

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

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

EMPLOYMENT 2021-2022

Regular Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|----------------------|--|-------------------------|
| Alonso Frias | Kinesiology Athletic Assistant – 11-Month (July – May) | 10/07/2021 |
| Brian Jensen | Aeronautics Lab Technician – 10-Month (Aug – May) | 10/08/2021 |
| Christina Taliaferro | Administrative Assistant I-Academic Senate (50% - 10-Month) | 10/07/2021 |

Out of Class Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|--------------------------|-------------------------|
| Zyra Larot | Financial Aid Analyst | 10/01/21 – 10/31/21 |

Change in Division

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|-----------------------|--------------------------------------|-------------------------|
| Theresa Pearson-Bloom | From Health Sciences to Liberal Arts | 01/13/2022 |

Salvatore Abbate
Human Resources

September 24, 2021

Date Submitted

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

October 6, 2021

Date Approved

Temporary Change in Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|---|-------------------------|
| Justin Howell | From Network Engineer to Interim Director, Technology Services and Support | 09/20/21 – 8/31/22 |

Reclassification

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|---|-------------------------|
| Gema Leon | From .50 FTE ASTC Specialist to 1.00 FTE ASTC Specialist | 10/01/2021 |

Short-Term/Temporary/Substitute

| <u>Name</u> | <u>Assignment</u> | <u>Fund/Grant Name</u> | <u>Effective</u> | <u>Amount</u> |
|---|---|-------------------------------|-------------------------|----------------------|
| Monica Azpeitia (aka. Devon Mazoue) | ASL Intermediate Interpreter Level III | General Fund | 10/07/21 – 06/30/22 | \$18.00/hr. |
| Joshua Calilan | Technology Specialist | General Fund | 10/29/21 – 06/30/22 | \$21.54/hr. |
| Kyle Dobler | EMT Journey Level Assistant | General Fund | 10/07/21 – 06/30/22 | \$25.00/hr. |
| Emily Eakins | EMT Journey Level Assistant | General Fund | 09/16/21 – 06/30/22 | \$25.00/hr. |
| Alex Glover | Student Services Generalist | Cares Act/ HEERF | 10/07/21 – 06/30/22 | \$18.10/hr. |
| Aja Howard | Clerical Specialist – COVID Caseworker | Cares Act/ HEERF | 10/07/21 – 06/30/22 | \$15.88/hr. |
| Jordan Hudson | EMT Journey Level Assistant | General Fund | 10/07/21 – 06/30/22 | \$25.00/hr. |
| Maegan Moraes | Athletic Trainer – COVID Tester | Cares Act/ HEERF | 10/07/21 – 06/30/22 | \$18.50/hr. |
| Kristin Olson | Special Project – Interim Head Athletic Trainer & COVID Administrative Duties | General Fund | 09/27/21 – 03/06/22 | \$30.00/hr. |
| Lorena Perez | Clerical Specialist – COVID Caseworker | Cares Act/ HEERF | 10/07/21 – 06/30/22 | \$15.88/hr. |
| Cynthia Ramirez | Athletic Trainer- COVID Tester | Cares Act/ HEERF | 10/07/21 – 06/30/22 | \$18.50/hr. |
| Michele Rivard | Special Project- Applied Music Vocal Instruction | General Fund | 10/07/21 – 12/10/21 | \$50.00/hr. |
| Andrew Youngstrom | EMT Journey Level Assistant | General Fund | 10/07/21 – 06/30/22 | \$25.00/hr. |

District Resignation

| <u>Name</u> | <u>Assignment & Years of Service</u> | <u>Effective</u> |
|--------------------|---|-------------------------|
| David Moreno | Grounds Maintenance Technician 7 Years of Service at SCC | 09/17/2021 |

GRATUITOUS SERVICE

| <u>Name</u> | <u>School/Department</u> | <u>Effective</u> | <u>Assignment</u> |
|--------------------|----------------------------------|-------------------------|---|
| Luis Angel | Applied Technology & Business | 10/07/21 – 06/30/22 | Automotive Technology Lab Assistant |
| Elyse Shires | Counseling | 10/07/21 – 6/30/22 | Wellness Counselor (Per MOU with JFKU) |

**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> |
|---|---|---------------------------------------|-----------------------------|
| Ann Leber, LMFT | The College requests a personal services agreement with Dr. Ann Leber, LMFT, to conduct two 2-hour workshops on trauma-informed teaching and trauma-informed leadership during October 2021 professional development flex activities. | October 12, 2021- October 13, 2021 | Not to exceed \$1,000.00 |
| John H. Danley, Jr. dba/Signature Leadership | The College requests a personal services agreement with Dr. John H. Danley, Jr. to conduct Zoom presentation for Flex Cal, October 12, 2021, on topic: “Do We Love Our Students Enough to Change for their Success?” | October 12, 2021- October 12, 2021 | Not to exceed \$1,500.00 |

Celia Esposito-Noy, Ed.D.
Vice President, Finance & Administration

September 24, 2021
Date Submitted

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

October 6, 2021
Date Approved

**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

Superintendent-President
Celia Esposito-Nov Ed.D.

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|---|-----------------------------------|-----------------------------|
| Johnnie Terry | The College requests a personal services agreement with Johnnie Terry to facilitate sessions for President’s Advisory Committee on Diversity, Equity and Inclusion focusing on LGBT students in Higher Education. | October 7, 2021- June 30, 2022 | Not to exceed \$6,000.00 |

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

TO: Members of the Governing Board

SUBJECT: DONATIONS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

| <u>NAME AND ADDRESS</u> | <u>ITEM AND ESTIMATED VALUE</u> | <u>RECEIVING DEPARTMENT</u> |
|--|--|------------------------------------|
| Greg Williams 526 Arroyo Grande Lane Suisun City, CA 94585 | 2002 Ford Explorer \$2,000.00 | Automotive Technology |

Acceptance of this donation is recommended at this time.

STUDENT SUCCESS IMPACT:

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

Government Code: Board Policy: 3350 Estimated Fiscal Impact: \$ In Kind Gifts

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

September 24, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

October 6, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE STEEL FRAME OUTDOOR COVERED WELDING SHOP AREA PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Steel Frame Outdoor Covered Welding Shop Area Project Notice of Completion. On April 7, 2021, a contract was awarded to J-Walt Construction, Inc. for the Steel Frame Outdoor Covered Welding Shop Area Project.

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 |
|------------------|----------------------|--|

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

September 24, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 6, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 12.(a)
MEETING DATE October 6, 2021

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 21/22-04 FINDINGS OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT OF CONTINUED EMERGENCY

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The state of emergency continues to directly impact the ability of the members to meet safely in person. Approval of Resolution No. 21/22-04 is requested.

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: N/A</i> |
|------------------|----------------------|-------------------------------------|

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

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

October 6, 2021

VICE PRESIDENT APPROVAL

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

September 27, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

**RESOLUTION NO. 21/22-04
FINDINGS OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT
OF CONTINUED EMERGENCY**

The Board of Trustees of Solano Community College District have reconsidered the circumstances of the state of emergency originally declared on March 18, 2020, and found that:

- (1) The state of emergency continues to directly impact the ability of the members to meet safely in person.

APPROVED, PASSED AND ADOPTED by majority vote of the Board of Trustees of the Solano Community College District of Solano County, State of California, this **6th of October** by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

Denis Honeychurch, J.D., President of the
Governing Board of the Solano Community
College District

**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> |
|-------------|--|------------------|
| Dana Alsip | Cook, Early Learning Center 25 years, 1 month of service with SCC | 10/08/2021 |
| Donna Meyer | Administrative Assistant IV-School of Liberal Arts 34 years of service with SCC | 10/29/2021 |

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> |
|------------------------|---------------------------|-------------------------------------|

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

September 24, 2021

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

October 6, 2021

**DATE APPROVED B/Y
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: Authorization to Utilize NASPO ValuePoint Contract
 #MNWNC-108 CA Participation Addendum 2 #7-15-70-34-003

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

California Public Contract Code section 20652 allows a community college district to acquire equipment, materials, and/or supplies, by utilizing an existing contract from another public entity without further competitive bidding. It is recommended that the District participate in the following piggyback-allowed contract, as listed below during the 2021-22 fiscal year. The bid is valid for the entire fiscal year with the exception of those notes with their respective expirations.

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: \$72,275.66</i> |
|------------------|----------------------|---|

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

Handel Malone II
 Buyer

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

September 23, 2021

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

October 6, 2021

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **Authorization to Utilize NASPO ValuePoint Contract
#MNWNC-108 CA Participation Addendum 2 #7-15-70-34-003**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

District staff finds that purchases made from utilizing the following NASPO ValuePoint contract will save administration time and expense, deliver significant cost savings and will be in the best interest of the District. The NASPO contract will cover the purchase of Computer Equipment as follows:

NASPO ValuePoint for the State of Minnesota, **Contract MNWNC-108 CA Participation Addendum 2 # 7-15-70-34-003**, to **07/31/22** for Computer Equipment, Peripherals & Related Services.

The approval to utilize the above contract applies to purchases made within the term of the agreement and is contingent upon the availability of funds for each purchase. Funding will be available in the individual departments' accounts. All purchases will be procured with District issued purchase orders and will be brought forward for Board ratification.

PARTICIPATING ADDENDUM AMENDMENT
NASPO VALUEPOINT COMPUTER EQUIPMENT
California Participating Addendum No. 7-15-70-34-003
Amendment No. 2
DELL MARKETING L.P. (Contractor)

This Amendment 2 ("Amendment") for Participating Addendum Number 7-15-70-34-003 ("Participating Addendum") is entered into between the State of California, Department of General Services ("State") and Dell Marketing, L.P. ("Contractor").

The parties hereto mutually agree to amend the Participating Addendum as follows:


1. The Contractor primary contact specified in Participating Addendum Section 10 (Contract Management) is revised to the following:

| Dell Marketing L.P. (Contractor) | |
|---|--|
| Name: | Sadie Robbins |
| Phone: | (512) 723-6961 |
| Fax: | (512) 283-9092 |
| E-Mail: | Sadie_Robbins@Dellteam.com |
| Address: | One Dell Way, Mailstop RR1-33 Legal Round Rock, Texas 78682 |

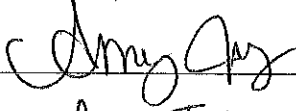
All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties below.

Participating State:
STATE OF CALIFORNIA

By: 
 Name: Jim Butler
 Title: Deputy Director
 Date: September 8, 2016

Contractor:
DELL MARKETING, L.P.

By: 
 Name: Amy Ing
 Title: Contracts Manager
 Date: 9/7/16

PARTICIPATING ADDENDUM
NASPO ValuePoint Cooperative Purchasing Program

COMPUTER EQUIPMENT MASTER AGREEMENT
Minnesota Master Agreement No.: MNWNC-108

California Participating Addendum No. 7-15-70-34-003
DELL MARKETING, L.P. (Contractor)

This Participating Addendum Number **7-15-70-34-003** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Dell Marketing, L.P. (hereafter referred to as "Contractor") under the NASPO ValuePoint Cooperative Purchasing Program Master Agreement Number MNWNC-108 ("Master Agreement") executed by the State of Minnesota.

1. Scope

- A. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:

- Band 1 – Desktop
- Band 2 – Laptop
- Band 3 – Tablet
- Band 4 – Server
- Band 5 – Storage

- B. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.
- D. Participating Entities may enter into lease agreements for the products covered in the Master Agreement, if they have the legal authority to enter into these types of agreements.

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2017, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Agreement term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

3. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum 7-15-70-34-003
- B. Minnesota WSCA-NASPO Master Agreement MNWNC-108

4. Terms and Conditions

The California General Provisions - Information Technology (GSPD401IT), revised and effective 09/5/14, is hereby incorporated by reference and made a part of this Participating Addendum. The 12 page document is available at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.

5. Price List

Contractor shall maintain a website dedicated to this Participating Addendum which contains the Product and Service Schedule (PSS) and designated base line price list for participating entities to verify product/service pricing and applicable discounts offered under the Master Agreement.

6. Partner Utilization

- A. Contractor may use Partners under this Participating Addendum for sales and service functions as defined herein. Each Purchasing Entity will determine whether use of Partners is consistent with its procurement policies and regulations.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Partners.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Partners are classified as follows:
 - 1) "Authorized Reseller"
 - a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
 - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number.
 - d. If applicable, Authorized Reseller(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

2) "Agent"

- a. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
- b. Agents are not authorized to accept orders or payments.
- c. If applicable, Agent(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

7. Invoicing

The Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

8. Usage Reporting

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the WSCA-NASPO Detailed Sales report template.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

| Reporting Period | Due Date |
|------------------|----------|
| JUL 1 to SEP 30 | OCT 31 |
| OCT 1 to DEC 31 | JAN 31 |
| JAN 1 to MAR 31 | APR 30 |
| APR 1 to JUN 30 | JUL 31 |

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

9. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:
State of California
Department of General Services, Procurement Division
Attention: Multiple Awards Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.
- G. Administrative fee checks are due for each quarter as follows:

| Reporting Period | Due Date |
|------------------|----------|
| JUL 1 to SEP 30 | OCT 31 |
| OCT 1 to DEC 31 | JAN 31 |
| JAN 1 to MAR 31 | APR 30 |
| APR 1 to JUN 30 | JUL 31 |

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

10. Contract Management

- A. The primary contact individuals this Participating Addendum shall be as follows:

| Contractor | |
|------------|--|
| Name: | Amanda Hudson |
| Phone: | (512) 723-6806 |
| Fax: | (512) 283-2691 |
| E-Mail: | <u>Amanda.Hudson@Dell.com</u> |
| Address: | One Dell Way, Mailstop RR1-33 Legal Round Rock, Texas 78682 |

| State Contract Administrator | |
|-------------------------------------|--|
| Name: | Julie Matthews |
| Phone: | (916) 375-4612 |
| Fax: | (916) 375-4663 |
| E-Mail: | <u>Julie.Matthews@dgs.ca.gov</u> |
| Address: | Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605 |

- B. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

11. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

12. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Master Agreement, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State:
STATE OF CALIFORNIA

By: CCB for JB
Name: Jim Butler
Title: Deputy Director
Date: 10/1/15

Contractor:
DELL MARKETING, L.P.

By: Amy Ivy
Name: Amy Ivy
Title: Contracts Manager
Date: 9/30/15

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

TO: **Members of the Governing Board**

SUBJECT: **COMPUTER HARDWARE AND EQUIPMENT ORDER TO STERLING**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for a computer hardware and supplemental equipment purchase order to Sterling using CARES Act funds to be utilized by the Information Technology Department for checkout systems in support of temp/adjunct/staff hires. Sterling's pricing is based upon the NASPO ValuePoint Contract 7-15-70-34-003 #C000000011250.

The Board is asked to approve this computer hardware and equipment order to Sterling in the amount of \$72,275.66.

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 checkout systems for incoming adjunct/temp/staff hires

| | | |
|------------------|----------------------|---|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$72,275.66 CARES Act</i> |
|------------------|----------------------|---|

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

Jim Petromilli
Interim Chief Technology Officer

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7275

TELEPHONE NUMBER

Celia Esposito-Noy
Superintendent-President

VICE PRESIDENT APPROVAL

September 23, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 6, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



SALES QUOTATION

Quote No. Q-00422985
Ref. No. Solano CC - Dell 5420 Touch (34)

Date 9/22/2021
Exp. Date 10/21/2021

Sterling Account Manager

Joey Awtry
 303 Centennial Dr
 North Sioux City, SD 57049
 P: (605) 242-4070
 F: (605) 242-4000
 joey.awtry@sterling.com

Customer Information

Solano Community College
 James Kimo Calilan
 4000 Suisun Valley Road
 Fairfield, CA 94534
 P: (707) 864-7104
 F: (707) 646-2050
 james.calilan@solano.edu

| Terms | FOB | Contract | Lead Time |
|--------|-------------|--|-------------|
| Net 30 | Destination | NASPO CA MNWNC-108 7-15-70-34-003 C000000011250 | 99 Days ARO |

| Line No. | QTY | Part Number | Description | Unit Price | Extension |
|----------|-----|-------------|---|------------|-------------|
| 1 | 34 | 210-AYNM | Dell Latitude 5420 XCTO Base | \$1,913.45 | \$65,057.30 |
| 2 | 34 | 379-BEHI | 11th Generation Intel Core i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro) | \$0.00 | \$0.00 |
| 3 | 34 | 619-AHKN | Windows 10 Pro English, French, Spanish | \$0.00 | \$0.00 |
| 4 | 34 | 658-BCSB | No Microsoft Office License Included 30 day Trial Offer Only | \$0.00 | \$0.00 |
| 5 | 34 | 338-BXRW | I7-1185G7 Vpro, Intel Iris Xe Graphics, Thunderbolt | \$0.00 | \$0.00 |
| 6 | 34 | 631-ACTO | Intel vPro Active Management Technology (for vPro CPU, vPro Capable) | \$0.00 | \$0.00 |
| 7 | 34 | 370-AFVP | 16GB,1x16GB, DDR4 Non-ECC | \$0.00 | \$0.00 |
| 8 | 34 | 400-BKUR | M.2 256GB PCIe NVMe Class 35 Solid State Drive | \$0.00 | \$0.00 |
| 9 | 34 | 320-BECW | LCD back cover for Latitude 5420 WLAN/WWAN | \$0.00 | \$0.00 |
| 10 | 34 | 325-BDYY | HD + IR Camera Bezel with Mic | \$0.00 | \$0.00 |
| 11 | 34 | 391-BFPL | 14" FHD (1920x1080) Touch, Anti-Glare, 300nits | \$0.00 | \$0.00 |
| 12 | 34 | 583-BHCH | Single Pointing Backlit US English Keyboard | \$0.00 | \$0.00 |
| 13 | 34 | 570-AADK | No Mouse | \$0.00 | \$0.00 |
| 14 | 34 | 555-BGJD | Intel AX201 WLAN Driver | \$0.00 | \$0.00 |
| 15 | 34 | 555-BGGT | Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1 | \$0.00 | \$0.00 |
| 16 | 34 | 556-BBCD | No Mobile Broadband Card | \$0.00 | \$0.00 |
| 17 | 34 | 451-BCVS | 3 Cell 42Whr ExpressCharge Capable Battery | \$0.00 | \$0.00 |
| 18 | 34 | 492-BCXP | E4 65W Type-C EPEAT Adapter | \$0.00 | \$0.00 |
| 19 | 34 | 346-BGVN | Palmrest, No Security, Thunderbolt 4 | \$0.00 | \$0.00 |
| 20 | 34 | 650-AAAM | No Anti-Virus Software | \$0.00 | \$0.00 |
| 21 | 34 | 620-AALW | OS-Windows Media Not Included | \$0.00 | \$0.00 |
| 22 | 34 | 537-BBBL | US Power Cord | \$0.00 | \$0.00 |
| 23 | 34 | 340-CTZO | Quick start guide for Win 10, Ubuntu | \$0.00 | \$0.00 |

| | | | | | |
|----|----|--------------|--|---------|------------|
| 24 | 34 | 332-1286 | US Order | \$0.00 | \$0.00 |
| 25 | 34 | 430-XXYG | No Resource USB Media | \$0.00 | \$0.00 |
| 26 | 34 | 340-AGIK | SERI Guide (ENG/FR/Multi) | \$0.00 | \$0.00 |
| 27 | 34 | 387-BBPC | ENERGY STAR Qualified | \$0.00 | \$0.00 |
| 28 | 34 | 817-BBBB | Custom Configuration | \$0.00 | \$0.00 |
| 29 | 34 | 525-BBCL | SupportAssist | \$0.00 | \$0.00 |
| 30 | 34 | 640-BBLW | Dell(TM) Digital Delivery Cirrus Client | \$0.00 | \$0.00 |
| 31 | 34 | 658-BBMR | Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) | \$0.00 | \$0.00 |
| 32 | 34 | 658-BBRB | Waves Maxx Audio | \$0.00 | \$0.00 |
| 33 | 34 | 658-BDVK | Dell Power Manager | \$0.00 | \$0.00 |
| 34 | 34 | 658-BEOK | Dell SupportAssist OS Recovery Tool | \$0.00 | \$0.00 |
| 35 | 34 | 658-BEQP | Dell Optimizer | \$0.00 | \$0.00 |
| 36 | 34 | 658-BFDQ | Win 10 PKID Label | \$0.00 | \$0.00 |
| 37 | 34 | 340-CUCT | Mix Model 65W Adpater + TGL CPU | \$0.00 | \$0.00 |
| 38 | 34 | 340-CTSW | 11th Gen Intel Core i7 vPro label | \$0.00 | \$0.00 |
| 39 | 34 | 800-BBQK | BTO Standard Shipment (VS) | \$0.00 | \$0.00 |
| 40 | 34 | 389-BCGW | No UPC Label | \$0.00 | \$0.00 |
| 41 | 34 | 429-AATO | No Removable CD/DVD Drive | \$0.00 | \$0.00 |
| 42 | 34 | 321-BGBE | Latitude 5420 Bottom Door | \$0.00 | \$0.00 |
| 43 | 34 | 340-CKSZ | No AutoPilot | \$0.00 | \$0.00 |
| 44 | 34 | 379-BDZB | EPEAT 2018 Registered (Gold) | \$0.00 | \$0.00 |
| 45 | 34 | 975-3461 | Dell Limited Hardware Warranty Extended Year(s) | \$0.00 | \$0.00 |
| 46 | 34 | 997-8317 | Dell Limited Hardware Warranty | \$0.00 | \$0.00 |
| 47 | 34 | 997-8335 | Onsite/In-Home Service After Remote Diagnosis, 5 Year Extended | \$0.00 | \$0.00 |
| 48 | 34 | 492-BCBI | Dell Slim Power Adapter - 65-Watt Type-C with 1 Meter Power Cord | \$44.34 | \$1,507.56 |
| 49 | 34 | CA Waste Fee | CA Waste Fees | \$4.00 | \$136.00 |

| | | |
|--------------------|----|-----------|
| Sales Tax | \$ | 5,574.80 |
| TOTAL | \$ | 66,700.86 |
| TOTAL W/TAX | \$ | 72,275.66 |

Quotation Comments

Contract #: C000000011250

Ask your Sterling Account Manager about our Imaging and Asset Tagging Services.

CAGE: 06AP0 | DUNS: 938836541
TIN: 95-4634907 | F-23 12/09

AGENDA ITEM 12.(e)
MEETING DATE October 6, 2021

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 21/22-06 DISTRICT AUTHORIZED
SIGNATURES SIGNING AUTHORITY**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to change District authorized signatures per the following official signature form and Resolution No. 21/22-06.

STUDENT SUCCESS IMPACT:

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

| | | |
|-------------------------------|----------------------|---------------------------------|
| <i>Ed Code: 85232 , 85233</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact:</i> |
|-------------------------------|----------------------|---------------------------------|

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

Celia Esposito-Noy Ed.D.
Superintendent-President

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

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

September 28, 2021

DATE SUBMITTED TO

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

October 6, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 21/22-06

WHEREAS, In accordance with Education Code Sections 85232 and 85233, the Governing Board shall be responsible for authorizing a person or persons to sign official documents in its name and for filing the verified signature of such person or persons with the County Superintendent of Schools; now therefore be it

RESOLVED, That the authorized signatures for all official financial documents of the Governing Board of Solano Community College District including: journal entries, deposit permits, warrant register listing “Form 50,” payroll deduction certification summary, retirement detail/summary reconciliation form, payroll pre-lists, and accounts payable transmittal forms, shall be any one of the following:

DENIS HONEYCHURCH
BOARD PRESIDENT

CELIA ESPOSITO-NOY
SUPERINTENDENT-PRESIDENT

SUSAN WHEET
VICE PRESIDENT, FINANCE AND ADMINISTRATION

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 21/22-06

(Continuing -Page 2)

SHANNON COOPER

VICE PRESIDENT, STUDENT SERVICES

DAVID WILLIAMS

VICE PRESIDENT, ACADEMIC AFFAIRS

LUCKY LOFTON

EXECUTIVE BONDS MANAGER

SHANNON BECKHAM

CONTROLLER/DIRECTOR OF FISCAL SERVICES

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 21/22-06

(Continuing -Page 3)

SANDRA THERRRIEN

EXECUTIVE COORDINATOR, SUPERINTENDENT-PRESIDENT &
GOVERNING BOARD

PASSED AND ADOPTED this 6th day of October 2021 by the Governing
Board of the Solano Community College District.

DENIS HONEYCHURCH

BOARD PRESIDENT

CELIA ESPOSITO-NOY

SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: PURCHASE AGREEMENT APPROVAL TO AMERICAN
MODULAR SYSTEMS, INC. FOR DSA PRE-APPROVED
MODULAR BUILDINGS FOR EARLY LEARNING
CENTER**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a Purchase Order to American Modular Systems, Inc. (AMS) for the purchase of a new modular building for the Early Learning Center Program. This building will be comprised of eight (8) modular sections and will be approximately 3,840 square feet. The new building will replace an aging portable building currently being used, while also expanding the college's overall childcare program.

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 new instructional space and equipment

Ed. Code: Board Policy: Estimated Fiscal Impact: \$ 1,689,432 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

Robert V. Diamond
V.P., Finance & Administration

VICE PRESIDENT APPROVAL

September 24, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 6, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 12.(f)
MEETING DATE October 6, 2021

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

TO: Members of the Governing Board

**SUBJECT: PURCHASE AGREEMENT APPROVAL TO AMERICAN
MODULAR SYSTEMS, INC. FOR DSA PRE-APPROVED
MODULAR BUILDINGS FOR EARLY LEARNING
CENTER**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The purchase agreement includes the design and fabrication of a new DSA pre-approved modular building measuring approximately 96' x 40'. The agreement also includes all foundation work, delivery, and installation, which is anticipated for Fall/Winter 2022.

American Modular Systems' (AMS) pricing is based upon Santa Cruz City Schools' piggyback contract. The agreement also includes an Owner's Allowance of 7% for use by the District.

The Board is asked to approve a purchase agreement to American Modular Systems, Inc. in the amount not to exceed \$ 1,689,432.00

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

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #16 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 #16 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

| | | |
|------------------|----------------------|--|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$126,916.00 State and Measure Q Funds</i> |
|------------------|----------------------|--|

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
 V.P., Finance & Administration

VICE PRESIDENT APPROVAL

September 24, 2021

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

October 6, 2021

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #16 TO BHM
CONSTRUCTION, INC. FOR THE FAIRFIELD
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the process of construction, RFI (Request for Information) / submittal review and project inspection, the following issues / changes were noted / required:

- Additional elevator shaft fire stopping required by manufacturer,
- Additional drywall and framing at skylight due to framing/bracing conflicts,
- Furnish and install wireless gateways not detailed/shown on plans,
- Relocation of transformer to meet code requirements,
- Additional power/data to control panels not sufficiently detailed in drawings,
- Acoustic ceiling changes to meet seismic code,
- Added drywall/framing to conceal structural beam in restroom 116A,
- Addition of local control switch for skylight at circulation desk,
- Drywall repair in fire pump room due to code-required relocation of control panel,
- District IT requested data server rack rails,
- District-requested temporary fiber optic cable bridge between new and old libraries,
- Replace library shelving due to conflict with window,
- Credit for women's restroom accessories not used,
- Additional drywall to fit stairwell light boxes,
- Added cost to switch interior storefront supplier due to COVID-19-related material shortages, and
- Substitution for exposed speakers in lieu of unavailable recessed ceiling speakers.

BHM Construction, Inc's Change Order Request includes all costs of both time and materials of the aforementioned changes.

Following is a summary of the Contract:

| | |
|---------------------|---|
| \$30,279,100.00 | Original Contract Amount |
| \$2,029,813.02 | Previously Approved Change Orders (15) |
| <u>\$126,916.00</u> | Proposed Change Order #16 |
| \$32,435,829.02 | NEW Contract Amount, Including Change Order #16 |

The Board is asked to approve this Change Order #16 to BHM Construction, Inc. in the amount of \$126,916.00 resulting in a new contract amount of \$32,435,829.02

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 # 16
Project Number: 19-009
Date: 6-Oct-21

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:

| <u>PCO No.</u> | | |
|-----------------------------------|---|--------------------------|
| 115.2 | Additional elevator shaft fire stopping required by manufacturer | \$8,125.00 |
| 121c | Additional drywall and framing at skylight due to framing/bracing conflicts | \$9,786.00 |
| 138.2 | Furnish and install wireless gateways not detailed/shown on plans | \$9,279.00 |
| 158.1 | Relocation of transformer to meet code requirements | \$10,547.00 |
| 159 | Additional power/data to control panels not sufficiently detailed in drawings | \$3,395.00 |
| 160 | Acoustic ceiling changes to meet seismic code | \$2,272.00 |
| 161 | Added drywall/framing to conceal structural beam in restroom 116A | \$1,086.00 |
| 165 | Addition of local control switch for skylight at circulation desk | \$4,676.00 |
| 166 | Drywall repair in fire pump room due to code required relocation of control panel | \$512.00 |
| 168 | District IT requested data server rack rails | \$1,852.00 |
| 170.1 | District requested temporary fiber optic cable bridge between new and old libraries | \$47,233.00 |
| 171 | Replace library shelving due to conflict with window | \$3,346.00 |
| 172 | Credit for women's restroom accessories not used | (\$302.00) |
| 173 | Additional drywall to fit stairwell light boxes | \$1,224.00 |
| 177 | Added cost to switch interior storefront supplier due to COVID related material shortages | \$17,890.00 |
| 178 | Substitution for exposed speakers in lieu of unavailable recessed ceiling speakers | \$5,995.00 |
| TOTAL COST OF CHANGE ORDER | | Add \$127,218.00 |
| FINAL CHANGE ORDER AMOUNT: | | Deduct (\$302.00) |
| | | \$126,916.00 |

| | |
|--|-------------------------|
| Original Contract Sum: | \$ 30,279,100.00 |
| Total Change By Previous Change Order: | \$ 2,029,813.02 |
| Contract Sum Prior to This Change Order: | \$ 32,308,913.02 |
| Original Contract Sum will be Increased by This Change Order: | \$126,916.00 |
| The New Contract Sum Including This Change Order Will Be: | \$ 32,435,829.02 |
| The New Contract Completion Date Will Be: | 4/13/2022 |
| Contract Time Will Be Unchanged by This Change Order: | X |
| The Date Of Substantial Completion As Of This Change Order Is: | 8/27/2021 |

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

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

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

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

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #2 TO J-WALT CONSTRUCTION, INC.
 FOR THE STEEL FRAME OUTDOOR COVERED
 WELDING SHOP AREA PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On April 7, 2021 the Board approved a construction contract with J-Walt Construction, Inc. for the Steel Frame Outdoor Covered Welding Shop Area Project. This project is now complete and Board approval is requested for a deductive Change Order #2 in the amount of (\$32,365) for the portion of the Owner’s Allowance not used during construction.

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 infrastructure that supports classrooms or related College facilities

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: (\$32,365) 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

Robert V. Diamond
 Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

September 24, 2021

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

October 6, 2021

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #2 TO J-WALT CONSTRUCTION, INC.
FOR THE STEEL FRAME OUTDOOR COVERED
WELDING SHOP AREA PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Following is a summary of the contract and impact of Change Order #2 if approved:

| | |
|-----------------------|-----------------------|
| Original Contract Sum | \$ 519,200.00 |
| Prior Change Orders | \$ 36,829.00 |
| Change Order #2 | <u>\$ (32,365.00)</u> |
| New Contract Amount | \$ 523,664.00 |

The Board is asked to approve deductive Change Order #2 to J-Walt Construction, Inc. in the amount of (\$32,365).

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

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #1 TO 3QC, INC. FOR
COMMISSIONING SERVICES FOR THE LIBRARY/
LEARNING RESOURCE CENTER PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On October 16, 2019, the Board approved a contract to 3QC, Inc. for commissioning services on the Library/Learning Resource Center (LLRC) Project.

Various construction changes during the course of work and material delays due to COVID-19 have resulted in an extended schedule beyond the original completion date requiring additional contract time from the project inspector.

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: Ensure full operation and functionality of new LLRC Building

Ed. Code: **Board Policy:** **Estimated Fiscal Impact: \$11,500.00 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

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

September 24, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 6, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO 3QC, INC. FOR
COMMISSIONING SERVICES FOR THE LIBRARY/
LEARNING RESOURCE CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Board approval is requested for Amendment #1 for the 3QC, Inc. contract to increase the total contract amount and cover the remaining time anticipated for close out of the LLRC Project.

Contract Summary:

| | |
|---------------------|---------------------------------------|
| \$ 47,300.00 | Original Contract Amount |
| \$ 0.00 | Previously Approved Amendments (none) |
| <u>\$ 11,500.00</u> | Proposed Amendment #1 |
| \$ 58,800.00 | New Contract Amount |

The Board is asked to approve this contract Amendment #1 to 3QC, Inc. in the amount of \$11,500.00. 3QC, Inc.'s new contract amount will be \$58,800.00.

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO AEDIS ARCHITECTURE FOR
THE VALLEJO AUTO TECH VEHICLE SECURITY
PROJECT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a professional services agreement to Aedis Architecture for design services for the Vallejo Auto Tech Vehicle Security Project. The goal of this project is to enhance the perimeter barriers surrounding the automotive vehicle storage yard to increase security and better protect vehicles that are used for class instruction. The scope of work for the design team includes full architectural and engineering services for all phases of the project, including design, DSA (Division of the State Architect) submittal and construction administration.

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 space and equipment.

| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$49,520 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 | | Dr. Celia Esposito-Noy Superintendent-President | |
| PRESENTER'S NAME | | | |
| 4000 Suisun Valley Road Fairfield, CA 94534 | | | |
| ADDRESS | | | |
| (707) 863-7855 | | | |
| TELEPHONE NUMBER | | | |
| Robert Diamond VP, Finance & Administration | | October 6, 2021 | |
| VICE PRESIDENT APPROVAL | | DATE APPROVED BY | |
| September 24, 2021 | | SUPERINTENDENT-PRESIDENT | |
| DATE SUBMITTED TO | | | |
| SUPERINTENDENT-PRESIDENT | | | |

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO AEDIS ARCHITECTURE FOR
THE VALLEJO AUTO TECH VEHICLE SECURITY
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Aedis Architecture based upon their qualifications and experience on projects of similar scope. Aedis Architecture is listed on the District's pre-qualified pool of architecture firms. Aedis Architecture's proposal was reviewed and is appropriate for the scope of work requested.

The Board is asked to approve a professional services contract with Aedis Architecture, in the amount not to exceed \$49,520.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO HMR ARCHITECTS FOR THE
FAIRFIELD CAMPUS EARLY LEARNING CENTER
MODERNIZATION PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a professional services contract to HMR Architects for architectural and engineering services for the Fairfield Campus Early Learning Center Modernization Project. On February 19, 2020 the Board approved a contract for HMR to conduct an Initial Study to determine the feasibility of this project. The study has since been completed, and it was determined that this project should move forward.

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: Modernization of existing instructional space.

Ed. Code: Board Policy: Estimated Fiscal Impact: \$ 152,000 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

Robert Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

September 24, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

October 6, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO HMR ARCHITECTS FOR THE
FAIRFIELD CAMPUS EARLY LEARNING CENTER
MODERNIZATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The scope of the project is to replace an aging portable building with a new modular building, expand the childcare program, and address code requirements for the childcare facilities and playgrounds.

The Consultant's scope of work includes architectural and engineering services for the completion of the Design Documents, coordination with the selected Modular Building Vendor, Construction Administration, and DSA (Division of the State Architect) Certification.

A proposal was requested from HMR Architects based upon their successful completion of the project's Initial Study, general understanding of the Early Learning Program, and familiarity with the Fairfield Campus. HMR Architects is part of the District's approved Architect Pool, which was Board-approved at the April 17, 2019 Board Meeting.

HMR Architects is recommended for award of this contract for the Early Learning Modernization Project.

The Board is asked to approve a professional services contract to HMR Architects in the amount not to exceed \$152,000.00

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

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO TPA CONSTRUCTION FOR
CONSTRUCTION SERVICES FOR THE BUILDING 400
STUCCO REPAIR PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a construction services contract to TPA Construction for the Fairfield Campus' Building 400 Stucco Repair Project. The current stucco finish on the west and east walls is failing, which presents a safety concern. The scope of work includes all preparation of the surface, installation, and painting of repaired areas.

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: Enhance safety and security for students, faculty, and staff

| | | |
|------------------|----------------------|--|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$32,460 Measure Q Funds</i> |
|------------------|----------------------|--|

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
VP, Finance & Administration

VICE PRESIDENT APPROVAL

September 24, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 6, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO TPA CONSTRUCTION FOR
CONSTRUCTION SERVICES FOR THE BUILDING 400
STUCCO REPAIR PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from TPA Construction, a contractor on the District's Pre-Approved contractor list for the District's Board-Approved CUPCCAA (California Uniform Public Construction Cost Accounting Act) Program. The proposal was reviewed, and the proposed pricing was determined to be fair and appropriate to the scope of work requested.

The Board is asked to approve a contract to TPA Construction in the amount of \$32,460.00.

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

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

TO: **Members of the Governing Board**

SUBJECT: **AFFILIATION AGREEMENT BETWEEN SOLANO
COMMUNITY COLLEGE AND EAGLE AMBULANCE,
RODEO, CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY:

An affiliation agreement between Solano Community College District and Eagle Ambulance, 3251 Franklin Canyon Rd, 2nd Floor, Rodeo, California 94572, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the emergency medical technician program at Solano Community College by providing students with an ambulance facility in which to train, as required by pertinent national, state, and local licensing and/or certification entities. A copy of the Agreement 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 of Eagle Ambulance.

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: None</i> |
|------------------|----------------------|--------------------------------------|

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
707 864-7117

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

VICE PRESIDENT APPROVAL
September 24, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 6, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made between the Eagle Ambulance (Eagle) company (“Company”) and Solano Community College (the “School”) set out on the signature page of this Agreement.

WHEREAS, School is a program which offers a program of instruction leading to certification or licensure of its students as Emergency Medical Technician, and other, similar health care and pre-hospital providers (“Students”);

WHEREAS, As a part of the licensing and/or certification requirements, Students must complete a course of study including clinical experience (“Clinical Experience”) on an ambulance providing the appropriate level of care and operating in normal service;

WHEREAS, Company is a provider of emergency medical service, including advanced life support, critical care transport, and basic life support pre-hospital care and transport;

WHEREAS, Company has agreed to assist School by providing a limited Clinical Experience for Students, upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise Company’s standards of service to its patients and clients.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM.

1.1. Commencement Date. This Agreement shall become effective when signed by all of the parties and completion of the written approval and certification contemplated in paragraphs 2.2, 2.3, and 2.4. This Agreement shall be for a term of Twenty-four (24) months from the effective date (“Effective Date”) as set forth on the signature page. Any renewal shall be set forth in writing signed by the parties.

1.2. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party as provided herein.

2. RIGHTS AND OBLIGATIONS OF SCHOOL.

2.1. School’s Accreditation. School shall maintain a qualified educational program for Students designed to provide a smooth transition into licensure/certification of Students as Emergency Medical Technicians or other similar pre-hospital health care providers. School’s program shall include programming, administration, matriculation, promotion, and graduation and shall be approved or accredited by relevant licensing/certifying agencies in the state(s) and county(ies) in which School

resides and in which the program contemplated herein is to operate.

- 2.2. Approval by Licensing/Certifying Agency(ies).** School shall secure from all relevant licensing/certifying agencies written approval for the Clinical Experience program contemplated herein and shall maintain such approval throughout the course of the program. School shall provide Company with a copy of the written approval and applicable guidelines or protocols applicable to the program before assigning a Student to the Clinical Experience program, if requested.
- 2.3. Student Licensure/ Certification.** School shall ensure that each Student enrolled in the clinical program is compliant with any licensure certification required for participation in this program, which may include, but is not limited to state CPR credential or any provisional licensure/ certification. School shall provide Company with a copy of the requisite licensure and or certification for any Student enrolling in the Clinical Experience before the Student is allowed to participate in the program unless the licensing/ certifying agencies advise School and Company, in writing, that licensure/certification is not required and the Clinical Experience program is approved under all applicable, or potentially applicable, laws and regulations, if requested.
- 2.4. Approval by Doctor or Agency Having Medical Control.** If applicable, School will secure from the doctor or agency having medical control in the county(ies) in which the program will operate written approval for the Clinical Experience. Such written approval shall, at a minimum, define the scope of practice and required supervision of any Student participating in the course of clinical education. School will provide Company with a copy of the approval contemplated in this paragraph before assigning any Student to the clinical program, if requested.
- 2.5. Records.** School will keep and maintain accurate records for all Students participating in the Clinical Experience. The records will include the Student’s transcript, licensure or certification, temporary license or certification (if applicable), pre-assessment health record, and record of history vaccination/ immunization as set forth in paragraph 2.8 hereof. School will maintain the records for a period of at least four (4) years (or any greater period as may be required by applicable) from the date Student completes or ceases to participate in, the Clinical Experience contemplated herein.
- 2.6. List of Participants, Qualifications, Objectives and Representations.** School will notify Company at

least fourteen (14) days prior to the inception of a course of Clinical Experience of the names, qualifications and performance objectives for each Student scheduled to begin their Clinical Experience. Inclusion by School of a Student's name on this list is School's representation that the Student possesses the necessary skills, licensure/certification and immunizations to engage in the Clinical Experience. The School shall comply with any requirements or procedures that Company requires regarding documentation to verify the Student's qualifications for the Clinical Experience.

2.7. Company Rules and Regulations. School will use all reasonable efforts to cause Students to comply with Company's policies, procedures, work rules and regulations, including preservation of the confidentiality of patient care and patient care records. School will, prior to allowing a Student to participate in the Clinical Experience, review patient confidentiality as well as the Company's policies, procedures, work rules and regulations with Student and secure Student's Agreement to abide by all such rules and regulations.

2.8. Pre-assignment Health Assessment. School will cause Student to complete a pre-assignment health assessment, at Student's expense, which includes, but is not limited to: history of communicable diseases and immunizations, proof of tetanus vaccination or immunization, proof of Hepatitis B vaccination, proof of MMR titer or vaccination, varicella titer or vaccination, respiratory certification by an advanced practitioner and PPD test. School will provide proof of satisfactory completion/ vaccination to Company upon request. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student has completed the pre-assignment assessment and is physically able to perform the tasks associated with the program.

2.9. OSHA Compliance. Prior to allowing Student to enroll in the course of clinical experience, School will educate and train Student in compliance with all relevant and required OSHA regulations, including, but not limited to, Blood-borne Pathogens Standard and TB Standard.

2.10. Personal Protective Equipment. School shall provide Student with all necessary personal protective equipment, including fitting, as is, or may be, required by OSHA or other regulatory agency as required in locale of Company prior to assignment to the Clinical Experience. Such equipment may include: safety glasses or face shields and particulate respirators. School recognizes and will inform Student that this equipment must be in possession of the Student as a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

2.11. Assistance in Obtaining Signatures and Compliance.

School recognizes that its Students have certain obligations and will be required to execute certain documentation **in** order to be eligible to participate in the program. School shall assist Company **in** obtaining any necessary signatures and ensuring Student compliance with Company rules and this Agreement including, but not limited to, those contained in part 3 of this Agreement.

2.12. Evaluation of Performance. School, in conjunction with Company personnel, is responsible for and shall make arrangements for evaluating Student's performance during the clinical program.

2.13. Minimum Age of Participants. School and Company will only allow Students that are at least eighteen (18) years of age to participate in this program. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student is at least eighteen years of age.

3. STUDENT OBLIGATIONS AND REQUIREMENTS.

3.1. Release. Student will, prior to participating in the clinical experience, read, understand and sign Company's internal ride-along waiver releasing Company from any and all liability and/or responsibility arising out of Student's participation in the Clinical Experience. This release of claims must be executed and on file with the Company prior to Student participation in the program. The release is a condition precedent to Student's participation **in** the clinical experience, and no Student will be permitted in a Company vehicle without having signed the release. The release is attached hereto and made a part hereof as Exhibit A.

3.2. Pre-assignment Health Assessment. Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.

3.3. Company Rules and Patient Confidentiality. Student shall comply with Company's procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Company property or in a Company vehicle, must meet all standards of appearance and conduct required by Company of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a Company vehicle personal protective equipment and

use such equipment when, and where designated by Company personnel. Any information generated as a result of the activities set forth in this Agreement, including information regarding patients or business activities of Eagle, as well as any information regarding the students and their performance or the Training Program itself, shall remain confidential. Students will be required to sign an acknowledgment of their understanding of the mandates for confidentiality as imposed by the US Health Insurance Portability and Accountability Act of 1996 (HIPAA); the U.S. Privacy Act of 1974, and any applicable state laws.

3.4. Student Intern Agreement. Student will read and execute the student intern agreement. Execution of the student intern agreement is a condition precedent to participation in the Clinical Experience program. The student intern agreement is attached hereto and made a part hereof as Exhibit A.

4. COMPANY RIGHTS AND OBLIGATIONS.

4.1. Company Rules. Company requires Students, while participating in the clinical program, on Company property or in a Company vehicle, to meet all standards of appearance and conduct required by Company of its own employees. Company reserves the right to refuse to allow any Student to participate in the clinical program for failure to comply with Company standards.

4.2. Student's Skill Level. Company reserves the right to discontinue Student's participation in the program should Company, in its sole discretion, determine that Student's skill level is substandard. Company will immediately advise School of any such concerns or situations.

4.3. Orientation Program. Company may require Student to attend an orientation program designed to orient Student to Company's rules regulations and policies prior to beginning their Clinical Experience. The details and procedures for the orientation program shall be in the Company's sole discretion.

4.4. Company's Control of Patient Care. Company reserves the right to determine where, when, and if Student may participate in the provision of care to its patients. Company will endeavor to utilize Student, and allow them to utilize as many of their skills in as many situations as possible. However, patient care is paramount, and Student shall follow Company's instructions with respect to the provision of patient care.

4.5. Right to Control Participation. Company reserves the right to refuse to allow any Student to participate

in the provision of care at the scene of an emergency where, in Company's sole discretion, permitting Student to participate would endanger the Student, a patient or an employee of Company or otherwise be inappropriate.

4.6. Student Evaluations. Company will cooperate with School in performing evaluations of Student's clinical experience.

4.7. Provision of Clinical Experience. Company will provide a Clinical Experience for the School's Students in compliance with the guidelines, protocols, scope of practice provided by the licensing/ certifying agency and in accordance with the instructions of the Doctor or Agency having Medical Control. The number of Students that Company accepts into the Clinical Experience shall be determined in the Company's sole and absolute discretion.

5. INDEMNIFICATION

5.1. Indemnity for Third Party Claims. School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives from any and all claims, suits, costs and actions arising out of the provision of the Clinical Experience. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.

5.2. Indemnity for Student Claims. School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives of and from any claims, suits, costs, and actions brought by any Student, or their heirs, against Company arising out of their participation in this program or by any patient claiming that the negligence of Student caused, compounded or exacerbated their injuries. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement; provided, however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.

5.3. Scope of Indemnification. School will save defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives of and from all potential claims, actions, risks, and costs incurred related to, or resulting from, the Students' participation in the Clinical Experience program and Students' exposure to the pre-hospital environment including actions brought by patient s/clients of

Company where it is alleged that Students participation adversely impacted a patient/ client outcome or condition. The risks include, but are not limited to, automobile accidents, assault, and injury from lifting, high speed driving, exposure to infectious/contagious diseases such as hepatitis, HIV, TB, malpractice and measles. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.

5.4. Defense Obligation. In any action in which School is obligated to provide Company with a defense, School shall at its cost and expense, fully and diligently defend Company against any claims brought, investigations undertaken or actions filed which concern claims for which Company is entitled to indemnification under paragraphs 5.1, 5.2, and 5.3.

6. INSURANCE.

6.1. Professional Medical Liability and General Liability Coverage. School will maintain Professional Medical Liability and General Liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) aggregate. Coverage must specifically cover Students in the Clinical Experience working under this Agreement and within the course of their training and education during this program. School will name Company as an Additional Insured under the policy and include an indemnification provision, by endorsement, to be attached to the certificate of insurance. School will provide Company with written verification of coverage in the form of a certificate of insurance, which will be attached to this Agreement. School covenants to keep the required insurance in force and effect through the term of this Agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.

6.2. Endorsement for Student Activities. School assures Company that all coverage of insurance required herein includes specific provisions and/or endorsements to include Students within School's Medical Liability and General Liability coverage for all activities conducted under this program.

6.3. Coverage for Student Injuries. School recognizes that Students are NOT covered by Company's Workers Compensation Insurance or Self-Insured Program. School represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease should any Student be injured or become ill during the course of their Clinical Experience. School will provide Company with written verification of

insurance coverage in the form of a certificate of insurance which will be attached to this Agreement.

6.4. Amount of Coverage Not a Limitation. The amount of insurance required hereunder shall not limit School's liability nor relieve School of any obligation hereunder.

6.5. Minimum Qualifications of Insurer. Any policies of insurance shall be maintained with insurance companies: (i) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the Clinical Experience will occur; and (iii) in good standing and admitted, if applicable, with the state's Department of Insurance or other similar regulatory agency in the state in which the Clinical Experience will occur.

7. NOTICES.

7.1. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to School:

**Brian Bower
EMS Program Director
Solano Community College
4000 Suisun Valley Rd.
Fairfield, CA 94534**

If to Company:

**Allan Bulda
Vice President
Eagle Ambulance
3251 Franklin Canyon Rd
2nd floor
Rodeo, CA 94572**

8. TUITION

8.1. Tuition. Tuition is set by school for emergency medical technician.

9. SCOPE OF CLINICAL EXPERIENCE

9.1. Scope of Clinical Experience. The specific scope of the Clinical Experience that the Company shall provide will be set forth in Exhibit B.

10. MISCELLANEOUS.

10.1. Miscellaneous. This Agreement (including the Schedules hereto): (a) constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of the principal office of the School, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement; and (g) this Agreement shall not be effective until executed by both parties. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

11. OTHER.

11.1. Compliance with Laws. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the Federal Anti-Kickback Statute.

11.2. Compliance Program and Code of Conduct. Eagle has made available to the School a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Eagle's website (www.eagle-ambulance.com) and the School acknowledges receipt of such documents. Eagle warrants that its personnel shall comply with Eagle's compliance policies, including training related to the Anti-kickback Statute

11.3. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

IN WITNESS WHERE OF, the parties have hereto executed this Agreement effective this 10th day of October, 2021.

Eagle Ambulance (Eagle)

X

Allan Bulda, MSN, RN

Vice President

Solano Community College (SCC)

X

Dr. Celia Esposito-Noy

Superintendent/President

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Exhibit A
Student Intern Agreement and Release

Student is enrolled in a course of study at **Solano Community College** ("School") designed to enable Student become a licensed/ certified Emergency Medical Technician, or other similar pre-hospital healthcare provider. As part of the curriculum, Student has enrolled in the Clinical Experience, which is offered through the School, with Company's assistance. The Clinical Experience involves:

1) Student's performing acquired pre-hospital skills alongside Company's personnel; and, 2) accompanying and observing the Company's personnel providing emergency and non-emergency ambulance transport, care, and related services.

Student has asked to participate in Clinical Experience, knowing that participation will require Student to accompany Company personnel in dangerous and potentially life-threatening situations. Student realizes that Company could not, and would not, allow Student to accompany its personnel without his/her Agreement to: (i) release the Company from any and all claims for injury or death which may result from Student's participation in the program; (ii) assume the risk of death or injury associated with the Clinical Experience; (iii) agree to read, understand and follow Company's policies, procedures and guidelines; (iv) act in a professional and respectable manner at all times; and follow the instruction/ direction of Company personnel with respect to patient care, demeanor, safety, use of personal protective devices, scene control, etc.

Student understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with the Clinical Experience. Student hereby represents that he or she **AGREES TO ASSUME THE RISKS INHERENT IN THE ACTIVITY.** These risks include, but are not limited to, being hurt or injured: (1) by broken glass (or other scene hazards) including various cuts about the head, face, eyes, hands, legs, and torso; (2) by exposure to tetanus or contagious diseases such as the Hepatitis B virus and the Human Immunodeficiency Virus ("HIV"); (3) injury due to gurney lifts and or drops; (4) injury from slip and fall type incidents; (5) various strains and/ or sprains to one and/ or all muscle groups; (6) risks associated with emergency vehicle operation; and (7) risks at the scene of emergencies including assault and battery.

In consideration of Company's Agreement to provide the Clinical Experience to Student, Student agrees to release and forever discharge Company and its agents, employees

affiliates, successors, and assigns of and from all claims, demands, suits, injuries, or damages of any kind arising in any way out of the participation in this program.

Student further agrees to: (i) follow Company's policies, procedures and work rules; (ii) follow Company's instruction and direction with respect to patient care, safety, personal protection; and abide by Company rules and direction. Student understands that failure to follow the Company direction may result, in Company's sole discretion, in his/her expulsion from the Clinical Experience program.

The School shall require its students to complete a Criminal Offenders Record Information ("CORI") check. By virtue of this Agreement, the School assures Eagle that it found no information that would, in accordance with the provisions of state EMS regulations, preclude the Student from the duties of an EMS provider.

The relationship of field internship Student and Eagle is that of a student being provided an educational experience by Eagle and such activity shall in no way be construed as creating any other relationship, including an employment relationship. The Student shall receive no compensation from Eagle for activities during the internship.

Eagle has made available to the Student a copy of its Code of Conduct, Anti-kickback policies, and other compliance policies, as may be changed from time-to-time, at Eagle's website, located at: www.eagle-ambulance.com, and the Student acknowledges receipt of such documents. Eagle warrants that its personnel shall comply with Eagle's compliance policies, including training related to the Anti-kickback Statute

The Student represents and certifies that he/she has not been convicted of any conduct identified on Schedule "A." The Student further represents and certifies that he/she is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Schedule A or otherwise. The Student understands that if DHHS or OIG excludes he/ she, from participation in Federal health care programs, he/she party must notify the other party within 5 days of knowledge of such fact, and Eagle may immediately terminate the Agreement.

Student certifies that he/she is at least eighteen (18) years old and is an adult with full legal authority to execute this release.

By signing this document, you acknowledge that you have been advised that there are risks inherent in this type of activity and have decided to assume that risk and release Eagle of and from all liability. You agree to release Eagle from any claims associated with the event and that you, not Eagle, are assuming complete and total responsibility for and any and all injuries, damages, or losses that you may suffer as a result of participating in the Clinical Experience Program.

I agree to all terms set forth above.

| |
|----------|
| X |
| Name |
| Date |

Attachment "A"

Overview of law regarding exclusion from Medicare and State Health Care Programs 42 U.S.C. 1320a-7

(a) **Mandatory exclusion.** The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(t) of this title):

(1) **Conviction of program-related crimes.** Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.

(2) **Conviction relating to patient abuse.**

Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.

(3) **Felony conviction relating to healthcare fraud.**

Any individual or entity that has been convicted for an offense that occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (I)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

(4) **Felony conviction relating to controlled substance.**

Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

(b) **Permissive exclusion.** The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a- 7(b)(I-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oig>).



AFFILIATION AGREEMENT

Exhibit B Scope of Clinical Experience

Emergency Medical Technician

Insert Certificate of Insurance Coverage Here

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AFFILIATION AGREEMENT BETWEEN SOLANO
COMMUNITY COLLEGE AND FALCON AMBULANCE,
WALNUT CREEK, CALIFORNIA

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

An affiliation agreement between Solano Community College District and Falcon Ambulance, 1600 South Main Street, Suite 215, Walnut Creek, CA, 94596, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the emergency medical technician program at Solano Community College by providing students with an ambulance facility in which to train, as required by pertinent national, state, and local licensing and/or certification entities. A copy of the Agreement 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 of Falcon Ambulance.

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: Board Policy: 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
707 864-7117

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

VICE PRESIDENT APPROVAL
September 24, 2021

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

October 6, 2021
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made between the Falcon Ambulance (Falcon) company (“Company”) and Solano Community College (the “School”) set out on the signature page of this Agreement.

WHEREAS, School is a program which offers a program of instruction leading to certification or licensure of its students as Emergency Medical Technician, and other, similar health care and pre-hospital providers (“Students”);

WHEREAS, As a part of the licensing and/or certification requirements, Students must complete a course of study including clinical experience (“Clinical Experience”) on an ambulance providing the appropriate level of care and operating in normal service;

WHEREAS, Company is a provider of emergency medical service, including advanced life support, critical care transport, and basic life support pre-hospital care and transport;

WHEREAS, Company has agreed to assist School by providing a limited Clinical Experience for Students, upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise Company’s standards of service to its patients and clients.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM.

1.1. Commencement Date. This Agreement shall become effective when signed by all of the parties and completion of the written approval and certification contemplated in paragraphs 2.2, 2.3, and 2.4. This Agreement shall be for a term of Twenty-four (24) months from the effective date (“Effective Date”) as set forth on the signature page. Any renewal shall be set forth in writing signed by the parties.

1.2. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party as provided herein.

2. RIGHTS AND OBLIGATIONS OF SCHOOL.

2.1. School’s Accreditation. School shall maintain a qualified educational program for Students designed to provide a smooth transition into licensure/certification of Students as Emergency Medical Technicians or other similar pre-hospital health care providers. School’s program shall include programming, administration, matriculation, promotion, and graduation and shall be approved or accredited by relevant licensing/certifying agencies in the state(s) and county(ies) in which School

resides and in which the program contemplated herein is to operate.

2.2. Approval by Licensing/Certifying Agency(ies).

School shall secure from all relevant licensing/certifying agencies written approval for the Clinical Experience program contemplated herein and shall maintain such approval throughout the course of the program. School shall provide Company with a copy of the written approval and applicable guidelines or protocols applicable to the program before assigning a Student to the Clinical Experience program, if requested.

2.3. Student Licensure/ Certification.

School shall ensure that each Student enrolled in the clinical program is compliant with any licensure certification required for participation in this program, which may include, but is not limited to state CPR credential or any provisional licensure/ certification. School shall provide Company with a copy of the requisite licensure and or certification for any Student enrolling in the Clinical Experience before the Student is allowed to participate in the program unless the licensing/ certifying agencies advise School and Company, in writing, that licensure/certification is not required and the Clinical Experience program is approved under all applicable, or potentially applicable, laws and regulations, if requested.

2.4. Approval by Doctor or Agency Having Medical Control.

If applicable, School will secure from the doctor or agency having medical control in the county(ies) in which the program will operate written approval for the Clinical Experience. Such written approval shall, at a minimum, define the scope of practice and required supervision of any Student participating in the course of clinical education. School will provide Company with a copy of the approval contemplated in this paragraph before assigning any Student to the clinical program, if requested.

2.5. Records.

School will keep and maintain accurate records for all Students participating in the Clinical Experience. The records will include the Student’s transcript, licensure or certification, temporary license or certification (if applicable), pre-assessment health record, and record of history vaccination/ immunization as set forth in paragraph 2.8 hereof. School will maintain the records for a period of at least four (4) years (or any greater period as may be required by applicable) from the date Student completes or ceases to participate in, the Clinical Experience contemplated herein.

2.6. List of Participants, Qualifications, Objectives and Representations.

School will notify Company at

least fourteen (14) days prior to the inception of a course of Clinical Experience of the names, qualifications and performance objectives for each Student scheduled to begin their Clinical Experience. Inclusion by School of a Student's name on this list is School's representation that the Student possesses the necessary skills, licensure/certification and immunizations to engage in the Clinical Experience. The School shall comply with any requirements or procedures that Company requires regarding documentation to verify the Student's qualifications for the Clinical Experience.

2.7. Company Rules and Regulations. School will use all reasonable efforts to cause Students to comply with Company's policies, procedures, work rules and regulations, including preservation of the confidentiality of patient care and patient care records. School will, prior to allowing a Student to participate in the Clinical Experience, review patient confidentiality as well as the Company's policies, procedures, work rules and regulations with Student and secure Student's Agreement to abide by all such rules and regulations.

2.8. Pre-assignment Health Assessment. School will cause Student to complete a pre-assignment health assessment, at Student's expense, which includes, but is not limited to: history of communicable diseases and immunizations, proof of tetanus vaccination or immunization, proof of Hepatitis B vaccination, proof of MMR titer or vaccination, varicella titer or vaccination, respiratory certification by an advanced practitioner and PPD test. School will provide proof of satisfactory completion/ vaccination to Company upon request. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student has completed the pre-assignment assessment and is physically able to perform the tasks associated with the program.

2.9. OSHA Compliance. Prior to allowing Student to enroll in the course of clinical experience, School will educate and train Student in compliance with all relevant and required OSHA regulations, including, but not limited to, Blood-borne Pathogens Standard and TB Standard.

2.10. Personal Protective Equipment. School shall provide Student with all necessary personal protective equipment, including fitting, as is, or may be, required by OSHA or other regulatory agency as required in locale of Company prior to assignment to the Clinical Experience. Such equipment may include: safety glasses or face shields and particulate respirators. School recognizes and will inform Student that this equipment must be in possession of the Student as a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

2.11. Assistance in Obtaining Signatures and Compliance.

School recognizes that its Students have certain obligations and will be required to execute certain documentation in order to be eligible to participate in the program. School shall assist Company in obtaining any necessary signatures and ensuring Student compliance with Company rules and this Agreement including, but not limited to, those contained in part 3 of this Agreement.

2.12. Evaluation of Performance. School, in conjunction with Company personnel, is responsible for and shall make arrangements for evaluating Student's performance during the clinical program.

2.13. Minimum Age of Participants. School and Company will only allow Students that are at least eighteen (18) years of age to participate in this program. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student is at least eighteen years of age.

3. STUDENT OBLIGATIONS AND REQUIREMENTS.

3.1. Release. Student will, prior to participating in the clinical experience, read, understand and sign Company's internal ride-along waiver releasing Company from any and all liability and/or responsibility arising out of Student's participation in the Clinical Experience. This release of claims must be executed and on file with the Company prior to Student participation in the program. The release is a condition precedent to Student's participation in the clinical experience, and no Student will be permitted in a Company vehicle without having signed the release. The release is attached hereto and made a part hereof as Exhibit A.

3.2. Pre-assignment Health Assessment. Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.

3.3. Company Rules and Patient Confidentiality. Student shall comply with Company's procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Company property or in a Company vehicle, must meet all standards of appearance and conduct required by Company of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a Company vehicle personal protective equipment and

use such equipment when, and where designated by Company personnel. Any information generated as a result of the activities set forth in this Agreement, including information regarding patients or business activities of Falcon, as well as any information regarding the students and their performance or the Training Program itself, shall remain confidential. Students will be required to sign an acknowledgment of their understanding of the mandates for confidentiality as imposed by the US Health Insurance Portability and Accountability Act of 1996 (HIPAA); the U.S. Privacy Act of 1974, and any applicable state laws.

3.4. Student Intern Agreement. Student will read and execute the student intern agreement. Execution of the student intern agreement is a condition precedent to participation in the Clinical Experience program. The student intern agreement is attached hereto and made a part hereof as Exhibit A.

4. COMPANY RIGHTS AND OBLIGATIONS.

4.1. Company Rules. Company requires Students, while participating in the clinical program, on Company property or in a Company vehicle, to meet all standards of appearance and conduct required by Company of its own employees. Company reserves the right to refuse to allow any Student to participate in the clinical program for failure to comply with Company standards.

4.2. Student's Skill Level. Company reserves the right to discontinue Student's participation in the program should Company, in its sole discretion, determine that Student's skill level is substandard. Company will immediately advise School of any such concerns or situations.

4.3. Orientation Program. Company may require Student to attend an orientation program designed to orient Student to Company's rules regulations and policies prior to beginning their Clinical Experience. The details and procedures for the orientation program shall be in the Company's sole discretion.

4.4. Company's Control of Patient Care. Company reserves the right to determine where, when, and if Student may participate in the provision of care to its patients. Company will endeavor to utilize Student, and allow them to utilize as many of their skills in as many situations as possible. However, patient care is paramount, and Student shall follow Company's instructions with respect to the provision of patient care.

4.5. Right to Control Participation. Company reserves the right to refuse to allow any Student to participate

in the provision of care at the scene of an emergency where, in Company's sole discretion, permitting Student to participate would endanger the Student, a patient or an employee of Company or otherwise be inappropriate.

4.6. Student Evaluations. Company will cooperate with School in performing evaluations of Student's clinical experience.

4.7. Provision of Clinical Experience. Company will provide a Clinical Experience for the School's Students in compliance with the guidelines, protocols, scope of practice provided by the licensing/ certifying agency and in accordance with the instructions of the Doctor or Agency having Medical Control. The number of Students that Company accepts into the Clinical Experience shall be determined in the Company's sole and absolute discretion.

5. INDEMNIFICATION

5.1. Indemnity for Third Party Claims. School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives from any and all claims, suits, costs and actions arising out of the provision of the Clinical Experience. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.

5.2. Indemnity for Student Claims. School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives of and from any claims, suits, costs, and actions brought by any Student, or their heirs, against Company arising out of their participation in this program or by any patient claiming that the negligence of Student caused, compounded or exacerbated their injuries. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement; provided, however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.

5.3. Scope of Indemnification. School will save defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives of and from all potential claims, actions, risks, and costs incurred related to, or resulting from, the Students' participation in the Clinical Experience program and Students' exposure to the pre-hospital environment including actions brought by patient s/clients of

Company where it is alleged that Students participation adversely impacted a patient/ client outcome or condition. The risks include, but are not limited to, automobile accidents, assault, and injury from lifting, high speed driving, exposure to infectious/contagious diseases such as hepatitis, HIV, TB, malpractice and measles. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.

5.4. Defense Obligation. In any action in which School is obligated to provide Company with a defense, School shall at its cost and expense, fully and diligently defend Company against any claims brought, investigations undertaken or actions filed which concern claims for which Company is entitled to indemnification under paragraphs 5.1, 5.2, and 5.3.

6. INSURANCE.

6.1. Professional Medical Liability and General Liability Coverage. School will maintain Professional Medical Liability and General Liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) aggregate. Coverage must specifically cover Students in the Clinical Experience working under this Agreement and within the course of their training and education during this program. School will name Company as an Additional Insured under the policy and include an indemnification provision, by endorsement, to be attached to the certificate of insurance. School will provide Company with written verification of coverage in the form of a certificate of insurance, which will be attached to this Agreement. School covenants to keep the required insurance in force and effect through the term of this Agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.

6.2. Endorsement for Student Activities. School assures Company that all coverage of insurance required herein includes specific provisions and/or endorsements to include Students within School's Medical Liability and General Liability coverage for all activities conducted under this program.

6.3. Coverage for Student Injuries. School recognizes that Students are NOT covered by Company's Workers Compensation Insurance or Self-Insured Program. School represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease should any Student be injured or become ill during the course of their Clinical Experience. School will provide Company with written verification of

insurance coverage in the form of a certificate of insurance which will be attached to this Agreement.

6.4. Amount of Coverage Not a Limitation. The amount of insurance required hereunder shall not limit School's liability nor relieve School of any obligation hereunder.

6.5. Minimum Qualifications of Insurer. Any policies of insurance shall be maintained with insurance companies: (i) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the Clinical Experience will occur; and (iii) in good standing and admitted, if applicable, with the state's Department of Insurance or other similar regulatory agency in the state in which the Clinical Experience will occur.

7. NOTICES.

7.1. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to School:

**Brian Bower
EMS Program Director
Solano Community College
4000 Suisun Valley Rd.
Fairfield, CA 94534**

If to Company:

**Bhavin Mehta
Regional Operations Director
Falcon Ambulance
1600 South Main Street
Suite 215
Walnut Creek, CA 94596**

8. TUITION

8.1. Tuition. Tuition is set by school for emergency medical technician.

9. SCOPE OF CLINICAL EXPERIENCE

9.1. Scope of Clinical Experience. The specific scope of the Clinical Experience that the Company shall provide will be set forth in Exhibit B.

10. MISCELLANEOUS.

10.1. Miscellaneous. This Agreement (including the Schedules hereto): (a) constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of the principal office of the School, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement; and (g) this Agreement shall not be effective until executed by both parties. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

11. OTHER.

11.1. Compliance with Laws. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the Federal Anti-Kickback Statute.

11.2. Compliance Program and Code of Conduct. Falcon has made available to the School a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Falcon's website (www.falconambulance.com) and the School acknowledges receipt of such documents. Falcon warrants that its personnel shall comply with Falcon's compliance policies, including training related to the Anti-kickback Statute

11.3. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

IN WITNESS WHERE OF, the parties have hereto executed this Agreement effective this 10th day of October, 2021.

Falcon Ambulance (Falcon)

X

Bhavin Mehta

Regional Operations Director

Solano Community College (SCC)

X

Dr. Celia Esposito-Noy

Superintendent/President

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Exhibit A
Student Intern Agreement and Release

Student is enrolled in a course of study at **Solano Community College** ("School") designed to enable Student become a licensed/ certified Emergency Medical Technician, or other similar pre-hospital healthcare provider. As part of the curriculum, Student has enrolled in the Clinical Experience, which is offered through the School, with Company's assistance. The Clinical Experience involves:

1) Student's performing acquired pre-hospital skills alongside Company's personnel; and, 2) accompanying and observing the Company's personnel providing emergency and non-emergency ambulance transport, care, and related services.

Student has asked to participate in Clinical Experience, knowing that participation will require Student to accompany Company personnel in dangerous and potentially life-threatening situations. Student realizes that Company could not, and would not, allow Student to accompany its personnel without his/her Agreement to: (i) release the Company from any and all claims for injury or death which may result from Student's participation in the program; (ii) assume the risk of death or injury associated with the Clinical Experience; (iii) agree to read, understand and follow Company's policies, procedures and guidelines; (iv) act in a professional and respectable manner at all times; and follow the instruction/ direction of Company personnel with respect to patient care, demeanor, safety, use of personal protective devices, scene control, etc.

Student understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with the Clinical Experience. Student hereby represents that he or she **AGREES TO ASSUME THE RISKS INHERENT IN THE ACTIVITY.** These risks include, but are not limited to, being hurt or injured: (1) by broken glass (or other scene hazards) including various cuts about the head, face, eyes, hands, legs, and torso; (2) by exposure to tetanus or contagious diseases such as the Hepatitis B virus and the Human Immunodeficiency Virus ("HIV"); (3) injury due to gurney lifts and or drops; (4) injury from slip and fall type incidents; (5) various strains and/ or sprains to one and/ or all muscle groups; (6) risks associated with emergency vehicle operation; and (7) risks at the scene of emergencies including assault and battery.

In consideration of Company's Agreement to provide the Clinical Experience to Student, Student agrees to release and forever discharge Company and its agents, employees

affiliates, successors, and assigns of and from all claims, demands, suits, injuries, or damages of any kind arising in any way out of the participation in this program.

Student further agrees to: (i) follow Company's policies, procedures and work rules; (ii) follow Company's instruction and direction with respect to patient care, safety, personal protection; and abide by Company rules and direction. Student understands that failure to follow the Company direction may result, in Company's sole discretion, in his/her expulsion from the Clinical Experience program.

The School shall require its students to complete a Criminal Offenders Record Information ("CORI") check. By virtue of this Agreement, the School assures Falcon that it found no information that would, in accordance with the provisions of state EMS regulations, preclude the Student from the duties of an EMS provider.

The relationship of field internship Student and Falcon is that of a student being provided an educational experience by Falcon and such activity shall in no way be construed as creating any other relationship, including an employment relationship. The Student shall receive no compensation from Falcon for activities during the internship.

Falcon has made available to the Student a copy of its Code of Conduct, Anti-kickback policies, and other compliance policies, as may be changed from time-to-time, at Falcon's website, located at: www.falconambulance.com, and the Student acknowledges receipt of such documents. Falcon warrants that its personnel shall comply with Falcon's compliance policies, including training related to the Anti-kickback Statute

The Student represents and certifies that he/she has not been convicted of any conduct identified on Schedule "A." The Student further represents and certifies that he/she is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Schedule A or otherwise. The Student understands that if DHHS or OIG excludes he/ she, from participation in Federal health care programs, he/she party must notify the other party within 5 days of knowledge of such fact, and Falcon may immediately terminate the Agreement.

Student certifies that he/she is at least eighteen (18) years old and is an adult with full legal authority to execute this release.

By signing this document, you acknowledge that you have been advised that there are risks inherent in this type of activity and have decided to assume that risk and release Falcon of and from all liability. You agree to release Falcon from any claims associated with the event and that you, not Falcon, are assuming complete and total responsibility for and any and all injuries, damages, or losses that you may suffer as a result of participating in the Clinical Experience Program.

I agree to all terms set forth above.

| |
|----------|
| X |
| Name |
| Date |

Attachment "A"

Overview of law regarding exclusion from Medicare and State Health Care Programs 42 U.S.C. 1320a-7

(a) Mandatory exclusion. The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(t) of this title):

(1) Conviction of program-related crimes. Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.

(2) Conviction relating to patient abuse. Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.

(3) Felony conviction relating to healthcare fraud. Any individual or entity that has been convicted for an offense that occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (I)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

(4) Felony conviction relating to controlled substance. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

(b) Permissive exclusion. The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a- 7(b)(I-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oig>).



AFFILIATION AGREEMENT

Exhibit B Scope of Clinical Experience

Emergency Medical Technician

Insert Certificate of Insurance Coverage Here

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

TO: **Members of the Governing Board**

SUBJECT: **AFFILIATION AGREEMENT BETWEEN SOLANO
COMMUNITY COLLEGE AND ROYAL AMBULANCE,
SAN LEANDRO, CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY:

An affiliation agreement between Solano Community College District and Royal Ambulance, 14472 Wicks Blvd., San Leandro, CA 94577, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the emergency medical technician program at Solano Community College by providing students with an ambulance facility in which to train, as required by pertinent national, state, and local licensing and/or certification entities. A copy of the Agreement 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 of Royal Ambulance.

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: None</i> |
|------------------|----------------------|--------------------------------------|

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

707 864-7117

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

VICE PRESIDENT APPROVAL

September 24, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 6, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made between the Royal Ambulance (Royal) company (“Company”) and Solano Community College (the “School”) set out on the signature page of this Agreement.

WHEREAS, School is a program which offers a program of instruction leading to certification or licensure of its students as Emergency Medical Technician, and other, similar health care and pre-hospital providers (“Students”);

WHEREAS, As a part of the licensing and/or certification requirements, Students must complete a course of study including clinical experience (“Clinical Experience”) on an ambulance providing the appropriate level of care and operating in normal service;

WHEREAS, Company is a provider of emergency medical service, including advanced life support, critical care transport, and basic life support pre-hospital care and transport;

WHEREAS, Company has agreed to assist School by providing a limited Clinical Experience for Students, upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise Company’s standards of service to its patients and clients.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM.

1.1. Commencement Date. This Agreement shall become effective when signed by all of the parties and completion of the written approval and certification contemplated in paragraphs 2.2, 2.3, and 2.4. This Agreement shall be for a term of Twenty-four (24) months from the effective date (“Effective Date”) as set forth on the signature page. Any renewal shall be set forth in writing signed by the parties.

1.2. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party as provided herein.

2. RIGHTS AND OBLIGATIONS OF SCHOOL.

2.1. School’s Accreditation. School shall maintain a qualified educational program for Students designed to provide a smooth transition into licensure/certification of Students as Emergency Medical Technicians or other similar pre-hospital health care providers. School’s program shall include programming, administration, matriculation, promotion, and graduation and shall be approved or accredited by relevant licensing/certifying agencies in the state(s) and county(ies) in which School

resides and in which the program contemplated herein is to operate.

2.2. Approval by Licensing/Certifying Agency(ies).

School shall secure from all relevant licensing/certifying agencies written approval for the Clinical Experience program contemplated herein and shall maintain such approval throughout the course of the program. School shall provide Company with a copy of the written approval and applicable guidelines or protocols applicable to the program before assigning a Student to the Clinical Experience program, if requested.

2.3. Student Licensure/ Certification.

School shall ensure that each Student enrolled in the clinical program is compliant with any licensure certification required for participation in this program, which may include, but is not limited to state CPR credential or any provisional licensure/ certification. School shall provide Company with a copy of the requisite licensure and or certification for any Student enrolling in the Clinical Experience before the Student is allowed to participate in the program unless the licensing/ certifying agencies advise School and Company, in writing, that licensure/certification is not required and the Clinical Experience program is approved under all applicable, or potentially applicable, laws and regulations, if requested.

2.4. Approval by Doctor or Agency Having Medical Control.

If applicable, School will secure from the doctor or agency having medical control in the county(ies) in which the program will operate written approval for the Clinical Experience. Such written approval shall, at a minimum, define the scope of practice and required supervision of any Student participating in the course of clinical education. School will provide Company with a copy of the approval contemplated in this paragraph before assigning any Student to the clinical program, if requested.

2.5. Records.

School will keep and maintain accurate records for all Students participating in the Clinical Experience. The records will include the Student’s transcript, licensure or certification, temporary license or certification (if applicable), pre-assessment health record, and record of history vaccination/ immunization as set forth in paragraph 2.8 hereof. School will maintain the records for a period of at least four (4) years (or any greater period as may be required by applicable) from the date Student completes or ceases to participate in, the Clinical Experience contemplated herein.

2.6. List of Participants, Qualifications, Objectives and Representations.

School will notify Company at

least fourteen (14) days prior to the inception of a course of Clinical Experience of the names, qualifications and performance objectives for each Student scheduled to begin their Clinical Experience. Inclusion by School of a Student's name on this list is School's representation that the Student possesses the necessary skills, licensure/certification and immunizations to engage in the Clinical Experience. The School shall comply with any requirements or procedures that Company requires regarding documentation to verify the Student's qualifications for the Clinical Experience.

- 2.7. **Company Rules and Regulations.** School will use all reasonable efforts to cause Students to comply with Company's policies, procedures, work rules and regulations, including preservation of the confidentiality of patient care and patient care records. School will, prior to allowing a Student to participate in the Clinical Experience, review patient confidentiality as well as the Company's policies, procedures, work rules and regulations with Student and secure Student's Agreement to abide by all such rules and regulations.
- 2.8. **Pre-assignment Health Assessment.** School will cause Student to complete a pre-assignment health assessment, at Student's expense, which includes, but is not limited to: history of communicable diseases and immunizations, proof of tetanus vaccination or immunization, proof of Hepatitis B vaccination, proof of MMR titer or vaccination, varicella titer or vaccination, respiratory certification by an advanced practitioner and PPD test. School will provide proof of satisfactory completion/ vaccination to Company upon request. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student has completed the pre-assignment assessment and is physically able to perform the tasks associated with the program.
- 2.9. **OSHA Compliance.** Prior to allowing Student to enroll in the course of clinical experience, School will educate and train Student in compliance with all relevant and required OSHA regulations, including, but not limited to, Blood-borne Pathogens Standard and TB Standard.
- 2.10. **Personal Protective Equipment.** School shall provide Student with all necessary personal protective equipment, including fitting, as is, or may be, required by OSHA or other regulatory agency as required in locale of Company prior to assignment to the Clinical Experience. Such equipment may include: safety glasses or face shields and particulate respirators. School recognizes and will inform Student that this equipment must be in possession of the Student as a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

2.11. Assistance in Obtaining Signatures and Compliance.

School recognizes that its Students have certain obligations and will be required to execute certain documentation in order to be eligible to participate in the program. School shall assist Company in obtaining any necessary signatures and ensuring Student compliance with Company rules and this Agreement including, but not limited to, those contained in part 3 of this Agreement.

2.12. Evaluation of Performance. School, in conjunction with Company personnel, is responsible for and shall make arrangements for evaluating Student's performance during the clinical program.

2.13. Minimum Age of Participants. School and Company will only allow Students that are at least eighteen (18) years of age to participate in this program. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student is at least eighteen years of age.

3. STUDENT OBLIGATIONS AND REQUIREMENTS.

3.1. Release. Student will, prior to participating in the clinical experience, read, understand and sign Company's internal ride-along waiver releasing Company from any and all liability and/or responsibility arising out of Student's participation in the Clinical Experience. This release of claims must be executed and on file with the Company prior to Student participation in the program. The release is a condition precedent to Student's participation in the clinical experience, and no Student will be permitted in a Company vehicle without having signed the release. The release is attached hereto and made a part hereof as Exhibit A.

3.2. Pre-assignment Health Assessment. Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.

3.3. Company Rules and Patient Confidentiality. Student shall comply with Company's procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Company property or in a Company vehicle, must meet all standards of appearance and conduct required by Company of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a Company vehicle personal protective equipment and

use such equipment when, and where designated by Company personnel. Any information generated as a result of the activities set forth in this Agreement, including information regarding patients or business activities of Royal, as well as any information regarding the students and their performance or the Training Program itself, shall remain confidential. Students will be required to sign an acknowledgment of their understanding of the mandates for confidentiality as imposed by the US Health Insurance Portability and Accountability Act of 1996 (HIPAA); the U.S. Privacy Act of 1974, and any applicable state laws.

- 3.4. Student Intern Agreement.** Student will read and execute the student intern agreement. Execution of the student intern agreement is a condition precedent to participation in the Clinical Experience program. The student intern agreement is attached hereto and made a part hereof as Exhibit A.

4. COMPANY RIGHTS AND OBLIGATIONS.

- 4.1. Company Rules.** Company requires Students, while participating in the clinical program, on Company property or in a Company vehicle, to meet all standards of appearance and conduct required by Company of its own employees. Company reserves the right to refuse to allow any Student to participate in the clinical program for failure to comply with Company standards.
- 4.2. Student's Skill Level.** Company reserves the right to discontinue Student's participation in the program should Company, in its sole discretion, determine that Student's skill level is substandard. Company will immediately advise School of any such concerns or situations.
- 4.3. Orientation Program.** Company may require Student to attend an orientation program designed to orient Student to Company's rules regulations and policies prior to beginning their Clinical Experience. The details and procedures for the orientation program shall be in the Company's sole discretion.
- 4.4. Company's Control of Patient Care.** Company reserves the right to determine where, when, and if Student may participate in the provision of care to its patients. Company will endeavor to utilize Student, and allow them to utilize as many of their skills in as many situations as possible. However, patient care is paramount, and Student shall follow Company's instructions with respect to the provision of patient care.
- 4.5. Right to Control Participation.** Company reserves the right to refuse to allow any Student to participate

in the provision of care at the scene of an emergency where, in Company's sole discretion, permitting Student to participate would endanger the Student, a patient or an employee of Company or otherwise be inappropriate.

- 4.6. Student Evaluations.** Company will cooperate with School in performing evaluations of Student's clinical experience.
- 4.7. Provision of Clinical Experience.** Company will provide a Clinical Experience for the School's Students in compliance with the guidelines, protocols, scope of practice provided by the licensing/ certifying agency and in accordance with the instructions of the Doctor or Agency having Medical Control. The number of Students that Company accepts into the Clinical Experience shall be determined in the Company's sole and absolute discretion.

5. INDEMNIFICATION

- 5.1. Indemnity for Third Party Claims.** School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives from any and all claims, suits, costs and actions arising out of the provision of the Clinical Experience. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.
- 5.2. Indemnity for Student Claims.** School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives of and from any claims, suits, costs, and actions brought by any Student, or their heirs, against Company arising out of their participation in this program or by any patient claiming that the negligence of Student caused, compounded or exacerbated their injuries. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement; provided, however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.
- 5.3. Scope of Indemnification.** School will save defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives of and from all potential claims, actions, risks, and costs incurred related to, or resulting from, the Students' participation in the Clinical Experience program and Students' exposure to the pre-hospital environment including actions brought by patient s/clients of

Company where it is alleged that Students participation adversely impacted a patient/ client outcome or condition. The risks include, but are not limited to, automobile accidents, assault, and injury from lifting, high speed driving, exposure to infectious/contagious diseases such as hepatitis, HIV, TB, malpractice and measles. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.

5.4. Defense Obligation. In any action in which School is obligated to provide Company with a defense, School shall at its cost and expense, fully and diligently defend Company against any claims brought, investigations undertaken or actions filed which concern claims for which Company is entitled to indemnification under paragraphs 5.1, 5.2, and 5.3.

6. INSURANCE.

6.1. Professional Medical Liability and General Liability Coverage. School will maintain Professional Medical Liability and General Liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) aggregate. Coverage must specifically cover Students in the Clinical Experience working under this Agreement and within the course of their training and education during this program. School will name Company as an Additional Insured under the policy and include an indemnification provision, by endorsement, to be attached to the certificate of insurance. School will provide Company with written verification of coverage in the form of a certificate of insurance, which will be attached to this Agreement. School covenants to keep the required insurance in force and effect through the term of this Agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.

6.2. Endorsement for Student Activities. School assures Company that all coverage of insurance required herein includes specific provisions and/or endorsements to include Students within School's Medical Liability and General Liability coverage for all activities conducted under this program.

6.3. Coverage for Student Injuries. School recognizes that Students are NOT covered by Company's Workers Compensation Insurance or Self-Insured Program. School represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease should any Student be injured or become ill during the course of their Clinical Experience. School will provide Company with written verification of

insurance coverage in the form of a certificate of insurance which will be attached to this Agreement.

6.4. Amount of Coverage Not a Limitation. The amount of insurance required hereunder shall not limit School's liability nor relieve School of any obligation hereunder.

6.5. Minimum Qualifications of Insurer. Any policies of insurance shall be maintained with insurance companies: (i) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the Clinical Experience will occur; and (iii) in good standing and admitted, if applicable, with the state's Department of Insurance or other similar regulatory agency in the state in which the Clinical Experience will occur.

7. NOTICES.

7.1. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to School:

**Brian Bower
EMS Program Director
Solano Community College
4000 Suisun Valley Rd.
Fairfield, CA 94534**

If to Company:

**Justin Nool
Manager, Talent Acquisition
Royal Ambulance
14472 Wicks Blvd.
San Leandro, CA 94577**

8. TUITION

8.1. Tuition. Tuition is set by school for emergency medical technician.

9. SCOPE OF CLINICAL EXPERIENCE

9.1. Scope of Clinical Experience. The specific scope of the Clinical Experience that the Company shall provide will be set forth in Exhibit B.

10. MISCELLANEOUS.

10.1. Miscellaneous. This Agreement (including the Schedules hereto): (a) constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of the principal office of the School, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement; and (g) this Agreement shall not be effective until executed by both parties. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

11. OTHER.

11.1. Compliance with Laws. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the Federal Anti-Kickback Statute.

11.2. Compliance Program and Code of Conduct. Royal has made available to the School a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Royal's website (www.Royalambulance.com) and the School acknowledges receipt of such documents. Royal warrants that its personnel shall comply with Royal's compliance policies, including training related to the Anti-kickback Statute

11.3. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

IN WITNESS WHERE OF, the parties have hereto executed this Agreement effective this 10th day of October, 2021.

Royal Ambulance (Royal)

X

Justin Nool

Manager, Talent Acquisition

Solano Community College (SCC)

X

Dr. Celia Esposito-Noy

Superintendent/President

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Exhibit A
Student Intern Agreement and Release

Student is enrolled in a course of study at **Solano Community College** ("School") designed to enable Student become a licensed/ certified Emergency Medical Technician, or other similar pre-hospital healthcare provider. As part of the curriculum, Student has enrolled in the Clinical Experience, which is offered through the School, with Company's assistance. The Clinical Experience involves:

1) Student's performing acquired pre-hospital skills alongside Company's personnel; and, 2) accompanying and observing the Company's personnel providing emergency and non-emergency ambulance transport, care, and related services.

Student has asked to participate in Clinical Experience, knowing that participation will require Student to accompany Company personnel in dangerous and potentially life-threatening situations. Student realizes that Company could not, and would not, allow Student to accompany its personnel without his/her Agreement to: (i) release the Company from any and all claims for injury or death which may result from Student's participation in the program; (ii) assume the risk of death or injury associated with the Clinical Experience; (iii) agree to read, understand and follow Company's policies, procedures and guidelines; (iv) act in a professional and respectable manner at all times; and follow the instruction/ direction of Company personnel with respect to patient care, demeanor, safety, use of personal protective devices, scene control, etc.

Student understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with the Clinical Experience. Student hereby represents that he or she **AGREES TO ASSUME THE RISKS INHERENT IN THE ACTIVITY.** These risks include, but are not limited to, being hurt or injured: (1) by broken glass (or other scene hazards) including various cuts about the head, face, eyes, hands, legs, and torso; (2) by exposure to tetanus or contagious diseases such as the Hepatitis B virus and the Human Immunodeficiency Virus ("HIV"); (3) injury due to gurney lifts and or drops; (4) injury from slip and fall type incidents; (5) various strains and/ or sprains to one and/ or all muscle groups; (6) risks associated with emergency vehicle operation; and (7) risks at the scene of emergencies including assault and battery.

In consideration of Company's Agreement to provide the Clinical Experience to Student, Student agrees to release and forever discharge Company and its agents, employees

affiliates, successors, and assigns of and from all claims, demands, suits, injuries, or damages of any kind arising in any way out of the participation in this program.

Student further agrees to: (i) follow Company's policies, procedures and work rules; (ii) follow Company's instruction and direction with respect to patient care, safety, personal protection; and abide by Company rules and direction. Student understands that failure to follow the Company direction may result, in Company's sole discretion, in his/her expulsion from the Clinical Experience program.

The School shall require its students to complete a Criminal Offenders Record Information ("CORI") check. By virtue of this Agreement, the School assures Royal that it found no information that would, in accordance with the provisions of state EMS regulations, preclude the Student from the duties of an EMS provider.

The relationship of field internship Student and Royal is that of a student being provided an educational experience by Royal and such activity shall in no way be construed as creating any other relationship, including an employment relationship. The Student shall receive no compensation from Royal for activities during the internship.

Royal has made available to the Student a copy of its Code of Conduct, Anti-kickback policies, and other compliance policies, as may be changed from time-to-time, at Royal's website, located at: www.royalambulance.com, and the Student acknowledges receipt of such documents. Royal warrants that its personnel shall comply with Royal's compliance policies, including training related to the Anti-kickback Statute

The Student represents and certifies that he/she has not been convicted of any conduct identified on Schedule "A." The Student further represents and certifies that he/she is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Schedule A or otherwise. The Student understands that if DHHS or OIG excludes he/ she, from participation in Federal health care programs, he/she party must notify the other party within 5 days of knowledge of such fact, and Royal may immediately terminate the Agreement.

Student certifies that he/she is at least eighteen (18) years old and is an adult with full legal authority to execute this release.

By signing this document, you acknowledge that you have been advised that there are risks inherent in this type of activity and have decided to assume that risk and release Royal of and from all liability. You agree to release Royal from any claims associated with the event and that you, not Royal, are assuming complete and total responsibility for and any and all injuries, damages, or losses that you may suffer as a result of participating in the Clinical Experience Program.

I agree to all terms set forth above.

| | |
|----------|------|
| X | |
| Name | Date |

Attachment "A"

Overview of law regarding exclusion from Medicare and State Health Care Programs 42 U.S.C. 1320a-7

(a) Mandatory exclusion. The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(t) of this title):

(1) Conviction of program-related crimes. Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.

(2) Conviction relating to patient abuse. Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.

(3) Felony conviction relating to healthcare fraud. Any individual or entity that has been convicted for an offense that occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (I)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

(4) Felony conviction relating to controlled substance. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

(b) Permissive exclusion. The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a- 7(b)(I-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oig>).



AFFILIATION AGREEMENT

Exhibit B Scope of Clinical Experience

Emergency Medical Technician

Insert Certificate of Insurance Coverage Here

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

TO: Members of the Governing Board

**SUBJECT: AFFILIATION AGREEMENT IMPLEMENTATION
 LETTER BETWEEN SOLANO COMMUNITY COLLEGE
 AND NORTHBAY HEALTHCARE GROUP, FAIRFIELD,
 CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY:

An AAMC Uniform Clinical Training Affiliation Agreement Implementation Letter between Solano Community College District and NorthBay Healthcare Group is being presented for approval by the Governing Board. Per CCR for the Board of Registered Nursing, Section 1427, affiliation agreements must be current, reviewed periodically, and revised. This Letter serves as a record of the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015) with the following modifications: 1) its strict applicability is expanded from *medical* training programs to *healthcare* training programs in general, and 2) the phrase “applicable state law” in section A8 shall now read “applicable state *or federal* law.”

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: None</i> |
|------------------|----------------------|--------------------------------------|

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

 707 864-7117

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

VICE PRESIDENT APPROVAL

 September 24, 2021

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

October 6, 2021
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT
IMPLEMENTATION LETTER**

The purpose of this letter is to provide a record of the clinical training affiliation agreement between the SCHOOL and the HOST AGENCY with respect to a clinical training experience for the SCHOOL's student(s) and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015), which is hereby incorporated by reference, without modification or exception except as specified below.

The AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015) shall be modified such that its strict applicability is expanded from medical training programs to healthcare training programs in general. Therefore:

1. references to students, staff, and educators shall no longer be preceded by the word "medical"; and
2. references to "resident physicians" and "nurses" in the first paragraph of Exhibit A shall be deleted to give equal dignity to every healthcare program.

The AAMC Uniform Clinical Training Affiliation Agreement (dated June 4, 2015) shall further be modified such that the phrase "applicable state law" in the 2nd sentence of Section A8 shall now read "applicable state *or federal* law."

The parties agree that references to SCHOOL shall include non-educational institutions wherein clinical learning experiences are essential to the organization's mission.

Clinical Training Experience: _____

This IMPLEMENTATION LETTER is effective when signed by all parties. The individuals executing this IMPLEMENTATION LETTER are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Uniform Clinical Training Agreement and further agree to comply with its terms except as noted above.

SCHOOL Solano Community College

By: Celia Esposito-Noy Signature: _____

Title: Superintendent/President Date: _____

Address: 4000 Suisun Valley Road, Fairfield, CA 94534

HOST AGENCY NorthBay Healthcare Group, owner and operator of NorthBay Medical Center, NorthBay VacaValley Hospital, and multi-specialty medical clinic sites.

By: _____ Signature: _____

Title: _____ Date: _____

Address: _____

AAMC UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for medical students in the SCHOOL.

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide medical student, and faculty if applicable, access to appropriate resources for medical student education.
- The SCHOOL is ultimately responsible for the medical education program, academic affairs, and the assessment of medical students.
- The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching.
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury,
- The shared responsibility of the SCHOOL and HOST AGENCY for creating and maintaining an appropriate learning environment.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the AAMC Uniform Clinical Training Affiliation Agreement Implementation Letter agree as follows:

A. Responsibilities of the SCHOOL

1. The SCHOOL will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the SCHOOL's curriculum.

2. The SCHOOL will retain ultimate responsibility for the education and assessment of its students. The School's representative for this Agreement shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for medical student teaching and assessment provided pursuant to this Agreement.

3. The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

4. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.

5. The SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization. The SCHOOL will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The HOST AGENCY shall notify the SCHOOL of its requirements of an acceptable criminal background check and required immunizations. The SCHOOL will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices, and that the cost of any such test will be paid by the student, if not the HOST AGENCY.

6. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

7. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL'S students at the HOST AGENCY.

8. The SCHOOL warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if the SCHOOL is a public entity entitled to governmental immunity protections under applicable state law, then the SCHOOL shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the SCHOOL shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event

governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST AGENCY, the SCHOOL shall provide a certificate of insurance demonstrating coverage for students completing clinical training at the HOST AGENCY.

B. Responsibilities of the HOST AGENCY

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the SCHOOL's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for medical students' personal items when at the HOST AGENCY; and f) access to call rooms, if necessary.

2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

3. The HOST AGENCY staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.

4. The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.

5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The SCHOOL will define, for its medical students, who bears financial responsibility for any charges generated.

6. To the extent the HOST AGENCY, generates or maintains educational records related to the participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the SCHOOL's records is required by HOST AGENCY to carry out the Program.

7. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student. The HOST AGENCY and SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify the SCHOOL'S course director if such an action is required.

10. The HOST AGENCY shall identify a site coordinator from among its medical staff who will communicate and cooperate with the SCHOOL's clerkship director to ensure faculty and medical student access to appropriate resources for the clinical training experience.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the SCHOOL facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

4. The SCHOOL and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. The SCHOOL, including its faculty, staff, medical students, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.

6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required.

D. Term and Termination

This AGREEMENT is effective upon execution of the Implementation Letter by both parties to the covered clinical training experience(s) and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the HOST AGENCY or SCHOOL for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY or SCHOOL, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

F. Health Insurance Portability and Accountability Act.

Students participating in clinical training pursuant to this Agreement are members of the HOST AGENCY's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

I. Governmental Immunity

If the SCHOOL is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the SCHOOL of its governmental immunity or of its state governmental immunity; an express or implied acceptance by SCHOOL of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SCHOOL of a debt, contract, or liability of the HOST AGENCY.

J. No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

K. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in the Uniform Clinical Affiliation Agreement Implementation Letter.

L. No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

M. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

N. Headlines

Headlines in this AGREEMENT are for convenience only.

O. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Uniform Clinical Affiliation Agreement Implementation Letter.

EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

The SCHOOL holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education the term “teacher” is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Medical educators have a duty to convey the knowledge and skills required for delivering the profession’s standard of care and also to instill the values and attitudes required for preserving the medical profession’s social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive

-
- Solicit feedback from students regarding their perception of their educational experiences
 - Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.



UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT

Frequently Asked Questions

1. Where did this NorthBay Healthcare Uniform Clinical Training Affiliation Agreement come from?

NorthBay Healthcare has adopted the Uniform Clinical Training Affiliation Agreement developed by The Association of American Medical Colleges (AAMC), which was designed to make the approval process for medical clinical rotations easier. With help from AAMC member schools and with extensive consultation with members of the National Association of College and University Attorneys as well as the American Health Lawyers Association (including their hospital members) and others, the AAMC Uniform Clinical Training Affiliation Agreement was developed. AAMC supports use of its uniform agreement for other health professional programs.

2. Why are clinical training placements at low risk?

The AAMC found that there was widespread agreement that such placements represent a very low risk of litigation or liability, probably because the students are under so many levels of supervision in the clinical setting.

3. Our legal office developed a clinical affiliation agreement template recently and most hospitals agree to it with only a few changes. Why should we use the Uniform Clinical Training Affiliation Agreement now?

A uniform agreement provides consistency and standardized expectations for both parties and can be implemented with a simple letter between the parties. It will make the process easier for everyone and thus should save time and money.

4. Our current training agreement says it will be interpreted under our state law and provides that the other party will indemnify us if anything goes wrong. Why doesn't the Uniform Clinical Training Affiliation Agreement address those issues?

The AAMC consulted with many attorneys representing both hospitals and medical schools as they developed the uniform agreement. Everyone agreed these agreements present a low risk legally. Because choice of law and indemnification provisions are objectionable to a number of schools and hospitals, and because the common law provides a resolution to those issues should they ever arise, the AAMC chose to omit them. Similarly, language addressing workers' compensation and binding arbitration

were common points of contention without substantially clarifying the relationship between the parties. In order to put an end to the “battle of the forms,” the uniform agreement is intentionally silent on these issues.

- 5. We are a state university with favorable governmental immunity laws that apply when our students do clinical rotations at hospitals within the state. We don't carry the levels of insurance provided for in the Uniform Clinical Training Affiliation Agreement. How can we use the uniform agreement if it doesn't agree with our state law?**

Regretfully, NorthBay Healthcare is unable to accommodate customization of the Uniform Clinical Training Affiliation Agreement, because it is simply not feasible for the organization to negotiate and manage a multitude of affiliation agreements. Use of the Uniform Clinical Training Affiliation Agreement, which was drafted to meet the needs of the vast majority of medical schools and hospitals, allows us to accept the largest number of students within the constraints of our administrative resources. Unique state law requirements that fall outside of the norm would require customized terms that NorthBay is unable to accommodate.

- 6. Paragraph A.8 in the Uniform Agreement requires the school to provide liability insurance for its students with limits of at least \$1M per occurrence and \$3M in annual aggregate. What if my state law has different requirements than stated in the Uniform Agreement?**

Please see the answer to Question 5 above.

- 7. The Uniform Clinical Training Affiliation Agreement has language that allows the Hospital to request removal of any student it determines is not performing adequately. Our lawyer told us we have to provide due process before we remove a student from our program. I am confused.**

Most hospitals insist on the right to remove a student from their facilities because they have the ultimate responsibility for the care of their patients. Similarly, schools retain the ultimate responsibility for the education of their students and may have to provide some form of due process relating to the student's participation in the program after the student has been removed from the hospital.

- 8. Our attorney general has told us we need to have certain “boilerplate” language in all of our agreements. We just attach a preprinted page with these provisions to any clinical training agreement we get. Can we do the same thing with the Uniform Clinical Training Affiliation Agreement?**

That would undermine the Agreement's utility to NorthBay.

9. Our school does not take responsibility for conducting criminal background checks nor do we keep records of immunizations. Can we still use the Uniform Clinical Training Affiliation Agreement?

No.

10. The Uniform Clinical Training Affiliation Agreement says in paragraph F that HIPAA's Privacy Rule allows students access to patient medical information. Are you sure we do not need a Business Associate Agreement as part of our affiliation?

AAMC's analysis follows that of the U.S. Department of Health and Human Services which answers a similar Frequently Asked Question by stating: "The definition of 'health care operations' in the Privacy Rule provides for 'conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers.'" Because students engaged in clinical training pursuant to the AAMC Uniform Clinical Training Affiliation Agreement are part of the HOSPITAL's workforce for HIPAA compliance purposes and come within the "minimum necessary requirements" for access to patient medical information, they may participate in training under the direct supervision of a covered entity without requiring a Business Associate Agreement.

AGENDA ITEM 12.(g)
MEETING DATE October 6, 2021

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

TO: Members of the Governing Board
SUBJECT: Resolution No. 21/22-05 Proclaiming Hispanic Heritage Month

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval of a Resolution to proclaim Hispanic Heritage Month (Sept. 15-Oct.15, 2021).

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: N/A

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

Shannon Cooper, Psy.D
Vice President, Student Services

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

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

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

Shannon Cooper, Psy.D.
VICE PRESIDENT APPROVAL

September 27, 2021
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

October 6, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING HISPANIC HERITAGE MONTH
AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 21/22-05

WHEREAS, The Solano Community College District Governing Board honors the heritage of Hispanic/Latino Americans and acknowledges their many contributions to our Nation; and

WHEREAS, the 2021 National Hispanic Heritage Month theme is “Esperanza: A Celebration of Hispanic Heritage and Hope,” and

WHEREAS, observance of Hispanic Heritage Month was enacted on August 17, 1988 with passage of P.L. 100-402; and

WHEREAS, not all of the contributions made by Hispanic/Latino Americans to our society are so visible or so widely celebrated; and

WHEREAS, Hispanic Americans have enriched our nation beyond measure with the quiet strength of closely knit families and proud communities; and

WHEREAS, Hispanic/Latino Americans make up over 28 percent of Solano County’s adult population and 33 percent of Solano Community College District’s full-time student population.

RESOLVED, that the Solano Community College District Governing Board proclaims September 15 – October 15, 2021 as Hispanic Heritage Month.

PASSED AND ADOPTED, This 6th day of October 2021, by the Governing Board Solano Community College District.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING HISPANIC HERITAGE MONTH
AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 21/22-05

(Continuing – Page 2)

**DENIS HONEYCHURCH, J.D.
BOARD PRESIDENT**

**CELIA ESPOSITO-NOY, Ed.D.
SECRETARY**

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

TO: Members of the Governing Board
SUBJECT: BOARD STUDY SESSION – MEDIA UPDATE

REQUESTED ACTION:

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

SUMMARY:

Tom Gachis of James Thomas Media LLC will give an update.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Quarterly Reports provided to the Board of Trustees and the public regarding the use of bond funds.

| | | |
|------------------|----------------------|--|
| <i>Ed. Code:</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact:</i> \$0 |
|------------------|----------------------|--|

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

Tom Gachis
 James Thomas Media, LLC

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7000

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

September 24, 2021

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

October 6, 2021

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**