

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 0001091035
 CHANGE ORDER**

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
02/03/2017	1 - 06/08/2017	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1008963 SANTOROL SHEWMAKERN	SHEWMA	

Supplier: 0000036862
 HEALTH GATEKEEPERS INC
 8757 AUBURN FOLSOM ROAD #3053
 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	CONSULTING SERVICES FOR PROJECT MANAGEMENT, COORDINATION, AND INSTRUCTION OF MLT STUDENTS WITHIN THE IMAGING PILOT PROGRAM FUNDED BY THE IDRC GRANT	1.00	EA	182,366.00	182,366.00	05/01/2017

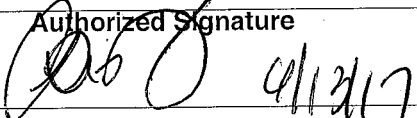
FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT, SCOPE OF WORK AND PAYMNET INSTALLMENTS AS INCLUDED IN ATTACHMENT A-1 DATED 05/17/17:
 PAYMENTS SHALL BE CONSISTENT WITH THE PROVISIONS OF THE IDRC GRANT AND POLICIES OF FISCAL AGENT, LOS RIOS COMMUNITY COLLEGE DISTRICT. ALL FUNDS MUST BE EXPENSED IN ACCORDANCE WITH THE TIMELINES FOR THE GRANT ENDING FEBRUARY 28, 2018.
 HEALTH GATEKEEPERS SHALL INVOICE LOS RIOS COMMUNITY COLLEGE DISTRICT AT 1919 SPANOS CT., SACRAMENTO, CA 95825 ON THE TNETH (10th) OF EACH MONTH FOR THE PREVIOUS MONTH. THE INVOICE MUST INCLUDE THE PURCHASE ORDER NUMBER: 0001091035.
 PAYMENT AS FOLLOWS:
 JANUARY 2017 \$15,166.00
 FEBRUARY 2017 & DECEMBER 2017 \$15,200.00 (PER EACH MONTH)
 TOTAL PAYMENTS = \$182,366.00

PER PROFESSIONAL SERVICES AGREEMENT

06/08/2017 PER P SABO - PO TOTAL REDUCED TO \$182,366.00; AND CHANGE OF PAYMENT TERMS PER FIRST AMENDMENT TO PSA DATED 05/17/17 WITH ATTACHMENT A-1. EXECUTED COPY ATTACHED.- NTS

Sub Total Amount	182,366.00
Sales Tax Amount	0.00
Total PO Amount	182,366.00

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 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.

Change Order Request

PO # 0001091035 Request Date: 06/07/17

College/Dept: FLC/ADMN

Vendor Name HEALTH GATEKEEPERS INC

LINE# 1 – CHANGE UNIT PRICE TO: \$182,366.00 (Decrease of \$8,650.00)

LINE# 1 - CHANGE LINE COMMENTS TO:

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT, SCOPE OF WORK AND PAYMENT INSTALLMENTS AS INCLUDED IN ATTACHMENT A-1 DATED 05/17/17:

PAYMENTS SHALL BE CONSISTENT WITH THE PROVISIONS OF THE IDRC GRANT AND POLICIES OF FISCAL AGENT, LOS RIOS COMMUNITY COLLEGE DISTRICT. ALL FUNDS MUST BE EXPENSED IN ACCORDANCE WITH THE TIMELINES FOR THE GRANT ENDING FEBRUARY 28, 2018.

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PAYMENT AS FOLLOWS:

JANUARY 2017 \$15,166.00

FEBRUARY 2017 – DECEMBER 2017 \$15,200.00 (PER EACH MONTH)

TOTAL PAYMENTS = \$182,366.00

PO COMMENTS: PO TOTAL REDUCED TO \$182,366.00; AND CHANGE OF PAYMENT TERMS PER FIRST AMENDMENT TO PSA DATED 05/17/17 WITH ATTACHMENT A-1. EXECUTED COPY ATTACHED.

Change Requested by: Vicky Maryatt


LOS RIOS

COMMUNITY
COLLEGE
DISTRICT



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

1919 Spanos Court
Sacramento, CA 95825
Phone: 916 568-3021
Fax: 916 568-3023
www.losrios.edu

Date: May 19, 2017
To: Joany Harman
From: Anita Singh 
Re: Health Gatekeepers, Inc – PSA Amendment

Enclosed is an amendment for the above agreement with original signature to be provided to the vendor.

Thank you,
Anita Singh
General Services
Los Rios Community College District
P: 916-568-3050
F: 916-568-3145

MEMORANDUM

Handwritten initials or signature in the bottom right corner of the page.

* please see attached email from DO general services

LOS RIOS COMMUNITY COLLEGE DISTRICT

LRCCD

AGREEMENT/CONTRACT APPROVAL AND ROUTING SHEET

(Except for Grants & Categorical Contracts)

MAY 15 2017

ARC CRC SCC FLC DO IT FM OTHER _____

GENERAL SERVICES

Agreement/Contract With: Health Care Keepers

State the business terms of agreement: to provide services initiating pilot program funded by IDRC in Computed Tomograph
1st

This agreement consists of the following documents: 2nd amendment to original contract

Funding Source: IDRC 15-148-004 Amount \$ 182,366

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

By: Victoria A. Mayatt Victoria A. Mayatt Date: 5/11/2017
Area Manager/Supervisor (Print name)

College VPA, DO-AVC, FM Director

I approve as to Substance

By: Joany Harman Joany Harman Date: 5/15/17
(Print name)

Risk Management

By: [Signature] Date: 5/17/17

General Services

By: [Signature] Date: 5/17/17
Associate Vice Chancellor, Finance

General Counsel (When necessary)

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

By: _____ Date: _____
General Counsel

Los Rios Community College District

By: _____ Date: _____

Vice Chancellor of Finance and Administration Deputy Chancellor, Ed & Tech.

sent to remit address
Add 14th gatekeepers
5/25/17
Wanda

AMENDMENT

to the

AGREEMENT TO PROVIDE PROFESSIONAL PROGRAM DEVELOPMENT SERVICES

BETWEEN LOS RIOS COMMUNITY COLLEGE DISTRICT

on behalf of FOLSOM LAKE COLLEGE,

and

HEALTH GATEKEEPERS, INC.

WHEREAS, Los Rios Community College District (DISTRICT) on behalf of Folsom Lake College and Health Gatekeepers, Inc. entered into an agreement for services effective January 1, 2017 and ending December 31, 2017 (AGREEMENT) for pilot program administrative services in the field of Computed Tomography advanced imaging modality; and,

WHEREAS, by the First Amendment to this Agreement the parties agree to amend the Scope of Work and Payment Installments as included in Attachment A-1.

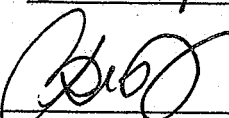
NOW, THEREFORE, the parties agree as follows:

1. The parties agree to delete the original "Attachment A" and replace it in its entirety with the "Attachment A-1" attached to this Amendment.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the DISTRICT, a locally governed public agency, has executed this Amendment in duplicate by its Associate Vice Chancellor, Finance and Health Gatekeepers, Inc. has caused it to be duly executed.

LOS RIOS COMMUNITY COLLEGE
DISTRICT, a local agency

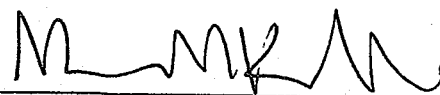
Date: 5/17/17

By: 

Rose Ramos
Associated Vice Chancellor, Finance

HEALTH GATEKEEPERS, INC.

Date: 5.11.17

By: 

Marty Khatib, JD, RT (R)
President

**ATTACHMENT A-1
SCOPE OF WORK AND PAYMENT INSTALLMENTS**

Scope of Work

During the term of this Agreement Health Gatekeepers Inc. shall execute a pilot program on advanced imaging modality for Computerized Tomography (CT). Los Rios Community College District on behalf of Folsom Lake College (District) has provided Phantom Simulation Equipment that is located at Mercy San Juan Hospital located at 6501 Coyle Ave, Carmichael, CA 95608. The equipment is asset tagged to Folsom Lake College (District).

Funds in the amount of \$182,366 are allocated to Health Gatekeepers for project management, coordination, and instruction of the students within the pilot consistent with the IDRC grant plans and curriculum, refining the curriculum based on data collected during the pilot. Specific roles and responsibilities for funding to include, but are not limited to:

- Student application development
- Job description to hire faculty
- Student enrollment assistance
- Preceptor training
- Health Systems liaison
- Work with unions to select incumbent workers
- Trajecsys system set up and training (tracking student work in CT Lab II)
- Grant match monitoring
- Program kick off arrangements
- Program marketing materials in collaboration with FLC's PIO

Health Gatekeepers to provide a monthly progress report updating the Dean of Career and Technical Education at Folsom Lake College regarding the CT Pilot Program. Where applicable, time and effort sheets supplied on a monthly basis for personnel paid with this grant funding.

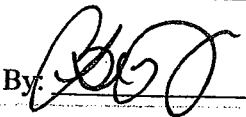
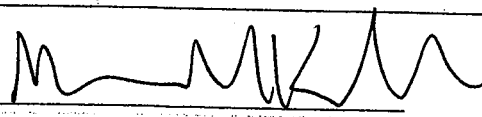
Payment Installments

Payment shall be consistent with the provisions of the IDRC Grant and policies of fiscal agent, Los Rios Community College District. All funds must be expended in accordance with the timelines for the grant ending February 28, 2018.

Health Gatekeepers shall invoice Los Rios Community College District at 1919 Spanos Court, Sacramento, CA, 95825 on the tenth of each month for the previous month. The invoice must include the purchase order number: 0001091035.

Payments as follows:

January 2017	\$ 15,166.00	
<u>February 2017 to December 2017</u>	<u>\$ 15,200.00</u>	(each month)
Total	\$182,366.00	

Los Rios Community College District	Health Gatekeepers, Inc.
Dated: <u>5/17/17</u>	Dated: <u>5-11-17</u>
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 0001091035

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date 02/03/2017	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 1008963 SANTOROL SHEWMAKERN		Location / Dept 04DOGH

Supplier: 0000036862
 HEALTH GATEKEEPERS INC
 8757 AUBURN FOLSOM ROAD #3053
 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

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	CONSULTING SERVICES FOR PROJECT MANAGEMENT, COORDINATION, AND INSTRUCTION OF MLT STUDENTS WITHIN THE IMAGING PILOT PROGRAM FUNDED BY THE IDRC GRANT	1.00	EA	191,016.00	191,016.00	05/01/2017

TO BE INVOICED ON A MONTHLY BASIS BY THE TENTH OF EACH MONTH FOR THE PREVIOUS MONTH IN THE AMOUNT OF \$15,918.00 PER MONTH FOR TWELVE MONTHS. FIRST INVOICE SHALL BE ISSUED ON OR BEFORE FEB. 10, 2017. FINAL INVOICE SHALL BE SUBMITTED ON OR BEFORE JANUARY 10, 2018 TO ENSURE GRANT FUNDS ARE FULLY EXPENDED BY FEB 28, 2018.

PER PROFESSIONAL SERVICES AGREEMENT

Sub Total Amount	191,016.00
Sales Tax Amount	0.00
Total PO Amount	191,016.00

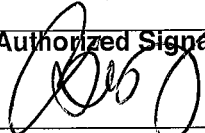
BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	12	FL.VI.ALHT	12250	00000	477C	191,016.00	2017

0001008963HARMANJ02-FEB-2017

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
 2/9/17

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.

Requisition

Supplier: HEALTH GATEKEEPERS INC 0000036862
 8757 AUBURN FOLSOM ROAD #3053
 GRANITE BAY CA 95744
 United States

Phone: (916) 599-8717
email: martykhatib@gmail.com

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

Business Unit: GENFD OPEN		
Req ID:	Date	Page
0001008963	12/21/2016	1
Requisition Name: Health Gatekeepers		
Requester Linda Santoro		
Requester Signature		
Buyer: Nicholas Shewmaker		
Approved:		
Entered By: Linda 21-DEC-2016		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	CONSULTING SERVICES FOR PROJECT MANAGEMENT, COORDINATION, AND INSTRUCTION OF MLT STUDENTS WITHIN THE IMAGING PILOT PROGRAM FUNDED BY THE IDRC GRANT	1	EA	191,016.00	191,016.00	

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Total Requisition Amount: 191,016.00

PER SERVICE AGREEMENT 45373

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5100	12	FL.VI.ALHT	12250	00000	477C	191,016.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of 477C

For grants/special projects IDRC - Advanced Imaging

Name: *Nicholas Shewmaker*

Approval Signature <i>Nicholas Shewmaker</i> 2/1/2017	Approval Signature <i>M. Packel</i>	Approval Signature
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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

Phase II of Project

State the business terms of agreement: Execute a pilot program for advanced imaging modality for computerized tomography. Assess curriculum, modify curriculum based on pilot assessment.

This agreement consists of the following documents: ~~XXXXXXXXXX~~ Agreement and Exhibit A

Funding Source: IDRC ADVANCED IMAGING Amount \$ 238,104.00
477C

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

By: *Gary Hartley* Date: 12/20/16
Area Manager/Supervisor

(Print Name)

College VPA, DO, FM, Director

I approve as to Substance

By: *Kathleen Kuklen* Date: 12/20/16

(Print Name)

General Services

By: *Rose Ramos* Date: 1/24/17
Director, General Services

TERRIE Van T 1/6/17

General Counsel (When necessary)

Changes necessary as specified on the document or on the attached memorandum.

Approved as to form.

By: *Per Kathleen JP reviewed* Date: _____
General Counsel

Los Rios Community College District

By: _____ Date: _____

Deputy Chancellor Vice Chancellor, Ed & Tech.

**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. pilot program administrative services in the field of Computed Tomography (CT) advanced imaging modality ("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 including but not limited to instructors, project managers, etc. 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, affiliates including but not limited to Health Systems and FLC personnel as may be necessary for performance of Services.
- C. DISTRICT shall provide an FLC liaison to assure compliance with instructional procedures outlined in the Instructional Procedures document circulated to all FLC faculties (attached).

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 attorneys' 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 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 claim 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) General 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 claim 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 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 insurance during the term or any extended term hereof, policies 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 claim 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 claim 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. Terms and Termination

This Agreement shall be effective beginning January 1, 2017 and ending December 31, 2017. 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 (11th) 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 address set forth below:

To Health Gatekeepers Inc.:

Health Gatekeepers Inc.
8757 Auburn Folsom Road, #3053
Granite Bay, CA 95746

To DISTRICT:

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

Dean of Career and Technical Education
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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

LOS RIOS COMMUNITY COLLEGE DISTRICT

HEALTH GATEKEEPERS INC.

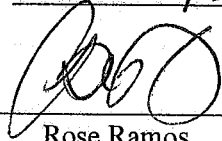
Date:

1/24/17

Date:

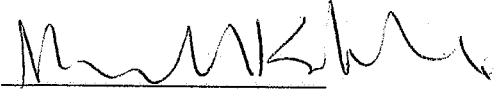
12-29-16

By:



Rose Ramos
Associate Vice Chancellor, Finance

By:



Marty Khatib, JD, RT (R)
President, Health Gatekeepers

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

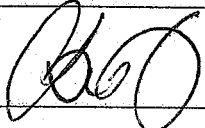
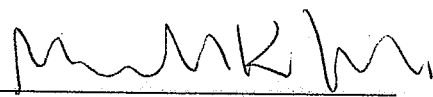
Scope of Work [Change to SOW: See PSA First Amendment dated 05/17/17](#)

During the term of this Agreement Health Gatekeepers Inc. shall execute a pilot program on advanced imaging modality for Computerized Tomography (CT). Fee for services in the amount of \$238,104 Dollars shall include equipment in the form of a phantom (\$47,088), with the remaining amount (\$191,016 Dollars) allocated to Health Gatekeepers for project management, coordination, and instruction of the students within the pilot consistent with the curriculum, refining the curriculum based on data collected during the pilot. A monthly progress report will be issued that will update the District regarding the CT Pilot Program.

Payment installments [Change to Payment Terms - See PSA First Amendment dated 05/17/17](#)

Payment shall be consistent with the provisions of the IDRC Grant and policies of fiscal agent, Butte College. The sum total of the grant allocation for this program is \$247,628 including indirect cost of \$9,524 Dollars. Payment installments will be dictated by release of funds from the IDRC Grant from the Chancellor's Office and through Butte 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 December 31, 2017. Completion of certificates beyond this deadline cannot be funded.

Health Gatekeepers shall invoice the District on a monthly basis by the tenth of each month for the previous month in the amount of \$15,918.00 per month for twelve months. First invoice shall be issued on or before February 10, 2017. Final invoice shall be submitted on or before January 10, 2018 to ensure grant funds are fully expended by February 28, 2018.

Los Rios Community College District	CONTRACTOR
Dated: <u>1/24/17</u>	Dated: <u>12-21-16</u>
By: 	By: 

From: [Haney, Brenda](#)
To: ["martykhatib@gmail.com"](mailto:martykhatib@gmail.com)
Cc: ["Khatib, Marty - MSJ"](#)
Subject: Invoicing for PO_0001091035_HEALTH GATEKEEPERS / LRCCD / FOLSOM LAKE COLLEGE
Date: Monday, February 13, 2017 1:37:23 PM
Attachments: [0001091035_HEALTH GATEKEEPERS_INC.pdf](#)

Good Afternoon Marty –

I am contacting you regarding invoicing for attached PO_0001091035 with Health Gatekeepers -

As the Professional Services Agreement (Attachment A) calls for monthly invoicing in the amount of \$15,918.00 per month for twelve months beginning February 10, 2017 and ending with final invoice by January 10, 2018.

Folsom Lake College, Business Services (FLC/BSO) - will be overseeing the payment releases for this Purchase Order and I will be your primary contact for all payment inquiries.

At this time we are in need of the first invoice for February 2017. Please feel free to give me a call if you have any questions along the way.

Please see Invoicing Instructions and my full contact information below –

If Emailing - send E-Invoice in PDF format to acctg-ops@losrios.edu with Cc: haneyb@flc.losrios.edu

If Mailing (USPS) – send original invoice to Bill To address listed below.

BILL TO:

Los Rios Community College District (LRCCD)
1919 Spanos Court
Sacramento CA 95825-3981

FOR PAYMENT INQUIRY:

Campus Contact: Folsom Lake College, Business Services – Brenda Haney (Primary contact for management of this Purchase Order and payment releases).

Phone: 916.608.6635

Fax: 916.608.6553

Email: haneyb@flc.losrios.edu

District Contact: LRCCD Accounts Operations – Raelean Gorrell (all invoices will be received by this office, and payment processed, upon release from FLC/BSO)

Phone: 916.568.3181

Fax: 916.568.3145

Email: gorrelr@losrios.edu

Best Regards,

Brenda Haney

Business Services

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

 916.608.6635 |

 haneyb@flc.losrios.edu