

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2020-2021

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Adrian Hairston	Adjunct Instructor – Emergency Medical Technician (not to exceed 67%) <i>Emergency Hire</i>	01/14/20 – 05/27/21
Steve Michelin	Adjunct Instructor – Mechatronics (not to exceed 67%) <i>Emergency Hire</i>	01/14/20 – 05/27/21

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Virginia Bender	From Payroll Supervisor to Assistant Controller	01/21/2021

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jessica Blue	Student Services Assistant II – Financial Analyst; 2 years 6 months service at SCC	01/08/2021

Salvatore Abbate
Human Resources

January 8, 2021
Date Submitted

Celia Esposito-Noy, Ed.D.
Superintendent-President

January 20, 2021
Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

January 20, 2021

Page 2

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Mary Estrada	Early Learning Center Specialist- Substitute	California State Preschool Program	02/01/21 – 05/27/21	\$18.90/hr.
John Herkins	EMS Journey Level Assistant	Strong Workforce	11/03/20 – 06/30/21 (Updated)	\$25.00/hr.
Paul Hidy	ATEC Purchasing Coordination	Strong Workforce	01/21/21 – 03/30/21	\$69.05/hr.
Pitou Lor	Courier	General Fund	01/21/21 – 06/30/21	\$15.00/hr.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

12/01/2020	Vendor Payments	11104829-11104833	\$ 11,064.28
12/01/2020	Vendor Payments	11104834-11104863	\$ 201,047.46
12/08//2020	Vendor Payments	11104864-11104872	\$ 105,034.87
12/09/2020	Vendor Payments	11104873-11104895	\$ 178,426.51
12/15/2020	Vendor Payments	11104896-11104904	\$ 132,998.60
12/15/2020	Vendor Payments	11104905-11104915	\$ 2,274,693.72

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$3,824,433.93</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Robert V. Diamond, Finance and Administration

VICE PRESIDENT APPROVAL

January 8, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

January 20, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 11.(c)
MEETING DATE January 20, 2021

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

12/15/2020	Vendor Payments	11104916-11104979	\$ 781,820.40
12/17/2020	Vendor Payments	11104980-11105027	<u>\$ 139,348.09</u>

TOTAL: \$3,824,433.93

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION
REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

Student Services
Shannon Cooper Psy.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Alondra Thompson, LMFT	The College requests a personal services agreement with Alondra Thompson, LMFT to provide support to faculty, staff, and managers during school and department meetings as we acclimate to the changes brought about by COVID-19. Services include meeting with faculty, staff, and managers during meetings to assess and advise on communication, to advise of skills and strategies in support of each other and our students, and to attend to issues impacting our ability to engage students through instruction and support services.	January 20, 2021 – May 20, 2021	Not to exceed \$10,000.00

Robert V. Diamond

Vice President, Finance & Administration

January 8, 2021

Date Submitted

Celia Esposito-Noy, Ed.D.

Superintendent-President

January 20, 2021

Date Approved

Academic Affairs
David Williams, Ph.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
ScopeWave, LLC	Perform Program Coordinator activities on the Governor's Office CASCADE Grant Project 10 per the attached Scope of Work.	January 21, 2021 – August 21, 2022	Not to exceed \$41,600.00

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE B300 MODIFICATIONS:
MAILROOM AND GRAPHICS PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested for the B300 Modifications: Mailroom and Graphics Project Notice of Completion. On March 18, 2020, a purchase order was awarded to Arthulia, Inc. for the B300 Modifications: Mailroom and Graphics Project. The scope of work included the renovation and conversion of existing spaces in Building 300 into the campus' Mailroom and Graphic Services Area.

The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary documentation for completed construction

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> \$0
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER
Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 8, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

January 20, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 1/20/2021
 7. The Project Name is: Fairfield Campus B300 Modifications: Mailroom and Graphics Project
 8. DSA Number (if applicable): 02-117973
 9. The contractor for such work of modernization is: Arthulia Inc.
 10. The name of the contractor's Surety Co. is: American Contractors Indemnity Company
 11. The date of contract between the contractor and the above owner is: 03/18/2020
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
 13. APN #: 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Renovation and conversion of existing spaces in Building 300 on the Fairfield Campus, into the campus' Mailroom and Graphic Services Area.

Date

Signature of Owner – Celia Esposito-Noy, Ed. D.
Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton

("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on _____, at Fairfield, California.
(City or Town where signed)

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE AUTOTECH DYNO ROOM
RECONFIGURATION PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Board approval is requested for the Autotech Dyno Room Reconfiguration Project Notice of Completion. On January 15, 2020, Pacific Lift and Equipment Co. Inc. was awarded a contract for the Autotech Dyno Room Reconfiguration Project. The scope of work included reconfiguration of utilities and installation of overhead lift to improve operations during the moving and operation of automotive engines attached to the Dynamometer.

The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Necessary documentation for completed construction

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	\$0
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER
Robert V. Diamond

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 8, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

January 20, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

- 1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 6. Work of modernization on the property hereinafter described was completed on: 1/20/21
7. The Project Name is: Autotech Dyno Room Reconfiguration Project
8. DSA Number (if applicable): N/A
9. The contractor for such work of modernization is: Pacific Lift and Equipment Co. Inc.
10. The name of the contractor's Surety Co. is: The Ohio Casualty Insurance Company
11. The date of contract between the contractor and the above owner is: 1/15/2020
12. The street address of said property is: 1687 Ascot Parkway, Vallejo, California 94591
13. APN #: 0183-080-050
14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Reconfiguration of utilities and installation of overhead lift to improve functionality of dynamometer.

Date

Signature of Owner – Celia Esposito-Noy, Ed. D.

Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager

(“President,” “Owner,” “Manager,” etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on _____, at _____, California.

(City or Town where signed)

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Fereydoon Farahnak	Adjunct Biology Instructor 28 years of service at Solano Community College	12/31/2020

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Human Resources

<i>Ed. Code: 24205</i>	<i>Board Policy: 4400</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

January 08, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

January 20, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NEW CONFIDENTIAL SUPERVISOR POSITION
DESCRIPTION: INTERIM FINANCIAL AID SUPERVISOR

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The following job description is presented for Governing Board approval. The attached job description establishes a new Interim Financial Aid Supervisor position. This position will supervise and coordinate the daily activities in the Financial Aid Office; assist in planning and implementing departmental procedures; train, supervise, select and assign work to Financial Aid staff. This categorically funded position is for the term of January 2021 through June 30, 2021. This position will be funded by general funds and placed at Range 36 of the Confidential Supervisor Salary Schedule.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Human Resources

<i>Ed. Code: 88009</i>	<i>Board Policy: 4010, 4720</i>	<i>Estimated Fiscal Impact: \$39,924 and Health and Welfare Benefits</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

Celia Esposito-Noy, Ed.D.
Superintendent-President

VICE PRESIDENT APPROVAL

January 20, 2021
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

January 8, 2021
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

SOLANO COUNTY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: INTERIM FINANCIAL AID SUPERVISOR

BASIC FUNCTION:

Under the direction of the Dean of Enrollment Services, supervise and coordinate the daily activities in the Financial Aid Office; assist in planning and implementing departmental procedures; train, supervise, select and assign work to Financial Aid staff.

This position will be for the term of January 4, 2021 through June 30, 2021.

REPRESENTATIVE DUTIES:

Coordinate the daily activities in the Financial Aid Office, including assigning staff to tasks to ensure timely processing of aid for students, managing the call center and shared inbox and ensuring that reporting and maintenance tasks assigned to staff are completed on time and accurately.

Assist in planning, scheduling, developing and implementing departmental operations and procedures; implement policies and regulations as required and update office procedure manuals as needed.

Collaborate with other Financial Aid Analysts, responsible for all disbursements, data load activities, higher level tasks in the department as assigned to the Analyst classification and act as one of the key point staff to work with outside Banner related consultants and with Solano IT staff.

Responsible for ensuring a smooth transition during computer software upgrades, testing of software patches, and the implementation of new technological applications as they pertain to changes in existing procedures.

Supervise the Financial Aid systems such as Banner, ProEd, COD, Webgrants, MySolano, etc. to ensure optimal functionality and ease of access for students. Research and suggest changes when needed.

Act as key point person during annual audits by assigning tasks to staff such as the preparation of materials requested and ensuring the proper collection of such documents prior to the deadline stated by the Dean of Enrollment Services.

Collaborate with the Dean of Enrollment services, interview, select, train, supervise and evaluate the performance of permanent, part-time and employees in the department.

Attend meetings, seminars, and conferences to stay abreast of changes in Financial Aid State and Federal regulations, requirements and policies. Update department of all changes to regulations and ensure that procedure manuals and all Financial Aid systems are updated with such changes.

Collaborate with the Dean of Enrollment Services, conduct regular staff meetings.

Receive and respond to first line student complaints regarding Financial Aid staff or policies and procedures; analyze facts and determine appropriate action. Escalate complaint to Dean of Enrollment Services, when needed.

Provide technical information and assistance to employees and others where judgement, knowledge and interpretation of procedures and regulations related to Financial Aid is needed.

Operate a variety of current office equipment, software applications and phone systems.

Assist in maintaining a fair and open work environment in accordance with the College's commitment to teamwork, mutual trust and respect.

Ability to communicate effectively both orally and in writing.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- State and federal regulations related to Financial Aid, California State Education Code and College Administrative Code
- Analytical and report writing skills.
- Principles and practices of supervision and training.
- Interpersonal skills using tact, patience and courtesy.
- Effective record-keeping techniques.
- Policies and objectives of assigned program and activities.

ABILITY TO:

- Plan, organize and coordinate the day-to-day operations of the Financial Aid Office.
- Establish priorities and adjust assignments to assure the timely completion of work.
- Provide technical expertise to College personnel, administrators and students regarding Financial Aid policies, procedures and requirements.
- Use independent judgment and decision-making skills to resolve both minor and major issues occur in the department.
- Anticipate the impact of changes in College and State regulations as they affect the

daily operational activities of the Financial Aid Office.

- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Compile and verify data and prepare reports.
- Prioritize and schedule work.
- Train, supervise and evaluate personnel.
- Read, interpret, apply and explain rules, regulations, policies and procedures.
- Maintain current knowledge of program rules, regulations, requirements and restrictions.

EDUCATION AND EXPERIENCE:

Bachelor degree from a regionally accredited college or university AND 2 years of progressively responsible work experience in business, accounting or financial aid.

OR

Associate degree from a regionally accredited college or university AND 4 years of progressively responsible work experience in business, accounting or financial aid.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF AWARD TO CALTROL, INC. FOR
PERFORMANCE LEARNING PLATFORM (PLP) SYSTEM
FOR THE VACAVILLE CAMPUS' SCHOOL OF
MATHEMATICS & SCIENCE**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Vacaville Campus' School of Mathematics and Science which includes the Biotechnology department has a need to purchase an Emerson automation solutions performance learning platform system for teaching and training purposes in the Biomanufacturing Process Sciences, Bioprocess Monitoring and Control, Biomanufacturing Fundamentals and Principles of Biomanufacturing courses.

CONTINUED ON THE NEXT PAGE:

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional, and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Safety, Building appearance

Ed. Code: *Board Policy: PCC 3400 (c)(3)* *Estimated Fiscal Impact: \$139,334.00*

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond

PRESENTER'S NAME
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7259

TELEPHONE NUMBER
Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 8, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

January 20, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF AWARD TO CALTROL, INC. FOR
PERFORMANCE LEARNING PLATFORM (PLP) SYSTEM
FOR THE VACAVILLE CAMPUS' SCHOOL OF
MATHEMATICS & SCIENCE**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE:

Staff has conducted a market survey and determined that there is only one known source that can provide the commodity, which is unique in nature to meet these requirements. The instructional systems provider, Caltrol, Inc. is the exclusive authorized Emerson Delta-V Simulator distributor.

In addition, the NIIMBL Spider Project 2.0 grant requires educational institutions to partnership with the existing technologies at N.C. State University. The procurement of the Performance Learning Platform Delta-V system complies with the grant obligations set forth.

Staff has determined that it is in the best interest of the District to purchase the Emerson Automation Solutions Performance Learning Platform Delta-V system from Caltrol, Inc. located in Las Vegas, Nevada.

The Board is asked to approve an award to Caltrol, Inc. of Las Vegas, Nevada in the amount including freight and taxes, not to exceed \$139,334.00.



Caltrol, Inc.
1385 Pama Lane, Suite 111
Las Vegas, NV 89119
USA

T 1 702 966 1800
F 1 702 966 1995

May 29 2020

Jim Dekloe
Solano Community College
Fairfield, California

Re: Performance Learning Platform (PLP)
Caltrol Proposal Number: Q8382, Revision 1

Dear Mr. Jim Dekloe,

On behalf of Emerson Automation Solutions and Caltrol, Inc., we are pleased to provide this firm proposal for the Performance Learning Platform (PLP) project.

Caltrol is a proponent of supporting education in our territory and looks forward to partnering with you, and has provided special pricing to Solano Community College, valid for this proposal (Q8382) only.

If you have any questions or need any more information, please don't hesitate to contact us immediately. Although we are avoiding in person visits, we are flexible and would be more than happy to host a Webex or conference call to answer any questions you may have, or to go through the proposal in more detail.

Best Regards,

MCR

Malaika Miles-Rossouw
Solutions Architect
Caltrol, Inc.
malaika@caltrol.com
925-200-8782



Caltrol, Inc.

Confidential submission for the

Solano Community College

Performance Learning Platform (PLP)

Proposal No.: Q8382 Rev 1

May 29 2020



Content and Revision History

Section	Title	By	Date	Revision
All	Initial Release		03/19/2020	0
	Proposal Refresh		05/29/2020	1

Confidential Document

This document must not be copied, in whole or in part, without the expressed written consent of Caltrol, Inc.

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Caltrol, Inc. - Main Office
1385 Pama Lane, Suite 111
Las Vegas, NV 89119
T (702) 966-1800
www.caltrol.com



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1 EXECUTIVE SUMMARY

Caltrol Inc. on behalf of Emerson is pleased to present this firm price proposal to Solano Community College located in Fairfield, California. The scope of supply for this proposal consists of Performance Learning Platforms and task-based performance support video library.

The Performance Learning Platform is constructed from process control technology used in real processes and can be used to train students on instruments used to monitor and control industrial processes including pressure, flow, level and final control valves. The Performance Learning Platform features control loops for flow control and tank level as well as the possibility to create cascade control loop strategies within a fully functioning DeltaV distributed control system.

The Platform DeltaV Control System incorporated with process instrumentation from Rosemount Measurement, Micro Motion, Rosemount Flow, Rosemount Level and Fisher Final Control Valves delivers a plant like experience to the classroom. The Performance Learning Platform design includes a closed loop piping system, two tanks and pumps on a portable, easy to move platform. The compact, flexible, modular design allows it to fit through a standard classroom door. The Performance Learning Platform is a plug and play training platform; just add water, provide an air supply, power it up and it's ready to go. Designed to meet long term, diverse classroom needs ranging from process control and instrumentation learning objectives to technical certification programs, the platform comes with a flexible hardware configuration design, open process control configuration environment for future modifications, a task-based performance support video library and built-in safety features as well as support agreement that provides affordable equipment coverage for years of service.



Figure 1 – Emerson’s Performance Learning Platform

1.1 Training Capabilities

Emerson’s Educational Services offers un-matched expertise, product knowledge, and customized training solutions. With over 300 courses offered at global training centers, we help thousands to engineer, operate, maintain, and manage industrial process control devices and systems to achieve peak plant and process performance. In addition to the courses offered in our training centers, students can also participate in locally delivered classes tailored to their needs.

1.2 Organizational Response to College Requirements

Emerson’s Educational Services spans the breadth of process automation training with expertise in measurement, control systems, safety systems, asset optimization and final control elements. Emerson Business Units include Daniel, Fisher, Micro Motion, Power and Water Solutions, Process Systems and Solutions/Asset Reliability Technology, Machinery Health Management, Rosemount and Rosemount Analytical. Emerson has established five tiers of options for colleges & universities as shown below. This proposal covers Tier 4 Performance Learning Platform - Maintenance Training Solution Platform including task-based performance support video library.

Tier 1 – Lab Equipment

- Measurement & Analytical, Flow, DeltaV workstations, AMS, Fisher Valves.

Tier 2 – Online courses to complement the college program

- eLearning covering I&E topics from Emerson

- Live Virtual Classroom or ILT courses

Tier 3 - Emerson instructors to adjunct teach at school using Emerson equipment & curriculum

Tier 4 – Performance Learning Platform & Task Based Video Instruction

- Platform

Tier 5 – Emerson Licensed Curriculum

1.3 Task Based Performance Support Video Library

A Performance Learning Platform includes an easy to use task-based performance support video library. The video library will be deployed at each Performance Learning Platform DeltaV workstation. The student will open and navigate the task-based videos via an interactive home page diagram as shown below. The diagram will contain hotspots (images of the actual process instrumentation) that the student will click on to view the relevant lessons. For example: Student will click on the transmitter on the diagram to see all the related videos including such topics as theory of operation, installation best practices, steps for the various transmitter configuration option. The illustrations below show a typical lesson that includes audio, 3d animations, and step by step instructions. The content scope will include DeltaV, Fisher Valves, Rosemount Measurement, and Flow. The video library includes relevant preventative maintenance topics including: wiring, configuration, set-up, calibration, diagnostics, input & outputs, power supplies, electronic marshalling, troubleshooting, and much more.

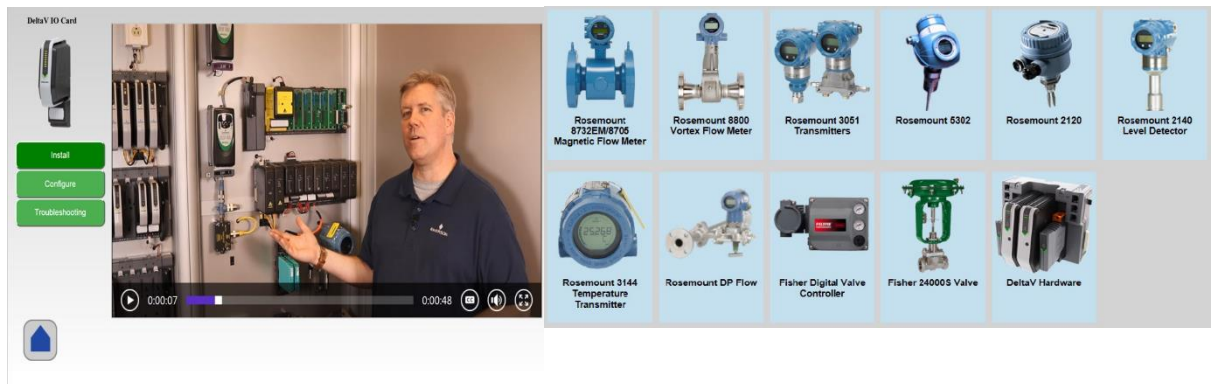


Figure 2 – Task Based Performance Support Video Library



Emerson's Educational Services is a recognized member of the IACET group of trainers and educators. Our instructors and the materials and programs we utilize to teach our students what they need to know about the products they use are considered by many the best in the industry.

After a thorough review of the Educational Services organization, procedures and practices, and an on-site audit Educational Services received Authorized Provider status from IACET allowing them to award IACET Continuing Education Units (CEU). IACET is a non-profit association dedicated to improving the quality of continuing education and training programs. IACET authorizes education providers who meet strict continuing education guidelines the right to award IACET CEUs. This IACET qualifying process is the standard that HR training buyers and learners seek for quality.

2 PROPOSED SOLUTION

Caltrol, Inc. is pleased to present this proposal for the Performance Learning Platform (PLP) project at Solano Community College in Fairfield, California.

We are confident that you will be totally satisfied with our proposed solution, with the value it brings you, and with Emerson Automation Solutions and Caltrol.

2.1 Scope of Supply

The scope of the Performance Learning Platform includes:

Engineering

- Pre-designed process system including controls and instrumentation required for hands-on skills development.

Procurement

- All the necessary hardware for a packaged solution.

Fabrication

- Fully integrated solution of equipment and controls, just add water, power and air.

Factory Acceptance Testing

- Pre-shipment Factory Acceptance Test

Task-Based Video Instruction

2.2 Performance Learning Platform

The Performance Learning Platform is a two-tank process design controlled on a DeltaV Basic Process Control System (BPCS). Please refer to Appendix B and C for more details (P&ID and Drawings).

The Performance Learning Platform includes Emerson's products to perform:

- Flow Measurement
- Flow Control
- Level Control
- Pressure Management
- Digital Valve Controller
- Start-up & Operations Manual



2.3 Bill of Materials (BOM)

Item	Qty.	Part No.	Description
DeltaV Hardware			
1	1	PK0100S	Simplex PK100 Controller Assembly (includes 1 PK100 Controller, 1 Carrier, 2 IOPs, 1 Power Module, and 1 PK Controller Protection Cover)
2	1	SE2617C02	DeltaV Operator Panel, Industrial Panel Mounted PC; 18.5 inch Touchscreen Monitor, 1366x768 Resolution; Win10 Ent IoT 2016; Intel i7 CPU; One 480GB SSD Drive, 16GB RAM; 4 E-Net Ports; 24VDC Power; No DVD; 2 yr warranty
3	1	VE8107	PlantWeb Experience software; 100-DST Introductory DeltaV System and AMS Device Manager Licenses. Includes 1-Year Guardian Support
4	1	VE2301R143L39	DeltaV Software Media Pack; v14.3; English
I/O System			
5	1	SE6501T01	Redundant CHARM I/O Card Assembly (includes redundant pair of CHARM I/O Cards, CHARM I/O Carrier with Screw Terminals, Copper I/O Ports, a Baseplate Identifier and a Baseplate Separation Wall)
6	1	SE4604T04	CHARM Baseplate Terminator, Bottom; includes a Baseplate Identifier and a Baseplate Separation Wall
7	1	VE4054DRS	DIN-rail Stop for Vertical-Mount Carriers and CHARM Baseplates; Box of 5
8	1	KL4501X1-BA1	Address Plug 1 for CHARMS Baseplate
9	1	KL4501X1-BB1	Address Plug 2 for CHARMS Baseplate
10	1	KL4501X1-BC1	Address Plug 3 for CHARMS Baseplate
11	3	SE4601T07	CHARM Baseplate Assembly with Standard CHARM Terminal Blocks (Includes a CHARM Baseplate, a CHARM Address Terminal Block with Screw Terminals, 12 CHARM Standard Terminal Blocks, and a Baseplate Identifier)



Item	Qty.	Part No.	Description
12	1	SE4606T02	Channel Identifier Labels for CHARM Baseplates; Package of 8
13	4	SE4301T03	Discrete Input CHARM; 120 Vac; Isolated when used with Standard Terminal Block, or High-Side Detect when used with Injected-Power Terminal Block
14	3	SE4304T01	Analog Output CHARM; 4-20 mA; HART
15	11	SE4303T01	Analog Input CHARM; 4-20 mA; HART
16	2	SE4302T51	Discrete Output CHARM; 24Vdc High Side with Integral Relay Terminal Block
17	1	SE4512	3-wire DI Fused Injected Power CHARM Terminal Block
18	1	SE4301T07	Discrete Input CHARM; 24 Vdc; Isolated when used with Standard Terminal Block, or High-Side Detect when used with Injected-Power Terminal Block
19	1	SE4302T02	Discrete Output CHARM; 24 Vdc; Isolated
20	2	SE4502	Fused Injected Power CHARM Terminal Block
21	2	VE5123	DeltaV Bulk Power Supply 100-240 VAC to 24 VDC, 10A
22	1	VE5131	DeltaV Bulk Power Supply Redundancy Module, 12-28V, 20A, conformal coating
23	2	VE6041F01C1	Smart 6-Port (RJ45) 10/100BASE-TX Switch with two RJ45 10/100BASE-TX Uplink Ports (FP20-6TX2TX)
24	1	KJ4010X1-BX3	DeltaV Cabinet Nameplate Holder; Package of 10
25	1	KJ4010X1-BX2	DeltaV Cabinet Blank Nameplate Insert; Package of 10
26	1	KJ1611X1-MA1	Terminal Access Cable; required to setup VE6041-, VE6042-, VE6043-, VE6046-, VE6047- and VE6048-series Smart Switches
Instrumentation - Flow			
27	1	Micro Motion	FE206 Rosemount 8705 Magnetic Flow Meter - 8705TSA010C1M0N5G5B3Q4
28	1	Micro Motion	FIT206 Rosemount 8732E Magnetic Flow Meter - 8732EMT1A4N5DA1DA2AXM4Q4HR7
29	1	Micro Motion	FIT300 Micro Motion Coriolis Meter - CMFS100M328N2B2EKZZ



Item	Qty.	Part No.	Description
30	1	Micro Motion	FIT300 Micro Motion Field Mount Transmitter - 5700R12AB2AZZZAAZZZMV
Instrumentation - Rosemount			
31	1	Rosemount	TE105 RTD - 214CRWSMB1S4E0045SLUAE030
32	1	Rosemount	TW105 Thermowell - 114CE0025TAA2SC020A
33	1	Rosemount	TIT105 Temp Transmitter - 3144PD1A1NADA1M5
34	1	Rosemount	LIT103 Diff Pressure - 3051S2CD2A2A11A1AD1M5
35	1	Rosemount	LIT103 Pressure Manifold - 0305RC32B11B4
36	1	Rosemount	LIT101 Guided Wave Radar - 5302HA1S1V4BE00201RANAM1DA1
37	1	Rosemount	LSH102 Vibrating Level - 2120D1DG1NADE0040
38	1	Rosemount	PIT104 Gauge Pressure - 3051TG1A2B21A55B4D4M5
39	1	Rosemount	PIT104 Manifold - 0306RT22BA11
40	1	Rosemount	FIT106 Orifice Flow Meter - 3051CFPDF010P1S0630D33AA1L2M4D
41	1	Rosemount	PIT204 Gauge Pressure - 3051S2TG2A2A11A1AD1M5
42	1	Rosemount	PIT204 Manifold - 0306RT22BA11
43	1	Rosemount	TE203 Thermocouple - 214CTJSMT2SUE0045SLUAE030
44	1	Rosemount	TW203 Thermowell - 114CE0025TAA2SC020A
45	1	Rosemount	TIT203 Temp Transmitter - 3144PD1A1NADA1M5
46	1	Rosemount	LIT201 Guided Wave Radar - 5302HA1S1V4BE00201RANAM1DA1
47	1	Rosemount	LISH202 Vibrating Level - 2140FHA1MS9NNNE00401NAM4C4
48	3	Rosemount	03151-9270-0001:KIT,SPARES,MTG
Instrumentation - Valves			



Item	Qty.	Part No.	Description
49	1	Valve Automation	FV106 - NPS 1 24000S 32 Size 32 DVC6200 Factory Mtgs DVC6200/DVC2000
50	1	Valve Automation	FV206 - NPS 1 24000S 32 Size 32 DVC6200 Factory Mtgs DVC6200/DVC2000
51	1	Valve Automation	FV300 - NPS 1 24000S 32 Size 32 DVC6200 Factory Mtgs DVC6200/DVC2000
Instrumentation - ASCO			
52	3	Other Emerson Division	SV-205 ASCO Valve - 8212A055S0101F1
iCenter Fabrication			
53	1	FABCON OTHER	MTS Platform Fabrication
54	1	FABCON OTHER	MTS Platform Fabrication

2.4 General Performance Learning Platform Conditions

All equipment has been selected to be readily available off the shelf and require no fabrication or modification.

The Performance Learning Platform is designed to operate within a temperature range of 40 to 120 deg F and relative humidity of 5 to 95% non-condensing. (refer to the manufactures product data sheets for detailed information on individual parts included with the Performance Learning Platform).

Table 1 Process Conditions

Process	MIN	NORMAL	MAX
Process Water (spgr)	0.995	1.0	1.0
Pressure (psi)	0	2.60	4.34
Flow (gpm)	0	16	20
Temperature (degF)		AMBIENT	
Conductivity (uS/m)	5	Location Dependent	80
Process Water (spgr)	0.995	1.0	1.0



2.5 Electrical Requirements

The Performance Learning Platform system requires 120VAC power. Maximum current requirement is 21.6A, with nominal requirement of 17.7A. The system has been designed to run on a single 30A 120VAC circuit. If a 30A circuit is not available, two 20A 120VAC can be used. The provided jumper installed on disconnect switch DS1 will have to be removed if (2) 20A circuits are utilized.

Power circuits to the Performance Learning Platform is to be provided by the **Error! Unknown document property name.** These 120VAC circuits will terminate on the provided Main Disconnect Switch DS1. Based on the maximum current requirements of the system, it is recommended to utilize power cords of at least 10AWG. The system is designed for a safe area electrical classification that is void of any explosive atmosphere of gas or dust.

The system is provided with two 120VAC / 24VDC power supplies to power the DCS equipment and computer panel monitor. These supplies are arranged to provide primary and secondary power to the controller and CIOC and redundant power through an auctioneering diode to the control system IO and computer. The preliminary DC load is 7 amps @ 24VDC.

2.6 Compressed Air Requirements

A single air source is required for the valves and air injection to show air entrainment. This connection will be 3/8 inch and require 250 scfh of clean air at 90 psig.

2.7 Moving of Performance Learning Platform

The narrow width of the Performance Learning Platform allows it to fit through standard doors and is provided with levelling casters. This allows the Performance Learning Platform to be easily moved to different locations as needed. When the Performance Learning Platform is in operation the levelling casters anti-vibration pad should be lowered to the ground to provide stability and minimize any vibration on the Performance Learning Platform. Caution should be used anytime the Performance Learning Platform is moved as a complete assembled unit without water in the tank to prevent tipping. The Performance Learning Platform is designed around regular tap water. Some material, tanks and piping used on the Performance Learning Platform might contain chemicals that are not suitable for classification to be used in drinking or potable water. For this reason, the Performance Learning Platform should be labeled as non-potable water.

2.8 Process Tanks

The two process tanks are round horizontal storage tanks. The tanks are made of Polyethylene giving them light weight when empty. Each tank has a 30 US gallon capacity. The tanks have a 1-1/2" FNPT outlet fitting for the pump suction piping. The top of the tank has a 6" vented cap to allow for filling and cleaning of the tank. Empty weight of each tank is 19 lbs and full weight will be 269 lbs when filled with water.

2.9 Motors and Pumps

The process pumps close coupled 316 stainless steel units designed for continuous low-pressure circulation producing high flow rates under low-head conditions. The pumps are sized to give ample flow and pressure to allow the instrumentation to be in a readable range but keep the pressure down to a safe level.

The motor is designed to be used in a clean dry location with access to an adequate supply of cooling air. The two process pumps are stainless steel permanently lubricated centrifugal water pumps. Suction connection is 1" FNPT and discharge connection is 3/4" FNPT. The pumps are designed for water transfer service for continuous low-pressure circulation and transfer of non-flammable liquids only.

Pump casing, impeller and motor adapter are 316sst with a 304sst shaft. All mounting hardware is stainless, and the seals are Viton.

The pumps will be driven by a 1/3 HP drip proof enclosed fan cooled electric motor. The motor is 115 VAC single phase 60 Hz and rated at 7.5 full load amps. The motor speed is 3450 RPM and has a 56J mounting frame. The weight of each pump and motor is 33 lbs.

2.10 Process Piping

The process is sized to give ample flow and pressure to allow the instrumentation to fall within a readable range but maintain a safe operating environment for a training atmosphere. Most of the instrumentation will be installed in 1" pvc lines. Schedule 40 pipe will be used. Schedule 40 PVC pipe will allow a safe working pressure up to 220 psi or greater (dependent on pipe manufacture).

To aid in the training experience the Performance Learning Platform will be assembled with clear PVC pipe. This will allow positive viewing of flow through pipe, entrapment of air bubbles and difference in flow patterns from inlet to outlet of valves.

Low point drain points and valves have been added to drain water from the piping and tanks during periods of storage.

2.11 Process Operation

Setting up the Performance Learning Platform would be to fully assemble all piping in the arrangement that is needed. One water tank would be filled with water. The second tank should be left empty. By having both tanks the same capacity it removes the risk of overflowing a smaller tank during training sessions or during the time to balance out the Performance Learning Platform.

The Performance Learning Platform designed to pump water from one tank to the other tank and then back. The process can be set up and balanced to be a continual flow recirculation loop where training activities can be completed on a running unit.

There is an air injection point to show entrained air in a process flow and the impacts to the different meters. Bypass lines are added to one of the control valve to demonstrate how to bypass a control valve to do maintenance.

The Performance Learning Platform is equipped with safety in mind. Each tank has high level switches that are interlocked to the supplying pump to shut the pump off preventing normal operation overflowing of a tank. In addition, there is an emergency E-STOP button that will shut off the operation of both pumps. Electrically all terminal blocks are finger safe. All 120 VAC areas are labelled, and fuses/circuit breakers have been provided for all power connections and system outputs for isolation.

2.12 Water Treatment

As the tanks and some of the piping is clear, the Performance Learning Platform should be placed away from sunlight to prevent the water from forming algae. The water should be replaced every 30 days during use or emptied when not in use for periods of time.

2.13 Mechanical

The Performance Learning Platform is designed to be modular and easy to assemble and ship. It is designed with rollers to allow it to be mobile and fit through a standard door.

The main instrument horizontal runs are supported by strut to allow them to be removed during shipping. This will protect the electronics during shipping and make the unit easier to load and unload. These instruments have connectors for wiring that will allow for ease of removal and quick assembly. All connectors will be color coded by voltage type and labelled with the instrument tag.

Final piping connections are with cam and groove connectors with flexible tubing. This allows the training Performance Learning Platform to be easily modified to set up specific training classes. This will also allow for a modular design where the end user can easily add additional instrumentation or swap out different parts for specific training purposes.

3 PROJECT EXECUTION PLAN

3.1 Project Implementation Strategy

At the time of contract award and purchase order acceptance, a Project Manager will be assigned to ensure successful completion of all aspects of the purchase of the Performance Learning Platform.

3.2 Project Award Review

Upon receipt of purchase order, Emerson will initiate a review of the contractual documents and associated terms and conditions. After verification of the contract contents, the contract will be acknowledged, and Emerson will mobilize the project team.

3.3 Kick-off Meeting and Mobilization

The Emerson Project Manager will establish a project kick-off meeting. This meeting will review the project plan to ensure alignment of the Performance Learning Platform deliverables and schedule for completion. This meeting will be hosted by the Emerson Project Manager and Project Team via WebEx. Meeting of Minutes will be provided by the Emerson Project Manager.

The following items will be addressed during the kick-off meeting:

- Review and clarification of the project contract
- Communication processes
- Execution Schedule

3.4 Project Scheduling and Key Dates

The project schedule will contain project milestone and durations.

During the project kick-off meeting the project schedule will be reviewed. Emerson will review the critical project milestones and determine dates for these activities.

Emerson will create and maintain schedule for Emerson scope of work and supply.

3.5 Change Management

In the event that changes, or modifications are requested for the unit after an order has been placed, Emerson will utilize its change management process for the implementation of the requested changes. All changes will be documented outlining scope of work, schedule and cost impact. All changes will be formally transmitted and must be formally approved before being implemented. Once approved, all changes will be incorporated into the final solution and tracked in a Change Management Log.

4 MAINTENANCE SUPPORT

Emerson offers the following comprehensive maintenance support strategy for your Performance Learning Platform.:

- **DeltaV & AMS Device Manager [Guardian Support](#)** (1-800-833-8314) - Guardian includes support for any technical issues with the DeltaV system and AMS Device Manager
- **Fisher Valves** - Contact Emerson's Local Business Partner
- **Rosemount Measurement & Flow Instruments:** Contact Emerson's Global Response Center (1 888 889 9170)
- **Performance Support Video Library:** For any questions about the task based instructional videos provided with Performance Learning Platform.: Contact Emerson Educational Services (workforcedevelopment@emerson.com or 1-800-338-8158)

5 COMMERCIAL SUMMARY

5.1 Pricing Summary

Caltrol submits the following firm price summary for the Performance Learning Platform Project.

All pricing is provided in USD.

Table 2 Pricing Table

Description	Price (USD)
Performance Learning Platform – 1 unit Option B Includes: Includes flow loop 1 Orifice Plate with Rosemount 3051 DP , flow loop 2 is Vortex and third flow loop is Coriolis. <ul style="list-style-type: none"> ▪ DeltaV™ Hardware and Software ▪ Rosemount Flow Meters ▪ Rosemount Instrumentation ▪ Micro Motion Flow Meters ▪ Fisher Valves ▪ Platform Fabrication ▪ Engineering Services ▪ Task-based Performance Support Video Library 	\$156,000.00
Dedicated truck Freight Shipping	\$3,334.00
Caltrol Inc – Education Support Contribution <i>-one time contribution to Solano Community College Q8382- not transferrable or applicable to any other proposals, valid for 30 days from proposal date</i>	-\$20,000.00
Total	\$139,334

5.2 Commercial Terms

Caltrol’s proposal is based on the following considerations:

1. This proposal is valid for 30 days from the proposal date.
2. All invoices are due Net 30 days upon issuing.
3. All pricing provided is exclusive of any applicable taxes/VAT, duties, or tariffs.
4. Lifecycle Services for the Performance Learning Platform will be provided at discounted selling price from a combination of Caltrol & Emerson Lifecycle Services. Performance Learning Platform include a Site Preparation Plan that defines the end user requirements / space, water, air, power, start-up instructions etc.



5. Shipment of Emerson’s Performance Learning Platform will be DAP (Delivered at Place) Solano’s facility in Fairfield area in accordance with Incoterms 2010.
6. Estimated delivery time is 14 weeks.
7. Packing of this product will be standard packing for road transport. Upon request, Emerson will provide costing for any specific packaging needs associated with other transportation or long-time storage requirements.
8. The proposed DeltaV System is based on standard functionality requirements needed for Process Control.
9. Ongoing site support agreement will be provided by Caltrol Inc.

5.3 Payment Schedule

5.3.1 Fixed Price Scope Payment Terms

Emerson’s payment schedule for fixed Price work performed will be as per the following table

Table 3 Milestone Payment Schedule

Payment	Milestone	Payment Due
1	Award of contract	70%
2	On completion of shipment	30%

5.4 Proposal Acceptance

If Solano finds this proposal acceptable, please provide Caltrol with a suitable Purchase Order or Written Authorization to begin work.

Please reference proposal Q8382, Revision 1 on the Purchase Order.

The Purchase Order should be addressed as follows:

Caltrol, Inc.
1385 Pama Lane, Suite 111
Las Vegas, NV 89119
Attn: Systems Sales
Reference: Q8382 Rev 1
Email: SystemSales@caltrol.com
Fax: (702) 966-1999
Phone: (702) 966-1800 / (877) 827-8131



5.5 Export Compliance

The present quotation, the acceptance of an order under this quotation, and the fulfillment of any contractual obligations because of the quotation is subject to all current applicable import, export control and sanctions laws, regulations, orders, and requirements, including those of the United States where applicable. However, such laws and regulations may be amended from time to time including during the processing of an order. If Emerson Process Management LLLP should fail to receive any necessary or advisable licenses, authorizations or approvals, even arising from inaction by any relevant government authority, or if any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any applicable laws, regulations, orders or requirements that would prohibit Emerson Process Management LLLP from fulfilling any order, or would in the reasonable judgment of Emerson Process Management LLLP otherwise expose Emerson Process Management LLLP to a risk of liability under such laws, regulations, orders or requirements if it fulfilled the order, Emerson Process Management LLLP shall be relieved without penalty of all obligations with respect to any order resulting from this quotation.

If the present quotation would result in a sales contract with Emerson Process Management LLLP, Emerson Process Management LLLP will be obligated to check the final destination, the end use and the end user of the goods before accepting the order as the contract is subject to all applicable import, export control and sanctions laws, regulation, order, and requirements. The Purchaser agrees to provide Emerson Process Management LLLP this information at its first request within the order proceedings; no order shall be binding on Emerson Process Management LLLP until this information has been received and the transaction has been screened and cleared for compliance.

Re-sale or re-export is permitted only after written approval of Emerson Process Management LLLP.

5.6 Terms and Conditions

STANDARD TERMS AND CONDITIONS OF SALE

The equipment and materials (collectively the "Equipment") which are described on the face hereof and the services (the "Services") described on the face hereof or on the Service Proposal shall be sold to the customer ("Customer") by Caltrol, Inc. ("Seller") upon the following Standard Terms and Conditions.

1. **APPLICABILITY:** All shipments of Equipment are made and all Services are performed pursuant to these Standard Terms and Conditions Any differing terms and conditions in Customer's purchase order or in other written acceptance of Seller's quotations are void and of no force or effect.

2. **PRICES AND QUOTATIONS:**

(a) All prices for Equipment are F.O.B. Seller's warehouse in Las Vegas, Nevada or such other of Seller's locations as Seller may choose, unless otherwise specified. All prices for Services are as provided in Seller's Quotation or in the Service Proposal. Except as otherwise provided herein, Seller's quotation and the prices for the Equipment and Services shall remain in effect for thirty (30) days from the date of Seller's quotation.

(b) All prices quoted by Seller are subject to any addition which may be necessary to cover any taxes or charges or any applicable increase in same hereafter becoming effective, such as, for example, the payment of any applicable sales, use, excise or other taxes, or import duties, documentation charges, freight, insurance, packing charges, storage charges, installation and start up charges or similar costs or charges.



3. PAYMENT TERMS:

(a) Subject to approval of Seller's Credit Department, and unless otherwise agreed in writing, terms of payment are net cash thirty (30) days following the date of invoice, in U.S. currency. A convenience fee of three (3%) percent of total invoice amount will be added to all credit card purchases.
(b) Customer shall pay invoices in full without set-off, counterclaim or withholding. All payments shall be made to Seller at its offices in Las Vegas, Nevada, or as Seller otherwise directs.
(c) If any payment owed to Seller is not paid when due, it shall bear interest, at the maximum rate permitted by law, from the date on which it is due until it is paid. Seller shall have the right, among other remedies, either to terminate the contract or to suspend further deliveries of Equipment or Services under this and/or other contracts with Customer in the event Customer fails to make any payment hereunder when due. Customer shall be liable for all expenses incurred to collect past due amounts.

4. CANCELLATION: Prior to acceptance of the Equipment, Customer may terminate its order for any or all of the Equipment covered by this contract, provided Seller is given reasonable advance written notice of such termination and subject to payment to Seller of termination charges which shall include all costs and expenses already incurred or commitments made by Seller in connection with the processing, purchasing, handling and fabrication of the Equipment, and a reasonable profit thereon. Seller's determination of such termination charges shall be conclusive. Services may be terminated by either party upon 30 days prior written notice to the other party.

5. DELIVERY: (a) Customer shall bear the risk of loss for damage to or destruction of the Equipment from the earlier of the time that Seller delivers such Equipment to the carrier or to Customer or Customer's agent. Any claims for loss or damage after risk of loss has passed to Customer shall be filed with the carrier. Customer shall give written notice to Seller of any claim for shortage, error in Equipment shipped or error in charges within thirty (30) days after receipt of Equipment or such claim shall be deemed waived. (b) Quoted delivery dates for Equipment and Services are approximate estimates determined at the time of quotation and are subject to revision at any time. (c) All shipping dates are approximate and are based upon prompt receipt by Seller of all necessary information from Customer to properly process the order. (d) Delivery dates are subject to changes caused by additions to or modification of the original order agreed to by both Seller and Customer. (e) Under no circumstances shall Seller have any liability whatsoever for damages, including but not limited to damages for loss of use or for any incidental or consequential damages as a result of delayed delivery of Equipment or Services. (f) Unless otherwise agreed in writing, Seller shall have the option of partial or complete shipment of the Equipment.

6. INSTALLATION: All Equipment shall be installed by and at the expense of the Customer.

7. SERVICES: Incidental services rendered by Seller, without charge, or general advice given with respect to Customer's process or equipment, are only technical or advisory in nature and are merely incidental to the sale of the Equipment. When any such services are rendered, Customer will retain full responsibility for and full control, custody and supervision of the Equipment and the installation use or operation thereof, and a representative of Customer shall be present with full authority to direct operations.

STANDARD TERMS AND CONDITIONS OF SALE

8. LIMITED WARRANTY:

(a) Subject to Section 10 and unless otherwise expressly provided herein, Equipment shall carry only the warranty extended by the original manufacturer. If, within thirty (30) days after Customer's discovery of any warranty defects, Customer notifies Seller thereof in writing, Seller shall, at its option, promptly repair or replace F.O.B. point of manufacture, that portion of the Equipment found by Seller to be defective. Failure by Customer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Customer's claim for such defects. Equipment repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period. This warranty is the only warranty made by Seller and can be amended only by a written instrument signed by an officer of Seller. Subject to this Section 8. and except as otherwise expressly provided in this contract, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE EQUIPMENT.

(b) The above warranty does not apply to (i) any Equipment which has been modified or subject to improper handling, storage, installation, operation or maintenance; or (ii) repair or replacements necessitated by normal wear and usage or any cause not caused by Seller or; (iii) any item which is a component part of the Equipment where such item is furnished by Customer. (c) Seller's obligations to repair or replace defective Equipment constitutes agreed and liquidated damages for any breach of warranty by Seller. Seller shall have the right to inspect any Equipment claimed to be defective and shall have the right to determine the cause of such claimed defect. All Equipment replaced or repaired by Seller under its warranty shall be replaced or repaired F.O.B. Seller's warehouse, Las Vegas, Nevada, or such other location as Seller may designate. (d) To the extent that Seller has relied upon any specifications, information, representation of operating conditions or other data supplied in writing by Customer to Seller in the selection or design of the Equipment and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Customer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void, unless otherwise mutually agreed upon in writing. (e) Service Warranty. Seller warrants that it shall exercise reasonable skill, care and diligence in the performance of the Services in accordance with good engineering and/or professional practice, and it shall correct all non-conforming Services performed, provided the Customer notifies Seller in writing of such non-conforming Services within 90 days of completion of the non-conforming Services. This constitutes the sole warranty for Services and there are no implied warranties.



9. INTELLECTUAL PROPERTY:

(a) The owners of any software provided to Customer by Seller will each keep all rights, interest and title in their respective software, firmware and related documentation. Customer's use of the software and firmware is governed exclusively by the software license agreement with the owner if there is one or, in any other case, by the license terms of the owner. The documentation relating to the software and firmware may only be used by Customer for its reasonable internal business purposes.

(b) Subject to Section 10. Seller warrants that any Equipment sold pursuant to this contract, or its use as provided below, except as such may be made specifically for Customer according to Customer's specifications, does not infringe any valid U.S.

Patent in existence as of the date of delivery. This warranty is given upon condition that Customer promptly notify Seller of any claim or suit involving Customer in which infringement is alleged, and if Seller is affected, that Customer permit Seller to control completely the defense or compromise of any such allegation of infringement, with Customer providing reasonable help and cooperation for the defense. Seller's warranty as to use only applies to infringements arising solely out of the inherent operation (i) of such Equipment, or (ii) of any combination of Equipment sold hereunder in a manner designed by Seller.

10. LIMITATION OF LIABILITY: CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES, AND SELLER'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY AND ALL CAUSES WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT OR THE COMPENSATION PAID TO SELLER FOR THE SERVICES IN RESPECT OF WHICH SUCH CAUSE ARISES OR, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF SUCH EQUIPMENT OR CORRECTION OF NON-CONFORMING SERVICES. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE. Seller shall not be liable for, and Customer assumes liability for, all personal injury and property damage connected with the handling of the Equipment. Neither transportation charges, for the return of the Equipment, nor any other costs, nor charges incurred by Customer, will be paid by Seller unless authorized in writing in advance by Seller.

STANDARD TERMS AND CONDITIONS OF SALE

11. EXCUSE OF PERFORMANCE: (a) Deliveries of Equipment and Services may be suspended by Seller, without liability to Customer or any other person, in the event of: Act of God, war, riot, fire, explosion, accident, flood, earthquake, natural disaster, sabotage, equipment or computer failure; acts, omissions, or failures by Seller's suppliers or other third parties; lack of or delays in obtaining adequate fuel, power, raw materials, components, labor, containers or manufacturing or transportation facilities; compliance with governmental requests, laws, regulations, or order actions; breakage or failure of machinery or apparatus; force majeure; national defense requirements or any other event, whether or not of the class or kind enumerated herein, beyond the reasonable control of Seller; or in the event of labor trouble, strike, lockout or injunction (provided that Seller shall not be required to settle a labor dispute against its own best judgment); which event makes impracticable the manufacture or delivery of a shipment of the Equipment (or of a material or component upon which the manufacture of the Equipment is dependent) or the performance of the Services. (b) If Seller determines that its ability to supply the total demand for the Equipment or obtain any or a sufficient quantity of material or component used directly or indirectly, in the manufacture of the Equipment, is hindered, limited or made impracticable, Seller may allocate its available supply of the Equipment or such material or component (without obligation to acquire other supplies of any such Equipment, material, or component) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom. c) Deliveries suspended or not made by reason of this section shall at Seller's option, either be cancelled or the time for delivery shall automatically be extended for a period equal to the suspension period, without liability, but this contract shall otherwise remain unaffected.

12. WAIVERS AND RELEASES: Except as provided in paragraphs 8 and 9, and except for the willful misconduct or gross negligence of Seller, its employees or agents, Customer hereby releases Seller, its employees, agents and "controlling persons" (within the meaning of Section 20(a) of the Securities Exchange Act of 1934, as amended) from all liability, claims, costs, expenses, losses and damages of any and every kind arising out of or resulting, directly or indirectly, from any defect or failure of the Equipment or any act, omission, error or delay in the performance, or nonperformance of the Services or of Seller's other obligations and duties under this contract. To the extent, if any, that Seller, its employees, agent or "controlling persons" shall have any liability under this contract, Customer's exclusive remedy shall be as set forth in paragraph 10.

CUSTOMER WAIVES ALL CLAIMS FOR CONSEQUENTIAL DAMAGES AND ALL CLAIMS REGARDING LOSS OF REVENUE, INCOME PROFIT AND LOSS OF USE OR DAMAGES, WHETHER SAME BE DIRECT, INDIRECT INCIDENTAL OR CONSEQUENTIAL.

13. NUCLEAR AND MEDICAL END-USE. The Equipment, software, firmware and Services supplied by Seller must not be used (i) in connection with any medical, life-support or related applications, or (ii) in connection with any nuclear or nuclear -related applications, unless such uses are agreed upon in advance in writing between Customer and Seller.

14. NON-SOLICITATION: Customer agrees that during the period of time for performance of Services by Seller under the contract and for a period of twelve (12) months after performance of the such Services, Customer will not a) solicit, hire, contract with, or engage the services of any employee(s) of Seller or its sub-contractors, b) entice or counsel any such employee(s) to leave Seller's employ, or c) interfere with the relationship between Seller and such employee(s). In the event that an employee of Seller is hired or leaves the employ of Seller in such circumstances, Seller shall be entitled to all legal and equitable remedies for this breach and, in addition, Customer shall pay



Seller, as compensation for the cost incurred by Seller in recruiting and training the employee, the sum equivalent to six (6) months' salary for each employee hired from or leaving the employment of Seller.

15. OTHER TERMS AND CONDITIONS:

(a) Customer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation by Customer without such consent shall be void. Seller reserves the right to have the Services performed by a subcontractor to Seller.

(b) This contract shall be governed by and construed in accordance with the laws of the State of Nevada. The State of Nevada courts or the U.S. Federal District Courts in Nevada have exclusive jurisdiction over all disputes arising out of this contract.

(c) Seller reserves the right to modify the design of any Equipment without obligations or notifications, and Seller is not obligated to so modify equipment previously or subsequently sold.

(d) Should any clause, sentence or part of these Standard Terms and Conditions of Sale be held invalid, such holding shall in no way affect the validity of the remainder, which shall remain in full effect. Failure to enforce any or all of the Standard Terms and Conditions of Sale in a particular instance or instances, shall not constitute a waiver or preclude subsequent enforcement thereof.

(e) All notices and claims by the parties under this contract must be in writing and delivered only to authorized personnel.

(e) No action, regardless of form, arising out of transactions under this contract may be brought by either party more than two years after the cause of action has accrued.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #10 TO
BHM CONSTRUCTION, INC. FOR THE FAIRFIELD
LIBRARY/LEARNING RESOURCE CENTER PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for Change Order #10 to the Contract with BHM Construction, Inc. (BHM), the general contractor for the Fairfield Library/Learning Resource Center (LLRC) Project. On October 16, 2019 the Board approved a contract with BHM for the Fairfield LLRC Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Provide complete functionality of new LLRC building

Ed. Code: Board Policy: Estimated Fiscal Impact: \$188,859.00 State and Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

January 8, 2021

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
Superintendent-President

January 20, 2021

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #10 TO
BHM CONSTRUCTION, INC. FOR THE FAIRFIELD
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the process of construction, RFI/Submittal review and project inspection, the following changes were made:

- Mechanical and fire protection changes resulting from CCD 009
- District requested conforming door hardware
- Substitution request design fee credit for use of alternate duct hanging method
- Added doubler plates to structural steel due to unforeseen field conflict
- Addition of elevator phone not originally detailed to meet code requirements
- Added studs/drywall resulting from previous detail changes
- Electrical housekeeping pad required for additional CCD 009 electrical work
- Mechanical sound trap not detailed on drawings
- Substitution request design fee credit for use of welds in lieu of fasteners
- Additional winterization costs due to delay of project schedule
- Additional duct support steel required to relocate ducting to rooftop
- Subgrade remediation on site required due to ruptured pipe/wet conditions
- Additional south side lighting to meet code requirements

BHM's Change Order Request includes the cost of the time and material of the previously listed changes.

Following is a summary of the Contract:

\$ 30,279,100 Original Contract Amount

\$ 458,393 Previously Approved Change Orders (9)

\$ 188,859 Proposed Change Order #10

\$ 30,926,352 New Contract Amount, including this Change Order #10

The Board is asked to approve this Change Order #10 to BHM Construction, Inc. in the amount of \$188,859.00 resulting in a new contract amount of \$30,926,352.00.

The agreement is available online at: <http://www.solano.edu/measureq/planning.php>



SOLANO SWINERTON
COMMUNITY COLLEGE MANAGEMENT & CONSULTING

Change Order

Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534
Tel: 707-864-7189 Fax: 707-207-0423

Change Order # 10
Project Number: 19-009
Date: 28-Dec-20

DSA File No.: 48-C1
DSA App. No.: 02-116761

Project: Solano Community College District
Library Learning Resource Center (LLRC) Project
Fairfield Campus

Construction Manager:
Swinerton Management and Consulting
260 Townsend Street
San Francisco, CA 94107

To: BHM Construction, Inc.
221 Gateway Road W, Ste. 405
Napa, CA 94558

The Contract is Changed as Follows:

PCO No.

41c.4	Mechanical and Fire Protection changes resulting from CCD 009	\$108,112.00
47.2	District requested conforming door hardware	\$2,902.00
54.0	Substitution request design fee credit for use of alternate duct hanging method	(\$2,611.00)
59.0	Added doubler plates to structural steel due to unforeseen field conflict	\$13,912.00
62.1	Addition of elevator phone to meet code requirements	\$2,753.00
64.1	Added studs/drywall resulting from previous detail changes	\$31,416.00
67.0	Electrical housekeeping pad required for additional CCD 009 electrical work	\$1,641.00
68.0	Mechanical sound trap not detailed on drawings	\$2,378.00
69.0	Substitution request design fee credit for use of welds in lieu of fasteners	(\$1,250.00)
74.0	Additional winterization costs due to delay of project schedule	\$9,415.00
75.0	Additional duct support steel required to relocate ducting to rooftop	\$3,254.00
80.0	Subgrade remediation on site required due to ruptured pipe/wet conditions	\$3,815.00
82.0	Additional south side lighting to meet code requirements	\$13,122.00

TOTAL COST OF CHANGE ORDER	Add	\$192,720.00
	Deduct	(\$3,861.00)
FINAL CHANGE ORDER AMOUNT:		\$188,859.00

Original Contract Sum:	\$ 30,279,100.00
Total Change By Previous Change Order:	\$ 458,393.00
Contract Sum Prior to This Change Order:	\$ 30,737,493.00
Original Contract Sum will be Increased by This Change Order:	\$188,859.00
The New Contract Sum Including This Change Order Will Be:	\$ 30,926,352.00
The New Contract Completion Date Will Be:	
Contract Time Will Be Unchanged by This Change Order:	X
The Date Of Substantial Completion As Of This Change Order Is:	4/30/2021

CM: _____
 Swinerton Management and Consulting
 260 Townsend St dreet
 San Francisco, CA 94107

Date: _____

ARCHITECT: _____
 Noll & Tam Architects
 729 Heinz Avenue #7
 Berkeley, CA 94710

Date: _____

CONTRACTOR: _____
 BHM Construction, Inc.
 221 Gateway Road W, Ste. 405
 Napa, CA 94588

Date: _____

OWNER: _____
 Lucky Lofton
 Executive Bonds Manager
 Solano Community College District

Date: _____

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT NO. 01 TO CSW|ST2 FOR
ADDITIONAL PROFESSIONAL SERVICES FOR THE
AERONAUTICS NUT TREE FACILITY IMPROVEMENTS
PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

On November 6, 2019, the Board approved a professional services contract to CSW|Stuber-Stroeh Engineering Group, Inc. (CSW|ST2) for project design services for the Aeronautics Nut Tree Facility Improvements Project.

Board approval is now requested for the attached Amendment No. 01, to increase the original professional services agreement with CSW|Stuber-Stroeh Engineering Group, Inc. for additional design services needed for the project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$3,200 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855		
TELEPHONE NUMBER		
Robert V. Diamond Vice President, Finance & Administration		January 20, 2021
VICE PRESIDENT APPROVAL		DATE APPROVED BY
January 8, 2021		SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT NO. 01 TO CSW|ST2 FOR
ADDITIONAL PROFESSIONAL SERVICES FOR THE
AERONAUTICS NUT TREE FACILITY IMPROVEMENTS
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Based on preliminary review of the design documents and conversations with the Nut Tree Airport, it was determined that exterior parking lot lighting should be added to the project. Electrical connections to the building were also needed for the new sewer lift station. This new scope requires additional design and electrical engineering services by the Design Team.

\$ 30,580.00 Original Contract Amount
\$ 3,200.00 Proposed Amendment #1
\$ 33,780.00 New Contract Amount

The Board is asked to approve this contract Amendment No. 01 to CSW|Stuber-Stroeh Engineering Group, Inc. in an amount not to exceed \$3,200.

The contract amendment is available online at: <http://www.solano.edu/measureq/planning.php>.

AMENDMENT NO. 01 TO AGREEMENT

PARTIES

This **FIRST** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **CSW | Struber-Stroeh Engineering Group, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated November 6, 2019, for design services related to the District's Aeronautics Nut Tree Facilities Improvements Project ("Project"); and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

AGREEMENT

1. Section 3. Compensation of the Agreement is amended to read:
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Thirty-Three Thousand Seven Hundred Eighty Dollars and 00/100 (\$33,780.00)**. This fee is a total of the November 6, 2019 Agreement in the amount of \$30,580 and Amendment No. 01 in the amount of \$3,200. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

2. Exhibit A description of the scope of work shall be amended to include the following:

Consultant and its Electrical Engineer will provide additional design and engineering services for the installation of new parking lot lighting and electrical connections for a new sewer lift station. Consultant will provide additional services from Design through Construction Closeout.

3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).

4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: _____, 2021

Dated: _____, 2021

**SOLANO COMMUNITY COLLEGE
DISTRICT**

**CSW | Stuber-Stroeh Engineering Group
Inc.**

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AMENDMENT NO. 01 TO HMR
ARCHITECTS FOR ADDITIONAL PROFESSIONAL
SERVICES FOR THE FAIRFIELD CAMPUS BASEBALL
AND SOFTBALL CLUBHOUSES PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On July 15, 2020 the Board approved a professional services contract to HMR Architects for architectural services for the Fairfield Campus Baseball and Softball Clubhouses Project.

Board approval is requested for the attached Amendment No. 01, to increase the original professional services agreement with HMR Architects for additional design services needed for the project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$9,300 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855		
TELEPHONE NUMBER		January 20, 2021
Robert V. Diamond Vice President, Finance & Administration		DATE APPROVED BY
VICE PRESIDENT APPROVAL		SUPERINTENDENT-PRESIDENT
January 8, 2021		
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT NO. 01 TO HMR
ARCHITECTS FOR ADDITIONAL PROFESSIONAL
SERVICES FOR THE FAIRFIELD CAMPUS BASEBALL
AND SOFTBALL CLUBHOUSES PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Based on requirements from the Local Fire Authority, a new fire hydrant needs to be installed on the East side of the Fairfield Campus. The new fire hydrant will provide protection for the two new portable buildings that will be installed at the Baseball Field and Softball Field. This new scope requires additional design and civil engineering services by the Design Team.

\$ 31,500.00 Original Contract Amount
\$ 9,300.00 Proposed Amendment #1
\$ 40,800.00 New Contract Amount

The Board is asked to approve this contract Amendment No. 01 to HMR Architects in an amount not to exceed \$9,300.

The contract amendment is available online at: <http://www.solano.edu/measureq/planning.php>.

AMENDMENT NO. 01 TO AGREEMENT

PARTIES

This **FIRST** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **HMR Architects** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated July 15, 2020, for architectural services related to the District's Fairfield Campus **Baseball and Softball Clubhouses Project** ("Project"); and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

AGREEMENT

1. Section 3. Compensation of the Agreement is amended to read:
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Forty Thousand, Eight Hundred Dollars and 00/100 (\$40,800.00)**. This fee is a total of the July 15, 2020 Agreement in the amount of \$31,500 and Amendment No. 01 in the amount of \$9,300. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

2. Exhibit A description of the scope of work shall be amended to include the following:

Consultant and its Civil Engineer will provide additional design and engineering services for the installation of a new fire hydrant per the Local Fire Authority requirements. New Fire Hydrant will service both future Baseball and Softball Clubhouse buildings. Consultant will provide additional services from Design Development through Construction Closeout.

3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).

4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: _____, 2021

Dated: _____, 2021

**SOLANO COMMUNITY COLLEGE
DISTRICT**

HMR ARCHITECTS

By: _____

By: _____

Print Name: Lucky Lofton
Print Title: Executive Bonds Manager

Print Name: _____
Print Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: STANDARD AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE AND CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES, ELK GROVE, CALIFORNIA

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

A Standard Agreement between Solano Community College District and California Correctional Health Care Services is being presented for review and approval by the Governing Board. The approval of this amendment benefits the nursing program at Solano Community College by providing students with a general acute care health care and mental health care facilities in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Amendment will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices Sutter Health, 2700 Gateway Oaks Drive, Suite 1141, Sacramento, CA 95833.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other:

Ed. Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: \$NONE

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Sheila Hudson, Ed.D.
Dean, School of Health Sciences

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

TELEPHONE NUMBER

David Williams, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

January 4, 2020

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
Superintendent-President

January 20, 2021

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

PROJECT SUMMARY

1. Solano Community College (hereafter "EDUCATIONAL ENTITY"), the California Department of Corrections and Rehabilitation (CDCR), and the California Correctional Health Care Services (CCHCS) (hereafter "AFFILIATE"), agree to provide mutually beneficial educational experiences and programs for TRAINEE(S) enrolled at the Solano Community College as listed on Attachment 1.
2. The project representatives during the term of this Agreement are below.

Direct all performance/scope of work questions to:

State Agency: California Correctional Health Care Services	Contractor: Solano Community College
Name: Eric Cardenas	Name: Sheila Hudson
Phone: 916-691-9946	Phone: 707-864-7208
Fax:	Fax:
Email: eric.cardenas@cdcr.ca.gov	Email: sheila.hudson@solano.edu

Direct all contract inquiries to:

State Agency: California Correctional Health Care Services	Contractor: Solano Community College
Section/Unit: Health Care Support Contracts	Section/Unit: Nursing
Attention: Shannen Vazquez	Attention: Janet M. Schwartz
Address: P.O. Box 588500, Suite D-2 Elk Grove, CA 95758	Address: 4000 Suisun Valley Road Fairfield, CA 94534
Phone: 916-691-4477	Phone: 707-864-7108
Fax:	Fax:
Email: shannen.vazquez@cdcr.ca.gov	Email: janet.schwartz@solano.edu

3. EDUCATIONAL ENTITY agrees to provide services in the manner specified herein and as detailed in Exhibit A-1, Detailed Scope of Work.

AFFILIATION AGREEMENT BETWEEN
Solano Community College
AND
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

THIS AFFILIATION AGREEMENT is made and entered into this first day of January 1, 2021, or upon approval, whichever occurs later, on behalf of Solano Community College, (hereafter "EDUCATIONAL ENTITY"), and California Correctional Health Care Services /California Department of Corrections and Rehabilitation (CDCR), (hereafter "AFFILIATE"), with reference to the following facts:

WITNESSETH:

WHEREAS, EDUCATIONAL ENTITY conducts approved and accredited applicable medical educational programs for trainees, defined as individuals who participate in a clinical or health sciences education rotation/preceptorship as part of their educational program and not in the capacity of a CDCR employee, hereafter collectively referred to as "TRAINEE(S)," and desires access to facilities in which its TRAINEE(S) can obtain broader clinical learning experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical learning experiences to TRAINEE(S) and desires to have said facilities so used; and

WHEREAS, EDUCATIONAL ENTITY assumes overall responsibility for the development and management of the programs, including any required accreditation requirements established by the applicable accreditation organization standards, as well as determine the adequacy of the educational experience of the TRAINEE(S) theoretical background, basic skill, professional ethics, attitude and behavior, and

WHEREAS, it is in the mutual interest and benefit of the parties that TRAINEE(S) obtain their clinical experience at AFFILIATE's facilities in accordance with the requirements of the educational program's applicable ACCREDITATION ORGANIZATION(S) (listed on **Attachment 1**), hereafter collectively referred to as "ACCREDITATION ORGANIZATION(S)";

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

- I. **RESPONSIBILITIES OF EDUCATIONAL ENTITY** - EDUCATIONAL ENTITY agrees that it shall:
 - A. Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by EDUCATIONAL ENTITY and the applicable ACCREDITATION ORGANIZATION(S). Such goals and objectives shall reflect EDUCATIONAL ENTITY's commitment to providing the highest quality in education and training programs to TRAINEE(S). A list of EDUCATIONAL ENTITY's educational program(s) that are covered by this Agreement is attached hereto and incorporated herein as **Attachment 1**.

- B. Ensure that its clinical experience programs provide appropriate supervision for all TRAINEE(S), as well as an educational rotation and training environment that are consistent with proper patient care, the educational needs, physical and emotional well-being of TRAINEE(S), and the applicable requirements of the ACCREDITATION ORGANIZATION(S).
- C. Recruit and select TRAINEE(S) who are appropriately credentialed, licensed, or otherwise authorized to participate in EDUCATIONAL ENTITY clinical experience program(s) which are the subject of this Agreement (hereafter collectively referred to as "Program").
- D. For each EDUCATIONAL ENTITY Program provided for under this Agreement, EDUCATIONAL ENTITY shall designate a member of EDUCATIONAL ENTITY's faculty to provide coordination, oversight and direction of TRAINEE(S) educational activities and rotation placement while at AFFILIATE's facilities, hereafter referred to as Program Director(s)." The Program Director(s) shall also act as liaison(s) with AFFILIATE.
- E. Cooperate with AFFILIATE in coordinating and reviewing educational rotation schedules of TRAINEE(S) while at AFFILIATE. The parties agree that such schedules shall reflect EDUCATIONAL ENTITY's educational mission and shall not be compromised by the reliance on TRAINEE(S) to fulfill institutional service obligations.
- F. Ensure, in cooperation with AFFILIATE, that TRAINEE(S) assume progressively increasing educational assignments according to their levels of education, ability and experience. EDUCATIONAL ENTITY shall determine the appropriate complexity of assignments provided to TRAINEE(S).
- G. Provide the names of TRAINEE(S) and their educational assignments, including start and end dates, to AFFILIATE sufficiently in advance to allow for convenient planning of educational rotation schedules.
- H. Develop and implement a mechanism for determining evaluation of the performance of TRAINEE(S).
- I. Maintain records and reports concerning the education of TRAINEE(S) and of TRAINEE(S) time spent in the various educational activities referred to in this Agreement, as may be required by EDUCATIONAL ENTITY, ACCREDITATION ORGANIZATION(S) and/or for compliance with the regulations, guidelines, and policies or orders of any State or Federal agency or tribunal.
- J. Require assigned TRAINEE(S) to:
 - 1. Comply with: AFFILIATE's applicable Medical Staff Bylaws & Rules and Regulations; AFFILIATE's policies, procedures and guidelines; State and Federal laws and regulations; the standards and regulations of The Joint Commission (TJC) and the ACCREDITATION ORGANIZATION(S).
 - 2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by EDUCATIONAL ENTITY, in activities and rotation placement that are of educational value and that are appropriate to the course and scope of EDUCATIONAL ENTITY's Program, consistent with the requirements of the applicable ACCREDITATION ORGANIZATION(S).

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce risk of patient injury.
 4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care TRAINEE(S) participate, on forms provided by the AFFILIATE. The medical record shall, at all times, remain the property of the AFFILIATE.
 5. Ensure that the TRAINEE(S) are up to date with the following, which shall be submitted to AFFILIATE upon request:
 - a. EDUCATIONAL ENTITY and Public Health county authority vaccination requirements.
 - b. Annual proof of negative tuberculosis testing by Purified Protein Derivative (PPD) skin test. Any TRAINEE who has a positive PPD skin test will be required to provide EDUCATIONAL ENTITY with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.
 6. Be professionally and appropriately dressed in clothing distinct from that worn by inmates at the AFFILIATE. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto AFFILIATE grounds, as this is inmate attire. The EDUCATIONAL ENTITY should contact the AFFILIATE regarding clothing restrictions prior to requiring access to the AFFILIATE to assure the TRAINEE(S) are in compliance.
 7. Upon AFFILIATE request, obtain signature from each TRAINEE to be assigned in the educational rotation on a Non Redisclosure Agreement (**Attachment 4**).
 8. Upon AFFILIATE request, obtain fingerprinting and clearance by the State through the Department of Justice, Bureau of Criminal Identification and Information.
 9. Sign Primary Laws, Rules and Regulations Regarding Conduct and Association with State Prison Inmates.
- K.** Upon request, provide AFFILIATE with a copy of EDUCATIONAL ENTITY's Corporate Compliance Program and Campus Code of Conduct, and assign an EDUCATIONAL ENTITY representative to work with AFFILIATE regarding any corporate compliance issues.
- L.** Monitor the clinical learning environment and will engage AFFILIATE in addressing negative influences in the learning environment where detected.
- M.** EDUCATIONAL ENTITY agrees to provide TRAINEE(S) the Primary Laws, Rules and Regulations Regarding Conduct and Association with State Prison Inmates, for TRAINEE(S) signature, so TRAINEE(S) shall be made aware of and shall abide by the laws, rules and regulations governing conduct in associating with prison inmates.

- N.** Will not have TRAINEE(S) at AFFILIATE who are ex-offenders on active parole or probation. Ex-offenders are defined as those who are required to register as a sex offender pursuant to Penal Code Section 290; have an offense history involving a “violent felony” as defined in subparagraph (c) of Penal Code Section 667.5; or any ex-felon in a position which provides direct supervision of parolees. Ex-offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for rotation placement by the EDUCATIONAL ENTITY subject to the following limitations: EDUCATIONAL ENTITY shall obtain the prior written approval for the rotation placement of any such ex-offender from the Authorized Administrator; and such ex-offender whose educational rotation will involve administrative or policy decision making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the AFFILIATE or EDUCATIONAL ENTITY.
- O.** Ensure TRAINEE(S) are cleared prior to providing services. The EDUCATIONAL ENTITY will be required to complete a Request for Gate Clearance (**Attachment 5**) for all TRAINEE(S) entering the facility a minimum of thirty (30) working days prior to commencement of TRAINEE(S) educational rotation. The Request for Gate Clearance must include the TRAINEE(S) name, social security number, valid State driver’s license number, State identification card number, or government issued Passport number and date of birth. Information shall be submitted to the AFFILIATE’s Program Coordinator or his/her designee. AFFILIATE uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System check. The check will include the Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check and Live Scan.

At any time, gate clearance may be denied for the following reasons, including, but not limited to: TRAINEE(S) presence in the institution presents a serious threat to security, TRAINEE(S) have been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or TRAINEE(S) have deliberately falsified his/her identity. TRAINEE(S) can also be denied gate clearance for any security incidents or crimes committed after gate clearance is initially granted. If EDUCATIONAL ENTITY learns of any security incidents or crimes committed by the TRAINEE(S) after gate clearance is issued, EDUCATIONAL ENTITY is required to notify AFFILIATE immediately.

All persons entering the facilities must have a valid State driver’s license or photo identification card on their person.

II. RESPONSIBILITIES OF AFFILIATE - AFFILIATE agrees that it shall:

- A.** Maintain adequate staff, facilities, and EDUCATIONAL ENTITY faculty at AFFILIATE locations covered by this Agreement to meet the educational goals and objectives of the EDUCATIONAL ENTITY’s Program, and in a manner consistent with the standards and requirements established by EDUCATIONAL ENTITY and the applicable ACCREDITATION ORGANIZATION(S). A list of AFFILIATE’s facilities that are provided for under this Agreement are herein attached as **Attachment 2**.

- B.** Structure clinical oversight schedules at AFFILIATE's facilities in a manner that assures the Program Director that faculty supervision is readily available to TRAINEE(S).
- C.** Provide teaching and oversight and develop systems to minimize the educational rotation schedules of TRAINEE(S) that is extraneous to their educational program(s). When applicable, this contract will also cover rotations in which TRAINEE(S) from the same educational program rotate in medical and mental health clinical settings as part as a collaboration with Medical Services and Mental Health.
- D.** Ensure that AFFILIATE preceptors who are providing clinical (appropriate medical or pharmacy as applicable) oversight to TRAINEE(S) at AFFILIATE facilities are duly appointed as AFFILIATE employees, and are appropriately credentialed and/or licensed in compliance with applicable ACCREDITATION ORGANIZATION standards. Preceptors at AFFILIATE's facilities who oversee the TRAINEE(S) clinical educational rotation schedule shall do so under the ultimate direction of the EDUCATIONAL ENTITY's Program Director(s).
- E.** Cooperate with EDUCATIONAL ENTITY to ensure that TRAINEE(S) are provided the opportunity to assume progressively increasing and appropriate complexity of assignments in accordance with their levels of education, ability, and experience.
- F.** Conduct formal quality assurance programs and review patient complications and deaths as follows:
 - 1.** All TRAINEE(S) shall receive instruction in appropriate quality assurance/performance improvement. The extent possible and in conformance with State law, TRAINEE(S) shall participate in appropriate components of AFFILIATE's quality assurance/performance improvement program.
 - 2.** AFFILIATE shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness and care. The medical records system must be adequate to support the education of TRAINEE(S) and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.
- G.** Designate, in consultation with EDUCATIONAL ENTITY, an employee of AFFILIATE to coordinate TRAINEE(S) educational rotation schedules and activities while at AFFILIATE's facilities, hereafter "Site Director(s)." The Site Director(s) shall also act as liaison(s) with EDUCATIONAL ENTITY. Upon execution of this Agreement, the name(s) of AFFILIATE's Site Director(s) shall be provided to EDUCATIONAL ENTITY's Program Director(s).
- H.** Implement educational rotation schedules for TRAINEE(S) in conjunction with EDUCATIONAL ENTITY's Program Director(s) and in accordance with EDUCATIONAL ENTITY's educational goals and objectives and the applicable requirements of the Program and ACCREDITATION ORGANIZATION(S), as follows:

1. AFFILIATE shall assist in promoting the Program's educational goals by supporting TRAINEE(S) learning objectives and avoid excessive reliance on TRAINEE(S) to fulfill institutional service obligations. The parties acknowledge and agree, however, that educational rotation hours must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Programs must ensure that TRAINEE(S) are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.
 2. AFFILIATE shall support and will not exceed TRAINEE(S) educational rotation hours in accordance with program and respective ACCREDITATION ORGANIZATION requirements. The structuring of educational rotation hours shall ensure a training environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of TRAINEE(S), and the applicable requirements of the Program.
- I. AFFILIATE shall protect the health and safety of TRAINEE(S) on rotation at AFFILIATE's facilities by providing TRAINEE(S) with the following:
1. Orientation including, but not limited to, information about AFFILIATE's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;
 2. Instruction in AFFILIATE's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE's protocols for injuries including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants;
 3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of TRAINEE(S) in the event of a needle stick injury to or other exposure of TRAINEE(S) to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immune-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by AFFILIATE. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and
 4. Information concerning availability of parking, meals, lockers, and appropriate access to break rooms and bathroom/shower facilities.
- J. Maintain its license as a health care facility as applicable and comply with all applicable laws, regulations, and applicable ACCREDITATION ORGANIZATION requirements. AFFILIATE shall notify EDUCATIONAL ENTITY within five (5) days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations.
- K. With respect to any professional services performed by TRAINEE(S) under this Agreement, AFFILIATE shall notify EDUCATIONAL ENTITY and its Program Director(s) as follows:
1. Immediately upon initiation of an investigation of a TRAINEE or EDUCATIONAL ENTITY faculty member.

2. Within five (5) days after receipt of service of a complaint, summons or notice of a claim naming a TRAINEE or EDUCATIONAL ENTITY faculty member.
 3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which an EDUCATIONAL ENTITY faculty member or TRAINEE has been named or in which a settlement is being proposed on their behalf; and
 4. Prior to making a report to the National Data Bank or the applicable licensing Board of California in which an EDUCATIONAL ENTITY faculty member or TRAINEE is named.
- L.** Provide TRAINEE(S) access to:
1. Patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with educational objectives and patient care.
 2. An effective laboratory and radiologic information retrieval system appropriate for the conduct of the clinical experience programs and provision of quality and timely patient care.
 3. Appropriate security measures to protect TRAINEE(S) in all locations, including but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and related clinical facilities (e.g., medical office building).
- M.** Cooperate with and assist EDUCATIONAL ENTITY in investigating facts which may serve as a basis for taking any disciplinary or academic action against a TRAINEE, EDUCATIONAL ENTITY faculty member and/or EDUCATIONAL ENTITY employee. EDUCATIONAL ENTITY shall be responsible for the discipline of TRAINEE(S), EDUCATIONAL ENTITY faculty members, and/or EDUCATIONAL ENTITY employees in accordance with EDUCATIONAL ENTITY's applicable policies and procedures. EDUCATIONAL ENTITY may, but need not, consult with AFFILIATE concerning any proposed disciplinary action.
- Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with EDUCATIONAL ENTITY, to prohibit further attendance at AFFILIATE of any TRAINEE(S); provided, however, that affiliate will not take any action against TRAINEE(S) in an arbitrary or capricious manner. Upon such termination of TRAINEE(S) educational rotation, EDUCATIONAL ENTITY will use its best efforts to replace the terminated TRAINEE(S) with another TRAINEE(S) as soon as possible.
- N.** AFFILIATE shall not require any EDUCATIONAL ENTITY faculty or TRAINEE(S) to conduct his/her professional behavior in a manner that would contradict the requirements of EDUCATIONAL ENTITY's corporate compliance program.
- O.** Reserves the right to conduct a background check on TRAINEE(S) as the AFFILIATE deems necessary to ensure security at all facilities where TRAINEE(S) may be admitted. The AFFILIATE further reserves the right to terminate the Agreement should a threat to security be determined.
- P.** Enforce the following security regulations:
1. Unless otherwise directed by the entrance gate officer and/or AFFILIATE designee, TRAINEE(S) shall enter the institution through the main entrance

gate and park private and nonessential vehicles in the designated visitor's parking lot. TRAINEE(S) shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

2. Any State owned equipment used by the TRAINEE(S) shall be self-secured by the TRAINEE(S) when not in use, by locking or other means unless specified otherwise.
3. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and TRAINEE(S) must furnish keys to institutional authorities to access all locked areas on the worksite. The AFFILIATE shall in no way be responsible for EDUCATIONAL ENTITY's loss due to fire.
4. Due to security procedures, the EDUCATIONAL ENTITY and TRAINEE(S) may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the EDUCATIONAL ENTITY.
5. TRAINEE(S) shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
6. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras are not permitted on institution grounds.
7. TRAINEE(S) shall not unduly interfere with the operations of the institution.
8. No picketing is allowed on AFFILIATE property.

III. COMPENSATION

There will be no compensation paid under this Agreement.

IV. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between EDUCATIONAL ENTITY and AFFILIATE other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither EDUCATIONAL ENTITY nor AFFILIATE, nor any of their respective officers, directors, TRAINEE(S) or employees shall be construed to be the agent, employee or representative of the other.

EDUCATIONAL ENTITY and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies, and shall comply with all applicable Federal, State and Local laws and regulations.

V. STATUS OF TRAINEE(S)

- A. During the period in which TRAINEE(S) are placed in an educational rotation at the AFFILIATE, the TRAINEE(S) shall be under the ultimate direction and control of the EDUCATIONAL ENTITY's Program Director or in the Program Director's absence, his/her designee(s).
- B. It is expressly agreed and understood by EDUCATIONAL ENTITY and AFFILIATE that TRAINEE(S) are present at the AFFILIATE's facilities to participate in training

activities and educational rotation hours that are of educational value to TRAINEE(S), and that are appropriate to the course and scope of EDUCATIONAL ENTITY's Program and consistent applicable Program and ACCREDITATION ORGANIZATION(S) requirements.

- C. EDUCATIONAL ENTITY and AFFILIATE shall ensure that TRAINEE(S) have the opportunity to:
1. Participate in a program of learning that fosters continued professional growth with guidance from the teaching staff.
 2. Participate in safe, effective, and compassionate patient care, under supervision commensurate and complexity of assignments to be provided in accordance with their level of educational advancement and responsibility, as determined by EDUCATIONAL ENTITY.
 3. Participate fully in the educational and scholarly activities of their Program and, as required, assume assignments for teaching and mentoring other TRAINEE(S).
 4. Participate, as appropriate, in AFFILIATE Programs and medical/nursing staff activities and adhere to established practices, procedures, and policies of the AFFILIATE.
 5. Have appropriate representation, where possible, on AFFILIATE committees and councils whose actions affect their education and/or patient care.
 6. Submit to the EDUCATIONAL ENTITY's Program Director, at least annually, confidential written evaluations of supervisory faculty and of their educational experiences while at AFFILIATE's facilities.

VI. **PRIMARY LAWS, RULES AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES**

EDUCATIONAL ENTITY agrees to provide TRAINEE(S) the Primary Laws, Rules and Regulations Regarding Conduct and Association with State Prison Inmates, for TRAINEE(S) signature, so TRAINEE(S) shall be made aware of and shall abide by the applicable laws, rules and regulations governing conduct in associating with prison inmates. (**Attachment 3**)

VII. **EDUCATIONAL ROTATION PLACEMENT OF TRAINEE(S)**

No educational rotation or placement of TRAINEE(S) can commence until after execution commencing on the date set forth in Article X TERM, and subject to the provisions in Section II above, EDUCATIONAL ENTITY may place TRAINEE(S) for rotation at AFFILIATE facilities.

VIII. **USE OF NAME.**

The parties agree that any use of the EDUCATIONAL ENTITY or other similar references to the EDUCATIONAL ENTITY, its physicians or facilities, shall be subject to the prior written approval of the EDUCATIONAL ENTITY.

IX. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

X. TERM

The term of this Agreement shall commence on January 1, 2021 or upon approval, whichever occurs later, through December 31, 2023.

XI. TERMINATION

- A.** The AFFILIATE reserves the right to terminate this Agreement subject to thirty (30) days written notice to the EDUCATIONAL ENTITY. EDUCATIONAL ENTITY may submit a written request to terminate this Agreement only if the AFFILIATE should substantially fail to perform its responsibilities as provided herein.
- B.** However, the Agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7, Termination for Cause).
- C.** This Agreement may be suspended or cancelled without notice, at the option of the EDUCATIONAL ENTITY or the AFFILIATE, if the EDUCATIONAL ENTITY or AFFILIATE'S premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the EDUCATIONAL ENTITY is unable to render service as a result of any action by the governmental authority.

XII. INSURANCE

EDUCATIONAL ENTITY shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of insurance as follows. When utilizing self-insurance, the EDUCATIONAL ENTITY shall provide the AFFILIATE verification of the self-insurance.

- A.** Professional Liability insurance to cover liability for professional acts, mistakes, and errors or omissions for each TRAINEE in the Educational Partnership Program with minimum limits of one million dollars (\$1,000,000) per occurrence, with a general aggregate of three million dollars (\$3,000,000). In the case where the EDUCATIONAL ENTITY provides Hospital Professional Liability insurance, each TRAINEE in the Educational Partnership Program must be covered for professional liability insurance to cover liability for professional acts, mistakes, and errors or omissions with minimum limits of one million dollars (\$1,000,000) per occurrence, with a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then EDUCATIONAL ENTITY shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

- B.** Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$3,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
- C.** Workers' Compensation Insurance Program covering EDUCATIONAL ENTITY's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- D.** Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII - A and B shall not in any way limit the liability of EDUCATIONAL ENTITY.

The coverage's referred to under paragraph B of this Section XII shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of EDUCATIONAL ENTITY, its officers, agents, TRAINEE(S), and/or employees. EDUCATIONAL ENTITY, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to AFFILIATE of any modification, change or cancellation of any of the above self-insurance coverage's.

XIII. COOPERATION IN DISPOSITION OF CLAIMS

AFFILIATE and EDUCATIONAL ENTITY agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and EDUCATIONAL ENTITY shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or EDUCATIONAL ENTITY to disclose any peer review documents, records of communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

XIV. PATIENT RECORDS

Any and all of AFFILIATE's medical records and charts created at AFFILIATE's facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, EDUCATIONAL ENTITY shall be permitted to inspect and/or duplicate, at EDUCATIONAL ENTITY's expense, any

individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable Federal, State and local laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).

XV. ARBITRATION

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to binding arbitration pursuant to California Code of Civil Procedure, Section 1280, et seq. using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party and to the American Arbitration Association. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two (2) arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure, Section 1285 and 1294.2.

XVI. INTERRUPTION OF SERVICE

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence, exigency or contingency, legal or otherwise beyond its reasonable control, including, but not limited to acts of God, acts of war, terrorism, fire insurrection, labor disputes, riots earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XVII. ATTORNEYS' FEES

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

XVIII. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XIX. WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XX. EXHIBITS AND ATTACHMENTS

Any and all Exhibits and Attachments referenced on the STD 213 and attached hereto are incorporated herein by reference and made a part of this Agreement.

XXI. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and EDUCATIONAL ENTITY agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

XXII. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXIII. NOTICES

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO EDUCATIONAL ENTITY: Solano Community College
Janet M. Schwartz
4000 Suisun Valley Road
Fairfield, CA 94534

TO AFFILIATE: California Correctional Health Care Services
Shannen Vazquez
P.O. BOX 588500
Elk Grove, CA 95758

1. BLOOD BORNE PATHOGENS

EDUCATIONAL ENTITY shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

2. DISCLOSURE

Neither the AFFILITATE nor any AFFILITATE employee will be liable to the EDUCATIONAL ENTITY or its staff or TRAINEE(S) for injuries inflicted by inmates or parolees of the State. The AFFILITATE agrees to disclose to the EDUCATIONAL ENTITY any statement(s) known to AFFILITATE staff made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the EDUCATIONAL ENTITY in disclosing such statement(s) to the AFFILITATE.

3. EXCISE TAX

The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

4. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

5. PRISON RAPE ELIMINATION POLICY

AFFILIATE is committed to providing a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment. This will be accomplished by maintaining a program to address education/prevention, detection, response, investigation, and tracking of these behaviors and to address successful community re-entry of the offender. AFFILIATE shall maintain a zero tolerance for sexual violence, staff sexual misconduct and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction. All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited. All EDUCATIONAL ENTITY staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

6. INSPECTION OF SERVICES

Services performed by EDUCATIONAL ENTITY under this Agreement shall be subject to inspection by the AFFILIATE at any and all times during the performance thereof.

If the AFFILIATE's official conducting the inspection determines that the services performed by EDUCATIONAL ENTITY (and/or materials furnished in connection

therewith) are not in accordance with the specification, AFFILIATE may, at its option, terminate the agreement.

7. LIABILITY FOR LOSS AND DAMAGES

Any damages by the EDUCATIONAL ENTITY or TRAINEE(S) to the AFFILIATE's facility including equipment, furniture, materials or other State property will be repaired or replaced by the EDUCATIONAL ENTITY to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and invoice the EDUCATIONAL ENTITY for the cost of the repairs (if applicable).

8. LIABILITY FOR NONCONFORMING WORK

The EDUCATIONAL ENTITY will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the EDUCATIONAL ENTITY's deadline, the EDUCATIONAL ENTITY will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, AFFILIATE, in its sole discretion, may use any reasonable means to cure the nonconformity. The EDUCATIONAL ENTITY shall be responsible for reimbursing AFFILIATE for any additional expenses incurred to cure such defects (if applicable).

9. LICENSE AND PERMITS

The EDUCATIONAL ENTITY shall be licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

A. If you are an EDUCATIONAL ENTITY located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are an EDUCATIONAL ENTITY located outside the State of California, you will need to submit to AFFILIATE a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

B. In the event, any license(s) and/or permit(s) expire at any time during the term of this contract; EDUCATIONAL ENTITY agrees to provide AFFILIATE with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the EDUCATIONAL ENTITY fails to keep in effect at all times all required license(s) and permit(s), the AFFILIATE may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

10. TOBACCO-FREE ENVIRONMENT

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the California Department of Corrections and Rehabilitation is prohibited.

XIV. CONFIDENTIALITY OF HEALTH INFORMATION (HIPAA)

AFFILIATE and EDUCATIONAL ENTITY agree that all CDCR patient health Information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

By acceptance of this Agreement, EDUCATIONAL ENTITY is subject to all of the requirements of the Federal regulations implementing the Health Insurance Portability and Accountability Act (HIPAA) of 1996; the Health Information Technology for Economic and Clinical Health Act - Public Law 111-005 (HITECH Act), the related privacy and security regulations at 45 CFR Parts 160 and 164; the California Government Code Section 11019.9; California Civil Code Section 56, et seq.; and California Civil Code Section 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

The parties acknowledge and agree as follows:

- A. The Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 CFR 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without patient authorization for certain specified purposes, one of which is for health care operations.
- B. The educational partnership program described herein is part of EDUCATIONAL ENTITY's health care operations, as defined under HIPAA, including conducting training programs in which its students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers; training of non-health care professionals, accreditation, certification, licensing, or credentialing activities.
- C. EDUCATIONAL ENTITY and AFFILIATE are each covered entities as defined by HIPAA.
- D. EDUCATIONAL ENTITY and AFFILIATE may each disclose PHI to the other as minimally necessary to carry out EDUCATIONAL ENTITY's respective training and educational programs, as well as to meet the accreditation and credentialing requirements of both EDUCATIONAL ENTITY AND AFFILIATE.
- E. EDUCATIONAL ENTITY and AFFILIATE each represent to the other that all individuals participating in the activities under this Agreement who use, create or disclose PHI, including, as applicable, its faculty, medical staff, employees and TRAINEES, will comply with HIPAA's Privacy and Security rules and have received training as required by HIPAA.
- F. AFFILIATE shall permit ACCREDITATION ORGANIZATIONS or accrediting entities, acting on behalf of EDUCATIONAL ENTITY as EDUCATIONAL ENTITY's Business Associates, to access the PHI maintained by AFFILIATE that is necessary for those organizations or entities to conduct their accreditations of EDUCATIONAL ENTITY.
- G. EDUCATIONAL ENTITY and AFFILIATE may use or disclose such PHI as is minimally necessary for the healthcare operations of the EDUCATIONAL ENTITY or AFFILIATE as required or permitted by this Agreement or as required by law.
- H. Upon termination of this Agreement or participation by individual TRAINEES,

EDUCATIONAL ENTITY, its TRAINEES, faculty or staff shall return or destroy all protected health information created on behalf of AFFILIATE.

- I. A violation of subsections D, E, F, G, or H herein are considered material terms and may trigger the right to terminate the Agreement for cause per section 14, Exhibit C, Right to Terminate.

LIST OF EDUCATIONAL PROGRAMS

This Agreement includes the following Educational Entity Programs:

Select Program Type	Educational Entity Program Title	Accreditation Organizations	Educational Entity Program Director Name/Title	Educational Entity Program Coordinator Name/Title
Registered Nurse	Solano Community College Registered Nursing Program	<ul style="list-style-type: none"> • Commission of Collegiate Nursing Education (CCNE) • California Board of Registered Nursing 	Erin Craig, MS, RJN, CNS-BC, PMHNP-BC, Director of Nursing	N/A

LIST OF STATE'S ADULT INSTITUTIONS AND FACILITIES

Institution	Address
Avenal State Prison (ASP)	1 Kings Way Avenal, CA 93204
California City Correctional Facility (CCCF)	22844 Virginia Blvd. California City, CA 93505
Calipatria State Prison (CAL)	7018 Blair Road Calipatria, CA 92233
California Correctional Center (CCC)	711-045 Center Road Susanville, CA 96130
California Correctional Institution (CCI)	24900 Highway 202 Tehachapi, CA 93561
California Health Care Facility (CHCF)	7707 Austin Road Stockton, CA 95215
California City (CAC)	24900 End of Highway 202 Tehachapi, CA 93561
Central California Women's Facility (CCWF)	23370 Road 22 Chowchilla, CA 93610
California State Prison – Centinela (CEN)	2302 Brown Road Imperial, CA 92251
California Institution for Men (CIM)	14901 Central Avenue Chino, CA 91710
California Institution for Women (CIW)	16765 Chino-Corona Road Corona, CA 92878
California Men's Colony (CMC)	Highway 1 San Luis Obispo, CA 93409
California Medical Facility (CMF)	1600 California Drive Vacaville, CA 95696
California State Prison – Corcoran (COR)	4001 King Avenue Corcoran, CA 93212
California Rehabilitation Center (CRC)	5 th Street & Western Norco, CA 92860
Correctional Training Facility (CTF)	Highway 101 North Soledad, CA 93960
Chuckawalla Valley State Prison (CVSP)	19025 Wiley's Well Road Blythe, CA 92225

Deuel Vocational Institution (DVI)	23500 Kasson Road Tracy, CA 95376
Folsom State Prison (FSP)	300 Prison Road Represa, CA 95671
High Desert State Prison (HDSP)	475-750 Rice Canyon Road Susanville, CA 96127
Ironwood State Prison (ISP)	19005 Wiley's Well Road Blythe, CA 92225
California State Prison - Los Angeles County (LAC)	44750 60 th Street Lancaster, CA 93536
Mule Creek State Prison (MCSP)	4001 Highway 104 Ione, CA 95640
North Kern State Prison (NKSP)	2737 West Cecile Avenue Delano, CA 93215
Pelican Bay State Prison (PBSP)	5905 Lake Earl Drive Crescent City, CA 95531
Pleasant Valley State Prison (PVSP)	24863 West Jayne Coalinga, CA 93210
Richard J. Donovan Correctional Facility (RJD)	480 Alta Road San Diego, CA 92179
California State Prison – Sacramento (SAC)	Prison Road Represa, CA 95671
California Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)	900 Quebec Avenue Corcoran, CA 93212
Sierra Conservation Center (SCC)	5100 O'Brynes Ferry Road Jamestown, CA 95327
California State Prison – Solano (SOL)	2100 Peabody Road Vacaville, CA 95696
San Quentin State Prison (SQ)	1 Main Street San Quentin, CA 94964
Salinas Valley State Prison (SVSP)	31625 Highway 101 Soledad, CA 93960
Valley State Prison for Women (VSPW)	21633 Avenue 24 Chowchilla, CA 93610
Wasco State Prison (WSP)	701 Scofield Avenue Wasco, CA 93280

CCHCS Headquarters	8280 Longleaf Drive Elk Grove, CA 95758 (and other CCHCS locations in Sacramento, CA)
Telemedicine Northern CA locations	Elk Grove Campus 8220 Longleaf Drive, Building B Elk Grove, CA 95758
Telemedicine Southern CA locations	<p>RCRO – Rancho Cucamonga Regional Office 4th St. Building 1, Suite 150 Rancho Cucamonga, CA 91730</p> <p>RCSO-Rancho Cucamonga Satellite Office Commerce Center Drive, Suite 250 Rancho Cucamonga, CA 91730</p> <p>SARO-Santa Ana Regional Office 2 Mac Arthur Place, Suite 900 Santa Ana, CA 92707</p> <p>DBRO-Diamond Bar Regional Office Pathfinder Road, Suite 110 Diamond Bar, CA 91765</p>

***Locations include CCHCS sites statewide. Future CCHCS sites may be added without an amendment to the contract.**

PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND
ASSOCIATION WITH STATE PRISON INMATES

CDCR 181 (Rev 10/14)

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates, Title 15, Section 3285. The following is a summation of pertinent information when individuals not employed by the department (volunteers, media, contractors and their employees and dignitaries) come in contact with prison inmates.

1. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3283, 3285, 3289, 3292 and 3415

2. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, non- employees and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

3. All persons entering onto institution/facility or camp grounds consent to a search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property or vehicle may be cause for denial of access to the premises or restrictions to visiting or facility access.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3267, 3288, 3289, and 3292.

4. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator and /or their designees.

SOURCE: PC Sections 2086, 5054 and 5058; CCR, Title 15, Sections 3283 and 3289

5. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173, 3283 and 3289

6. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576 and 5030.1; CCR, Title 15, Sections, 3172.1, 3188 and 3292

7. It is illegal to give or take letters from prison inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

8. In an emergency situation the visiting program and other inmate program activities may be suspended by the Warden or designee.

SOURCE: PC Sections 2086 and 2601; CCR, Title 15, Section 3383

9. For security reasons, volunteers, media, contractors, dignitaries and guests must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Sections 3174 and 3349.2.3(g) (3) (B)

10. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Section 3261.5

I HEREBY CERTIFY AND ACKNOWLEDGE I HAVE READ THE ABOVE AND FULLY UNDERSTAND THE IMPLICATIONS REGARDING MY CONDUCT AND ASSOCIATION WITH PRISON INMATES. I ALSO UNDERSTAND VIOLATION OF ANY OF THE ABOVE COULD RESULT IN EXPULSION FROM A CDC INSTITUTION/FACILITY OR CAMP WITH THE POSSIBILITY OF CRIMINAL PROSECUTION.

VOLUNTEER/MEDIA/CONTRACTOR/GUEST	SIGNATURE	DATE SIGNED
NAME AND TITLE (Print)		

DISTRIBUTION: Original – Warden, Parole Administrator *and/or Designee*



**State of California
California Correctional Health Care Services (CCHCS)**

Non Redisclosure Agreement

This Agreement is entered into this day ____ month _____ year _____
between CCHCS (Discloser) and _____, a TRAINEE in
rotation ("TRAINEE") through the _____ "Affiliation Agreement."

WHEREAS Discloser possesses certain information relating to CCHCS that is confidential and proprietary to Discloser (hereinafter referred to as "confidential information"); and

WHEREAS the TRAINEE is willing to receive disclosure of the confidential information pursuant to the Terms of this Agreement for the purpose of participating in educational rotations through their University Program at various CDCR/CCHCS locations through the above Affiliation Agreement;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the TRAINEE under the Affiliation Agreement, the TRAINEE understands and agrees to the following:

1. Disclosure. Discloser agrees to disclose and TRAINEE agrees to receive confidential information while participating in the TRAINEE rotations that are subject to the Affiliation Agreement.
2. Confidentiality. All TRAINEES will comply with all Federal and State privacy laws regarding personally identifiable information ("PII") and protected health information ("PHI"). Entrance to any CDCR/CCHCS facility requires TRAINEE signature of this Non Redisclosure Agreement (NDA) before being admitted. Failure to sign the NDA is grounds for TRAINEE to be refused admission.

2.1 **No Use**. TRAINEE agrees not to use the confidential information in any way, or to manufacture or test any content embodying confidential information, except for the purpose set forth above or by formal Contract, Memorandum of Understanding, Affiliation Agreement or Inter Agency Agreement.

2.2 **No Disclosure**. TRAINEE agrees to abide by all Federal and State laws to prevent and protect the confidential information, or any part thereof, from disclosure to any person other than other TRAINEES, their clinical supervisors and/or their teachers/instructors, as clinically appropriate, within this Agreement or CDCR/CCHCS employees having a need for disclosure in connection with TRAINEE's authorized use of the confidential information.

3. Limits on Confidential Information. Confidential information shall not be deemed proprietary and the TRAINEE shall have no obligation with respect to such information where the information:

- 3.1. Was known to TRAINEE prior to receiving any of the confidential information from Discloser;



- 3.2. Has become publicly known through no wrongful act of TRAINEE or others;
- 3.3. Was received by TRAINEE without breach of this Agreement from a third party without restriction as to the use and disclosure of the confidential information;
- 3.4. Was independently developed by TRAINEE without use of the confidential information; or
- 3.5. Was ordered to be publicly released by the requirement of an authorized government agency.

4. Ownership of Confidential Information. TRAINEE agrees that all confidential information shall remain the property of Discloser, and that Discloser may use such confidential information for any purpose without obligation to TRAINEE. Nothing contained herein shall be construed as granting or implying any transfer to TRAINEE of rights, patents, or other intellectual property protecting or relating to confidential information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the confidential information disclosed to TRAINEE is no longer confidential.

6. Survival of Rights and Obligations. This Agreement is binding and enforceable to and by (a) the Discloser, its successors, and assignees; and (b) TRAINEE, its successors and assignees.

IN WITNESS WHEREOF, the TRAINEE and CCHCS have executed this Agreement effective as of the date above.

Signature: _____
(TRAINEE)

Signature: _____
(CCHCS Representative)

CONFIDENTIAL
GATE CLEARANCE

Attachment 5

Date Submitted:

The following will be required in order to submit and clear anyone for entry into CDCR Institution.

1. Gate Clearance Submission Time Requirements:
 1-10 people - minimum **14** working days **11-20** people - minimum **21** working days
 21-30 people - minimum **30** working days **Over 30** people - **45** working days
 NOTE: Last minute entries will NOT be added to the gate clearances. NO EXCEPTIONS
2. All clearances must have a beginning and end date. If there no end date is noted, clearance will be for the one date only.
3. All clearances must state the purpose for persons coming in (e.g., guest speaker, tutor, observing class, ministry, etc.)

DATE(s) of VISIT:

TIME OF VISIT:

#	NAME	DOB	DL# or PASSPORT #	STATE	SS#
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

ORGANIZATION: N/A

DESTINATION:

SPONSORING DEPT AT INSTITUTION:

ESCORT:

PURPOSE:

EQUIPMENT:

IN HOUSE CONTACT &PHONE#:

SUBMITTER'S CONTACT INFO (*Email and Phone #*):

I certify that as the maker of this document, I will inform the person(s) appearing above of the necessary Primary Laws, Rules & Regulations, and assume responsibility for their conduct.

Submitted By:

Reviewed By:

Approved By:

Contractor Name

California Department of Corrections and Rehabilitation
California Correctional Health Care Services
Insurance Requirements

Contract Number:

Exhibit X

INSURANCE REQUIREMENTS

- A. When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is commercial general liability insurance presently in effect for the Contractor of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined. Such certificate shall include the name of the carrier, policy number, policy inception and expiration dates.
- B. The certificate of insurance will include provisions below in their entirety:
- 1) Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.
 - 2) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under the contract. The additional insured endorsement must accompany the certificate of insurance.
 - 3) That the State will not be responsible for any premiums or assessment on the policy.
- C. Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide within at least five (5) business days prior to the expiration of the insurance, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- D. The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- E. **Automobile Liability Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor for not less than \$1,000,000.00 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. For contracted services involving transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- F. **Workers' Compensation Insurance** – The Contractor shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000.00 by an insurance carrier licensed to write Workers' Compensation Insurance in California. Such certificate shall include the name of the carrier, policy number, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.
- G. Contractor shall ensure that the Certificate Holder listed on the Certificate of Insurance specifies the following:
California Correctional Health Care Services
Acquisitions Management Section
PO Box 588500, D-2
Elk Grove, CA 95758

Contractor Name
California Department of Corrections and Rehabilitation
California Correctional Health Care Services
Insurance Requirements

Contract Number:

Exhibit X

H. **Professional Liability:** *(Could be used for Student Interns/Fellowship/Consulting Service Contracts and others as necessary)*

Contractor shall maintain Professional Liability covering any damages caused by an error, omission or any negligent acts. Limits of not less than \$[1,000,000.00] shall be provided

H. **Professional Liability:** *(For Legal Service Contracts)*

Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than \$1,000,000 per occurrence and \$2,000,000 policy aggregate. The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of Contract work. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.** If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of work.

INFORMATION SECURITY AGREEMENT (ISA)

1. Introduction and Purpose

- a. This Information Security Agreement (ISA) outlines the Service Provider requirements for the collection, maintenance, and dissemination of any information that identifies or describes an individual in conjunction with the performance of services provided to CCHCS under any contract, purchase document, Memorandum of Understanding, or any other transaction involving information receipt or information exchange between CCHCS and the Service Provider.
- b. This ISA does not substitute for any other addendum, attachment, exhibit or obligation with respect to protected health information and the applicability of and requirement to comply with the Health Information Portability and Accountability Act of 1996 (HIPAA) P.L. No. 104-191, 110 Stat. 1938 (1996), including the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Definitions

- a. The term “personal information” means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual under the provisions of the California Information Practices Act (Civil Code Section 1798 et Seq.).
- b. The term “public information” means information maintained by state agencies that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or other applicable state or federal laws.
- c. The term “confidential information” means information maintained by state agencies that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or has restrictions on disclosure in accordance with other applicable state or federal laws.
- d. The term “sensitive information” means any public information or confidential information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion as identified in Information Security Program Management Standard 5305-A of the California Statewide Information Management Manual (SIMM).
- e. The term “service provider” means any vendor, contractor, subcontractor, or third party, including employees, independent contractors or consultants providing any service to CCHCS under this ISA.

3. Acknowledgments

- a. As an entity engaged in a contract, agreement, memorandum of understanding (MOU) and/or information receipt and/or information exchange with CCHCS, you (herein referred to as the Service Provider) acknowledge and agree that in the course of contract, agreement, MOU by and as indicated beyond, Service Provider shall comply with

applicable United States and California laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI), California Medical Information Act, Lantermann-Petris-Short Act, Alcohol Substance and Abuse Act, California Public Records Act, California Information Practices Act of 1977, the California State Administrative Manual and its associated regulations, mandates, budget letters and memorandums, and the State Information Management Manual.

4. Standard of Care

- a. Service Provider acknowledges and agrees that, in the course of its engagement by CCHCS, Service Provider may receive or have access to sensitive and/or private information.
- b. Service Provider shall comply with the terms and conditions set forth in this ISA regarding creation, collection, receipt, management, sharing, exchanging, transmission, storage, disposal, use and disclosure of sensitive and confidential information.
- c. Service Provider shall be responsible for, and remain liable to, CCHCS for the actions of unauthorized employees, contractors and subcontractors concerning the treatment of CCHCS related sensitive and confidential information, as if they were Service Provider's own actions.
- d. In recognition of the foregoing, Service Provider acknowledges and agrees it shall:
 - i. Treat sensitive and confidential information with such degree of care required by federal and state requirements including but not limited to the United States National Institute for Standards and Technology and the State Administrative Manual Chapter 5300.
 - ii. Collect, use and disclose sensitive and confidential information solely and exclusively for the purposes for which the information, or access to it, is provided pursuant to the terms and conditions of this ISA;
 - iii. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available sensitive or confidential information for the benefit of anyone other than CCHCS without CCHCS's prior written consent.

5. Responsibilities of the Service Provider

- a. The Service Provider is obligated to ensure the following:
 - i. Safeguards. To prevent the unauthorized creation, use, management, transfer, distribution, storage, etc. other than as provided for by this ISA. The Service Provider shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate

- to the size and complexity of the Service Provider's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the CCHCS information it creates, receives, maintains, or transmits; and prevent the use or disclosure of CCHCS information other than as provided for by this ISA. The Service Provider shall provide CCHCS with information concerning such safeguards as CCHCS may reasonably request from time to time.
- ii. The Service Provider shall restrict logical and physical access to CCHCS sensitive and confidential information to authorized users only.
 - iii. The Service Provider shall implement appropriate authentication methods to ensure information system access to sensitive and confidential information. If passwords are used in user authentication (e.g., username/password combination), the Service Provider shall implement strong password controls on all compatible computing systems (including hand held and mobile devices) that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
- b. The Service Provider shall:
implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores sensitive or confidential information:
- i. Install a network-based firewall and/or personal firewalls;
 - ii. Continuously update anti-virus software on all systems;
 - iii. Institute a patch-management process including installation of all operating system/software vendor security patches; and
 - iv. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including but not limited to CDs and thumb drives) and on computing devices (including but not limited to laptop computers, cell phones, and tablets) with a solution that uses proven industry standard encryption algorithms.
- c. The Service Provider shall not
transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) and strong passwords are used to secure the data.
- d. Mitigation of Harmful Effects. To the extent practicable, Service Provider will mitigate harmful effects known to the Service Provider of a use or disclosure of sensitive and/or confidential information by the Service Provider or its sub-Service Providers.
- e. Agents and Contractors or Subcontractors of the Service Provider. To ensure any agent, including a contractor or subcontractor to the Service Provider that provides CCHCS information or created or received by the agent, contractor or subcontractor for the purposes of this contract, Service Provider shall ensure that such agents, contractors or

subcontractors comply with the same restrictions and conditions in this ISA that apply to the Service Provider with respect to such information.

- f. Notification of Electronic Breach or Improper Disclosure. During the term of this ISA, Service Provider shall notify CCHCS within 24 hours upon discovery of any probable breach of sensitive or confidential information where (1) the information is reasonably believed to have been acquired by an unauthorized person and/or (2) reasonably believed to have an effect of more than 499 people/identities. Immediate notification shall be made to the CCHCS Chief Information Security Officer, Information Security Officer and/or their designee(s). Service Provider shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations while at the same time preserving evidence for investigation. Service Provider shall investigate such breach and provide a written report of the investigation to the CCHCS Information Security Officer, postmarked or emailed within eight (8) business days of the discovery of the breach.
- g. Employee Training and Discipline. To train and use reasonable measures to ensure compliance with the requirements of this ISA by employees who assist in the performance of functions or activities under this ISA and use or disclose CCHCS information; and have in place a disciplinary process for such employees who intentionally violate any provisions of this ISA, up to and including termination of employment as required by law or policy.
- h. Audits, Inspection and Enforcement. From time to time, CCHCS may inspect the facilities, systems, books and records of Service Provider to monitor compliance with this ISA. Service Provider shall promptly remedy any violation of any provision of this ISA and shall certify the same to the CCHCS Information Security Officer in writing. The fact that CCHCS inspects, or fails to inspect, or has the right to inspect, Service Provider's facilities, systems and procedures does not relieve Service Provider of its responsibilities to comply with this ISA. CCHCS's failure to detect or detection, but failure to notify Service Provider or require Service Provider's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of CCHCS's enforcement rights under this ISA.

6. Termination

- a. Termination for Cause. Upon CCHCS's knowledge of a material breach of this ISA by Service Provider, CCHCS shall either:
 - i. Provide an opportunity for Service Provider to cure the breach or end the violation and terminate this ISA if Service Provider does not cure the breach or end the violation within the time specified by CCHCS.
 - ii. Immediately terminate this ISA if Service Provider has breached a material term of this ISA and cure is not possible; or
 - iii. If neither cure nor termination is feasible, the CCHCS Information Security Officer shall report the violation to the CCHCS Chief Privacy Officer and Director of the CCHCS Legal Office.
- b. Judicial or Administrative Proceedings. CCHCS may terminate this ISA, effective immediately, if (i) Service Provider is found liable in a civil matter; or (ii) found guilty in a

Contractor Name

California Department of Corrections and Rehabilitation
California Correctional Health Care Services
Information Security Agreement (ISA)

Contract Number:

Exhibit X

criminal matter proceeding for a violation of federal or state law, rules and/or regulations, in particular within the nature of information confidentiality and protection.

- c. Effect of Termination. Upon termination or expiration of this ISA for any reason, Service Provider shall return or destroy all CCHCS information received from CCHCS that Service Provider still maintains in any form, and shall retain no copies of such information; or, if return or destruction is not feasible, it shall continue to extend the protections of this ISA to such information, and limit further use of such information to those purposes that make the return or destruction of such information infeasible. This provision shall apply to information that is in the possession of contractors to the Service Provider and/or agents of the Service Provider.

CONTRACTOR CERTIFICATION CLAUSES

(CCC Rev 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed) <i>Solano Community College</i>		Federal ID Number <i>37-1530205</i>
By (Authorized Signature)		
Printed Name and Title of Person Signing <i>Celia Esposito-Noy, EdD., Superintendent - President</i>		
Date Executed	Executed in the County of <i>Solano</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and,
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement; and,
 - 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

California Department of Corrections and Rehabilitation
California Correctional Health Care Services
Contractor Certification Clauses

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

California Department of Corrections and Rehabilitation
California Correctional Health Care Services
Contractor Certification Clauses

- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: AMENDED LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES – CA STATE PRESCHOOL PROGRAM (CSPP)

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY: The California State Preschool Program Amendment 02 increases contract CSPP- 0612 by \$1,892.00. This increase is a family fee credit for fees refunded to certified families in July & August. The fees were refunded upon a directive from the California Department of Education due to child care service changes caused by the pandemic.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$1,892.00</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Shannon Cooper, Psy.D.

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Shannon Cooper, Psy.D.

VICE PRESIDENT APPROVAL

January 6, 2021

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.
Superintendent-President

January 20, 2021

DATE APPROVED BY SUPERINTENDENT-PRESIDENT



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

Amendment 02

DATE: July 01, 2020

CONTRACT NUMBER: CSPP-0612

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 48-07055-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Family Fee Credit

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2020 designated as number CSPP-0612 and Amendment #01 (Solano County Pilot Language) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$546,759.00 and inserting \$548,651.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$49.85. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 10,968.0 and inserting 11,006.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 191. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,892	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 546,759	(OPTIONAL USE) 0656 23038-7055				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 548,651	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: AMENDED LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES – GENERAL CHILD CARE (CCTR)

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY: The California General Child Care Program Amendment 02 increases contract CCTR - 0288 by \$705.00. This increase is a family fee credit for fees refunded to certified families in July & August. The fees were refunded upon a directive from the California Department of Education due to child care service changes caused by the pandemic.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$1,892.00</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Shannon Cooper, Psy.D.
PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7159
TELEPHONE NUMBER

Shannon Cooper, Psy.D.
VICE PRESIDENT APPROVAL

January 6, 2021
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

January 20, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 20 - 21

Amendment 02

DATE: July 01, 2020

CONTRACT NUMBER: CCTR-0288

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-07055-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Family Fee Credit

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2020 designated as number CCTR-0288 and Amendment #01 (Solano County Pilot Language) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$414,467.00 and inserting \$415,172.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$49.54. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 8,366.0 and inserting 8,381.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 191. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE Contract Manager		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 705	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 414,467	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 415,172	ITEM See Attached	CHAPTER	STATUTE
	FISCAL YEAR		
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

Department of General Services
use only

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-0288

Amendment 02

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 705	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 80,115	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 80,820	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 36,828	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 36,828	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 297,524	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 297,524	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO. 99
SIGNATURE OF ACCOUNTING OFFICER	DATE	

AGENDA ITEM 13.(j)
MEETING DATE January 20, 2021

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
**SUBJECT: AMENDMENT TO CONTRACT WITH DR. REGINA
STANBACK STROUD**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Additional Changes to the original contract.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
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SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Shannon Cooper, Psy.D.

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Shannon Cooper, Psy.D.

VICE PRESIDENT APPROVAL

January 6, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

January 20, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Exhibit B - Amendment #1 to Contract

(Add to the Original Contract)

Equity Leadership Develop

Continue support of PAC-DEI to implement a college-wide equity and diversity commitment council/advisory group

- Facilitate advisory council meetings
- Prepare minutes, agendas and follow-up reports
- Define ways of integrating college-wide equity and diversity committee are integrated in college processes
- Facilitate a the council's provision of recommendations related to student focus group results.

Resources Required: \$8,750

Convocation Address

Dr. Regina Stanback Stroud will deliver a convocation address to the Solano Community College faculty, staff, and administration on January 15, 2020. She will provide an address via zoom, will provide prompts for faculty and staff to respond to while in chat rooms, and be available to field questions and answers. Fee includes preparation and consultation with President and Vice President.

Resources Required: \$6,000

Professional Development and Support for Middle Management

Making the transition from task-driven, technical middle managers to strategic leadership roles that are mission driven can be difficult. This is particularly true in the context of unrelenting demands that rob the leader of the time and opportunity to think, be strategic, be introspective and to be fully present in addressing the onslaught of issues, challenges and conflicts that present themselves on a daily basis.

At the Dean and Director level, administrators may find themselves between the tensions of supporting and executing the agenda and direction of the executive team while trying to respond to the questions and demands of the faculty and staff in their units. As well, the general structures of the institution may have gaps in the operations that support communication and full appreciation for the full picture of various decisions one is tasked with executing.

RSSC would work with the middle managers at Solano College to explore how they leverage their experience and expertise as deans to effectively engage as full and effective administrative team members and change leaders – enabling them to support the board and president’s agenda, implement the strategic plan, provide leadership for the change and innovation required during these unprecedented times and impact greater overall success for the district.

Approach

- Regularly scheduled meeting with the middle managers 1-2 per month (December – April)
- Individual Coaching Sessions - 45 minute sessions

Resources required:

- Meetings with deans/directors/Administrative Leadership Group (ALG)
- Coaching (as requested by individuals) \$18,500 (flat rate)

21 - Day Habit Building Challenge

Dr. Eddie Moore, of America and MOORE, LLC and founder of The Privilege Institute and the national White Privilege Conference, develop the 21-Day Racial Equity Habit Building Challenge. The team will engage in the challenge (Monday through Saturday)

Participants will do one action a day to increase our understanding of power, privilege, oppression, and equity. participants are asked to set your intentions, keep track of what you do and journal about your experience. The engagement can be as long or short, intense, or light as you want it to be – but require at least a 3 minute engagement. One can listen to podcasts, look at YouTube presentations, read an article, read a book, go to a lecture, listen to a TedTalk, participate in an online course, attend a webinar, invest hours or minutes or seconds... whatever serves to increase one’s racial literacy (knowledge of power, privilege, oppression, racial equity).

Participants will be invited to a weekly check-in during the challenge. Recommended resources to facilitate participating and successful engagement will be provided.

We will establish a Microsoft-Teams work-based professional learning community on teams will facilitate extended learning opportunities for the administrative team members with a specific focus on equity and anti-racism. The site will include:

- A chat function that allows team members to share ideas, ask questions and engage in a conversation. This could be particularly useful for participants to share information learned during the 21-Day Equity Challenge.
- A space for sharing and storing files. Throughout the process, participants will discover helpful articles, books, and videos that can be uploaded to support a virtual library of equity and anti-racism related resources.
- Video conference to support the weekly check-in during the 21-Day Equity Challenge.

The challenge will last 21 days, and the site will be curated and facilitated from January 2021 – April 2021

Resources Required

- 21 Day Habit Building Challenge and site \$5,000

Total	Additions	\$38,750
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Additional Changes to the original contract.

- Remove the deliverable related to the development and implementation of the EEO commitments and goals and conducting an equity assessment. (-\$6,250)
- Remove the deliverable related to guiding the student equity committee and the development of the assessment of equity programs and outcomes (-8,750)

Total amount removed - \$15,000

Original Contract Deliverable already completed and paid

- Initial setup of PAC-DEI (completed) (-8,750)

Original contract	23,750
Plus Additions	+38,750
<u>Minus deletions</u>	<u>-15,000</u>
Total Contract	47,500



Dr. Regina Stanback Stroud
December 14, 2020