

**LOS RIOS COMMUNITY COLLEGE DISTRICT**

**PURCHASE ORDER NO B118747  
CHANGE ORDER**

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

<b>Date</b> 11/06/2017	<b>Revision</b> 4 - 06/21/2018	<b>Page</b> 1
<b>Payment Terms</b> NET 30	<b>Freight Terms</b> Shipping Point	<b>Ship Via</b> Best Metho
<b>Reference:</b> 1010310 WRIGHT M		<b>Location / Dept</b> 04ADMN

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

**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:** 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	041A - BLANKET PURCHASE ORDER FOR SUBSTITUTE ATHLETIC TRAINING AS NEEDED AT FOLSOM LAKE COLLEGE. TOTAL OF 36 HOURS FROM: OCTOBER 1, 2017 - JUNE 30, 2018	1.00 EA	6,037.00	6,037.00	05/01/2018
2- 1	696A - BLANKET PURCHASE ORDER FOR SUBSTITUTE ATHLETIC TRAINING AS NEEDED AT FOLSOM LAKE COLLEGE. TOTAL OF 36 HOURS FROM: OCTOBER 1, 2017 - JUNE 30, 2018	1.00 EA	866.00	866.00	06/21/2018

PER SERVICE AGREEMENT 45395

FOR SERVICE FROM 10/01/17 - 06/30/2018  
ESTIMATED PAYMENT \$55 PER HOUR  
ATVANTAGE, LLC TO INVOICE FOLSOM LAKE COLLEGE, PAYMENT TERMS, NET 30

AUTHORIZED PERSONNEL:  
MATT WRIGHT  
WILLIAM GARCIA  
JEANNE CROFF

04/12/2018 PER J HARMAN - INCREASE PO BY \$1,000.00 - NEW PO TOTAL OF \$2,980.00 - NTS

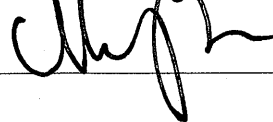
04/26/2018 PER J HARMAN - INCREASE PO BY \$1,760.00 - NEW PO TOTAL OF \$4,740.00 - NTS

05/24/2018 PER J HARMAN - INCREASE PO BY \$860.00 - NEW PO TOTAL OF \$5,600.00 - NTS

06/21/2018 PER J HARMAN - INCREASE LINE 1 BY \$437.00 - NEW LINE TOTAL OF \$6,037.00 - ADD LINE 2 "BLANKET PURCHASE ORDER FOR SUBSTITUTE ATHLETIC TRAINING AS NEEDED AT FOLSOM LAKE COLLEGE. TOTAL OF 36 HOURS FROM: OCTOBER 1, 2017 - JUNE 30, 2018" FOR \$866.00 - CHARGED TO GEDFD 5100 12 FL.VI.KINE 08700 00000 2018 696A - NEW PO TOTAL OF \$6,903.00 - NTS

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

**LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO B118747  
CHANGE ORDER**

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145  
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Date	Revision	Page
11/06/2017	4 - 06/21/2018	2
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1010310 WRIGHT M	04ADMN	

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

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

**Phone:** (213) 373-4282

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United States

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

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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<b>Sub Total Amount</b>	6,903.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	6,903.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VI.KINE	08700	00000	041A	6,037.00	2018
GENFD	5100	12	FL.VI.KINE	08700	00000	696A	866.00	2018

0001010310KIRKLINK30-OCT-2017

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

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

Addition to Terms and Conditions/Revised 01/26/18

23. CERTIFICATION: CONTRACTOR warrants that it is not debarred or suspended, proposed for debarment or declared ineligible for award of contracts by any Federal, State or local Agency.

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## Change Order Request

(One PO per Change Order Request)

PO # B118747

Request Date: 5/24/18

College/Dept.: KHAN

Vendor Name ATVANTAGE

Increase Blanket Purchase Order Line # 1 by \$860.00

New PO Total = \$5600.00

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

**PURCHASE ORDER NO B118747  
 CHANGE ORDER**

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

<b>Date</b>	<b>Revision</b>	<b>Page</b>
11/06/2017	2 - 04/26/2018	1
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>
NET 30	Shipping Point	Best Metho
<b>Reference:</b>	<b>Location / Dept</b>	
1010310 WRIGHT M	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:** 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 TRAINING AS NEEDED AT FOLSOM LAKE COLLEGE. TOTAL OF 36 HOURS FROM: OCTOBER 1, 2017 - JUNE 30, 2018	1.00 EA	4,740.00	4,740.00	05/01/2018

PER SERVICE AGREEMENT 45395

FOR SERVICE FROM 10/01/17 - 06/30/2018  
 ESTIMATED PAYMENT \$55 PER HOUR  
 ATVANTAGE, LLC TO INVOICE FOLSOM LAKE COLLEGE, PAYMENT TERMS, NET 30

AUTHORIZED PERSONNEL:  
 MATT WRIGHT  
 WILLIAM GARCIA  
 JEANNE CROFF

04/12/2018 PER J HARMAN - INCREASE PO BY \$1,000.00 - NEW PO TOTAL OF \$2,980.00 - NTS

04/26/2018 PER J HARMAN - INCREASE PO BY \$1,760.00 - NEW PO TOTAL OF \$4,740.00 - NTS

<b>Sub Total Amount</b>	4,740.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	4,740.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VI.KINE	08700	00000	041A	4,740.00	2018

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## Change Order Request

(One PO per Change Order Request)

PO # B118747

Request Date: 4/11/18

College/Dept.: KHAN

Vendor Name ATVANTAGE

Increase Blanket Purchase Order Line # 1 by \$1,760.00

New PO Total = \$4,740.00

COMMENTS: Per Matt Wright

**LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO B118747  
CHANGE ORDER**

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Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1010310 WRIGHT M	04ADMN	

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GOODYEAR AZ 85338

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AUTHORIZED PERSONNEL:  
MATT WRIGHT  
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JEANNE CROFF

04/12/2018 PER J HARMAN - INCREASE PO BY \$1,000.00 - NEW PO TOTAL OF \$2,980.00 - NTS

Sub Total Amount	2,980.00
Sales Tax Amount	0.00
Total PO Amount	2,980.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VI.KINE	08700	00000	041A	2,980.00	2018

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## Change Order Request

(One PO per Change Order Request)

PO # B118747

Request Date: 4/11/18

College/Dept.: KHAN

Vendor Name ATVANTAGE

Increase Blanket Purchase Order Line # 1 by \$1,000

COMMENTS: Per Jeanne Croff

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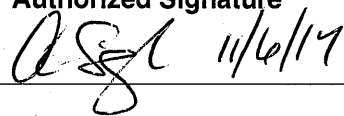
<b>Sub Total Amount</b>	1,980.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	1,980.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VI.KINE	08700	00000	041A	1,980.00	2018

0001010310KIRKLINK30-OCT-2017

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## LOS RIOS COMMUNITY COLLEGE DISTRICT

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

### PURCHASE ORDER TERMS AND CONDITIONS

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



LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET  
(Except for Grants & Categorical Contracts)

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

Agreement/Contract With: ATVantage, LLC

State the business terms of agreement: Temp athletic training services as needed.

(Employment Agency - Specializing in providing temp Athletic Trainers)

This agreement consists of the following documents: ATVantage contract service agreement, ind. contractor vs emp. checklist, conflict of interest

Funding Source: Temp. training funding Amount \$ not to exceed \$1,980.00

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

By: [Signature]  
*Area Manager/Supervisor*  
Matt Wright  
*(Print Name)*

Date: 10/26/17

College VPA, DO, FM, Director  
*I approve as to Substance*

By: [Signature]  
*(Print Name)*

Date: 10/30/17

General Services

By: \_\_\_\_\_  
*Director, General Services*

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

General Counsel *(When necessary)*

- Changes necessary as specified on the document or on the attached memorandum.
- Approved as to form.

By: \_\_\_\_\_  
*General Counsel*

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

Los Rios Community College District

By: \_\_\_\_\_  
 *Vice Chancellor, Fin. & Admin.*  *Vice Chancellor, Ed & Tech.*

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



# Requisition

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

**Phone:** (213) 373-4282  
**email:** info@theATvantage.com

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

<b>Business Unit:</b> GENFD		<b>APPROVED</b>
Req ID:	Date	Page
0001010310	10/26/2017	1
Requisition Name: ATVANTAGE		
Requester Matthew Wright		
Requester Signature		
Buyer: Nicholas Shewmaker		
Approved: KIRKLINK 30-OCT-2017		
Entered By: M.J      26-OCT-2017		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	BLANKET PURCHASE ORDER FOR SUBSTITUTE ATHLETIC TRAINING AS NEEDED AT FOLSOM LAKE COLLEGE. TOTAL OF 36 HOURS FROM: OCTOBER 1, 2017 - JUNE 30, 2018	1	EA	1,980.00	1,980.00	10/30/2017

Total Requisition Amount:      1,980.00

FOR SERVICE FROM 10/01/17 - 06/30/2018  
 ESTIMATED PAYMENT \$55 PER HOUR  
 ATVANTAGE, LLC TO INVOICE FOLSOM LAKE COLLEGE, PAYMENT TERMS, NET 30

AUTHORIZED PERSONNEL:  
 MATT WRIGHT  
 WILLIAM GARCIA  
 JEANNE CROFF

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5100	11	FL.VI.KINE	08700	00000	041A	1,980.00

<b>Approval Signature</b>	<b>Approval Signature</b> <i>Nicholas Shewmaker</i> 10/30/17	<b>Approval Signature</b>
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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. 45395

Attachment to Purchase Order No. \_\_\_\_\_

This Agreement entered this 26<sup>th</sup> day of OCTOBER 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 NESTRELA BLVD STE 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) 10.26.2017 to (date) 10.30.2018. 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 TRAINING AS NEEDED AT FOLSOM LAKE COLLEGE.  
✓ TOTAL OF 36 HRS SPANNING 17-18 FY

2. **Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 1,980.00, 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. **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.

4. **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.

5. **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.

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

Name of CONTRACTOR (Printed) GINNY GARNER, MA, ATC

Signature of CONTRACTOR \_\_\_\_\_ Date 10/26/2017 Requisition # 0001010310

DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator



**LOS RIOS COMMUNITY COLLEGE DISTRICT**

1919 Spanos Court, Sacramento, CA 95825

Phone (916) 568-3071 FAX (916) 568-3145

Purchasing Department

lrccdpurchase@losrios.edu



Sacramento City College

American River College

Cosumnes River College

Folsom Lake College

**CONFLICT OF INTEREST STATEMENT**

This is to certify that the undersigned employee(s) has/have no economic interests which may foreseeably be materially affected by having participated in the development of the specifications for service, equipment and/or material represented by the referenced requisition.

*(Pursuant to District Regulation R-8323 and District Policy P-8611*

*This form must be signed and submitted with the Purchase Requisition (GS Form 127) for those transactions listed below.)*

- ❖ Sole Source
- ❖ Professional Service Agreements

- ❖ Service Agreements (GS Form 78: Rev. 2/2012)
- ❖ Selection Committee Recommendations (formal process)

**READ CAREFULLY BEFORE SIGNING:**

*[Signature]*

*10.26.17*

\_\_\_\_\_  
Employee/Date

\_\_\_\_\_  
Selection Committee Member/Date

\_\_\_\_\_  
Requisition Number

\_\_\_\_\_  
Selection Committee Member/Date

\_\_\_\_\_  
Selection Committee Member/Date

\_\_\_\_\_  
Selection Committee Member/Date

\_\_\_\_\_  
Selection Committee Member/Date

\_\_\_\_\_  
Selection Committee Member/Date

**OFFICIAL USE ONLY:**

PURCHASE ORDER#	
BUYER/DATE:	



**LOS RIOS COMMUNITY COLLEGE DISTRICT  
INDEPENDENT CONTRACTOR vs. EMPLOYEE CHECKLIST**

This questionnaire is to be used to determine if an individual is an independent contractor or employee. The individual should be consulted where necessary to answer all questions. If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, checklist, and any explanatory attachments. The contract will not be valid until a Purchase Order is issued, and no agreements should be made nor should work commence before that time. Due consideration should be given to all questions, since the penalty to the originating department for misclassification is approximately 50% of the contract amount. For more information see the District Purchasing Guide. If you have any questions or require assistance, please contact the Director, Accounting Services at the District Office.

- |  | <u>Y</u>                 | <u>N</u>                            |
|--|--------------------------|-------------------------------------|
| 1. Has this person ever been employed by the District? If so, please explain when and in what capacity _____.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Does the work include teaching, training, facilitating, counseling, curriculum development, workshops, seminars, or any other function related to education? If so, please explain _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Will the District exercise any control, direction or supervision of the contractor? If so, please explain _____.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to any of the above questions is "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why, and continue to question #4. If the answer to all of the above questions is "No", continue to question #4.

- |   |                          |                                     |
|---|--------------------------|-------------------------------------|
| 4. Must this individual perform the services (as opposed to the individual subcontracting or assigning the work to others)? Please explain to what extent the individual may or may not hire/subcontract others to do the work _____. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Has this individual worked for the District as an independent contractor in the past? If so, please explain the nature of past services (for what period, continuous vs. intermittent, how many hours, etc.) _____.                | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Can the contractor quit for any reason other than the District's breach of contract?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Can the District terminate the contract for any reason other than the contractor's breach of contract?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to three or more of these questions 4 through 7 are "Yes" this person should be classified as an employee. If you believe that independent contractor status can still be justified, please attach a statement explaining why and continue to question #8.

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| 8. Does the individual operate an independent trade or business, offering these same services to the general public? If so, please ask the individual what proportion of their annual revenues are obtained from the District:<br>Less than 25%-____ Between 25% & 50%____ Over 50 %____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Does this individual have a substantial investment in his/her business, maintain facilities, own/rent equipment, etc.?  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Does the individual provide all materials, supplies, and support services necessary for performance of this service? If no, please explain _____.  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Does the individual bear the cost of any travel and business expenses incurred to perform this service (no District reimbursement)?  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to questions 8 through 11 is "Yes", and the answer to questions 1 through 7 is "No", this individual can be classified as an independent contractor.

The above information has been compiled and reviewed per District Guidelines:

Originator: MATT WRIGHT Date: 10.26.17



LOS RIOS COMMUNITY COLLEGE DISTRICT  
Service Agreement Certification Form

Requisition No 0001010310  
 Description of Services TEMP ATHLETIC TRAINING  
Agency provides employee  
services for temp/qualified  
Athletic Trainers

As of January 1, 2003, Education Code Section 88003.1 restricts the District's ability to contract for services. Before a requisition can be processed, the following certificate must be completed indicating that the required service meets the Ed Code criteria.

**Section I**

The requisition will not go forward for processing unless you answer yes to at least one of the questions below:

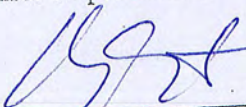
- |  | Yes                                 | No                                  |
|--|-------------------------------------|-------------------------------------|
| 1. Is this a continuing Service Agreement that was in place before January 1, 2003?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. The Legislature has specifically mandated or authorized the service to be contracted out.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. The necessary services are either unavailable within the District workforce, cannot be satisfactorily performed by employees, or are very highly specialized. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. The services are incidental to a contract for the purchase of real or personal property, for example a service contract for office equipment.                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5. Contracting out is necessary to avoid a conflict of interest or other legal problem, or where an outside perspective is needed.                               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 6. The service is needed to respond to an emergency. The contract shall be no longer than sixty days.  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by District staff.                       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 8. The services are so urgent, temporary or occasional that the delay in the District's hiring process would frustrate the purpose.                              | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

**Section II**

If the services do not fall within one of the above exceptions, the requisition will not go forward unless you answer yes to all of the following questions:

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 1. There clearly will be actual overall cost savings.  | <input type="checkbox"/> | <input type="checkbox"/> |
| a. The District must consider the salaries and benefits of additional staff and the cost of additional space, equipment and materials. | <input type="checkbox"/> | <input type="checkbox"/> |
| b. The District shall not include the District's indirect overhead costs, unless those costs would be exclusively caused by the work.  | <input type="checkbox"/> | <input type="checkbox"/> |
| c. The District shall include the District's costs of supervising, inspecting or monitoring the contractor.                            | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The services are not being contracted out solely to save money.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The contract does not cause the displacement of District employees.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The savings must be large enough that market fluctuations will not tip the balance.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. The amount of savings must clearly justify the size and duration of the contract.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. The contract must be publicly bid.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The contract includes specific qualifications of the staff that will perform the work and includes nondiscrimination provisions.    | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. There is minimal risk of contractor rate increases.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The contract is with a firm.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. The potential economic advantage of contracting out is not outweighed by the public interest in having the work done in-house.     | <input type="checkbox"/> | <input type="checkbox"/> |

If the services do not qualify under Section I or II, then the services must be completed by District staff and the requisition cannot be processed.

Certified by:   
 (Dean or other Authorized Signature)

Date: 10.26.17



# CONTRACT PROPOSAL

## Folsom Lake College

Athletic Training Services Proposal

Proposal No : 001/CC

Prepared For :

**Folsom Lake College**

10 College Parkway

Folsom, California 95630

P: 530-680-9291 E: wrightm@flc.losrios.edu



**Create Date :** October 26, 2017

**Valid Date :** November 02, 2017

### 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 2016:**

- + 8 School Districts
- + 26 High Schools
- + 101 Cities
- + over 80 ATs
- + Expansion into Northern California
- + Expansion into San Diego
- + 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 barred by the AT and ATvantage

**ABOUT US**



### **Alisha, Owner**

Has a serious passion for the craft of athletic training and she wants to change the landscape of her profession for the better. She is always interested in connecting and creating new relationships.

m

### **Ginny, Manager**

Has been a certified athletic trainer for nearly a decade and has taught sports medicine classes in the high school setting. She has a focus on hollistic healing for her athletes and a passion for helping other ATs succeed.

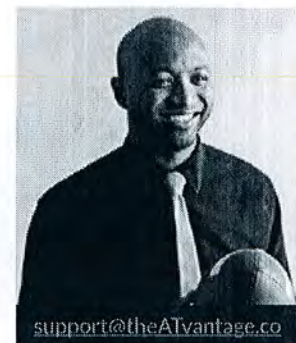


### **Sandra, HR**

Has served as a Human Resources manager for over 15 years for multiple large companies. Personal relationships are of great significance, as she possesses an inclination towards team building and connecting with others.

### **Maurice, Systems & Tech**

A self-motivated, creative and resourceful individual who is passionate about efficiency and identifying the why. He is constantly seeking the next best innovation and finding effective ways to learn and grow.



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**OUR TEAM**



SCHOOL DISTRICTS

AUGUST 2012 - PRESENT



Baldwin Park  
Unified School District



PRIVATE ORGANIZATIONS

NOVEMBER 2013 - PRESENT



UNIVERSITIES

SPRING 2013 - FALL 2016



OUR CLIENTS

- + Currently serving 26 high schools in 8 school districts on 10-12 month basis
- + Managed to increase growth year-over-year with 7-11 new schools
- + Staffing 1,000+ youth rugby events all over California

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

Details: Contract began Fall 2016, 500 hours @ 9 high schools

Ms. Alex Williams - *Executive Director, SoCal Youth Rugby*

P: 415.336.7981

E: awilliams@socalyouthrugby.org

A: 40 Bonita Road Chula Vista, CA 91910

Details: Contract began Fall 2015, 400 matches over 300 sq miles

## FEATURED REFERENCES

Mr. Steven Howard - *Athletic Director, Bolsa Grande HS, GGUSD*

P: 714.272.2947

E: showard@ggusd.us

A: 10331 Stanford Ave Garden Grove, CA 92840

Details: Contract began Fall 2015, 780 hours @ 7 high schools

Mr. Dale Miller - *District Athletic Trainer, Anaheim Union HSD*

P: 714.348.4648

E: miller\_dal@auhsd.us

A: 501 N Crescent Way Anaheim, CA 92801

Details: Contract began Fall 2013, 1100 hours @ 6 high schools



**We have partnered alongside professionals in several areas to assist with our client's and athletic trainer's needs:**

### **DR. CHRIS KRONER**

- + Family Practice and Sports Medicine physician based out of University of California, Irvine
- + Provides medical advisory to company and individual athletic trainers
- + Readily available for consultation and second opinion

### **INJURE FREE**

- + Electronic injury documentation and management software
- + HIPAA and FERPA compliant; ability to share documents with parents, coaches, admin and doctors
- + Available at all times for consultation and second opinion

[www.InjureFree.com](http://www.InjureFree.com)

### **NAVARRO-MELLINGER, TAX SOLUTIONS**

- + Enrolled Agents who provide comprehensive tax services & business consulting
- + Represent our athletic trainers in their independent contractor status

[www.nmtaxsolutions.com](http://www.nmtaxsolutions.com)

### **ATHLETES MOBILITY**

- + Provides evidence based fitness & rehabilitation products for athletes and healthcare practitioners
- + Works with top physicians, physical therapists, pro athletes and athletic trainers in Southern CA
- + All products available to ATvantage clients & ATs at discounted rates with free shipping

[www.athletesmobility.com](http://www.athletesmobility.com)

## OBJECTIVE

To establish a working relationship with Folsom Lake College and provide an athletic trainer on an as needed basis.

## GOALS:

- +To fill a need identified by Folsom Lake College by placing sub certified athletic trainers as needed.
- +To establish a working relationship with Folsom Lake College, to provide athletic event coverage.

## PROJECT OUTLINE:

Based on the information provided, Folsom Lake College will require the following:

- +A substitute athletic trainer at Folsom Lake College
- +A total of 36 hours spanning the 2017/2018 school year



## BUDGET DETAILS

ATvantage exclusive features included in the cost:

- + Access to [InjureFree injury management software](#). HIPAA & FERPA compliant and fully customized to ATvantage's needs. Included features are: unlimited injury reports, single authorized user (athletic trainer), ability to send custom & confidential injury reports. Advanced features can include: return to play/ learn clearance, increased visibility to other users (coaches, admin, parents, physicians, etc),
- + Incorporation of [independent concussion management consultant](#). Included are preliminary checklist to determine needs of district and proposal of solution & implementation for district concussion policy. Policy implementation will require site & district support and buy in.



School/Organization	Rate	Hours	Subtotal
Folsom Lake College Athletic Trainer as needed	\$55 / hour	36	\$1,980
<b>Total</b>			<b>\$1,980</b>

**Scope of Work**

**Contractor Responsibilities**

During the term, shall provide athletic training services sufficient for performing duties pursuant to contract.

- + Athletic Trainer will be responsible for own transportation to and from events.
- + Athletic Trainer will be available during all hours as outlined in this proposal.
- +Athletic Trainer will provide care for all athletes equally.
- + ATvantage guarantees to carry personal and professional liability insurance for athletic trainers and company for entire duration of contract.

During the term, shall provide athletic training services sufficient for performing duties pursuant to contract.

- + Athletic Trainer will be responsible for own transportation to and from events.
- + Athletic Trainer will be available during all hours as outlined in this proposal.
- +Athletic Trainer will provide care for all athletes equally.
- + Athletic Trainer will be available during all hours as outlined in this proposal.
- + ATvantage guarantees to carry personal and professional liability insurance for athletic trainers and company for entire duration of contract.

**Client Responsibilities:**

- +Facilitate communication between ATvantage and other members leading up to and during contract dates to ensure appropriate coverage. +Provide support of ATvantage athletic trainers and staff with healthy work environment.
- +Provide supplies necessary for athletic trainer to perform duties.

**EXECUTIVE SUMMARY**

ATVANTAGE AGREEMENT <sup>m</sup>

This ATvantage Agreement (the "Agreement") is made on October 26, 2017 (the "Effective Date") by and between Folsom Lake College (the "Principal"), and ATvantage Athletic Training, a limited liability company (the "Agent") (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; 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 performing the duties of an independent contractor certified athletic trainer. Responsibilities as they may relate to sports medicine practices 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 October 26, 2017 and, unless otherwise terminated in accordance with the provisions of Section 10 of this Agreement, shall be for one year, and 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 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; 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.

m

## 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 \$1,980.00 unless otherwise agreed to by both parties. Payment shall be delivered according to invoices to the Athletic Director, which will reflect services rendered the previous two weeks of the Agent's pay period. Payments are to be made within 15 days after receipt of invoice.

## 6. TAXES.

(a) Agent solely responsible for 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.

Subject to the Principal's prior written approval, the Principal shall reimburse the Agent for unusual or extraordinary expenses incurred by the Agent. In addition, the Agent shall be reimbursed for the following types of expenses:

1. All supplies as required by the Certified Athletic Trainer to provide appropriate care.

## 8. RECORDS.

During the Term and for a period of 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.

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

## 9. INSURANCE.

The Agent must maintain general liability, professional liability, errors and omissions insurance or bonds in amounts of \$2 million/ incident, \$4 million 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 independent contractor athletic trainer will perform Live Scan fingerprinting and/ or TB testing prior to reporting to the contract site and results will be transmitted to the district, if required.

## 10. 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.

Following the 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. The Agent acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

If at any time during the Term, the Agent does not have, or fails to maintain, a license required to perform services or receive compensation under this Agreement (including if the Agent's license is revoked by a licensing or regulatory agency but not including a temporary suspension of the Agent's license), it shall be considered a material breach of this Agreement by the Agent and this Agreement shall be terminated as of the date that the Agent first lost, or failed to maintain, the license without regard to when the Principal learns of the loss of, or failure to maintain, the license or when the Principal notifies the Agent that this Agreement has been terminated. The Principal may recover any compensation paid to the Agent after the Agent loses or fails to maintain any such license.

## 11. AMENDMENTS.

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

## 12. 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.

### **13. 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. The Agent will indemnify and hold harmless the Principal (including its directors, officers, attorneys, and employees) from any claims, liability, judgments, damages, or costs (including reasonable attorneys' fees asserted or awarded against or incurred by the Principal as a result of any act, error, or omission of the Agent.

### **14. USE OF TRADEMARKS.**

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. Effective as of the termination of this Agreement, the Parties shall cease to use all of the trademarks, marks, and trade names.

### **15. RELATIONSHIP OF PARTIES.**

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

### **16. ASSIGNMENT.**

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

### **17. 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.

**18. 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.

**19. 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:

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

**20. GOVERNING LAW.**

This Agreement shall be governed by the laws of the state of California , without regard to its conflicts of law provisions.

**21. 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.

**22. 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.



**23. ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, agreements, and representations, whether oral or written, and whether or not executed by either Party. No modification, amendment, or other change may be made to this Agreement unless reduced to writing and executed by authorized representatives of both Parties.

**24. 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.

**25. ARBITRATION**

The Parties agree that any dispute or controversy arising out of this Agreement shall be settled by Arbitration to be held in Los Angeles county, state of California, 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 each of the parties shall separately pay 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: Ginny Garner
Title: Dean/Athletic Director	Title: Regional Manager
Date: October 26, 2017	Date: October 26, 2017

**From:** [Kirklin, Kathleen](#)  
**To:** [Shewmaker, Nicholas](#)  
**Cc:** [Haney, Brenda](#); [Harman, Joany](#)  
**Subject:** ATVantage LLC  
**Date:** Monday, October 30, 2017 2:52:45 PM

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Hi Nick,

I approved Requisition #0001010310, ATVANTAGE LLC. The service agreement and related documents and ATVantage Contract Proposal to provide substitute/temporary Athletic Trainer services as needed will be forwarded from the Business Officer tomorrow.

Thank you.

Kathleen

[Kathleen Kirklin](#) | Vice President, Administration  
Folsom Lake College | 10 College Parkway | Folsom, CA 95630

**p.** 916.608.6733 or 6555 | [kathleen.kirklin@flc.losrios.edu](mailto:kathleen.kirklin@flc.losrios.edu) | [www.flc.losrios.edu](http://www.flc.losrios.edu)

“Coming together is a beginning; keeping together is progress; working together is success.” Henry Ford