

From: [Wright, Matt](#)
To: [Taylor, Jennifer](#)
Cc: [Croff, Jeanne](#); [Garcia, William](#); [Machani, Rachana](#)
Subject: Re: Close BPO B200609 for Advantage LLC
Date: Friday, June 12, 2020 2:49:40 PM
Attachments: [image001.png](#)

Yes



Matt Wright
Dean, Kinesiology, Health, Athletics, and Nutrition
Athletic Director
916-608-6686 | wrightm@flc.losrios.edu | www.flcathletics.com

This is not the end I was hoping for.....but it is the one I expected. Lucian Connally

From: Taylor, Jennifer <TaylorJ@flc.losrios.edu>
Sent: Friday, June 12, 2020 2:44 PM
To: Wright, Matt <WrightM@flc.losrios.edu>
Cc: Croff, Jeanne <CroffJ@flc.losrios.edu>; Garcia, William <GarciaW@flc.losrios.edu>; Machani, Rachana <MachanR@flc.losrios.edu>
Subject: Close BPO B200609 for Advantage LLC

Matt,

Can I go ahead and close this BPO?
It still has a balance of \$ 1,000.00.

PO Number	Requisition Number	Requestor	Vendor	Pre Encumbrances	Encumbrances	YTD Payments	PO Total	PO Balance
B200609	1021181	1021181 GARCI AW HANEYB	ATVANTAGE LLC	\$0.00	\$1,000.00	\$690.00	\$1,690.00	\$1,000.00

Please let me know.

Thanks

Jen Taylor
FLC Account Clerk III
10 College Parkway
Folsom, CA 95630
916-608-6635

PURCHASE ORDER NO B200609
CHANGE ORDER

Date	Revision	Page
08/06/2019	3 - 11/21/2019	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1021181 GARCIAW HANEYB	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 TRAINER AS NEEDED AT FOLSOM LAKE COLLEGE TOTAL OF 80 HOURS	1.00	EA	1,690.00	1,690.00	06/30/2020

ESTIMATE \$60 PER HOUR

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED.

VALID FROM 07-01-2019 TO 06-30-2020

ATVANTAGE, LLC TO INVOICE FOLSOM LAKE COLLEGE. TERMS: NET 30

AUTHORIZED PERSONNEL
WILLIAM GARCIA
JEANNE CROFF
MATT WRIGHT

08-23-19 CORRECT PO AMOUNT TO MATCH SERVICE AGREEMENT# 50405 - BH
11-21-19 DECREASE PO BY \$3,110.00 PER J. HARMAN. NEW PO TOTAL \$1,690.00 - BH

Sub Total Amount	1,690.00
Sales Tax Amount	0.00
Total PO Amount	1,690.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5100	11	FL.VI.KINE	08700	00000	041A	1,690.00	2020

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.

Unauthorized

**PURCHASE ORDER NO B200609
CHANGE ORDER**

Date	Revision	Page
08/06/2019	3 - 11/21/2019	2
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1021181 GARCIAW HANEYB	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
----------	------------------	----------	-----	----------	--------------	----------

0001021181CHAVEZA01-AUG-2019

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.

Unauthorized

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO B200609
CHANGE ORDER

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

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
08/06/2019	2 - 08/23/2019	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	See Details
Reference:	Location / Dept	
1021181 GARCIWA HANEYB	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 TRAINER AS NEEDED AT FOLSOM LAKE COLLEGE TOTAL OF 80 HOURS	1.00 EA	4,800.00	4,800.00	06/30/2020

ESTIMATE \$60 PER HOUR

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED.

VALID FROM 07-01-2019 TO 06-30-2020

ATVANTAGE, LLC TO INVOICE FOLSOM LAKE COLLEGE. TERMS: NET 30

AUTHORIZED PERSONNEL
WILLIAM GARCIA
JEANNE CROFF
MATT WRIGHT

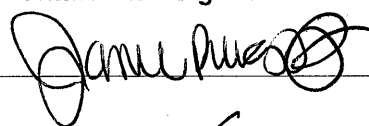
08-23-19 CORRECT PO AMOUNT TO MATCH SERVICE AGREEMENT# 50405 - BH

Sub Total Amount	4,800.00
Sales Tax Amount	0.00
Total PO Amount	4,800.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5100	11	FL.VI.KINE	08700	00000	041A	4,800.00	2020

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 B200609
CHANGE ORDER**

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

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
08/06/2019	2 - 08/23/2019	2
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	See Details
Reference:	Location / Dept	
1021181 GARCIAW HANEYB	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
----------	------------------	--------------	----------	--------------	----------

0001021181CHAVEZA01-AUG-2019

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

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 B200609

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

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
08/06/2019		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	See Details
Reference:	Location / Dept	
1021181 GARCIAN HANEYB	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 TRAINER AS NEEDED AT FOLSOM LAKE COLLEGE TOTAL OF 80 HOURS	1.00 EA	60.00	60.00	06/30/2020

ESTIMATE \$60 PER HOUR

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED.

VALID FROM 07-01-2019 TO 06-30-2020

ATVANTAGE, LLC TO INVOICE FOLSOM LAKE COLLEGE. TERMS: NET 30

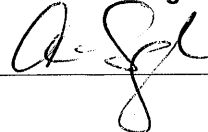
AUTHORIZED PERSONNEL:
WILLIAM GARCIA
JEANNE CROFF
MATT WRIGHT

Sub Total Amount	60.00
Sales Tax Amount	0.00
Total PO Amount	60.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VI.KINE	08700	00000	041A	60.00	2020

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 B200609

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

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
08/06/2019		2
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	See Details
Reference:	Location / Dept	
1021181 GARCIWA HANEYB	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
----------	------------------	--------------	----------	--------------	----------

0001021181CHAVEZA01-AUG-2019

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 Total PO Amount Page
----------------------	--

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.

Requisition

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

0000039607

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

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

Business Unit:		GENFD	OPEN
Req ID:	Date	Page	
0001021181	07/30/2019	1	
Requisition Name:			
ATVANTAGE			
Requester			
William Garcia			
Requester Signature			
Buyer: Brenda Haney			
Approved:			
Entered By: M.J 30-JUL-2019			

Line-Schd	Description	Quantity	UOM	Price	Extended Amt Due Date
1-1	BLANKET PURCHASE ORDER FOR SUBSTITUTE ATHLETIC TRAINER AS NEEDED AT FOLSOM LAKE COLLEGE. TOTAL OF 80 HOURS SPANNING FISCAL YEAR 2019-2020.	80	EA	60.00	4,800.00 08/02/2019

4,800.00 Sub-total
0.00 Est. tax

Total Requisition Amount: 4,800.00

ATN
ATTENTION: WILL GARCIA

FOR SERVICE FROM 07/30/19 THRU 06/30/2020
ESTIMATED PAYMENT \$60 PER HOUR
ATVANTAGE, LLC TO INVOICE FOLSOM LAKE COLLEGE, BILLING TERMS, NET 30

AUTHORIZED PERSONNEL: WILLIAM GARCIA, MATT WRIGHT, 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	4,800.00

Approval Signature	Approval Signature	Approval Signature
--------------------	--------------------	--------------------

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

ARC ☐ CRC ☐ SCC ☐ FLC ☒ DO ☐ IT ☐ FM ☐ OTHER _____

Agreement/Contract With: ATVantage LLC.

State the business terms of agreement: Provide substitute athletic trainer as needed at FLC. Total of 80 hours spanning fiscal year 2019-2020.

This agreement consists of the following documents: ATVANTAGE Contract proposal, LRCCD Service Agreement, S.A. Cert., independent

Funding Source: GENED 5100 II FL. V. KINE Amount \$ 4,800.00 08700 00000 041A Contractor, Conflict of Interest

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

☒ By: [Signature] Matt Wright Date: 7.31.19
Area Manager/Supervisor (Print name)

College VPA, DO-AVC, FM Director

I approve as to Substance

☐ By: _____ Date: _____
(Print name)

Risk Management

☐ By: _____ Date: _____

General Services

☐ By: _____ Date: _____
Director of General Services

General Counsel (When necessary)

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

☐ By: _____ Date: _____
General Counsel

Los Rios Community College District

☐ By: _____ Date: _____

☐ AVC of Finance ☐ VC of Finance and Administration ☐ VC of Ed & Tech.

**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. 50405

Attachment to Purchase Order No. _____

This Agreement entered this 30th day of JULY 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. 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) 7-30-19 to (date) 6-30-20. 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 80 hours spanning Fiscal year 2019-2020.

2. Compensation. For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 4,800.00, 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) ATvantage, LLC.

Signature of CONTRACTOR Nick M. Perry Date _____ Requisition # _____

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

LOS RIOS COMMUNITY COLLEGE DISTRICT
Service Agreement Certification Form

Requisition No 0001021181
Description of Services _____

Temp. Athletic Trainer
Agency provides employee, most services
for temp/qualified Athletic Trainer

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"/> |

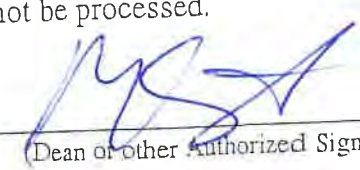
Section II

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:

7.30.19

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.

- | | Y
<input type="checkbox"/> | N
<input type="checkbox"/> |
|--|-------------------------------|-------------------------------------|
| 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:
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: MAN WELSH Date: 7.30.19

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]
Employee/Date

Selection Committee Member/Date

0001021181 (ATvantage)
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:	

CONTRACT PROPOSAL

Folsom Lake College

Athletic Training Services Proposal

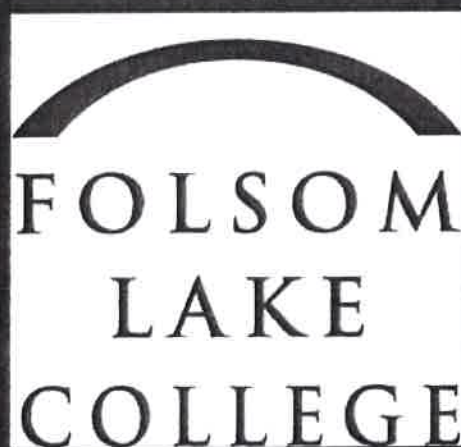
Prepared For :

Folsom Lake College

10 College Parkway

Folsom, California 95630

P: E: wrightm@flc.losrios.edu



Create Date : July 30, 2019

Valid Date : August 02, 2019

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

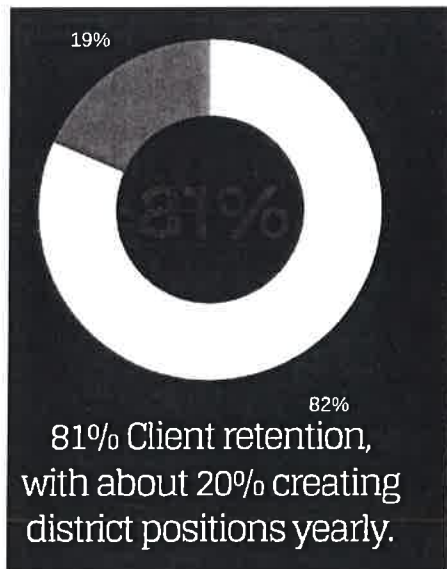
Mr. Chris Schiermeyer - Assistant Superintendent, San Lorenzo Valley USD

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



	Rate	Hours	Subtotal
Substitute Athletic Trainer as needed, 2 weeks notice is preferred to secure an AT	\$60	80	\$4,800
Total			\$4,800

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 2 weeks notice of all events or coverage needs. If this proposal is being agreed upon within a two week window, the possibility of securing coverage is reduced, unless otherwise stated.

ATVANTAGE AGREEMENT

This ATVantage Agreement (the "Agreement") is made on Not yet accepted (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 Not yet accepted and, unless otherwise terminated in accordance with the provisions of Section 10 of this Agreement, shall conclude following services at end of school year.

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 \$4,800.00 unless otherwise agreed to by both parties. An 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.

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

SIGNATURE
Matt Wright

ATvantage, LLC

SIGNATURE
Alisha M. Pennington

Name: Matt Wright

Name: Alisha M. Pennington

Title: Dean/Athletic Director

Title: Owner/Operator

Date: Not yet accepted

Date: July 30, 2019

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 2 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?	<input type="text" value="Yes/No"/>	If Yes, complete Purchasing information.
<input type="text" value="Name & Title of Accounting Contact"/>	<input type="text" value="Name & Title of Purchasing Contact"/>	
<input type="text" value="Phone Number"/>	<input type="text" value="Phone Number"/>	
<input type="text" value="Email Address"/>	<input type="text" value="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

Folsom Lake College



SIGNATURE

Matt Wright

AGENT

ATvantage LLC



SIGNATURE

Alisha M. Pennington

Name: MattWright

Name: Alisha M. Pennington

Title: Dean/Athletic Director

Title: Owner