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 9676 SEA CLIFF CT ELK GROVE CA 95758

Phone: (916) 424-3701

email: drtamekajackson@gmail.com

PURCHASE ORDER NO 0001116381 CHANGE ORDER

| Date | Revision | Page |
|-------------|------------------|-----------------|
| 06/29/2021 | 1 - 03/09/202 | 2 1 |
| Payment Ter | ms Freight Terms | Ship Via |
| NET 30 | Shipping Point | Best Method |
| Reference: | | Location / Dept |
| 1030133 SEN | JECALM HANEYB | 04ASPH47 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

Tax Exempt? N

| Line-Sch | Item/Description | Quantity UOM | PO Price | Extended Amt | Due Date |
|----------|--|--------------|-----------|--------------|------------|
| 1- 1 | 384B MENTAL HEALTH SERVICES PROVIDED BY TAMEKA JACKSON, A LICENSED CLINICAL PSYCHOLOGIST (PSY24867) TO COLLEGE STUDENTS SUFFERING FROM ANXIETY, DEPRESSION, LOW SELF-ESTEEM, ANGER MGMT, RELATIONSHIP CHALLENGES, GRIEF, & TRAUMA. VALID 07/01/21 - 06/30/22 | 1.00EA | 40,000.00 | 40,000.00 | 05/01/2022 |
| 2- 1 | 425E MENTAL HEALTH SERVICES PROVIDED BY TAMEKA JACKSON, A LICENSED CLINICAL PSYCHOLOGIST (PSY24867) TO COLLEGE STUDENTS SUFFERING FROM ANXIETY, DEPRESSION, LOW SELF-ESTEEM, ANGER MGMT, RELATIONSHIP CHALLENGES, GRIEF, & TRAUMA. VALID 07/01/21 - 06/30/22 | 1.00 EA | 40,000.00 | 40,000.00 | 05/01/2022 |

PO TERM TO 04/30/2022

PSA LRCCD# 21-0357 VALID 05-12-21 TO 05-11-24 (EXECUTED COPY ATTACHED)

03-09-22 PER T. ZABEGALIN CLOSE LINE# 1 384B AND ADD LINE# 2 425E. NEW PO TOTAL \$80,000.00 (BH)

Sub Total Amount Sales Tax Amount Total PO Amount

| 80,000.00 |
|-----------|
| 0.00 |
| 80,000.00 |

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.

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 JAČKSON TAMEKA 9676 SEA CLIFF CT **ELK GROVE CA 95758**

(916) 424-3701 Phone:

email: drtamekajackson@gmail.com

PURCHASE ORDER NO 0001116381 CHANGE ORDER

| Date | Revision | Page |
|------------|-------------------|-----------------|
| | | _ |
| 06/29/2023 | 1 - 03/09/202 | 2 2 |
| Payment Te | rms Freight Terms | Ship Via |
| NET 30 | Shipping Point | Best Method |
| Reference: | | Location / Dept |
| 1030133 SE | NECALM HANEYB | 04ASPH47 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

| npt? N | l | | | | | | | | | |
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| 1 | | Item/Description | on | | | Quantity | UOM | PO Price | Extended Amt | Due Date |
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| Acct | Fd | Org | Prog | Sub | Proj | Amount | BYe | ear | | |
| 5100 | 12 | FL.VS.COUN | 63100 | 00000 | 384B | 40,000.00 | | | | |
| 5100 | 12 | FL.VS.HLTH | 64400 | 00000 | 425E | 40,000.00 | 202 | 22 | | |
| | Acct 5100 | Acct Fd 5100 12 | Acct Fd Org 5100 12 FL.VS.COUN | Acct Fd Org Prog 5100 12 FL.VS.COUN 63100 | Item/Description | Item/Description | Acct Fd Orq Proq Sub Proj Amount 5100 12 FL.VS.COUN 63100 00000 384B 40,000.00 | Acct Fd Orq Proq Sub Proj Amount BYe 5100 12 FL.VS.COUN 63100 00000 384B 40,000.00 202 | Acct Fd Orq Prog Sub Proj Amount BYear 5100 12 FL.VS.COUN 63100 00000 384B 40,000.00 2022 | Acct Fd Orq Prog Sub Proj Amount BYear 5100 12 FL.VS.COUN 63100 00000 384B 40,000.00 2022 |

0001030133CHAVEZA18-JUN-2021

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

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

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Supplier: 0000043540 JACKSON TAMEKA 9676 SEA CLIFF CT ELK GROVE CA 95758

Phone: (916) 424-3701

email: drtamekajackson@gmail.com

PURCHASE ORDER NO 0001116381

| Date | Revision | Page |
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| 06/29/202 | 21 | 1 |
| Payment Te | erms Freight Term | ns Ship Via |
| NET 30 | Shipping Point | t Best Method |
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| 1030133 SE | ENECALM HANEYB | 04ASPH47 STUSVC |

Ship To: FOLSOM LAKE COLLEGE

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10 COLLEGE PARKWAY FOLSOM CA 95630 United States

Bill To: LRCCD

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| Line-Sch | Item/Description | Quantity UOM | PO Price | Extended Amt | Due Date |
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| 1- 1 | MENTAL HEALTH SERVICES PROVIDED BY TAMEKA JACKSON, A LICENSED CLINICAL PSYCHOLOGIST (PSY24867) TO COLLEGE STUDENTS WHO SUFFER FROM ANXIETY, DEPRESSION, LOW SELF-ESTEEM, ANGER MANAGEMENT, RELATIONSHIP CHALLENGES, GRIEF, & TRAUMA. VALID 07/01/21 - 06/30/22 | 1.00EA | 40,000.00 | 40,000.00 | 05/01/2022 |

LRCCD# 21-0357

VALID 05-12-21 TO 05-11-24

Paid Amt \$ 3300 Ch# 94-817552 08/04/21 as of 09/07/21 Sub Total Amount Sales Tax Amount Total PO Amount 40,000.00 0.00 40,000.00

<u>BU</u> <u>Act</u> <u>Fd</u> <u>Org</u> <u>Prog</u> <u>Sub</u> <u>Proj</u> <u>Amount</u> <u>BYear</u> GENFD 5100 12 FL.VS.COUN 63100 00000 384B 40,000.00 2022

0001030133CHAVEZA18-JUN-2021

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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

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Requisition

Supplier: JACKSON TAMEKA

9676 SEA CLIFF CT ELK GROVE CA 95758

United States

Phone: (916) 424-3701

email: drtamekajackson@gmail.com

Ship To: RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630-6798 0000043540

Buyer: Brenda Haney

Approved:

Entered By: KRAVCHUA 26-APR-2021

| Line-Schd | Description | Quanti | ty UOM | Price | Extended Amt Due Date |
|-----------|--|--------|--------|-----------|-----------------------|
| 1-1 | MENTAL HEALTH SERVICES PROVIDED BY TAMEKA JACKSON, A LICENSED CLINICAL PSYCHOLOGIST (PSY24867) TO COLLEGE STUDENTS WHO SUFFER FROM ANXIETY, DEPRESSION, LOW SELF-ESTEEM, ANGER MANAGEMENT, RELATIONSHIP CHALLENGES, GRIEF, & TRAUMA. VALID 07/01/21-06/30/22 | 1 | EA | 40,000.00 | 40,000.00 |

40,000.00 Sub-total

0.00 Est. tax

Total Requisition Amount: 40,000.00

QUOTE ATTACHED

TAMEKA JACKSON (916)304-4602 1531 CORPORATE WAY SACRAMENTO, CA 95831

ROUTING SHEET ATTACHED

<u>BU</u> <u>Acct Fd</u> <u>Org</u> <u>Prog Sub</u> <u>Proj Amount</u> GENFD 5100 12 FL.VS.COUN 63100 00000 384B 40,000.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: COUN Project Grant: 384B

Program Director: Molly Senecal

Program Goal: Mental Health Services for Students

| Approval Signature | Approval Signature | Approval Signature |
|--------------------|--------------------|--------------------|
| | | |

1531 Corporate Way Sacramento, CA 95831

www.drtamekajackson.com

April 23, 2021

To whom it may concern:

This letter is to indicate my rate to provide therapeutic services to FLC students for the 2021/2022 school year. My current rate is \$160 per hour. Payments should be mailed to the following address:

9676 Sea Cliff Ct. Elk Grove, CA 95758

Please let me know if you require additional information.

Thank you,

Tameka Jackson

Licensed Psychologist

PSY24867

PROFESSIONAL SERVICES AGREEMENT TAMEKA JACKSON

THIS AGREEMENT, made and entered May 12, 2021, by and between Los Rios Community College District, a local agency, ("the DISTRICT") and Tameka Jackson, ("CONSULTANT").

- Scope of Work. CONSULTANT shall perform the consulting services as set forth in CONSULTANT'S Proposal
 which is attached hereto, marked as Attachment "A." The work shall be completed by May 11, 2024.
 - A. <u>Standard of Care:</u> CONSULTANT 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. The approval of any document by the DISTRICT or its representatives or agents shall not relieve the CONSULTANT from such liability as the CONSULTANT might otherwise have for professional errors or omissions in the conduct of its obligations under this Agreement.
 - B. Additional Work/Deletion of Work: Consultant shall not perform any additional or extra work or incur any additional expenses beyond that set forth hereunder without the express written approval of DISTRICT. Modifications or additions to the services performed by CONSULTANT not approved in writing by DISTRICT shall be considered null and void and shall not be compensated. DISTRICT shall also have the right to delete any portion of the work or services to be performed by CONSULTANT described hereunder. In such event, CONSULTANT's compensation shall be reduced in proportion to the percentage of work or services actually deleted.
- 2. Compensation. For its services hereunder, CONSULTANT shall be compensated as set forth in Attachment "A." However, in no event shall CONSULTANT be paid in excess of the fixed price or "not to exceed" proposal contained in Attachment "A," unless prior to commencing any additional services, the CONSULTANT has submitted a fixed price or "not to exceed" proposal for the additional services and the DISTRICT has given prior written approval to CONSULTANT to perform those services.
 - A. <u>Final Payment:</u> Within thirty (30) days of a Notice of Completion being issued and/or when CONSULTANT'S work/services under this Agreement are finally complete, whichever is later, CONSULTANT shall submit to the DISTRICT a request for final payment. Each request for payment shall include all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the DISTRICT shall pay the CONSULTANT within thirty (30) days thereof.
 - B. <u>Withholding Payment:</u> DISTRICT may withhold any current or future payment, in whole or in part, or decline to make any payment, to protect the DISTRICT from any claim, damage or other loss arising from or related to the performance of, or failure to perform by, CONSULTANT under this Agreement.
 - C. Audit: All of the foregoing is subject to the right of the DISTRICT to audit all requests for payment, including the books and records of the CONSULTANT in connection therewith. CONSULTANT shall maintain (and shall require its subconsultants to maintain) any and all records, documents and data pertaining to the services provided hereunder for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon 48 hours written request by DISTRICT. The records shall be available at CONSULTANT's address indicated for receipt of notices in this Agreement. Where DISTRICT has reason to believe that such records or documents may be lost or discarded, DISTRICT may, by written request by any of the above-named officers, require that custody of such records and documents be given to DISTRICT and that such records and documents shall be maintained by DISTRICT. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest during regular business hours.
- 3. Time. CONSULTANT shall complete the services described in Attachment "A" hereto pursuant to the time schedule set forth in Attachment "A." CONSULTANT shall perform and complete all other services hereunder expeditiously, and in accordance with the dates set forth in Attachment "A," and, if applicable, any schedule or schedules which may pertain to a particular project as may be issued in writing from time to time to CONSULTANT by DISTRICT. Time is of the essence in this Agreement. Neither CONSULTANT nor DISTRICT shall be liable to

the other for delay in performing under this Agreement, or for the direct or indirect cost resulting from such delay, if such delay is directly caused by labor strike, riot, public disturbances, war, fire, extraordinary weather conditions or natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party, provided that the party asserting such an event as a cause of delay shall give the other party written notice of the same within five (5) days of the occurrence of the event giving rise to the delay.

- 4. Termination For Convenience. The DISTRICT shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONSULTANT. Upon notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement and shall promptly deliver to the DISTRICT copies of all information prepared pursuant to this Agreement. In that event, DISTRICT shall pay CONSULTANT only the following amounts: (A) the hourly rates set forth in Attachment "A" for all those hours worked up to the notice of termination; (B) the direct costs, if any, actually incurred and/or paid by CONSULTANT for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the work and/or services of the CONSULTANT under this Agreement; and (C) a ten percent (10%) markup on the direct costs as described in "(B)".
- 5. Termination for Default. If CONSULTANT fails to perform any of its material obligations under this Agreement, and if such default is not cured within five (5) calendar days' notice from DISTRICT to CONSULTANT, in addition to all other remedies provided by law, DISTRICT may, at its sole option, (i) immediately terminate this Agreement; (ii) provide any funds, make any reasonable payments, and make any reasonable purchases necessary to cure any such default, and deduct the costs thereof from any money then due or thereafter to become due to CONSULTANT hereunder or otherwise; (iii) take possession of all materials purchased and/or provided by CONSULTANT to perform its services, and obtain from CONSULTANT working copies of all project documents prepared by CONSULTANT for the purpose of allowing DISTRICT or another consultant to complete the services or any portion thereof, all of which materials and documents CONSULTANT hereby assigns to DISTRICT effective upon any such default by CONSULTANT; (iv) employ any other person, persons or consultants to complete the services or any portion thereof in whatever reasonable manner DISTRICT may deem expedient; and/or (v) if DISTRICT deems that it is not in its best interests to correct defects or deficiencies in the services, materials or documents supplied or provided by CONSULTANT, DISTRICT, at its sole option, may accept such defective or deficient services and deduct the diminution in value from any money then due or thereafter to become due to CONSULTANT hereunder or otherwise.
- 6. FORCE MAJEURE. District shall not be liable for, and shall have the option to terminate or suspend this Agreement by written notice to CONTRACTOR upon, any delay or failure of performance hereunder due to any cause beyond the reasonable control of DISTRICT, including, without limitation, acts of God, natural disasters, strikes, disturbances of peace, riots, war, insurrection, acts of terrorism, governmental action, government shutdowns, government issued states of emergency, quarantine restrictions, epidemics, or other emergencies including planned or unplanned closures of the DISTRICT campus for public health, welfare, or safety purposes, which make it inadvisable, excusable, or impossible to perform this Agreement (each, a "Force Majeure Event").

7. CONSULTANT Information

A. Property of District: All reports, documents, work product, and other materials (collectively "Work Product") developed, prepared or discovered by CONSULTANT or any other party engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of DISTRICT without restriction or limitation upon their use by DISTRICT. CONSULTANT hereby assigns to DISTRICT all rights, title and interest in all copyrights, trademarks, patents and rights to ideas in and to all versions of the Work Product. CONSULTANT agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any actions which would impair those rights. CONSULTANT's responsibilities include, but are not limited to, placing proper notices of copyright on all versions of the Work Product and refraining from disclosing any version of the Work Product to any third party without DISTRICT's prior written consent. Unless otherwise provided in writing, the DISTRICT shall have full ownership and control, including ownership of any copyrights, of all Work Product.

B. <u>Public Records Act</u>: All proprietary and other information received from CONSULTANT by the DISTRICT will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to

the DISTRICT, the DISTRICT shall give notice to CONSULTANT of any request for the disclosure of such information. The CONSULTANT will then have five (5) days from the date it receives such notice to enter into an agreement with the DISTRICT, satisfactory to legal counsel for the DISTRICT, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the DISTRICT in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual "trade secret" designation of such information. Failure to timely respond or enter into an acceptable agreement shall be deemed to have waived of any rights regarding the information designated "trade secret" by CONSULTANT, and such information will be disclosed by DISTRICT pursuant to applicable procedures required by the Public Records Act.

- C. <u>Termination</u>: Upon the request of DISTRICT, or upon the termination or expiration of this Agreement, CONSULTANT shall immediately deliver to DISTRICT all reports, documents, and other work performed by CONSULTANT under this Agreement, Work Product, including, but not limited to, all Work Product prepared, developed or stored by or on any computer (e.g., all information on disks, diskettes, or computer-related media). CONSULTANT may retain copies thereof for its files and internal use. The DISTRICT will hold harmless the CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project or engagement associated with this Agreement unless the DISTRICT obtains a validation of that use or reuse from the CONSULTANT.
- D. CONSULTANT shall cause each of its subconsultants to comply with each provision of this Section 6 applicable to CONSULTANT. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.
- 8. Access to Work Product. Duly authorized representatives of the DISTRICT shall have right of access to CONSULTANT'S technical plans, files and records relating to the performance of the services hereunder subject to 48 hours written request to access the identified information or Work Product.
- 9. Licenses, Permits, Etc. CONSULTANT represents and warrants to the DISTRICT that CONSULTANT has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement.

10. Independent Contractor Not Agent.

- A. CONSULTANT (including CONSULTANT'S employees) is an independent contractor and no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT'S employees or assigned personnel shall be entitled to any benefits payable to employees of the DISTRICT. CONSULTANT will be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT hereby agrees to indemnify and hold the DISTRICT harmless from claims by any of CONSULTANT'S employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control and direction of the DISTRICT as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. To the extent that CONSULTANT obtains permission to, and does, use the DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT'S sole discretion based on the CONSULTANT'S determination that such use will promote CONSULTANT'S efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that CONSULTANT use the DISTRICT facilities, equipment or support services or work in the DISTRICT locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. 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 CONSULTANT. It is further understood and agreed that CONSULTANT shall

issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT'S employees, assigned personnel and subcontractors.

D. Except as the DISTRICT may specify in writing, CONSULTANT and CONSULTANT'S personnel shall have no authority, express or implied, to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the District to any obligations.

- 11. Disqualified Employees. CONSULTANT 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 87008-87011. If the DISTRICT, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove such person(s) immediately upon receiving notice from the DISTRICT of the desire of the DISTRICT for the removal of such person(s).
- 12. Indemnification. To the fullest extent permitted by applicable law, CONSULTANT shall defend, indemnify, and save harmless District (including their inspectors, project managers, trustees, officers, agents, members, employees, affiliates, consultants, sub consultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, CONSULTANT'S work or services to be performed under this Agreement, including, but not limited to personal injury to any person, death to any person, damage to any property, penalties, infringement of patent rights, claims and liens for labor performed or materials used or furnished to be used on the Work, failure to comply with the provisions requiring insurance, any violation by CONSULTANT of any law, order or regulation arising out of or resulting from this Agreement, or, except as otherwise prescribed by applicable law, as caused or alleged to be caused, in whole or in part, by any negligent act or omission of District or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

The obligations set forth in this section shall not be limited by the insurance requirements set forth herein.

CONSULTANT's indemnification obligations shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants or independent contractors who are directly responsible to District, or for defects in design furnished by such persons. It is intended that this Article shall comply with California Civil Code § 2782, et seq., to the extent applicable to the CONSULTANT's obligations as set forth in this Article. If it is determined by a Court of competent jurisdiction that any aspect of this Article exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

- 13. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall provide the District additional insured endorsements that name the DISTRICT as an additional insured on the CONSULTANT'S General Liability policy and Automobile Liability policy.
 - A. Minimum Scope of Insurance: Coverage shall be:
 - Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
 - 2. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

- Professional Liability (Errors and Omissions). Insurance against loss due to error, omission or malpractice, unless waived in writing by the District, with \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.
- B. Other Provisions: If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of CONSULTANT'S services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT. CONSULTANT'S insurance coverage shall be primary insurance with respect to the DISTRICT. The CONSULTANT'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. Any insurance or selfinsurance maintained by DISTRICT shall be in excess of CONSULTANT'S insurance and shall not contribute with it. Each insurance policy required by this Agreement shall be endorsed to state that coverages 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, CONSULTANT shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section. On request, CONSULTANT shall furnish copies of any and/or all of the required insurance policies.
- 14. Liability of District. DISTRICT's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
- 15. Equal Opportunity. CONSULTANT shall comply with the Executive Order 11246 as currently amended and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations." CONSULTANT, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not unlawfully discriminate on the grounds of ethnic group identification, race, color, gender, gender identity, gender expression, sex, sexual orientation, sexual identity, pregnancy, childbirth or related medical condition, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status as defined in Section 12926 of the California Government Code. In all solicitations made by CONSULTANT for work to be performed under any subcontract, CONSULTANT shall notify each potential subcontractor or supplier of CONSULTANT'S obligation under this Agreement and the Regulations. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- 16. Compliance with Laws; Attorneys' Fees; Successors. CONSULTANT shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. This Agreement shall be governed by the laws of the State of California excluding its choice of law rules. 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. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto. 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.
- 17. ADA Standards. CONSULTANT represents and warrants that any software/hardware/communications system/equipment (collectively "technology") provided under this Agreement 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.

Technology that will be used on a mobile device must also be navigable with VoiceOver on iOS devices in addition to meeting WCAG 2.0 level AA.

If portions of the technology or user experience are alleged to be non-compliant or non-accessible at any point, DISTRICT will provide CONSULTANT with notice of such allegation and CONSULTANT shall use its best efforts to make the technology compliant and accessible. If a state or federal department, office or regulatory agency, or if any other third party administrative agency or organization ("Claimants"), make a claim, allegation, initiates legal or regulatory process, or if a court finds or otherwise determines that technology is non-compliant or non-accessible, CONSULTANT shall indemnify, defend and hold harmless the DISTRICT from and against any and all such claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to Claimants' claims.

CONSULTANT shall also fully indemnify DISTRICT for the full cost of any user accommodation that is found to be necessary due to an identifiable lack of accessibility in the CONSULTANT's technology. If necessary, an independent 3rd party accessibility firm using POUR standards (Perceivable, Operable, Understandable and Robust) may be used to validate the accessibility of the technology.

- 18. Integration, Amendments. Along with Attachment "A" and the Student Record Addendum (if any), this is an integrated agreement and contains all of the terms, considerations, understanding, and promises of the Parties. It shall be read as a whole. All amendments to this Agreement must be in writing and signed by an authorized representative of both Parties.
- 19. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Attachment "A," or any other document included herein, the provisions of this Agreement shall govern. Notwithstanding any express or implied language to the contrary in Attachment "A" or any other document attached hereto, there shall be no limits on the DISTRICT'S ability to recover damages from CONSULTANT in the event of any claim, action, lawsuit or other legal action by the DISTRICT against CONSULTANT, and any language purporting to impose limits on recovery of damages is null and void, including any language purporting to increase liability for damages in exchange for additional payment or compensation to CONSULTANT.
- 20. Notices. Any notices to Parties required by this Agreement shall be delivered, faxed, emailed or mailed, U.S. First Class postage prepaid addressed as follows:

LOS RIOS COMMUNITY COLLEGE DISTRICT

Director, General Services 1919 Spanos Court

Sacramento, CA 95825

Phone: 916-568-3057 FAX: 916-286-3636

Tameka Jackson 1531 Corporate Wat Sacramento, CA 95831

Phone:

Email: drtamekajackson@gmail.com

CONSULTANT Social Security/Federal ID # On File

Check One:

Sole Proprietorship □ Partnership □ Corporation

Either Party may amend its address for notice by notifying the other Party in writing. Each Party must provide the other with any and all updates to the above addresses.

21. Solicitation/Conflicts of Interest. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making this Agreement. CONSULTANT certifies that it has disclosed to DISTRICT any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise DISTRICT of any actual, apparent or potential conflicts of interest that may develop subsequent to the Date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest as may be required by applicable law.

- **22. Assignment Prohibited.** No Party to this Agreement may 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.
- 23. Severance. If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid or unenforceable, a provision will be added as a part of this Agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- 24. Waiver. CONSULTANT agrees that a waiver by District of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONSULTANT and/or the failure of the DISTRICT to object to any aspect of the work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

ate: 06/10/21

By: Jamie Ruggles

Director Accounting Services

TAMEKA JACKSON

Date: 5-23-21

Name: Tameka Jackson

Title: licensed psychologist Ph

ATTACHMENT A

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
- Referrals to community resources and longer-term care options for students needed services beyond the scope of this service

Consultant shall:

- Work closely with FLC Dean of Student Success and Health Services to accomplish mutually agreed upon mental health goals for the campus.
- Provide monthly statistical reports (number of visits, types of services provided, number of participants attending group sessions, and general categories of diagnoses treated.)
- 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.





Certificate of Liability Insurance

Date Issued: 01/25/2021

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058

Administered by: CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: Tameka Jackson Policy Number: AR51969

1531 Corporate Way

Policy Term: 02/01/2021 to 02/01/2022
Sacramento, CA 95831

Occupation: Licensed Psychologist

Covered Locations

Professional Liability: Portable coverage, not location specific

General Liability Insured Location(s): 10 College Parkway, Folsom, CA 95630

| Coverage Type (Occurrence Form) | Per Incident (Per individual claim) | Aggregate (Total amount per year) | |
|---|--|--------------------------------------|--|
| Professional Liability | \$ 1,000,000 | \$ 3,000,000 | |
| Supplemental Liability | \$ 1,000,000 | \$ 3,000,000 | |
| Licensing Board Defense | \$ 35,000 | \$ 35,000 | |
| Commercial General Liability • Fire/Water Legal Liability | \$ 1,000,000 \$ 250,000 | \$ 3,000,000 \$ 250,000 | |
| Business Personal Property | N/A | N/A | |

Comments/Special Descriptions:

Certificate Holder

PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative C. Philip Hodson

(, Philp Hoston

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

| Date | Invoice # | | |
|-----------|-----------|--|--|
| 5/31/2021 | 2021-301 | | |

Bill To:

Folsom Lake College 10 College Parkway Folsom, CA 95630

| Description | Hours | Rate | Amount |
|--|------------------|----------------------------|--|
| Therapy & Consulting Services - 5/6 Therapy & Consulting Services - 5/12 Therapy & Consulting Services - 5/13 Therapy & Consulting Services - 5/27 | 7 1 7 7 | 150.00 150.00 150.00 | 1,050.00 150.00 1,050.00 1,050.00 |
| | | Balance Due | \$3,300.00 |

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

| Date | Invoice # |
|-----------|-----------|
| 8/31/2021 | 2021-567 |

Bill To:

Folsom Lake College 10 College Parkway Folsom, CA 95630 REC# 0001098561

| Description | Hours | Rate | Amount |
|--------------------------------------|-------|-------------|----------|
| Therapy & Consulting Services - 8/26 | 6 | 150.00 | 900.00 |
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| | | Balance Due | \$900.00 |

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

| Date | Invoice # |
|-----------|-----------|
| 9/30/2021 | 2021-595 |

Bill To:

Folsom Lake College 10 College Parkway Folsom, CA 95630

REC# 0001098562

| Description | Hours | Rate | Amount |
|--|----------------------------|--|--|
| Therapy & Consulting Services - 9/9 Therapy & Consulting Services - 9/16 Therapy & Consulting Services - 9/21 Therapy & Consulting Services - 9/22 Therapy & Consulting Services - 9/23 Therapy & Consulting Services - 9/30 | 7 6 1 1 6 6 | 150.00 150.00 150.00 150.00 150.00 | 1,050.00 900.00 150.00 150.00 900.00 900.00 |
| | | Balance Due | \$4,050.00 |

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

| Date | Invoice # |
|------------|-----------|
| 10/31/2021 | 2021-655 |

Bill To:

Folsom Lake College 10 College Parkway Folsom, CA 95630 REC # 0001098766

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

| Date | Invoice # |
|----------|-----------|
| 8/4/2021 | 2021-505 |

Bill To:

Folsom Lake College 10 College Parkway Folsom, CA 95630

REC# 0001098767

| Description | Hours | Rate | Amount |
|--|-------|------------------|------------------|
| Therapy & Consulting Services - 7/26 Therapy & Consulting Services - 8/4 | Hours | 150.00 150.00 | 150.00 150.00 |
| | | Balance Due | \$300.00 |

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

| Date | Invoice # |
|------------|-----------|
| 11/30/2021 | 2021-745 |

Bill To:

Folsom Lake College 10 College Parkway Folsom, CA 95630 PO 0001116381 REC# 0001099471

| Description | Hours | Rate | Amount |
|---|-------|------------------|------------|
| Therapy & Consulting Services - 11/17 | 1 | 150.00 | 150.00 |
| Therapy & Consulting Services - 11/18 | 6 | 150.00 | 900.00 |
| Therapy & Consulting Services - 12/1 | 1 | 150.00 | 150.00 |
| Therapy & Consulting Services - 12/2 Therapy & Consulting Services - 12/9 | 6 8 | 150.00 150.00 | 900.00 |
| Therapy & Consulting Services - 12/9 | 0 | 150.00 | 1,200.00 |
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| | | Balance Due | \$3,300.00 |

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

| Date | Invoice # |
|-----------|-----------|
| 1/31/2022 | 2022-043 |

Bill To:

Folsom Lake College 10 College Parkway Folsom, CA 95630 REC # 0001100144 DTD 2/7/22

| Description | Hours | Rate | Amount |
|--|--------|------------------|------------------|
| Therapy & Consulting Services - 1/20/22 Therapy & Consulting Services - 1/27/22 | 6 6 | 150.00 150.00 | 900.00 900.00 |
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| | | Balance Due | \$1,800.00 |

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

| Date | Invoice # |
|-----------|-----------|
| 2/28/2022 | 2022-069 |

Bill To:

Folsom Lake College 10 College Parkway Folsom, CA 95630

PO 0001116381 LN2 REC# 0001100731 DTD 3/15/22

| Description | Hours | Rate | Amount |
|--|--------|------------------|------------------|
| Therapy & Consulting Services - 2/3/22 | 6 | 150.00 | 900.00 |
| Therapy & Consulting Services - 2/10/22 Therapy & Consulting Services - 2/17 | 6 6 | 150.00 150.00 | 900.00 900.00 |
| Therapy & Consulting Services - 2/17 Therapy & Consulting Services - 2/24 | 8 | 150.00 | 1,200.00 |
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| | | Balance Due | \$3,900.00 |

9676 Sea Cliff Court Elk Grove, CA 95758

Invoice

| Date | Invoice # |
|-----------|-----------|
| 3/31/2022 | 2022-130 |

Bill To:

Folsom Lake College 10 College Parkway Folsom, CA 95630

REC# 0001101266 4/12/22

| Description | Hours | Rate | Amount |
|---|-------|------------------|------------------|
| Description | | | |
| Therapy & Consulting Services - 3/3/22 Therapy & Consulting Services - 3/10/22 | 6 | 150.00 150.00 | 900.00 900.00 |
| Therapy & Consulting Services - 3/17/22 Therapy & Consulting Services - 3/17/22 | 6 7 | 150.00 | 900.00 |
| Therapy & Consulting Services - 3/31/22 | 7 | 150.00 | 1,050.00 |
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| | | Balance Due | \$3,750.00 |

* TAMERA JACKSON

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0001116381 Po#0001116381

REUR # 000 110 4508

10/25/22 Baha

* Lu#2, RCVD.

- No Receipt