

# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

**PURCHASE ORDER NO 0001083816  
 CHANGE ORDER**

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
10/14/2015	2 - 12/03/2015	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
815711 HARRELL K ROUILLES	04ADMN	

**Supplier:** 0000036862  
 HEALTH GATEKEEPERS INC  
 6612 EUREKA ROAD  
 GRANITE BAY CA 95746

**Phone:** (916) 599-8717

**email:** martykhatib@gmail.com

**Ship To:** FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630  
 United States

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

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	COMPLETE CURRICULUM DEVELOPMENT & FLC APPROVAL OF CT CERTIFICATE	1.00	EA	15,186.33	0.00	CANCEL
2- 1	COMPLETE CURRICULUM DEVELOPMENT & FLC APPROVAL OF MRI CERTIFICATE	1.00	EA	22,779.50	22,779.50	10/13/2015
3- 1	COMPLETE CURRICULUM DEVELOPMENT & FLC APPROVAL OF IR CERTIFICATE	1.00	EA	22,779.50	22,779.50	10/13/2015

Tax Exempt? N

SBAI 11-18-15

12-03-15 CANCEL PO LINE 1 AND CHANGE UNIT PRICE ON PO LINES 2 & 3 TO \$22,779.50 PER B HANEY. PO TOTAL REMAINS THE SAME AT \$45,559.00 - SR

**DO NOT SEND TO VENDOR**

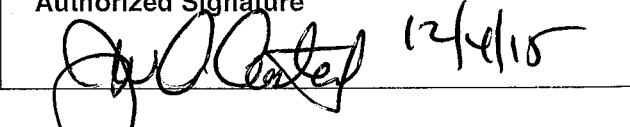
Sub Total Amount	45,559.00
Sales Tax Amount	0.00
Total PO Amount	45,559.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	FL.VI.CTEF	12250	00000	482F	45,559.00	2016

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**  
  
 12/4/15

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

## LOS RIOS COMMUNITY COLLEGE DISTRICT

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

### PURCHASE ORDER TERMS AND CONDITIONS

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

# Purchase Order / Change Order Request

(One PO per Request)

PO # 0001083816

Request Date: 11/23/15

College/Dept.: KHA &

WORKFORCE DEVELOPMENT

Vendor Name HEALTH GATEKEEPERS INC

Cancel Line(s) # 1 Description COMPLETE CURR DEVEL - CT CERTIFICATE  
(Cannot cancel an item that has been received or invoiced).

Change Unit Price on Line# 2 to \$22,779.50

Change Unit Price on Line# 3 to \$22,779.50

**FUND 12 Requirement – Complete if adding new department org, or project/grant#:**

Program Name: 60% CTE ENHANCEMENT GRANT

Project/Grant Number: 482F

Program Director/Coordinator Signature:

*Athleen Kuklin, VPA*

OTHER:

**From:** [Haney, Brenda](#)  
**To:** [Kirklin, Kathleen](#)  
**Subject:** HEALTH GATEKEEPERS INC\_0001083816\_CHANGE ORDER  
**Date:** Wednesday, December 02, 2015 11:02:35 AM  
**Attachments:** [Change Order - Health GateKeepers Inc. 0001083816 12-02-15.pdf](#)  
**Importance:** High

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Kathleen - Please forward this email to FLC-Purchase for processing of attached Change Order.

Purchasing - Original hardcopies (of attached) are in today's mail - signatures required on revised contract/agreement – confirming changes to PO.

Thank you,

*Brenda Haney*

Business Services

Folsom Lake College | 10 College Parkway | Folsom, CA 95630

 916.608.6635 |  [haneyb@flc.losrios.edu](mailto:haneyb@flc.losrios.edu)



LOS RIOS COMMUNITY COLLEGE DISTRICT

*Revision #2*

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

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

Agreement/Contract With: Healthcare Gatekeepers Inc.

Subject Matter: Curriculum development for MRI & IR certificates

This agreement consists of the following documents:

Agreement & Exhibit A (revised term 2D & Exhibit A)

Funding Source: 60% CTE Enhancement Grant Amount \$ 45,559-

**Approved as to Substance** (Originator)

By: *Kimi Hawrel*  
Area Manager/Supervisor

Date: 11-23-15

Kimi Hawrel  
(Print Name)

**College VPA, DO, FM, Director**

By: *Kathleen Finkler*

Date: 12/2/15

(Print Name)

**General Services**

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

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

**Approved as to Form:** (When necessary)

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

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

**Los Rios Community College District**

By: \_\_\_\_\_  
Deputy Chancellor

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



**AGREEMENT TO PROVIDE PROFESSIONAL  
PROGRAM DEVELOPMENT SERVICES**

THIS AGREEMENT is entered by and between Health Gatekeepers Inc. and Los Rios Community College District on behalf of Folsom Lake College ("DISTRICT"). DISTRICT and Health Gatekeepers, Inc. are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, DISTRICT wishes to obtain from Health Gatekeepers Inc. curriculum program development services in the field of advanced imaging modalities ("Services"); and,

WHEREAS, Health Gatekeepers Inc. desires to provide and is fully qualified to provide such Services to DISTRICT;

NOW, THEREFORE, the parties agree as follows:

**I. Health Gatekeepers Inc.'s Performance**

- A. Health Gatekeepers Inc. shall provide Services as described in Attachment A, attached hereto and made a part hereof.
- B. Health Gatekeepers Inc. shall provide access to imaging industry experts of its designation to DISTRICT for purposes of executing Services.
- C. Health Gatekeepers Inc. shall invoice DISTRICT for payment installments upon completion of work according to Services described in Attachment A.

**II. DISTRICT's Performance**

- A. DISTRICT shall remit payment for Services within thirty days (30) days of receipt of Health Gatekeepers Inc. invoice upon completion of work according to Services described in Attachment A. Payment shall be by check payable to Health Gatekeepers Inc. and mailed to the address specified on the invoice.
- B. DISTRICT shall provide access without charge to FLC facilities and FLC personnel as may be necessary for performance of Services.
- C. DISTRICT shall provide a FLC curriculum liaison to input certificates developed into FLC's curriculum inventory, and shepherd curriculum through necessary approvals at the local, district, North Far North and Chancellor's Office levels.

**III. General**

**A. Indemnification**

Health Gatekeepers Inc. shall defend, indemnify, and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury, death or damages arising out of the performance of this Agreement but only in proportion

to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries, death or damages are caused by or result from the negligent or intentional acts or omissions of Health Gatekeepers Inc..

DISTRICT shall defend, indemnify and hold Health Gatekeepers Inc. harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or death or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or death or damages are caused by or result from the negligent, reckless, or intentional acts or omissions of DISTRICT, its officers, agents or employees.

B. Disclaimer Statement of Warrant and Liability for Consultation Services

Health Gatekeepers, Inc. shall perform its services 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 parties hereby agree that Health Gatekeepers, Inc.'s work including the content is provided without any other warranties of any kind either expressed or implied, including, but not limited to warranties of title, or fitness for a particular purpose. Those warranties are expressly disclaimed except to the extent that such disclaimers are held to be legally invalid. Moreover, the parties agree the Health Gatekeepers, Inc. shall not be liable for any indirect, punitive, general, special, incidental, or consequential damages of any kind, including the loss of business, revenue, profits, or any loss of prospective advantage whatsoever arising out of the Agreement.

C. Insurance

1. Health Gatekeepers Inc. at its sole cost and expense, shall insure their activities in connection with this Agreement and obtain, keep in force and maintain insurance during the term hereof as follows:

a. Professional Liability (MINIMUM LIMITS)

- |                       |             |
|-----------------------|-------------|
| (1) Each Occurrence   | \$1,000,000 |
| (2) General Aggregate | \$3,000,000 |

If such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

b. General Liability:

Comprehensive or Commercial Form (MINIMUM LIMITS)

- |   |              |
|---|--------------|
| (1) Each Occurrence                         | \$1,000,000  |
| (2) Products Completed Operations Aggregate | \$2,000,000* |
| (3) Personal and Advertising Injury         | \$1,000,000  |

(4) General Aggregate \$2,000,000  
 \*(\$1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- c. Worker's Compensation Insurance as required under California state law.
- d. Automobile Liability (AL) of \$1,000,000 per occurrence.
- e. It should be expressly understood, however that the limits and coverages required herein shall in no way limit the liability of Health Gatekeepers Inc. as per the terms and conditions of the Indemnification provision included herein.
- f. Upon DISTRICT's request, Health Gatekeepers Inc. shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage in the amounts and for the perils listed above. Certificate(s) shall name the Los Rios Community College District as an additional insured under (a) and (b), above, obligate the insurer to notify DISTRICT at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by DISTRICT. Premiums on all insurance policies shall be paid directly by Health Gatekeepers Inc.

2. DISTRICT, at its sole cost and expense shall insure activities in connection with this Agreement and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance or shall self-insure, as follows:

- a. Professional Liability: (MINIMUM LIMITS)
  - (1) Each occurrence \$1,000,000
  - (2) General Aggregate \$3,000,000

If such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- b. General Liability:  
 Comprehensive or Commercial Form (MINIMUM LIMITS)
  - (1) Each Occurrence \$1,000,000
  - (2) Products Completed Operations Aggregate \$2,000,000
  - (3) Personal and Advertising Injury \$1,000,000
  - (4) General Aggregate \$2,000,000

\*( \$1,000,000 for comprehensive form)

However if such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- c. Worker's Compensation Insurance as required under California state law.
- d. Coverages provided for above shall in no way limit the liability of DISTRICT per the terms and conditions of the Indemnification provision included herein.
- e. Upon Health Gatekeepers Inc.'s request, DISTRICT shall supply a certificate or certificates of insurance or self-insurance to Health Gatekeepers Inc. evidencing coverages in the amounts and for the perils listed above.

D. Term and Termination

This Agreement shall be effective beginning December 1, 2015 and ending June 30, 2016. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11<sup>th</sup>) day.

E. Effect of Termination

Termination or expiration of this Agreement shall not affect any rights or obligations of the parties accrued or incurred prior to the date of termination.

F. Independent Relationship

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.

G. Modification

No waiver, modification, or addition to this Agreement shall be binding unless expressed in writing and signed by authorized representatives of both parties.

H. Notice

All notices, requests, or other communications required under this Agreement shall be in writing and shall be delivered to the respective parties by personal delivery; by deposit in the United States Postal Service, postage prepaid; or by a reputable overnight express delivery service. Notices shall be deemed delivered on the date of personal delivery, two days after deposited with the United States Postal Service, or on the date indicated by express mail receipts, as applicable. Notices shall be addressed to the parties at the addresses set forth below:

To Health Gatekeepers Inc.:                      Health Gatekeepers Inc.  
6612 Eureka Rd.  
Granite Bay, CA 95746

To DISTRICT:    Los Rios Community College District  
Attn: General Services  
1919 Spanos Court  
Sacramento, CA 95825-3981

Dean of Workforce Development  
Folsom Lake College  
10 College Parkway  
Folsom, CA 95630-6798

I. Assignment

No party to this Agreement may assign the Agreement, assign rights under the Agreement or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

J. Discrimination

Both parties agree not to unlawfully discriminate in their performance under this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans' status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, marital status or citizenship.

K. No Third Party Beneficiaries

The parties do not intend the benefits of this contract to inure to any third person or entity not a party of this Agreement. This Agreement shall not be construed to create any right or claim for any person or entity not a party to this Agreement.

L. Attorneys' Fees

If any action at law or equity is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.



M. No Requirement for Referrals

Nothing in this Agreement or in any other related written or oral agreement requires the admission or referral of patients or business by either party to the other. This Agreement is not intended to influence the decision of either party in choosing the hospital or health care facility deemed by such party as the best qualified to deliver goods or services to any particular patient. The rights of neither party under this Agreement depend in any way on the referral of patients or business to the other.

N. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California. DISTRICT agrees to resort solely to the courts of the State of California for any relief under this Agreement.

O. Entire Agreement

This agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior understanding between them, whether oral or written, respecting the same subject matter.

This Agreement replaces the Agreement signed by Marty Khatib on May 1, 2015; and the agreement signed by Marty Khatib, Health Gatekeepers Inc. on September 29, 2015.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LOS RIOS COMMUNITY COLLEGE DISTRICT

HEALTH GATEKEEPERS INC.

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Rose Ramos  
Associate Vice Chancellor, Finance

Marty Khatib, JD, RT(R)  
Director of Imaging Services

**ATTACHMENT A  
SCOPE OF WORK AND PAYMENT INSTALLMENTS**

**Scope of Work**

During the term of this Agreement Health Gatekeepers Inc. shall develop and provide to Folsom Lake College, curriculum content for two for-credit certificates in advanced imaging modalities for radiology technology, specifically; magnetic resonance imaging (MRI), and interventional radiology (IR). Fee for services shall include all content development, meeting times with FLC faculty liaison, Kevin Pipkin, regional industry partners, and availability to provide any necessary information needed to move curriculum through local, district, North Far North Consortium and State Chancellor's Office approval processes. Payment shall be consistent with the provisions of the 60% CTE Enhancement grant and policies of fiscal agent, Shasta College. The sum total of the grant allocation for this program of \$45,559 includes the curriculum stipend and benefits that shall be divided into two payment installments. FLC will accept invoices for payment when each certificate has been completed and approved at the college level as follows:

**Payment installments**

Completion & FLC approval of MRI certificate	\$22,779.50
Completion & FLC approval of IR certificate	<u>\$22,779.50</u>
Maximum per term of contract	\$45,559.00

Payment installments will be dictated by release of funds from the 60% CTE Enhancement Grant from the Chancellor's Office and through Shasta College as fiscal agent. FLC is not responsible for any changes to timelines for release of funds by the Chancellor's office or fiscal agent. All funds must be expended in accordance with the timelines for the grant ending June 30, 2016. Completion of certificates beyond this deadline cannot be funded.

<b>Los Rios Community College District,</b>	<b>CONTRACTOR</b>
Dated: _____	Dated: _____
By: _____	By: _____



# LOS RIOS COMMUNITY COLLEGE DISTRICT

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

**PURCHASE ORDER NO 0001083816**

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

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Reference:	Location / Dept	
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 HEALTH GATEKEEPERS INC  
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Tax Exempt? N

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Sub Total Amount	45,559.00
Sales Tax Amount	0.00
Total PO Amount	45,559.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	FL.VI.CTEF	12250	00000	482F	45,559.00	2016

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

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

Authorized Signature

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



# Los Rios Community College District

## Requisition

Page 1 of 1

Req. No. <b>815711</b>
P.O. No.

Vendor Code
Approved by / Date
Reviewed by / Date
Dispatched Method / Date

DATE 9/30/15 VENDOR Health Gatekeepers  
~~9-19-15~~ ~~Marty Khatib~~

ADDRESS 6612 Eureka Rd.  
 CITY Granite Bay STATE CA ZIP 95746  
 E-MAIL marty.khatib@dignityhealth.org  
 PHONE (916) 537-5319 FAX \_\_\_\_\_

DELIVERY INSTRUCTIONS	
Building Name <u>FLC</u>	Department <u>CTE</u>
College/District Location <u>AROS</u>	Date Required
Division	Date Required

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, ITEM NUMBER, COLOR & SIZE	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	complete curriculum development & FLC approval of MRI certificate				\$ 22,719.50
3	complete curriculum development & FLC approval of IR certificate				\$ 22,719.50
5					
6	see attached "Attachment A - Scope of Work & Payment Installments"				
7					
8					
9					
10					
11					
12					
13					

<b>Purchases Charged to Categorical Programs, Grants or Special Projects</b>		Tax	NA
This purchase is in compliance with the requirements of <u>60% CTE Enhancement Grant</u>		Total	\$ 45,559 -
Program Director/Coordinator Signature <u>Kim Harrell</u>	For grants/special projects Program Name <u>482F</u>		
Program Goal/Objective Number/Explanation <u>Development of curriculum for MRI &amp; IR certificates</u>	Project/Grant Number <u>5100</u>		

I hereby certify the items/services listed above are to be obtained in accordance with District Policy, Conflict of Interest Code, P-8611 and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: Kim Harrell TYPED/PRINT DATE 9-30-15

REQUESTED BY: Kim Harrell SIGNATURE DATE 9-30-15

AUTHORIZED: Kim Harrell DEAN OR AUTHORIZED SIGNATURE DATE 9-30-15

APPROVED: Kathleen Gubler VICE PRESIDENT, ADMINISTRATION DATE 9/30/15

~~GENFD 1406 / 12 / FL.VI. CTEF~~

Bus. Unit	Account	*Fund	Org	Amount
<u>12250</u>	<u>00000</u>	<u>2015</u>	<u>482F</u>	\$ <u>40,970</u>
Program	Sub-Class	BY	Proj/Grnt	Amount

~~GENFD 3908 / 12 / FL.VI. CTEF~~

Bus. Unit	Account	*Fund	Org	Amount
<u>GENFD 00000</u>	<u>2015</u>	<u>482F</u>		\$ <u>4,589</u>
Program	Sub-Class	BY	Proj/Grnt	Amount

\*Asset Location - For equipment purchases over \$200 (Accounts 6480, 6490, 6491, 6493, 6495, and computers) complete the area below indicating the final location where equipment will be housed.

Location Code \_\_\_\_\_ Dept. \_\_\_\_\_

Building \_\_\_\_\_ Room No. \_\_\_\_\_

**Instructions on Reverse**





# LOS RIOS

COMMUNITY COLLEGE DISTRICT  
 1919 Spanos Court ■ Sacramento, CA 95825  
 PURCHASING DEPARTMENT (916) 568-3071  
 Fax (916)568-3145 ■ lrccdpurchase@losrios.edu

## VENDOR APPLICATION

Return signed completed form to Purchasing via fax or email.

NAME: HEALTH GATEKEEPERS

NAME OF FIRM <u>HEALTH GATEKEEPERS</u>		FEDERAL ID# OR SOCIAL SECURITY # <u>47-4234787</u>	
MAILING ADDRESS <u>6612 EUREKA ROAD</u> <sup>Granite Bay, CA, 95746</sup>		REMIT ADDRESS <u>6612 EUREKA ROAD, GRANITE BAY, CA, 95746</u>	
PHONE <u>916.599.8717</u>	FAX <u>916.859.1543</u>	EMAIL <u>martykhatib@gmail.com</u>	

WEBSITE	ORGANIZATION CLASSIFICATION (Check all that apply)		
	Individual <input type="checkbox"/>	MBE	
AUTHORIZED COMPANY REPRESENTATIVES			
Name	Title/Capacity	Email	
<u>MARTY KHATIB</u>	<u>PRESIDENT</u>	<u>martykhatib@gmail.com</u>	
			Partnership <input type="checkbox"/> WBE
			Non Profit <input type="checkbox"/> DVBE
			<input checked="" type="checkbox"/> Corporation (List State Incorporated) <u>CALIFORNIA</u>
Contractor's License #			

PROVIDE LIST OF COMMODITIES, EQUIPMENT, SUPPLIES and/or SERVICES AVAILABLE TO THE DISTRICT		
<u>Healthcare Consultant</u>		

VENDOR CERTIFICATION		OTHER BUSINESS INFORMATION	
I certify that all statements contained herein are correct. understand that this information will be used as a basis for evaluating my request to receive bid invitations for purchases. understand that being placed on the qualified vendor bid list does not in any way represent an endorsement of my firm by Los Rios nor does it relieve my firm of providing bonds and insurances as required. I further agree to disclose any known or potential conflicts of interest relating to my business and Los Rios. understand the requirements for fulfilling and invoicing orders. further certify this firm is an equal opportunity employer. <u>ML</u> INITIALS		Payment Terms <u>30 DAYS FROM RECEIPT OF INVOICE</u>	Discounts Extended <u>N/A</u>
		Refund/Returns <u>N/A</u>	
		<u>Marty Khatib</u> SIGNATURE	<u>President</u> TITLE
			<u>7/29/15</u> DATE

LOS RIOS PURCHASING ONLY:

Name (as shown on your income tax return) **HEALTH GATEKEEPERS**

Business name/disregarded entity name, if different from above  
**Same As Above**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)  
 Other (see instructions)

Address (number, street, and apt. or suite no.)  
**6612 EUREKA ROAD**

City, state, and ZIP code  
**GRANITE BAY, CA, 95746**

List account number(s) here (optional)

Requester's name and address (optional)

Print or type  
See Specific Instructions on page 2.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

4	7	-	4	2	3	4	7	8	7
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person     Date **7-29-15**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

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

Agreement/Contract With: Health Gatekeepers Inc.

Subject Matter: Advanced Imaging Modalities curriculum development services

This agreement consists of the following documents:

Agreement to Provide Professional Program Development services & Attachment A

Funding Source: 60% CTE Enhancement Grant Amount \$ 45,559-

Approved as to Substance (Originator)

By: Kim Harrell  
*Area Manager/Supervisor*

Date: 7-14-15

Kim Harrell  
*(Print Name)*

College VPA, DO, FM, Director

By: William Kubler

Date: 4/21/15

*(Print Name)*

General Services

By: [Signature]  
*Director, General Services*

Date: 2/24/15

(Name Change)

Approved as to Form: (When necessary)

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

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

Los Rios Community College District

Rose  By: [Signature]  
*Deputy Chancellor*

Date: 9/22/15



NUTMEG INSURANCE AGENCY INC/PHS  
PO BOX 29611  
CHARLOTTE NC 28229

Los Rios Community College District  
General Services  
Attn: Herschel Smith  
1919 SPANOS CT  
SACRAMENTO CA 95825



# CERTIFICATE OF LIABILITY INSURANCE

SNC  
R022DATE (MM/DD/YYYY)  
7/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NUTMEG INSURANCE AGENCY INC/PHS 025657 P: (866) 467-8730 F: (888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (888) 443-6112	
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC#</b>
<b>INSURED</b> HEALTH GATEKEEPERS INC 6612 EUREKA RD GRANITE BAY CA 95746	<b>INSURER A:</b> Sentinel Ins Co LTD 11000	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab			02 SBM TU5786	07/13/2015	07/13/2016	EACH OCCURRENCE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE- EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

Los Rios Community College District  
 General Services  
 Attn: Herschel Smith  
 1919 SPANOS CT  
 SACRAMENTO, CA 95825

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jac Taylor*