

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2017-2018

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Veronica Arellano	Custodian (Range 8/Step 3)	03/08/18

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Amber Cheatham	From Administrative Assistant III 50% Academic Support Services/50% Enrollment Services (Range 13/Step 5) to Administrative Assistant III Academic Support Services 100% (Range 13/Step 5)	03/01/18

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Mirane Ahmed	Student Services Assistant II-Financial Aid	BFAP and General Fund	03/08/18 – 06/30/18	\$16.56 hr.

Mary Jones
 Human Resources

 February 23, 2018
Date Submitted

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

 February 23, 2018
Date Approved

Short-term/Temporary/Substitute (Cont.)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Jessica Blue	Student Services Assistant II-Financial Aid	BFAP and General Fund	03/08/18 – 06/30/18	\$16.56 hr.
Hernando Diaz	Custodian	General Fund	03/08/18 – 06/30/18	\$13.62 hr.
Deborah Luttrell- Williams	Administrative Assistant III- Admissions and Records	General Fund	03/08/18 – 06/30/18	\$18.10 hr.
Anna Stewart	Student Services Assistant II-Financial Aid	BFAP and General Fund	03/08/18 – 06/30/18	\$16.56 hr.

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Adil Ahmed	Accounting Manager	02/28/18
Jenna Jarrell	Anatomy/Physiology Lab Technician	04/30/18

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Assignment</u>
Joraq Magbanua	Athletics – Men and Women’s Tennis	Coach assistant and hitting partner.

**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

**Academic Affairs
David Williams, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
A1 Venture Programs	Facilitate activities requiring students to apply the scientific method.	March 2, 2018 – March 3, 2018	Not to exceed \$3,600.00
Bernadette Aldrich	Photography shoot of SCC Dancers.	March 16, 2018	Not to exceed \$100.00
Marilyn Ashlin	Outreach for the purpose of developing internship sites.	March 8, 2018 – June 30, 2018 July 1, 2018 – December 31, 2018	Not to exceed \$45,000.00
James Thomas Media LLC.	Digital content creation for BioTechnology outreach.	March 2, 2018 – April 3, 2018	Not to exceed \$2,000.00
Thomas Nabarrete	Sound Design for Peter & the Starcatcher. (Replacement for K. Forney)	October 15, 2017 – November 3, 2017	Not to exceed \$500.00

**Human Resources
Sal Abbate, Manager**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Municipal Resource Group LLC.	HR Personnel Investigation	December 5, 2017 – June 30, 2018	Not to exceed \$9,500.00

Robert V. Diamond
 Vice President, Finance & Administration

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

February 23, 2018
Date Submitted

February 23, 2018
Date Approved

Student Services
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Corrine Kirkbride	Provide support to the Basic Skills and Student Outcome Transformation (BSSOT) Grant.	February 21, 2018 – June 30, 2018	Not to exceed \$5,000.00
CIL Consulting, LLC.	Develop business procedures and provide training, in the areas of Admissions and Records, Financial Aid, Enrollment and Degree Works.	January 1, 2018 – June 30, 2018	Not to exceed \$89,600.00

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION NO. 17/18-24 DESIGNATION AND DISPOSAL/DISPOSITION OF DISTRICT SURPLUS EQUIPMENT AND PROPERTY – AUTOMOTIVE REPAIR EQUIPMENT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

In compliance with the 81000 series of the California Education Code for appropriate disposition methods and/or restrictions, staff is requesting approval of the attached Resolution No. 17/18-24 authorizing the disposition of automotive repair equipment located in the old auto body instructional space in Building 1800B, which will be renovated into instructional space for the Mechatronics and Robotics programs.

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: CA Ed Code 70902 (b) (6)m 81540	Board Policy: 3320	Estimated Fiscal Impact: N/A
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SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert V. Diamond
VP, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7154

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

February 23, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

February 23, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**DESIGNATION AND DISPOSAL/D SURPLUS EQUIPMENT AND PROPERTY
ISPOSITION OF**

RESOLUTION NO. 17/18-24

WHEREAS, The California Education Code (Section(s) 81450-81460) outlines the process and restrictions for disposal of surplus items, and specifically provides that if the Governing Board of the Solano Community College District, by a unanimous vote of those members present, finds that the property, whether one or more items, is unsatisfactory and/or not suitable for school use, the property may be sold at public auction or otherwise disposed of in accordance with the provisions of E.C. Section 81450; and

WHEREAS, The Governing Board of the Solano Community College District has determined that the personal property, described as automotive lifts and sandblasting machine located in the old auto body space, is unsatisfactory for retention and no longer need for instructional use; now therefore be it

RESOLVED, The Director of Facilities, with the approval of the Superintendent-President, is authorized to donate or dispose of said property.

PASSED AND ADOPTED, This 7th day of March 2018, by the Governing Board of the Solano Community College District.

SARAH E. CHAPMAN, Ph.D.
BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D.
SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #4 TO VACA VALLEY
EXCAVATING & TRUCKING, INC. FOR THE
VACAVILLE CENTER INTERSECTION IMPROVEMENTS
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #4 to the contract with Vaca Valley Excavating & Trucking, Inc. for the Vacaville Center Intersection Improvements Project. On April 9, 2017 the Board approved a contract to Vaca Valley Excavating & Trucking, Inc. for the Vacaville Center Intersection Improvements 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: Enhance safety for students, faculty, and staff

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$5,434 Measure Q Funds</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

February 23, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

February 23, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #4 TO VACA VALLEY
EXCAVATING & TRUCKING, INC. FOR THE
VACAVILLE CENTER INTERSECTION IMPROVEMENTS
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Construction for this project is in progress. On October 4, 2017 the Board approved Change Order #1 for additional work related to PGE facilities. On December 20, 2017 the Board approved Change Order #2 for a time extension due to weather conditions impacting ability to slurry coat. On February 7, 2018, the Board approved a no cost time extension Change Order #3.

This Change Order #4 is for an unforeseen condition and an agency requirement which arose during construction:

- Repair of damaged irrigation controller conduit and wire which was both unmarked in the field and not shown on any previous as-built drawings.
- Change in traffic signal wire per City of Vacaville requirement

Summary of Contract:

\$ 878,500.00 Original Contract Sum
\$ 30,569.98 Previous Approved Change Orders (3)
\$ 5,434.00 This Proposed Change Order #4
\$ 914,503.98 New Contract Sum Including This Change Order

The Board is asked to approve Change Order #4 to Vaca Valley Excavating & Trucking, Inc. in the amount of \$5,434.

The Change Order may be viewed 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 EPPENDORF NORTH AMERICA FOR PROFESSIONAL SERVICES FOR THE BIOTECHNOLOGY AND SCIENCE BUILDING PROJECT

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

On February 7, 2018 the Board approved a professional services agreement in the amount of \$33,520 with Eppendorf North America to provide start-up equipment training services for the Biotechnology and Science Building Project at the Vacaville Center Campus.

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: Update infrastructure that supports classrooms or related College facilities

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: None

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

February 23, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

February 23, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO EPPENDORF NORTH
AMERICA FOR PROFESSIONAL SERVICES FOR THE
BIOTECHNOLOGY AND SCIENCE BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Board approval is requested for the attached Amendment #1 to modify the scope and time frame of the contract that will increase the number of training sessions from two to three, and extend the completion date to December 31, 2018. This is a no cost change to the contract amount.

The Board is asked to approve this no cost contract Amendment #1 to Eppendorf North America.

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

AMENDMENT TO AGREEMENT

PARTIES

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

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated February 7, 2018, for services related to the **Biotechnology and Science Building Project** ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to delete the requirements of Section 10 Audit, to revise the number of training sessions, and revise the completion date,

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

AGREEMENT

1. Section 1 Term to be revised to read: Consultant shall commence providing services under this Agreement on February 8, 2018 and will diligently perform as required and complete performance by December 31, 2018 unless this Agreement is terminated and/or otherwise cancelled prior to that time.
2. Section 10 Audit of the Agreement is deleted in its entirety.
3. Revise item 3.1.1 to read: Training Session 1 At District requested time; completed before 5/31/18.
4. Add item 3.1.3. to read: Training Session 3 At District requested time; completed before 12/31/18.
5. Section 4 Expenses of the Agreement is deleted in its entirety.
6. Replace Exhibit "A" in its entirety with the following:

EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide three on-site specialist trainings as follows:

1. BioFlo 120 and BioCommand Training, three days
 2. BioFlo 510 and 610 SIP Training, four days
 3. BioFlo 510 and 610 SIP Review Training, two days
7. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
 8. Consultant acknowledges and agrees that this Amendment shall not be binding on the

Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: _____, 2018

Dated: _____, 2018

**SOLANO COMMUNITY COLLEGE
DISTRICT**

EPPENDORF NORTH AMERICA

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 WITH CA ARCHITECTS
 FOR ARCHITECTURAL AND ENGINEERING SERVICES
 FOR THE VACAVILLE CLASSROOM BUILDING
 (ANNEX) RENOVATION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On March 1, 2017, the Board approved a professional services agreement in the amount not to exceed \$368,790 to CA Architects to provide architectural and engineering services for the Vacaville Classroom Building (Annex) renovation Project. On July 19, 2017, the Board approved Amendment #1 for additional structural engineering services for repair of three trusses that were damaged during the truss testing.

During construction it was determined that the existing fire suppression system will need to be

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STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$4,470 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
 Executive Bonds Manager

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

ADDRESS

 (707) 863-7855

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

VICE PRESIDENT APPROVAL

 February 23, 2018

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

February 23, 2018
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 WITH CA ARCHITECTS
FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE VACAVILLE CLASSROOM BUILDING
(ANNEX) RENOVATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

removed and reinstalled to accommodate the new structural trusses. This proposed Amendment #2 is for engineering services for the reinstallation of the fire suppression system.

\$ 368,790 Original Contract Amount
\$ 9,900 Previously Approved Amendments (1)
\$ 4,470 Proposed Amendment #2
\$ 383,160 New Contract Amount, including Amendment #2

The Board is asked to approve this contract Amendment #2 to CA Architects in an amount not to exceed \$4,470.

The contract Amendment #2 is available online at:
<http://www.solano.edu/measureq/planning.php>.

AMENDMENT #2 TO AGREEMENT

PARTIES

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

RECITALS

WHEREAS, District and Consultant entered into a Professional Services Agreement ("Agreement"), dated July 20, 2016, for architectural and engineering services related to **Vacaville Classroom Building (Annex) Renovation Project** ("Project"); and

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

AGREEMENT

1. Section 3. Compensation of the Agreement is amended to read:
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Three Hundred Eighty Three Thousand One Hundred Sixty Dollars (\$383,160). This fee is a total of the March 1, 2017 Agreement in the amount of \$368,790, Amendment #1 in the amount of \$9,900, and Amendment #2 in the amount not to exceed \$4,470. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

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

Fire Sprinkler System Revisions:
 - Revise the fire sprinkler system drawings, as necessary, to accommodate new structural elements, particularly a large glulam beam that will need to be routed where the existing fire sprinkler main is located.
 - Provide a product data sheet submittal set for any portions of the fire sprinkler system that require new equipment, devices, etc.
 - Prepare a new detailed hydraulic analysis for the most hydraulically remote area of the project, based on existing submittals. Compare the system demand with the water supply test results.
 - Prepare a new detailed seismic bracing calculation for the facility. Since structural upgrades are required, new seismic bracing may be required for the existing fire sprinkler system.
 - Perform site visits, as necessary, during the fire sprinkler system revision process.

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

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

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

Dated: _____, 2018

Dated: _____, 2018

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Print Name: LUCKY LOFTON

Print Name: _____

Print Title: EXECUTIVE BONDS MANAGER

Print Title: _____

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #2 WITH NINYO & MOORE
FOR THE VACAVILLE CENTER INTERSECTION
IMPROVEMENTS PROJECT AND FAIRFIELD CAMPUS
ENTRY SIDEWALK PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On June 21, 2017 the Board approved a professional services agreement in the amount of \$9,086 with Ninyo & Moore to provide testing and special inspection services for the Vacaville Center Intersection Improvements Project and Fairfield Campus Entry Sidewalk Project. On February 7, 2018 the Board approved Amendment #1 for additional services on the Vacaville Intersection Improvements Project.

Board approval is requested for the attached Amendment #2 to increase the original consulting

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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: 3225;3520</i>	<i>Estimated Fiscal Impact: \$2,500 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

February 23, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

February 23, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 WITH NINYO & MOORE
FOR THE VACAVILLE CENTER INTERSECTION
IMPROVEMENTS PROJECT AND FAIRFIELD CAMPUS
ENTRY SIDEWALK PROJECT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

CONTINUED FROM THE PREVIOUS PAGE

services agreement with Ninyo & Moore for additional services on the Fairfield Campus Entry Sidewalk Project: additional compaction testing required in conjunction with the replacement of additional non-compliant sidewalk sections.

\$	9,086	Original Contract Amount
	5,000	Previously Approved Amendments (1)
\$	<u>2,500</u>	Proposed Amendment #2
\$	16,586	New Contract Amount

The Board is asked to approve this contract amendment to Ninyo & Moore in an amount not to exceed \$2,500. Ninyo & Moore's new contract amount will be \$16,586.

The contract Amendment #2 is available online at: <http://www.solano.edu/measureq/planning.php>.

AMENDMENT # 2 TO AGREEMENT

PARTIES

This First Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Ninyo & Moore** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 21, 2017 for services related to the **Vacaville Center Intersection Improvements Project and Fairfield Campus Entry Sidewalk Project**.

WHEREAS, District and Consultant previously amended the Agreement on February 7, 2018; and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the Fairfield Campus Entry Sidewalk Project.

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

AGREEMENT

1. Section 4 of the Agreement is amended to read in its entirety:
Compensation: District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Sixteen Thousand Five Hundred Eighty Six Dollars (\$16,586.00)**. This fee is an increase of total to the June 21, 2017 Agreement amount of \$9,086, Amendment #1 in the amount not to exceed \$5,000, and Amendment #2 in the amount not to exceed \$2,500.
2. The language in Exhibit A is modified to read:

The original project scope included professional services to provide testing and special inspection services for the Vacaville Center Intersection Improvements Project.

This amendment modifies the consultant's scope of work to include the following services for the Fairfield Campus Entry Sidewalk Project

Scope of work added to the original agreement will include:
 - Additional compaction testing required in conjunction with the replacement of additional non-compliant sidewalk sections.
3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: _____, 2018

Dated: _____, 2018

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT #2 TO PREMIER CHEMICAL &
ENVIRONMENTAL SOLUTIONS FOR ASBESTOS SURVEY
CONSULTING SERVICES FOR THE FAIRFIELD CAMPUS
SUBSTATION #1 & #2 REPLACEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On July 19, 2017 a professional services agreement in the amount of \$1,915 was approved with Premier Chemical Environmental Solutions (Premier Chemical) to provide asbestos survey consulting services for the Fairfield Campus Substation #1 & #2 Replacement Project. On February 21, 2018 Amendment #1 in the amount of \$1,575 was approved by the Board.

Board approval is requested for the attached Amendment #2 to increase the original consulting

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STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update infrastructure that supports classrooms or related College facilities

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Est. Fiscal Impact: \$2,515.26 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

February 23, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

February 23, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO PREMIER CHEMICAL
& ENVIRONMENTAL SOLUTIONS FOR ASBESTOS
SURVEY CONSULTING SERVICES FOR THE FAIRFIELD
CAMPUS SUBSTATION #1 & #2 REPLACEMENT
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

services agreement with Premier Chemical to provide asbestos conduit work procedures and consult with District and contractors regarding project safety and applicable regulations, including on site review and meetings, and to extend the completion date to March 14, 2018.

\$ 1,975.00 Original Contract Amount
\$ 1,575.00 Amendment #1
\$ 2,515.26 Proposed Amendment #2
\$ 6,065.26 New Contract Amount

The Board is asked to approve this contract amendment to Premier Chemical & Environmental Solutions for the Fairfield Campus Substation #1 & #2 Replacement Project in an amount not to exceed \$2,515.26. Premier Chemical's new contract amount will be \$6,065.26.

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

AMENDMENT # 2 TO AGREEMENT

PARTIES

This Second Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Premier Chemical Environmental Solutions** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated July 19, 2017 for services related to the **Fairfield Campus Substation #1 & #2 Replacement Project**.

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the Fairfield Campus Substation #1 & #2 Replacement Project.

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

AGREEMENT

1. Section 1 Services of the Agreement is amended to add the following:

Scope of work added to the original agreement will include:

- 1.1 Provide asbestos conduit work procedures.
- 1.2 Consult with District and contractors regarding project safety and applicable regulations, including on site review and meetings.

2. Section 2 of the Agreement is amended to read in its entirety:

Term. Consultant shall commence providing services under this Agreement on July 19, 2017 and will diligently perform as required and complete performance by March 14, 2018, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. Section 4 of the Agreement, first sentence is amended to read:

Compensation: District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Six Thousand Sixty Five Dollars and Twenty Six Cents (\$6,065.26)**. This fee is an increase of total to the July 19, 2017 Agreement amount of \$1,975, Amendment #1 in the amount not to exceed \$ 1,575 and Amendment #2 in the amount not to exceed \$2,515.26.

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

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

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

Dated: _____, 2018

Dated: _____, 2018

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RATIFICATION OF CONTRACT TO YOCHA DEHE
WINTUN NATION FOR CULTURAL RESOURCES
MONITORING SERVICES FOR SPRING PROJECTS

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to ratify a professional services agreement to Yocha Dehe Wintun Nation to provide cultural resources monitoring services to meet California Environmental Quality Act (CEQA) requirements for various Fairfield Campus spring projects: Softball Bleacher Path of Travel Sidewalk, Horticulture Restroom Building Foundation and Sitework, and B100 Generator.

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: Update infrastructure that supports classrooms or related College facilities

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$9,000 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 V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

February 23, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

February 23, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RATIFICATION OF CONTRACT TO YOCHA DEHE
WINTUN NATION FOR CULTURAL RESOURCES
MONITORING SERVICES FOR SPRING PROJECTS**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Execution of this contract was needed in a timely manner in order that the monitor could be on site for start of construction for several of the projects.

The contract amount has been established to allow up to 120 hours of monitoring. However, consultant will bill only actual hours of monitoring required by construction ground disturbing activities.

PROJECT NAME	HOURS	FEE
Softball Bleacher Path of Travel Sidewalk	20	\$1,500
Horticulture Modular Restroom Foundation & Sitework	80	\$6,000
B100 Generator	20	\$1,500

The Board is asked to ratify this contract to Yocha Dehe Wintun Nation in an amount not to exceed \$9,000.

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: MEASURE G & Q BOND FINANCIAL AND
PERFORMANCE AUDIT FOR 2016-2017**

REQUESTED ACTION:

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

SUMMARY:

Proposition 39 requires that the local community college Governing Board:

a) Conduct an annual, independent performance audit to ensure that funds have been expended only on the specific projects listed in the ballot language.

b) Conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all the funds have been expended for school facility projects.

Vavrinek, Trine, Day & Company LLP, Certified Public Accountants, has been engaged to conduct the Measure G & Q Bond Financial and Performance Audit for Fiscal Year 2016-2017.

At this time, District staff requests acceptance of the Measure G & Q Bond Financial and Performance Audit for Fiscal Year 2016-2017.

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:</i>	<i>Board Policy: 3390</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond

VICE PRESIDENT APPROVAL

February 23, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

February 23, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE AND DEPARTMENT
OF STATE HOSPITALS – NAPA, 2100 NAPA-VALLEJO
HIGHWAY, NAPA, CALIFORNIA

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY: A clinical experience agreement between Solano Community College District and Department of State Hospitals – Napa, 2100 Napa-Vallejo Highway, Napa, California, 94558-6293, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with mental health care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the 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 Department of State Hospitals – Napa, 2100 Napa-Vallejo Highway, Napa, California, 94558-6293.

STUDENT SUCCESS IMPACT:

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

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

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

PRESENTER’S NAME
Robert J. Gabriel, Ph.D., Dean, School of Health Sciences
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

TELEPHONE NUMBER

David Williams, Ph.D.
VICE PRESIDENT APPROVAL

February 23, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

February 23, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 17-41069-000
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME Department of State Hospitals – Napa
CONTRACTOR'S NAME Solano Community College
- The term of this Agreement is: April 5, 2018 or upon DSH approval, whichever is later, through April 4, 2021
- The maximum amount of this Agreement is: \$0.00
Zero Dollars and Zero Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	7 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C – General Terms and Conditions*	GTC 04/2017
Exhibit D – Special Terms and Conditions	9 page(s)
Exhibit E – Confidentiality and Information Security Provisions	7 page(s)
Exhibit F – Insurance Requirements	5 page(s)

* Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Solano Community College		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Celia Esposito-Noy, Ed.D.		
ADDRESS 4000 Suisun Valley Road, Fairfield, CA 94534-3197		
STATE OF CALIFORNIA		
AGENCY NAME Department of State Hospitals – Napa		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Edward Halsell, Hospital Administrator		
ADDRESS 2100 Napa-Vallejo Highway, Napa, CA 94558-6293		

DSH USE ONLY

State Master
 Contractor
 Contract Manager
 Accounting
 State Controller

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EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. This agreement is between Solano Community College, hereafter referred to as Contractor, and the Department of State Hospitals (DSH) – Napa for the purpose of providing clinical rotation for Registered Nursing students pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATIONS:

A. The services shall be performed for the Department of State Hospitals at the following location(s):

<input type="checkbox"/> DSH-Napa 2100 Napa-Vallejo Highway Napa, CA 94558-6293

3. SERVICE HOURS:

A. The services shall be provided Monday through Sunday (seven-day week), twenty-four (24) hours per day, on an as-needed basis.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Contract Manager:

Department of State Hospitals:		Contractor:	
Section/Unit: Training and Education		Section/Unit: Solano Community College, Health Sciences	
Attention: Natalie Allen, PNED		Attention: Robert Gabriel, Ph.D., M.B.A., P.T., Dean	
Address: 2100 Napa-Vallejo Highway Napa, CA 94558-6293		Address: 4000 Suisun Valley Road, Fairfield, CA 94534	
Phone: 707-254-2437	Fax:	Phone: 707-864-7208	Fax: 707-646-2062
Email: Natalie.Allen@dsh.ca.gov		Email: Robert.gabriel@solan.edu	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals:		Contractor: Solano Community College	
Section/Unit: General Services/Contracts		Section/Unit: School of Health Sciences	
Attention: Alastair Powell, AGPA		Attention: Robert Gabriel or Janet Schwartz	

Address: 2100 Napa-Vallejo Highway Napa, CA 94558-6293		Address: 4000 Suisun Valley Road Fairfield, CA 94534	
Phone: 707-254-2460	Fax: 707-254-2425	Phone: 707-864-7208	Fax: 707-646-2062
Email: alastair.powell@dsh.ca.gov		Email: Robert.gabriel@solano.edu or janet.schwartz@solano.edu	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor owns and operates an Associate Degree Nursing Program (ADN) which is approved by the California Board of Registered Nursing and desires its students, hereafter referred to as Students, to obtain practical experience at DSH-Napa through participation in a clinical program for its Registered Nursing students (Program).
- B. It is to the mutual benefit of the parties to this agreement that the Contractor's students use DSH-Napa for their clinical experience.

6. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall complete and send to DSH-Napa a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number prior to the beginning of the planned clinical experience.
- B. Contractor shall notify DSH-Napa of its planned schedule of student assignments, including the name of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Contractor shall designate a faculty member to coordinate with the DSH-Napa Contract Manager or designee in the planning of the Program to be provided Students.
- D. Contractor shall maintain all personnel and academic records of the Students.
- E. Contractor shall enforce rules and regulations governing the Students that are mutually agreed upon by Contractor and DSH-Napa.
- F. Contractor shall supervise all instruction and clinical experiences for students assigned in groups at DSH-Napa.
- G. Contractor shall provide DSH-Napa, prior to a student's arrival at DSH-Napa, with proof of immunity consistent with DSH-Napa employee health policy and notify DSH-Napa if Student is known carrier for infectious or communicable disease. If such information indicates that patients of DSH-Napa would be placed at risk if treated by a particular Student, DSH-Napa reserves the right to refuse to allow such Student to participate in the clinical experience at DSH-Napa.

- H. Contractor shall notify the Students that they are responsible for:
- i. Following the clinical and administrative policies, procedures, rules and regulations of DSH-Napa.
 - ii. Arranging for their own transportation and living arrangements when not provided by Contractor.
 - iii. Arranging for and assuming the cost of their own health insurance.
 - iv. Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - v. Maintaining confidentiality of patient information. No Student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by Students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
 - vi. Following dress code of DSH-Napa and wearing name badges identifying themselves as Students.
 - vii. Attending an orientation of DSH-Napa facilities provided by their instructors. Precepted Students shall receive an orientation from DSH-Napa.
 - viii. Providing services to DSH-Napa's patients under the direct supervision of a faculty provided by Contractor or DSH-Napa provided staff/preceptors.
- I. Contractor shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of Contractor providing services under this Agreement.
- J. Contractor and Students shall participate in any job-related training provided or required by DSH.
- K. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in, and shall report all instances of, any activity that would constitute "Workplace Violence" as defined in the applicable DSH Administrative Letter, which can be provided upon request. Failure to comply with this provision by Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall be deemed a material breach of this Agreement.
- L. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver's license or identification card issued by a state Department of Motor Vehicles, military card, etc.; company badges are not valid) in order to be admitted into secured areas.
- M. If services are provided on DSH grounds, each person performing services under this Agreement may be issued a Personal Duress Alarm (PDA) tag and charger. These devices are issued for the safety and security of all contractors. It will be the responsibility of each person to ensure they

wear the device during each visit and to maintain the battery by charging it when necessary. Each person performing services under this Agreement may be required, at the discretion of DSH, to be oriented to the use of PDAs, including but not limited to videos, classroom time, etc.

- i. Upon the expiration or termination of this Agreement, Contractor shall ensure that each person performing services under this Agreement return all of their PDA tags and chargers to the appropriate DSH Police Department. If a PDA tag and charger is not returned to DSH, Contractor will be responsible for the current replacement cost of the PDA tag (at the rates of \$66.22 per tag, and \$14.62 per charger). Contractor will be billed accordingly for any PDA tags and chargers that are not returned. Failure to reimburse cost by Contractor will result in DSH withholding the cost of unreturned PDA tags and/or chargers against any outstanding invoices. If all invoices have been paid, DSH will issue an invoice to Contractor for payment. The DSH Contract Manager shall ensure all PDA tags and chargers are returned to the appropriate DSH Police Department prior to signing off final invoice for payment.
- N. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with a camera or phone anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action will be taken by DSH Hospital police.
- O. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.
- P. If services are provided on DSH grounds, then Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. Contractor and subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work. Contractor and subcontractors may be refused entry into the DSH grounds if their clothing is found to violate the established dress codes. The DSH retains the right to change its dress codes at any time.
- Q. If services are provided on DSH grounds, Contractor understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. In no way shall the DSH be held liable or accountable for tools misplaced or left behind. Upon notice by the DSH, Contractor shall comply with all such limitations and restrictions.
- R. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not possess or use any tobacco products, (including smokeless tobacco) on the DSH grounds (Welfare and Institutions Code section 4138).
- S. If services are provided on DSH grounds, then Contractor shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH.

- T. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- U. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- V. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.
- W. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

7. THE DSH RESPONSIBILITIES:

- A. DSH-Napa shall accept from Contractor the mutually agreed upon number of Students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. DSH-Napa shall designate a member of DSH-Napa staff to participate with the designee of the Contractor in planning, implementing and coordinating the training Program, including orientation.
- C. DSH-Napa shall permit students enrolled in the Program access to DSH-Napa facilities as appropriate and necessary for their Program, provided that the presence of the Students shall not interfere with the activities of DSH-Napa. Facilities include space for clinical conferences and access to DSH-Napa's Medical Library.
- D. DSH-Napa may request Contractor to withdraw from Program any student who DSH-Napa determines is not performing satisfactorily, or who refuses to follow DSH-Napa's administrative policies, procedures, rules and regulations. Such request must be in writing and must include a statement as to the reason or reasons why DSH-Napa desires to have the Student withdrawn. Said request shall be complied with within five (5) days of receipt of same. DSH-Napa reserves the right to suspend from participation immediately any Student who poses an imminent danger of harm to patients or others.
- E. DSH-Napa shall, on any day when student is receiving training at its facilities, provide Students necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided regarding such emergencies, DSH-Napa shall have no obligation to furnish medical or

surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.

- F. DSH-Napa shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of training professionals employed by the hospital.
- G. In situations of single preceptorship/internships, DSH-Napa shall assume daily supervision of Student.
- H. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
 - i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
 - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
 - iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.
 - iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
 - v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
 - vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

8. GENERAL INFORMATION:

- A. Both parties before the beginning of the training shall agree upon the period of time for each Student's clinical experience.

- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.
- C. Contractor Faculty and appropriate DSH-Napa staff will arrange for the faculty and Student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Contractor Faculty and DSH-Napa staff will annually review the appropriateness of the learning environment in relation to the Program's written objectives.
- E. The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.
- F. It is expressly agreed and understood by Contractor and DSH-Napa that students under this Program are in attendance for educational purposes, and such students are not considered employees of DSH-Napa for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or worker's compensation insurance.

9. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to one (1) year each. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

There is no text in Exhibit B in this Agreement, as it is a zero dollar Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
STUDENT INTERNSHIP AGREEMENT

1. TERMINATION:

- A. Either party may terminate this Agreement by giving 30 days written notice to the other party. The notice of termination shall specify the effective date of termination. Upon the Contractor's receipt of notice of termination from the Department of State Hospitals (DSH), and except as otherwise directed in the notice, the Contractor shall:
- a. Stop work on the date specified in the notice;
 - b. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to effective date of termination;
 - c. Terminate all orders and subcontracts;
 - d. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
 - e. Deliver or make available to DSH all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplies, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

1. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

2. AGREEMENT IS COMPLETE:

- A. Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

3. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

4. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

5. FORCE MAJEURE:

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

6. SEVERABILITY:

- A. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement and remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed to be severable.

7. CLIENT CONFIDENTIALITY:

- A. For an Agreement involving clients and information regarding clients, the Contractor shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. Client is defined as "those persons receiving services pursuant to a DSH funded program." Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- B. Contractor shall promptly transmit to the DSH all requests for disclosure of such identifying information not emanating from the client. Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than the DSH without prior written authorization from DSH.
- C. For purposes of this section, identity shall include but not be limited to name, identifying number, symbol or other identifying piece of information assigned to the individual, such as a finger or voice print or a photograph which can be used to identify the individual person.

8. LITIGATION:

- A. Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the State.

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- A. The Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) (“HIPAA regulations”) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

2. DEFINITIONS:

- A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

- i. Contractor. Contractor shall generally have the same meaning as the term “business associate” at 45 Code of Federal Regulation, part 160.103 (2013).
- ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).
- iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page’s heading.
- iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

- i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,
- ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,

- iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware,
- iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information,
- v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013) and California Health & Safety Code section 123100,
- vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),
- vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),
- viii. to the extent the Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and
- ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

4. PERMITTED USES AND DISCLOSURES OF PHI BY THE CONTRACTOR:

- A. Except as otherwise provided in this Agreement, the Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- B. The Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.
- C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.
- D. Contractor may use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.

- E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by the Contractor for the purposes of this Agreement with PHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

5. SAFEGUARDS:

- A. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

- A. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
 - i. The Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - (1) network-based firewall and/or personal firewall,
 - (2) continuously updated anti-virus software and
 - (3) patch-management process including installation of all operating system/software vendor security patches.
 - ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices

(including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor or its subcontractors in violation of the requirements of this Agreement.

8. NOTIFICATION OF BREACH:

- A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and e-mail upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:
 - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

10. INVESTIGATION OF BREACH:

- A. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 8 hours of discovery (of the breach), the Contractor shall notify the DSH Information Security Officer of at least the following:
 - i. what data elements were involved and the extent of the data involved in the breach,

- ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data,
- iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,
- iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and
- v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

- A. The Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

- A. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

13. DSH CONTACT INFORMATION:

- A. The Contractor shall direct communications to the DSH Information Security Officer and the Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

**Information Security Officer
Department of State Hospitals – Sacramento
1600 9th Street, Room 260
Sacramento, CA 95814
Phone: (916) 654-5432
E-mail: ISO@dsh.ca.gov**

14. INTERNAL PRACTICES:

- A. The Contractor shall make the Contractor's internal practices, books and records relating to the use and disclosure of PHI received from DSH, or created, maintained or received by the Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

- A. The Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

16. EFFECT OF TERMINATION:

- A. Upon termination or expiration of this Agreement for any reason, the Contractor shall return, at its sole expense, to DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from DSH or created or received by the Contractor on behalf of the DSH, that the Contractor still maintains in any form. Contractor shall retain no copies of such PHI. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of the Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

- A. The DSH makes no warranty or representation that compliance by the Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.
- B. Assistance in Litigation or Administrative Proceedings. The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.

- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

- A. DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which the Contractor is a party.

EXHIBIT F
INSURANCE REQUIREMENTS

1. APPLICABLE LIABILITY INSURANCE:

- A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and the DSH, shall be provided prior to the execution of this Agreement and the commencement of services.
- B. The DSH reserves the right, at its sole discretion, to cancel a proposed award to the Contractor which does not submit all required insurance documents in a timely manner. Should the DSH cancel a proposed award for this reason, the DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

Commercial General Liability:

Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should the Contractor use a subcontractor to complete a portion of this Agreement, the Contractor shall include the subcontractor as an additional named insured under the Contractor's policy, or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. The Contractor shall supply evidence of the subcontractor's insurance to the DSH upon request.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise directed by the DSH, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy (Form CG 20 37 10 01 or similar), or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

Pollution/Environmental Impairment Liability:

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

Motor Vehicle Liability:

Contractor shall maintain motor vehicle liability insurance with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

- Professional Liability:**
Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical professionals meeting this requirement. Evidence of compliant insurance shall be provided to the DSH prior to the commencement of services.

- Performance Bond:**
Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

- Payment Bond:**
Contractor shall provide the DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by the Contractor's employees, subcontractors, and suppliers in the event that the contractor fails to pay the costs of labor and materials to those individuals or entities. In order to meet this requirement, Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at:
<http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>.

- Workers' Compensation:**
If the Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than \$1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If required by the DSH, in writing, Contractor shall furnish, within three (3) state business days following the DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by the DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, the DSH, its officers, agents and employees from any and all claims by the Contractor's employees, agents and/or anyone representing the Contractor, related to any non-performance of this section.

2. TERM OF INSURANCE:

- A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by the DSH at least ten (10) days prior to the expiration of the insurance.

3. TERMINATION FOR NON-COMPLIANCE:

- A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and the DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

4. CERTIFICATE HOLDER AND SUBMISSION:

- A. Certificates of liability insurance must name the DSH as a certificate holder and must be submitted to the following address:

Department of State Hospitals – Napa
Attention: Contracts, Alastair Powell
2100 Napa-Vallejo Highway
Napa, CA 94558-6293
Email: Alastair.powell@dsh.ca.gov
Phone: 707-254-2460
Fax: 707-254-2425

5. SELF-INSURANCE REQUIREMENTS:pr

- A. If the Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.
- B. For all other Contractors, for Workers' Compensation insurance, the Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.
- C. For all other Contractors, for all other insurance categories, the Contractor must provide:
 - i. A cover letter from the Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.
 - ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.
 - iii. Evidence of firm having current equity of at least \$5,000,000 and current net profit of at least \$500,000.
 - iv. A signed written statement from the Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of \$500,000.

- D. Contractor agrees to submit to the DSH evidence of, upon request by the DSH, and the DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. The DSH also reserves the right to require subsequent assistance from the Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by the DSH, Contractor shall provide additional reasonable assurances and documentation to the DSH of its ability to meet the requirements to self-insure.
- E. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: BOARD STUDY SESSION – CCCCO STUDENT SUCCESS
SCORECARD – FALL 2017

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

An update on CCCCO Student Success Scorecard will be presented to the Governing Board by Peter Cammish, Dean of Research & Planning.

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>
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SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Peter Cammish

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7000

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

February 23, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 7, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CITIZENS BOND OVERSIGHT COMMITTEE (CBOC)
 FY 15-16 ANNUAL REPORT TO THE GOVERNING BOARD**

REQUESTED ACTION:

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

SUMMARY:

The Citizens Bond Oversight Committee (CBOC) is pleased to present its 2015-2016 Annual Report for the Measure G and Measure Q Bond Programs. The CBOC is charged with reporting the progress annually to the public. This report is presented for Board information.

The report covers Measure G and Measure Q Bond Program activity between July 1, 2015 and June 30, 2016.

This report is available online at <http://www.solano.edu/measureq/cboc.php>.

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:</i> N/A	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> N/A
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
 Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
 Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

February 23, 2018

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

February 23, 2018

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**
SUBJECT: **BOND PROJECTS MONTHLY UPDATE**

REQUESTED ACTION:

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

SUMMARY:

The purpose of this item is to provide a monthly update to the Board on the construction status of Bond Projects.

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

February 24, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 7, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**