Los Rios Community College District

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

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

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000043540 JACKSON TAMEKA 1531 CORPORATE WAY SACRAMENTO CA 95831

Phone: (916) 424-3701

email: drtamekajackson@gmail.com



PURCHASE ORDER NO 0001111402 CHANGE ORDER

Date	Revision	Page			
05/05/202	2 - 03/17/20)21 1			
Payment Te	erms Freight Terms	Ship Via			
NET 30	Shipping Point	Best Method			
Reference:		Location / Dept			
1025491 SE	ENECALM HANEYB	04ASPH47 STUSVC			
Ship To:	FOLSOM LAKE COLLE RECEIVING 10 COLLEGE PARKW/ FOLSOM CA 95630	-			

Bill To: LRCCD Invoice to: acctg-ops@losrios.edu 1919 Spanos Court Sacramento CA 95825-3981 United States

United States

Tax Exempt? N					
Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	PROVIDING MENTAL HEALTH SERVICES - TAMEKA JACKSON, A LICENSED CLINICAL PSYCHOLOGIST (PSY24867) WILL PROVIDE MENTAL HEALTH SERVICES TO COLLEGE STUDENTS - SERVICE AGREEMENT SIGNED 05-04-2020 (REQ# 0001025491) VALID FROM: 04-02-2020 TO 12-18-2020	1.00EA	15,000.00	15,000.00	04/09/2020
2-1	EXTENSION TO SERVICE AGREEMENT - NEW END DATE 06-30-2021	1.00EA	13,700.00	13,700.00	11/09/2020
3-1	123	1.00EA	15,000.00	15,000.00	03/17/2021

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

SERVICE AGREEMENT SIGNED 05-04-2020 (REQ# 0001025491) VALID FROM: 04-02-2020 TO 12-18-2020 (11.00.20.CO EXTENDING SA END DATE TO 06.20.2021)

(11-09-20 CO EXTENDING SA END DATE TO 06-30-2021).

11-09-20 PER J. HARMAN. EXTEND SERVICE AGREEMENT END DATE TO 06-30-2021 AND ADD LINE# 2 FOR \$13,700.00 TO BUDGET: GENFD 5100 12 FL.VS.HLTH 64400 00000 2021 425A NEW PO TOTAL \$28,700.00 BH

Line 1 Rcvr# 1094608 & 1094495 Line 2 Rcvr# 1095121,702,703,646 & 1096020 Paid line 1 ,2 and partially paid 3.

Ch# 94-801255 5/8/20 ,94-803381 06/25/20,94-804656 08/20/20,94-805813 10/01/20 Amount \$31425

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

Los Rios Community College District	PURCHASE ORDER NO 0001111402 CHANGE ORDER			
Purchasing: (916)568-3071 * FAX (916) 568-3145 LRCCDpurchase@losrios.edu	Date	Revis		Page
Accounting Ops: (916)568-3065 * FAX (916) 286-3636 Acctg-ops@losrios.edu	05/05/2020 Payment Terr NET 30 Reference:		oint	2 Ship Via Best Method ion / Dept
PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PC		IECALM HANEY		PH47 STUSVC
Supplier: 0000043540 JACKSON TAMEKA 1531 CORPORATE WAY SACRAMENTO CA 95831 Phone: (916) 424-3701	Ship To:	FOLSOM LAKE RECEIVING 10 COLLEGE F FOLSOM CA 9: United States	PARKWAY	
email: drtamekajackson@gmail.com	Bill To:	LRCCD Invoice to: acct 1919 Spanos C Sacramento CA United States		du
Tax Exempt? N				
Line-Sch Item/Description	Quantity UOM	PO Price	Extended An	nt Due Date

03-17-21 PER J. HARMAN. ADD LINE# 3 TO INCREASE PO & SERVICE AGREEMENT BY \$15,000.00 TO BUDGET: GENFD 5100 12 FL.VS.COUN 63100 00000 2021 384B NEW PO TOTAL \$43,700.00 (BH)

Sub Total Amount	43,700.00
Sales Tax Amount	0.00
Total PO Amount	43,700.00

BU	Acct	<u>Fd</u>	Org	Prog	Sub	Proj	<u>Amount</u>	<u>BYear</u>
GENFD	5100	12	FL.VS.COUN	63100	00000	384B	15,000.00	2021
GENFD	5100	12	FL.VS.HLTH	64400	00000	425A	28,700.00	2021

⁰⁰⁰¹⁰²⁵⁴⁹¹CHAVEZA09-APR-2020

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

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 not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be property itemized. If LRCCD has not received billing for product or services within a one vear 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 oflading, 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 damage 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 a transaction in attrateate, in nature and where 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 INDEMNTIY: 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 EMPWYER: 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 auality 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 per 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 ofLRCCD.
- 14. TERNAINATION: 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 t 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 \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements for bodily injury, personal injury and property damage. Any combination of General Liabil 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. LRCCD insurance req can be viewed on the following website www.losrios.edu/purchasing.
- 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 defined by Education Cod section 87008-87010. IfLRCCD 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, CONTRACTOR's 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 bolds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 22. WARRANTY: CONTRACTOR expressly warrants thii.t 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. CONTRACTOR further represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively 'technology') adheres to the standards and/or specifications as may be set offorth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless LRCCD from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
- 23. CERTIFICATION: CONTRACTOR warrants that it is not debarred or suspended, proposed for debanilent or declared ineligible for award of contracts by any Federal, State or local Agency

Los Rios Community College District

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

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000043540 JACKSON TAMEKA 1531 CORPORATE WAY SACRAMENTO CA 95831

Phone: (916) 424-3701

Tax Exempt? N

email: drtamekajackson@gmail.com

PURCHASE ORDER NO 0001111402 CHANGE ORDER

5				
	Date	Revisi	on	Page
	05/05/2020	1 - 11/	09/2020	1
-3636	Payment Terr	ns Freight Te	rms	Ship Via
	NET 30	Shipping Pot	nt	Best Method
	Reference:		Location	/ Dept
THIS PO	1025491 SEN	ECALM HANEYE	04ASPH4	7 STUSVC
	Ship To: Bill To:	FOLSOM LAKE RECEIVING 10 COLLEGE PA FOLSOM CA 950 United States LRCCD	RKWAY 630	
		1919 Spanos Co Sacramento CA United States	95825-3981	
	Quantity UOM	PO Price	Extended Amt	Due Date
-	1.00EA	15,000.00	15,000.00	04/09/2020

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
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Sub Total Amount	28,700.00
Sales Tax Amount	0.00
Total PO Amount	28,700.00

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Supplier: 0000043540	
JAČKSON TAMEKA	
1531 CORPORATE WAY	
SACRAMENTO CA 95831	

Phone: (916) 424-3701

email: drtamekajackson@gmail.com

PURCHASE ORDER NO 0001111402 CHANGE ORDER

Date	Revision	Р	age
05/05/2020	1 - 11/09/202	0	2
Payment Tern	ns Freight Terms	S	hip Via
NET 30	Shipping Point	В	est Method
Reference:		Location /	Dept
1025491 SENI	ECALM HANEYB	04ASPH47	STUSVC
	FOLSOM LAKE COLLEC RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630 United States	-	
	LRCCD Invoice to: acctg-ops@lo 1919 Spanos Court Sacramento CA 95825-3 United States		
Quantity LIOM	PO Prico Exton	had Amt	Duo Data

Tax Exer	npt? N										
Line-Sch	۱. ١		Item/Description	on			Quantity	UOM	PO Price	Extended Amt	Due Date
BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYe	ar		
GENFD	5100	12	FL.VS.HLTH	64400	00000	425A	28,700.00	202	21		

0001025491CHAVEZA09-APR-2020

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Authorized Signature

LOS RIOS COMMUNITY COLLEGE DISTRICT

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

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- 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.
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- 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 oflading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
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- 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 EMPWYER: 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
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- 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 per 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 ofLRCCD.
- 14. TERNAINATION: 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.
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- 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.
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- 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 \$1M, \$2M, or \$3M AGGREGATE as prescribed by DISTRICT requirements for bodily injury, personal injury and property damage. Any combination of General Liabil 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. LRCCD insurance req can be viewed on the following website www.losrios.edu/purchasing.
- 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 defined by Education Cod section 87008-87010. IfLRCCD 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, CONTRACTOR's 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 bolds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 22. WARRANTY: CONTRACTOR expressly warrants thii.t 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. CONTRACTOR further represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively 'technology') adheres to the standards and/or specifications as may be set offorth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless LRCCD from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.
- 23. CERTIFICATION: CONTRACTOR warrants that it is not debarred or suspended, proposed for debanilent or declared ineligible for award of contracts by any Federal, State or local Agency

Los Rios Community College District

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

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000043540 JACKSON TAMEKA 1531 CORPORATE WAY SACRAMENTO CA 95831

Phone: (916) 424-3701

Tax Exempt? N

email: drtamekajackson@gmail.com

PURCHASE ORDER NO 0001111402

	Date	Revision	F	Page
_	05/05/2020			1
3	Payment Terr	ns Freight Terms		Ship Via
	NET 30	Shipping Point	E	Best Method
	Reference:		Location /	Dept
20	1025491 SEN	ECALM HANEYB	04ASPH47	STUSVC
	Ship To:	FOLSOM LAKE COL RECEIVING 10 COLLEGE PARK FOLSOM CA 95630 United States		
	Bill To:	LRCCD Invoice to: acctg-ops 1919 Spanos Court Sacramento CA 9582 United States		
	Quantity LIOM	DO Brico Ex	tondod Amt	Due Dete

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	PROVIDING MENTAL HEALTH SERVICES - TAMEKA JACKSON, A LICENSED CLINICAL PSYCHOLOGIST (PSY24867) WILL PROVIDE MENTAL HEALTH SERVICES TO COLLEGE STUDENTS - SERVICE AGREEMENT SIGNED 05-04-2020 (REQ# 0001025491) VALID FROM: 04-02-2020 TO 12-18-20	1.00EA	15,000.00	15,000.00	04/09/2020

SERVICE AGREEMENT SIGNED 05-04-2020 (REQ# 0001025491) VALID FROM: 04-02-2020 TO 12-18-2020

Sub Total Amount	15,000.00
Sales Tax Amount	0.00
Total PO Amount	15,000.00

BU	Acct	<u>Fd</u>	Org	Prog	<u>Sub</u>	Proj	Amount	<u>BYear</u>
GENFD	5100	12	FL.VS.HLTH	64400	00000	425A	15,000.00	2020

0001025491CHAVEZA09-APR-2020

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
--	----------------------

Requisition

Supplier:	MISCELLANEOUS	000003680	Business Un	it: GENFD	OPEN	
	***** ***** CA 95825 United States		Req ID: 0001025491 Requisition MISC - TAMER		020	Page 1
Ship To:	email: RECEIVING		Requester Molly Seneca Requester Sign	al		
	10 COLLEGE PARKWAY FOLSOM CA 95630-6798		Buyer: Bre Approved:	enda Haney KRAVCHUA 31-M	IAR-2020	
Line-Schd	Description		Quantity UOM	Price	Extended Amt	Due Date
1-1	TAMEKA JACKSON, A LICENSED (PSYCHOLOGIST (PSY24867) WILI MENTAL HEALTH SERVICES TO C STUDENTS WHO SUFFER FROM DEPRESSION, LOW SELF-ESTEE MANAGEMENT, RELATIONSHIP C GRIEF, AND TRAUMA.	L PROVIDE COLLEGE ANXIETY, M, ANGER	1 EA	15,000.00	15,000.00	
				_	15,000.00 0.00	Sub-total Est. tax
		Тс	otal Requisiti	on Amount:	15,000.00	
	CKSON					
BUDGET TI	RANSFER SUBMITTED					
	Acct Fd Org Prog Sub 5100 12 FL.VS.HLTH 64400 00000	<u>Proj Am</u> 425A 15,00	<u>ount</u> 0 . 00			

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: HLTH Project Grant: 425A Program Director: Molly Senecal Program Goal: Mental Health Services for Students

Approval Signature	Approval Signature	Approval Signature

9676 Sea Cliff Court Elk Grove, CA 95758 (916) 304-4602

Invoice

Date	Invoice #
5/12/2020	2020-314

PO 0001111402. Receiver #0001093697 5/21/20

Bill To

			Terms	Due Date
			Net 30	6/11/2020
Description	Qty		Rate	Amount
Therapy & Consulting Services - 4/9/20 Therapy & Consulting Services - 4/16/20 Therapy & Consulting Services - 4/23/20 Therapy & Consulting Services - 4/30/20		7	150.00 150.00 150.00	1,050.00 1,050.00 1,050.00
L	1		Total	\$4,200.00
			Payments/Credits	\$0.00
			Balance Due	\$4,200.00

LOS RIOS COMMUNITY COLLEGE DISTRICT SERVICE AGREEMENT

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

No		Attachment to Purchase Order No)
	_ by and between the Los Rios Com	munity College District (District) and	
(CONTRACTOR),Tameka Jackson(CONTRACTOR No	Social Security No.	
Business Name (if different)		lo	
Check One: Sole Proprietorship 🔀 Partnership Co	prporation Check One: U.S.	. Citizen 🗶 Resident Alien _	Non-resident Alien
Telephone No(916) 304-4602(SSN or F	IN No. must be provided for payment)	
Address 1531 Corporate Way	City and State Zip_ Sa	acramento, CA 95831	
Are you now or have you been an employee of the District? Yes	No <u>X</u> . If yes, Date	Location	
Are you related to an employee of the District? Yes No $ imes$	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) <u>04/02/2020</u> to (date) <u>12/18/2020</u>. 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. Tameka will provide Mental Health Services to College Students

2. Compensation. For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$_15,000 _____, 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: <u>Net 30 upon Receipt of Invoice</u> 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 employeremployee 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) Tameka Jackson

Signature of CONTRACTOR _

Date

Requisition #

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

7. Disqualified Employees. CONTRACTOR shall ensure that persons who perform services on DISTRICT or College property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. CONTRACTOR shall remove any persons immediately upon receiving notice from DISTRICT of the desire of the DISTRICT for the removal of such person(s).

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

9. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall, at its own expense, maintain in full force insurance as set forth: Commercial General Liability, Auto Liability, Worker's Compensation, and Professional Liability (if a licensed professional). Policy limits for Commercial General Liability shall be \$1,000,000 combined single limit (per occurrence) AND A \$1,000,000, \$2,000,000 or \$3,000,000 AGGREGATE as prescribed by the DISTRICT for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. The DISTRICT shall be named as an additional insured on CONTRACTOR's policies. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT. CONTRACTOR's insurance coverage shall be primary insurance with respect to the DISTRICT. Any insurance or self-insurance maintained by DISTRICT shall be in excess of CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR's insurer shall agree to waive all right of subrogation against the District, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement, CONTRACTOR shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section.

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

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

performed. In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs. **12. Assignment Prohibited.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

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

14. Time. Time is of the essence in this Agreement.

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

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

17. Work Authorization. Prior to DISTRICT's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. department; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. The DISTRICT shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.

18. Warranty. CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor covered by this Agreement shall conform to the requirements set forth or incorporated into this Agreement and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/ or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor covered by this Agreement will be fit and sufficient for the particular purposes intended by DISTRICT. Unless agreed upon otherwise between DISTRICT and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by the DISTRICT; or (c) any warranty period provided under any applicable California law. CONTRACTOR represents and warrants that any software/ hardware/ communications system/ equipment provided under this Agreement (collectively "technology") adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. If portions of the technology or user experience are alleged to be non-compliant or non-accessible, DISTRICT will provide CONTRACTOR with notice of such allegation and CONTRACTOR shall use its best efforts to make the technology compliant and accessible. CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT from and against any and all claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to allegations the technology is not accessible.

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

20. 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.

Folsom Lake College

Scope of Services for Independent Contractor, Mental Health Therapist

Under this scope of services, the independent contractor, mental health therapist (hereafter referred to as consultant) provides the following services with the overall goal of stabilizing students' mental health symptoms that may interfere with academic progress and success:

- 1) Short Term Therapeutic Treatment (3 appointment sessions/student)
- 2) Group Therapy/Tools for Coping
- Provide Consultation Regarding Evaluation and Assessment of Campus Mental Health Needs
- 4) Mental Health Training for Faculty and Staff, as needed
- 5) Supervision of Mental Health Interns (if applicable)
- 6) Mental Health Education through Presentations, as needed
- 7) Consultation to Faculty and Staff on the Mental Health Needs of Individual Students
- 8) Referrals to community resources and longer-term care options for students needed services beyond the scope of this service

Consultant shall:

- 1) Work closely with FLC Dean of Student Success and Health Services to accomplish mutually agreed upon mental health goals for the campus.
- 2) Provide monthly statistical reports (number of visits, types of services provided, number of participants attending group sessions, and general categories of diagnoses treated.)
- 3) Collaborate with the College Nurse, Health Services, Basic Needs Services, and any other mental health contractors employed by the college.
- 4) Collaborate with campus administration during a student crisis, where a student may be a danger to themselves or others. It is expected that the Consultant will notify administration immediately if there is a clear and imminent danger for our students or staff. This includes releasing the student's name and necessary information for first responders to intervene to ensure safety of all parties.
- 5) Provide culturally sensitive services using an equity lens.
- 6) Provide current community referrals when further assistance is needed.

This scope is proposed is:

- Services are to be provided at least one day a week (with the possibility to add additional days/hours with administrative approval) with a minimum of 6 hours per week and additional hours can be granted upon administrative approval. Generally, appointments will be 50 minutes appointments, with 10 minutes for case notes. Consultant shall submit a proposed semester schedule to FLC Dean of Student Success for approval 30-days prior to the start of the semester, or within two-weeks of signing a service agreement whichever comes first. Consultant shall be paid at the rate to be agreed upon per hour.
- Consultant will provide at least two group therapy sessions for up to 10 students per month (this may be increased based on student demand and consultant availability). Group therapy should include coping mechanisms for anxiety, trauma, and other commonly observed mental health topics experienced by students.

Folsom Lake College

Scope of Services for Independent Contractor, Mental Health Therapist

- Consultant will provide at least two trainings or workshops per semester for employees on mental health topics. These may be held in person or online.
- Consultant will record case notes for each student seen. When on campus, case notes will be recorded and stored in Medi-Cat, the district's tool for securing and storing documentations related to health and mental health notes. The consultant will be provided a secure login for Medi-Cat. When off campus, the consultant will utilize their private practice tool, and will ensure it is HIPPA compliant.
- Current FLC Students (i.e. students who are currently enrolled in classes at Folsom Lake College) will be eligible to receive up to three appointments per semester, including an initial intake appointment (with completion of the intake form), and two follow up appointments. Any subsequent services needed should be rendered through connections to community resources and longer-term care options. FLC mental health services are not designed or intended to be an on-going or long term care option. If there is an unforeseeable delay in connecting a student to community resources and longer-term care options, students may receive one additional 4th visit.

To be successful in achieving these outcomes the following will be provided by FLC: when on campus - a safe and private space to meet with students in-person and online at the main campus and centers, and a desktop computer with emergency response notification icon to ensure student and therapist safety. When off campus, the consultant will ensure their workspace is secure and confidential. FLC will provide the consultant with a Los Rios email for confidential communication with students pertaining to scheduling, and regular communication with the campus.

DISTRICT GUIDELINES INDEPENDENT CONTRACTOR VS. EMPLOYEE

ADDITIONAL INFORMATION

- 1. A continuing relationship between a worker and the District shows that an employee relationship exists.
- 2. Is the individual retired, returning to substitute, or train, etc.? If so, employee relationship exists
- 3. A person hired to do services customarily done by District employees will be considered an employee, despite title. The typical independent contractor is hired to accomplish a result without the supervision given to employees.
- 4. Consider whether the District has to train this individual or give instruction about when, where, how, and in what order to work. Does the district require the individual to submit reports or do the services at a District site? These factors would suggest the district maintain control sufficient for an employer/employee relationship. However, it is <u>not necessary</u> that the District exercise this right or has the expertise required to do so. Typically this would not be practical nor advisable.
- 5. Are the services being provided necessary to the operation of the school, program, project, etc.? This suggests the District has an interest in the method of performance and implies the maintenance of legal control.
- 6. Consider whether the individual may designate someone else to do the work without the District=s knowledge or approval. Can the individual hire someone else to do the work?
- 7. Is this a "one shot deal" or will the District continue to use this individual in the future? This could be an infrequent or irregular basis but a continuous employee relationship exists.
- 8. The right to discharge is a factor suggesting the worker is an employee and the District employer. An independent contractor, on the other hand, cannot be fired if he/she produces results that meet contractual specifications.
- 9. A determining factor in judging independence is the performance of services to the public. In evaluating these criteria, school districts are considered separate entities. Keep in mind that if the District is using this individual=s services on a full-time basis, the individual is not available to the public. Note: Possession of a business license or incorporation does not automatically satisfy this requirement. The determination must be made on the actual relationship between the District and the individual performing the services.
- 10. This suggests an economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.
- 11. The District should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, photocopy, printing, office supplies, etc. Any necessary assistants would be hired by the individual.
- 12. Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of air fare, mileage, etc. for consultants.

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.

1.	Has this person ever been employed by the District? If so, please explain when and in what capacity	$\frac{\mathbf{Y}}{\Box}$	N
2.	Does the work include teaching, training, facilitating, counseling, curriculum development, workshops, seminars, or any other function related to education? If so,		
	please explain		
3.	Will the District exercise any control, direction or supervision of the contractor?		
	If so, please explain		\boxtimes

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	\boxtimes
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.)	\square
6.	Can the contractor quit for any reason other than the District's breach of contract?	\boxtimes
7.	Can the District terminate the contract for any reason other than the contractor's	
	breach of contract?	

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:	\mathbf{X}	
	Less than 25%Between 25% & 50%Over 50 % Yes		
9.	Does this individual have a substantial investment in his/her business, maintain		
	facilities, own/rent equipment, etc.?	\boxtimes	
10.	Does the individual provide all materials, supplies, and support services necessary		
	for performance of this service? If no, please explain	\boxtimes	
11.	Does the individual bear the cost of any travel and business expenses incurred to		
	perform this service (no District reimbursement)?	X	

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:	Molly Senecal	Date	3/31/2020
<u> </u>			

LOS RIOS COMMUNITY COLLEGE DISTRICT Service Agreement Certification Form

Requisition № _____ Description of Services_____

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 <u>one</u> of the questions below:

	Yes	No
Is this a continuing Service Agreement that was in place before January 1, 2003?		
The Legislature has specifically mandated or authorized the service to be contracted out.		
The necessary services are either unavailable within the District workforce, cannot		
be satisfactorily performed by employees, or are very highly specialized.	\boxtimes	
The services are incidental to a contract for the purchase of real or personal		
property, for example a service contract for office equipment.		
Contracting out is necessary to avoid a conflict of interest or other legal problem,		
or where an outside perspective is needed.		
The service is needed to respond to an emergency. The contract shall be no longer than sixty days.		\boxtimes
The contractor will provide equipment, materials, facilities or support services that		
could not feasibly be provided by District staff.	\mathbf{X}	
The services are so urgent, temporary or occasional that the delay in the District's		
hiring process would frustrate the purpose.	\mathbf{X}	
	The Legislature has specifically mandated or authorized the service to be contracted out. The necessary services are either unavailable within the District workforce, cannot be satisfactorily performed by employees, or are very highly specialized. The services are incidental to a contract for the purchase of real or personal property, for example a service contract for office equipment. Contracting out is necessary to avoid a conflict of interest or other legal problem, or where an outside perspective is needed. The service is needed to respond to an emergency. The contract shall be no longer than sixty days. The contractor will provide equipment, materials, facilities or support services that could not feasibly be provided by District staff. The services are so urgent, temporary or occasional that the delay in the District's	Is this a continuing Service Agreement that was in place before January 1, 2003? Image: Contract of the contract

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

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:

Molly Senecal

Date: _____

(Dean or other Authorized Signature)

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

Date	Invoice #
8/31/2020	2020-496

Bill To:

Description	Hours	Rate	Amount
7/6 - Therapy & Consulting Services 7/9 - Therapy & Consulting Services 7/14 - Therapy & Consulting Services 7/16 - Therapy & Consulting Services 7/23 - Therapy & Consulting Services 7/30 - Therapy & Consulting Services 8/26 - Therapy & Consulting Services	1 1 1 1 1 1 1	150.00 150.00 150.00 150.00 150.00 150.00 150.00	150.00 150.00 150.00 150.00 150.00 150.00 150.00
RECEIVER # 0001094495 DATED 9/30/20	PAID CHECK #: DATE: AMOUNT \$: VOUCHER #	0094805813 09/30/20 LN1 -1050.00 00589568	
		Balance Due	\$1,050.00

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

Date	Invoice #
9/30/2020	2020-655

Bill To:

Description	Hours	Rate	Amount
9/2 - Therapy & Consulting Services 9/3 - Therapy & Consulting Services 9/10 - Therapy & Consulting Services 9/16 - Therapy & Consulting Services 9/17 - Therapy & Consulting Services 9/23 - Therapy & Consulting Services 9/24 - Therapy & Consulting Services 9/30 - Therapy & Consulting Services 9/30 - Therapy & Consulting Services	1 6 1 6 1 6 1 6 1 6 1 6 1 7 7 7 7 7 7 7	150.00 15	150.00 900.00 150.00 900.00 150.00 900.00 150.00
		Balance Due	\$4,350.00

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

Date	Invoice #
11/30/2020	2020-782

Bill To:

Description		Hours	Rate	Amount
11/4 - Therapy & Consulting Services 11/5 - Therapy & Consulting Services 11/12 - Therapy & Consulting Services 11/18 - Therapy & Consulting Services 11/19 - Therapy & Consulting Services 11/25 - Therapy & Consulting Services		1 6 5 1 6 1	150.00 150.00 150.00 150.00 150.00 150.00	150.00 900.00 750.00 150.00 900.00 150.00
Receiver # 0001094949	PAID CHECH DATE: AMOU VOUCH	12/02/20		
			Balance Due	\$3,000.00

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

Date	Invoice #
10/31/2020	2020-719

Bill To:

Description		Hours	Rate	Amount
10/1 - Therapy & Consulting Services 10/7 - Therapy & Consulting Services 10/8 - Therapy & Consulting Services 10/14 - Therapy & Consulting Services 10/15 - Therapy & Consulting Services 10/22 - Therapy & Consulting Services 10/28 - Therapy & Consulting Services 10/29 - Therapy & Consulting Services		6 1 6 1 6 1 6	150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00	900.00 150.00 900.00 150.00 900.00 900.00 150.00 900.00
01/05/20 Rec # 0001095121 In#1 \$1425.00 In#2 \$ 3525.00	PAID CHECK ; DATE: AMOUN VOUCHI	01/05/21 F \$: In1-1425.00), In2-3525.00	
·			Balance Due	\$4,950.00

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

Date	Invoice #
2/28/2021	2021-099

Bill To:

Description	Hours	Rate	Amount
Therapy & Consulting Services - 2/3 Therapy & Consulting Services - 2/4 Therapy & Consulting Services - 2/10 Therapy & Consulting Services - 2/11 Therapy & Consulting Services - 2/18 Therapy & Consulting Services - 2/24 Therapy & Consulting Services - 2/25	1 6 1 6 1 6	150.00 150.00 150.00 150.00 150.00 150.00 150.00	150.00 900.00 150.00 900.00 900.00 150.00 900.00
	PAID		
PO# 0001111402 REC# 0001095646	CHECK #: 0	094810256	
	DATE: 3/2/21		
	AMOUNT \$:	4050.00	
	VOUCHER #:	00596614	
		Balance Due	\$4,050.00

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

 Date
 Invoice #

 12/31/2020
 2020-854

Bill To:

Folsom Lake College 10 College Parkway Folsom, CA 95630

Description	Hours	Rate	Amount
Therapy & Consulting Services - 12/2 Therapy & Consulting Services - 12/3 Therapy & Consulting Services - 12/9 Therapy & Consulting Services - 12/10 Therapy & Consulting Services - 12/11 Therapy & Consulting Services - 12/17 Therapy & Consulting Services - 12/21	1 6 1 5 1 5 1	150.00 150.00 150.00 150.00 150.00 150.00 150.00	150.00 900.00 150.00 750.00 150.00 750.00 150.00
PAID CHECK #: 0094811426 DATE: 3/10/21 AMOUNT \$: 3000.00 VOUCHER #: 00596990			
		Balance Due	\$3,000.00

PO # 0001111402 LN 2 REC# 0001095702

9676 Sea Cliff Court Elk Grove, CA 95758

	Invoice		
Date	Invoice #		
1/31/2021	2021-059		

Bill To:

Folsom Lake College 10 College Parkway Folsom, CA 95630

PO# 0001111402 LN 2 REC# 0001095703

Description	Hours	Rate	Amount
Therapy & Consulting Services - 1/21 Therapy & Consulting Services - 1/27 Therapy & Consulting Services - 1/28	7 1.5 6.5	150.00 150.00 150.00	1,050.00 225.00 975.00
PAID			
CHECK #: 0094811426			
DATE: 3/10/21			
AMOUNT \$: 2250.00			
VOUCHER #: 00596991			
L		Balance Due	\$2,250.00