

Los Rios Community College District

Purchasing: (916)568-3071 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: 0000050096 BARTLEY DAVID 2133 HANNAH WAY ROCKLIN CA 95765

Phone: (916) 247-6389

email: David@DavidWoodsBartley.com

PURCHASE ORDER NO 0001121099

Date	Revision	Page			
04/25/202	2	1			
Payment Terms Freight Terms Ship Via					
NET 30	Shipping Point	Best Method			
Reference: Location / Dept					
1035874 BL	ODGETTH HANEYB	04ASPH43 STUSVC			

Ship To: FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630 United States

Bill To: LRCCD

Invoice to: acctg-ops@losrios.edu

1919 Spanos Court Sacramento CA 95825-3981

United States

Sub Total Amount

Sales Tax Amount

Total PO Amount

1,750.00

1,750.00

0.00

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	3-HOUR VIRTUAL MENTAL HEALTH PRESENTATION TO STAFF AT FOLSOM LAKE COLLEGE.	1.00EA	1,750.00	1,750.00	04/21/2022
	PRESENTATION WILL BE IN THREE PARTS: "THE WHY OF SUICIDE AND THE HOW OF HOPE." "MOVING FROM ISOLATION TO INCLUSION USINF THE POWER OF CONNECTION." "I DON'T KNOW WHAT TO SAY: LEAR				

SERVICE AGREEMENT VALID FROM 04-01-2022 TO 06-30-2022 PER SCOPE OF WORK / INVOICE# 001

PAID

CHECK #: 0094826320

DATE: 2-28-22

AMOUNT: 1750.00

VOUCHER#: 00623699

 BU
 Acct
 Fd
 Org
 Prog
 Sub
 Proj
 Amount
 BYear

 GENFD
 5100
 12
 FL.VS.SEAP
 64900
 00000
 570B
 1,750.00
 2022

0001035874CHAVEZA21-APR-2022

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 email address: LRCCDpurchase@losrios.com.

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

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

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Line-Sch Item/Description Quantity UOM PO Price Extended Amt Due Date

https://psreports.losrios.edu/PurchaseOrderInformation.asp

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LOS RIOS COMMUNITY COLLEGE DISTRICT

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

PURCHASE ORDER TERMS AND CONDITIONS

- 1. APPLICABLE LAW: The contract resulting from this order shall be governed by the laws of the State of California.
- 2. COMPLETION OF ORDERS: LRCCD reserves the right to withhold payment until order is completed.
- 3. DISCOUNTS: Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
- 4. INVOICES: Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
- 5. CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
- 6. BILL OF LADING: If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
- 7. TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills
- 8. FOB POINT AND FREIGHT CHARGES: Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
- 9. PATENT 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 EMPLOYER: The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity
- 12. GENERAL SAFETY ORDERS: All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
- 13. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of 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 of LRCCD.
- 14. TERMINATION: LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
- 15. ASSIGNMENT: Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
- 16. PUBLIC WORKS PROJECTS: CONTRACTOR must comply with Public Contract Code.
- 17. CA LABOR CODE: Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

 Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
- 18. NOTICE: Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact
- 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 Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage. LRCCD insurance requirements can be viewed on the following website www.losrios.edu/ourchasing.
- 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 Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
- 21. WORK AUTHORIZATION: Prior to LRCCD's acceptance of this Agreement, 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 holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 22. WARRANTY: CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/ or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law. 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 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, LRCCD 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 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

Requisition

Supplier: MISCELLANEOUS

***** CA 95825 **United States**

email:

Ship To: **RECEIVING**

10 COLLEGE PARKWAY FOLSOM CA 95630-6798 0000003680

OPEN Business Unit: GENFD Req ID: Date Page 0001035874 04/07/2022 Requisition Name: MISCOLANEOUS - DAVID BARTLEY Requester Hannah Blodgett Requester Signature

Buyer: Brenda Haney

Approved:

Entered By: KRAVCHUA 07-APR-2022

Line-Schd	Description	Quantity UOM	Price	Extended Amt Due Date
1-1	3-HOUR VIRTUAL MENTAL HEALTH PRESENTATION TO STAFF AT FOLSOM LAKE COLLEGE.	1 EA	1,750.00	1,750.00
	PRESENTATION WILL BE IN THREE PARTS: "THE WHY OF SUICIDE AND THE HOW OF HOPE." "MOVING FROM ISOLATION TO INCLUSION USINF THE POWER OF CONNECTION." "I DON'T KNOW WHAT TO SAY; LEAR			

1,750.00 Sub-total 0.00 Est. tax

Total Requisition Amount: 1,750.00

FOR DAVID BARTLEY - NEW VENDOR

<u>Org</u> <u>Prog</u> <u>Sub</u> FL.VS.SEAP 64900 00000 <u>Amount</u>

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: SEAP Project Grant: 570B

Program Director: Hannah Blodgett

Program Goal: Support equity programming and outcomes

Approval Signature	Approval Signature	Approval Signature

LOS RIOS COMMUNITY COLLEGE DISTRICT SERVICE AGREEMENT

	(Information on the purchase order a	and the back of this form are part	of this Agreement. Pleas	e read this important information.)
No	-		Attachment	to Purchase Order No.
	reement entered this 29th day of Marc RACTOR), David Woods Bartley		os Rios Community College	District (District) and Social Security No. 212-68-4457
				Godar Gecurity No C C C C C C C C C C C C C C C C C
Check (One: Sole Proprietorship Yes Partnership ne No. 916-247-6389 3 2133 Hannah Way	Corporation Checkson or FIN No. must be provided	ck One: U.S. Citizen Yes for payment)	
Are you	now or have you been an employee of the Dis	trict? Vac No NO If ve	s Data	ection
Are you	related to an employee of the District? Yes	NoNo . If yes, who	s, DateLoc	auon
of this A	greement is from (date) <u>4/1/2022</u> to (d of care, skill and diligence customarily followe	date) 6/30/2022 CONTRACed by consultants performing simila	ach separate schedule if no TOR shall perform its serv r professional services on p	ecessary, and reference the attachment). The termices hereunder in accordance with the professional projects of comparable scope and quality.
Paymen to the D Paymen terms ar CONTRA additiona	pensation. For its services hereunder, CON tof this amount shall be made in accordance istrict Accounts Payable Office, and upon receit terms are: Net 30 Days and conditions associated with its acceptance of ACTOR's goods, materials, equipment, service all or different terms and conditions on behalf or	with established District payment eipt of verification of services satis Payment will be rethis Agreement shall apply to, modes and/or labor or other items cover of CONTRACTOR.	money not to exceed \$_ schedules, and is continge factorily rendered (receiver nailed to address on purchaify, or be incorporated into ed by or delivered under this	, during the term of this Agreemen ent upon the CONTRACTOR submitting an invoice by the appropriate College/District Administrator asse order. CONTRACTOR agrees that none of the this Agreement, and the DISTRICT's acceptance of an agreement shall not constitute acceptance of an
time and immedia for hours DISTRIC not be end DISTRIC any, shalfrom CO	I for any reason by giving thirty (30) days written tely cease rendering services and promptly destacted and direct costs incurred, point may terminate the Agreement for cause which titled to any further payment, if any becomes CT, and all the DISTRICT's costs incurred by the III be paid to CONTRACTOR upon completion of NTRACTOR, in the event of a termination for contraction.	n notice of such termination to CON liver to the DISTRICT copies of all lus a 10% mark-up on direct costs ch shall be effective immediately up due, until the Project is completed. e District shall be deducted from an of the work. The DISTRICT reserves cause.	TRACTOR. In the event of prepared work product, and incurred, or the pro-rata son written notice. In the event The DISTRICT may procestly sum otherwise due CONTs all rights, including all rights.	ay terminate the Agreement for convenience at any termination for convenience, CONTRACTOR shall don't be entitled to payment share of the contract price, whichever is less. The ent of a termination for cause, CONTRACTOR shall sed with the work in any manner deemed proper by TRACTOR under this Agreement and the balance, it to recover damages, inclusive of attorneys' fees
oral or w	ration, Amendments. This Agreement (front & rritten are part of this Agreement except that the idments to this Agreement must be in writing an	e following document(s) are part of	this Agreement:	t by the parties. No other representations, whethe
	pendent CONTRACTOR not Agent.			
a. b.	employee exists between these parties and t CONTRACTOR shall be responsible for dete CONTRACTOR shall be responsible for and	he DISTRICT. rmining the means, methods, or se accountable to the DISTRICT for the	quence used to complete to the final product or service to	be provided.
C.	If, in the performance of this Agreement, any direction, supervision, and control of CONTR including hours, wages, working conditions, or	third persons are employed by CO ACTOR. Except as may be specifical discipline, hiring, and discharging, of and agreed that CONTRACTOR sha	NTRACTOR, such persons cally provided elsewhere in r any other terms of employ	s shall be entirely and exclusively under the
d.	Except as otherwise provided in this Agreement provide no training to CONTRACTOR.	ent, CONTRACTOR is qualified to		
e. f <i>.</i>	Except as otherwise provided in this Agreeme	ent, CONTRACTOR's ability to mark	ket or provide services to ar	ny other client shall not be limited by the DISTRICT.
g.	Except as otherwise provided in this Agreement Prior to DISTRICT's acceptance of this Agreement and the DISTRICT with a convertible for th	ement, CONTRACTOR shall (a) ide	ntify their status as a sole r	proprietorship, partnership, or corporation, and (h)
h.	have been paid. If CONTRACTOR fails to pa DISTRICT against any penalties and taxes le	ONTRACTOR shall provide any do ay appropriate taxes or to provide re vied against the DISTRICT by a tax	cumentation requested by equested documentation, C king agency, and to reimbur	the DISTRICT as evidence that appropriate taxes CONTRACTOR hereby agrees to indemnify the ree the DISTRICT for such penalties and taxes.
Signatur	e below by CONTRACTOR indicates that all pa	arts of this Agreement have been re	ead, understood and accep	ted.



SCOPE OF WORK FOR DAVID BARTLEY

DESCRIPTION OF PRESENTATION:

The full presentation includes three be 1-hour segments:

- "The Why of Suicide and the How of Hope."
- "Moving from isolation to inclusion using the power of connection."
- "I don't know what to say, learning the language of mental health."

See attachments for workshop descriptions and learning objectives.

In addition, both poll questions and breakout rooms will be utilized during the training.

The Why of Suicide and the How of Hope

Keynote Description

The truth is suicide doesn't look a certain way. Even before COVID-19, mental illness, trauma, and many other reasons were causing people to end their own lives tragically.

Recent suicides of the famous, the accomplished, and the people we see in our neighborhoods point out that much lies behind a forced smile, a distracting joke, or a seemingly perfect life. And then, in the aftermath of a suicide attempt, or completion, there is the understandable and agonizing cry of, "Why??!!"

This keynote chronicles the story of my journey from a suicide attempt and a decade's long fight with mental *"hellness"* to the experience of genuine mental health. Audiences sit in the front row of my life and witness both the battle and the victory over the monster of soul-crushing hopelessness.

As a result of this keynote, attendees will learn:

- What it is like to live with a crippling mental illness.
- What mental illness feels like, what it is, and what it is not.
- Some of the reasons why people end their own lives.
- The signs and the symptoms to look for in others.
- The critical need to put one's self-care on a pedestal.
- How recognition, curiosity, and expression create connection and Hope.

Moving from Isolation to Inclusion Using the Power of Connection

Workshop Description

It is safe to say that the feeling of being connected with others is the very essence of mutuality, a state of relatedness that makes life that much better.

And yet at this very moment, we are sitting front row, watching as the monster known as COVID-19 drags person after person down into the black hole of isolation, many never to be seen again.

In other words, we find ourselves living in a time of life threatening *dis-connection*. And, given the intensity of crisis, it is understandable we may feel helpless, unable to change the course of current events for ourselves or others.

But there is good news. There is a way for us to not only avoid the fall, but also a way for us to help others up and out and back into the warm embrace of togetherness.

The answer is **C-O-N-N-E-C-T-I-O-N**.

Why? Because connection creates hope, and hope saves lives.

And yet, while the solution is both simple and right before our eyes, many of us feel like we do not know how to create connection with others, especially in a world where social distancing is the norm.

This fun, fast-paced, and interactive workshop will enable participants to become master connectors. The transformation will be realized by learning a variety of ways to create real connection in all areas of our lives.

As a result of this workshop, attendees will learn:

- How to use recognition to initiate connection.
- Ways to leverage curiosity to create understanding.
- The power that lies underneath our positive expressions.
- The 3 "R's" that come when we actively create connection.

I Don't Know What to Say Learning the language of mental health.

Workshop Description

Mental health is not the privilege of a select few, but rather the birthright of us all. And yet, mental illness is one of the most significant health crises our society has faced in decades. The impact is massive, and the ripple does not stop at the front door where we work, worship, or live, it moves inside.

But there is a way to halt the flow and help those we live alongside to journey from mental "hellness" to mental wellness, and one of the most powerful ways is to leverage the power of language.

We already know that words have great power, and can be used to convey support, reflect empathy, and even help facilitate healing. And yet, when it comes to the issue of mental illness, we often hold our mouth shut for fear, we will say the wrong thing and make matters worse. Instead of stepping forward to voice our support and understanding, we either stay silent or avoid the conversation altogether.

The good news is, there is a simple way to know what to say and thus let go of our fears. This workshop teaches ways to harness the power of words so we can most effectively speak support into the lives of those living with mental illness.

As a result of this workshop, attendees will learn:

- How listening creates connection.
- The well-intentioned things we say that are harmful to others.
- How to recognize the hidden need behind a person's words.
- A variety of expressions that are helpful to someone suffering.

INVOICE



2133 Hannah Way Rocklin, CA 95765 INVOICE # DATE:

TO:

DESCRIPTION	HOURS	RATE	AMOUNT
		TOTAL	

Make all checks payable to David Bartley.

Thank you for your business!

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 Before a requisition can be processed, the following certificate must be between the Ed Code criteria.		
Section I The requisition will not go forward for processing unless you answer you	es to at least <i>one</i> of the question	is below:
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 contract.	Yes	
 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 	ot <u>d</u>	
property, for example a service contract for office equipment. Contracting out is necessary to avoid a conflict of interest or other legal problem,		Ф
or where an outside perspective is needed. The service is needed to respond to an emergency. The contract shall be no longe. The contractor will provide equipment, materials, facilities or support services the		Q
could not feasibly be provided by District staff. The services are so urgent, temporary or occasional that the delay in the District's hiring process would frustrate the purpose.	s o	a a
Section II If the services do not fall within one of the above exceptions, the recursiver yes to all of the following questions:	quisition will not go forward u	nless you
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 the 		
costs would be exclusively caused by the work. c. The District shall include the District's costs of supervising, inspecting or model. The services are not being contracted out solely to save money. The contract does not cause the displacement of District employees. The savings must be large enough that market fluctuations will not tip the balance. The amount of savings must clearly justify the size and duration of the contract. The contract must be publicly bid. The contract includes specific qualifications of the staff that will perform the work.	e	
and includes nondiscrimination provisions. 8. There is minimal risk of contractor rate increases. 9. The contract is with a firm.	0	0
 The potential economic advantage of contracting out is not outweighed by the pu interest in having the work done in-house. 	blic	
f the services do not qualify under Section I or II, then the services murequisition cannot be processed.	ust be completed by District sta	ff and the
Certified by: Hannah Blodgett Date	: 4/1/22	
(Dean or other Authorized Signature)		

2/24/03

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:

Selection Committee Member/Date
Selection Committee Member/Date
Selection Committee Member/Date
Selection Committee Member/Date
FICIAL USE ONLY:

BUYER/DATE:

LOS RIOS COMMUNITY COLLEGE DISTRICT INDEPENDENT CONTRACTOR v. EMPLOYEE CHECKLIST

The "ABC test" is required to determine if workers in California are employees or independent contractors for purposes of the Labor Code, the Unemployment Insurance Code, and the Industrial Welfare Commission (IWC) wage orders. Under the ABC test, a worker is considered an employee and not an independent contractor, unless the hiring entity satisfies **all three** of the following conditions:

		Yes	No
A.	Is the worker free from the control and direction of the District in connection with the performance of the work? The District likely satisfies this condition if the District tells the worker what work product to provide, and the worker decides how to perform the work.	Continue to B	Stop, this is an employee
В.	 Will the worker perform work that is outside the usual course of the District's business? The worker will likely be considered an employee if the worker provides services in a role comparable to that of an existing employee. If the worker will be performing tasks of teaching, learning, or providing educational opportunities, please further consider the items below: The worker will likely be considered an employee if the worker will be actively involved in more than one semester of classes offered by the District. The worker will likely be considered an employee if the task the worker will perform is essential to the District's ability to offer a class or a particular educational opportunity. If the task that the worker will perform enhances the District's level of instruction, the task is not "essential." 	Continue to	Stop, this is an employee
C.	Is the worker customarily engaged in an independently established trade, occupation, or business? The worker will likely be considered an employee if an individual's work relies on a single employer. The independent business operation must actually be in existence at the time the work is performed.	"Yes" answers to all conditions A-C indicate an independent contractor relationship	Stop, this is an employee

If you believe that the individual qualifies as an independent contractor, submit a requisition, service agreement, this 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.