and interest in and to all service marks, trademarks, and trade names used by the Parties and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Parties right, title, and interest therein, nor shall the Parties cause diminishment of the value of said trademarks or trade names through any act or representation. The Parties shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise.

16. RELATIONSHIP OF PARTIES.

The Agent is an independent contractor and is not an employee or partner of the Principal.

17. ASSIGNMENT.

Neither Party may assign this Agreement or any interest herein without the other Party's express prior written consent.

18. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

19. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

20. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Principal:	If to the Agent:
Folsom Lake College	ATvantage Athletic Training
10 College Parkway	500 N Estrella Parkway St. B2 #475
Folsom, California 95630	Goodyear, AZ 85338

21. GOVERNING LAW; VENUE; ATTORNEY'S FEES.

This Agreement shall be governed by the laws of the state of Arizona, without regard to its conflicts of law provisions. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled. Venue for any cause of action arising will be in Maricopa County, Arizona.

22. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

23. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, (i) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision and (ii) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect.

24. ENTIRE AGREEMENT.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, (i) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision and (ii) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect.

25. HEADINGS.

The headings of sections in this Agreement are provided for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement or any section.

26. ARBITRATION

The Parties agree that any dispute or controversy arising out of this Agreement shall be settled by Arbitration to be held in the state of Arizona, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Parties shall each pay one-half of the costs and expenses of such arbitration, and the non-prevailing Party shall pay all of the prevailing Party's reasonable counsel fees and expenses.

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



PRINCIPAL	AGENT
Folsom Lake College	ATvantage, LLC
 Name: Matt Wright	 Name: Alisha M. Pennington
Title: Dean/Athletic Director	Title: Owner/Operator
Date: Not yet accepted	Date: April 28, 2021

Exhibit A

Duties & Specifications

Scope of Work

ATvantage sources, interviews, places, and maintains the status of the athletic trainer throughout the length of the contract. We work alongside each individual site to understand their unique needs & desires for an athletic trainer, while educating them on necessary understandings in anticipation for their new staff member.

Athletic trainer are defined by the National Athletic Trainers' Association as "highly qualified, multi-skilled health care professionals who collaborate with physicians to provide preventative services, emergency care, clinical diagnosis, therapeutic intervention and rehabilitation of injuries and medical conditions. Athletic trainers work under the direction of a physician as prescribed by state licensure statutes." Any athletic trainer staffed by ATVantage will work within their scope of practice, as deemed by the Board of Certification, their level of professional training, and the state practice act, where applicable.

Agent Responsibilities:

- ATVantage will conduct a DOJ 7 year background check on all contracted athletic trainers prior to being scheduled for coverage. Livescan and/or TB testing can be accommodated, when requested, and will be the sole expense of the Principal.
- ATVantage requires that all contracted athletic trainers have active professional liability (E&O) insurance as well as certifications for CPR, AED, and First Aid.
- ATVantage requires that all athletic trainers are certified and in good standing with the Board of Certification and state licensure (if applicable).
- ATVantage will provide the Principal with the contracted Athletic Trainer's contact information prior to coverage.
- ATVantage carries professional liability insurance for athletic trainers and company for entire duration of contract.
- ATVantage reasonably endeavors to provide a provide a single or as few athletic trainers as possible for the duration of sub coverage. ATVantage recognizes both the convenience & continuity of care for both parties in using a single athletic trainer or as few as possible to create the sub coverage needed.

Athletic Trainer Responsibilities:

- Athletic Trainer will be responsible for own transportation to and from events, unless otherwise noted or requested by the Principal.

- Athletic Trainer will be available during all hours as outlined in this proposal, typically the hours indicated for needs of coverage should include any pre or post coverage or care. If the hours provided for event coverage do not include pre or post care, Athletic Trainer will arrive 30 minutes prior and remain for up to 30 minutes post in order to care for injuries, as needed.
- Athletic Trainer will provide care for all athletes equally.
- Athletic Trainer may arrive with their own medical kit, however the Principal and particularly the permanent athletic trainer at the facility, is expected to provide at their sole cost and expense majority of supplies, including but not limited to a kit, as defined in Principal responsibilities.
- Athletic Trainer will work within their scope of practice, professional level of training, and/ or state practice acts, where applicable.
- Athletic trainer will be responsible for the acute and emergency medical treatment and response to participants while present at event. They will provide taping, treatment, and consultation of non-acute injuries as time permits, at their discretion.
 - Athletic Trainer reserves the right to further limit their scope of services as they see fit; especially in the event of inclement weather, large numbers of participants with limited AT access, or lack of preparation on behalf of the Principal.

Principal Responsibilities:

- Required to provide an Emergency Action Plan prior to coverage for their event. If your organization does not have one, please complete a [template here](#) and download for attachment in correspondence with the Athletic Trainer.
- Facilitate communication between ATVantage and other members leading up to and during contract dates to ensure appropriate coverage.
 - Including but not limited to a designated person within the organization as a primary point of contact, phone number and email address for this contact person, communication of scheduling needs at least 3 weeks prior to requested coverage, notice of any schedule changes or inclement weather conditions, and shared contact information with any personnel for day of event.
- Provide support of ATVantage athletic trainers and staff with healthy work environment.
 - Including but not limited to acknowledgment of the athletic trainer as an allied healthcare professional, a designated workspace or location for the athletic trainer upon arrival, protection of their professional opinion in how it may relate to communication with coaches or parents, and overall recognition of their role onsite while providing care.
- Provide supplies, at their sole cost and expense, necessary for athletic trainer to perform duties & a designated space for the Athletic Trainer to work.
 - Supplies to be defined as any materials normally used by the Permanent Athletic Trainer at the site, including but not limited to a medical kit, first aid supplies, taping supplies, table, and coolers.
- Complete a [Sub Coverage Form](#) prior to each different event requiring sub needs.

- Any details not covered in this form, including but not limited to specific taping needs of athletes, nuances of the campus, or other pertinent information please be sure to forward to the sub athletic trainer prior to coverage.

Accounting and/ or Purchasing Department Contact Information:

Is PO required to render services? If Yes, complete Purchasing information.

Name & Title of Accounting Contact	Name & Title of Purchasing Contact
Phone Number	Phone Number
Email Address	Email Address

By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit A.
 Dated: Not yet accepted

PRINCIPAL	AGENT
Folsom Lake College	ATvantage LLC
	
Name: MattWright	Name: Alisha M. Pennington
Title: Dean/Athletic Director	Title: Owner