

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2014-2015

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
George Brooks	Technology Specialist (Range 17/Step 2)	04/03/15
Steven Swanson	Technology Specialist (Range 17/Step 2)	04/03/15

Renewal of Faculty Contracts


The following faculty have completed the first contract year and are recommended for a second contract pursuant to Education Code Section 87608:

Brooks Mayes	School of Applied Technical and Business	(hire date 8/8/2014)
Lavonne Slaton	School of Applied Technical and Business	(hire date 8/8/2014)
Enemmuo Vitalis	School of Health Sciences	(hire date 8/8/2014)
Sarah McKinnon	School of Liberal Arts	(hire date 8/8/2014)

Wade Larson, D.M.
Associate Vice President, Human Resources

March 20, 2015

Date Submitted


JOWEL C. LAGUERRE, Ph.D.
Superintendent-President
Leslie Minor for Jowel Laguerre
March 20, 2015

Date Approved

Renewal of Faculty Contracts Continued

Kathleen Conrad	School of Mathematics and Science	(hire date 8/8/2014)
Sandra Diehl	School of Mathematics and Science	(hire date 8/8/2014)
Michael Gregg	School of Mathematics and Science	(hire date 8/8/2014)
Kenneth W. Williams	School of Mathematics and Science	(hire date 8/8/2014)
James Word	School of Mathematics and Science	(hire date 1/9/2014)
Anthony Ayala	School of Social & Behavioral Sciences	(hire date 8/8/2014)
Lindsay Padilla	School of Social & Behavioral Sciences	(hire date 8/8/2014)
Rebecca LaCount	Counseling and DSP	(hire date 9/5/2014)

The following faculty have completed their second year of their second contract, and are recommended for a third contract pursuant to Education Code Section 87609:

Paul Hidy	School of Applied Technical and Business	(hire date 8/9/2013)
Erin Craig	School of Health Sciences	(hire date 8/9/2013)
Julia Kiss	School of Health Sciences	(hire date 8/9/2013)
Eric Bullis	School of Liberal Arts	(hire date 8/9/2013)
Darsen Long	School of Liberal Arts	(hire date 8/9/2013)
Rachel Smith	School of Liberal Arts	(hire date 8/9/2013)
Michelle Smith	School of Mathematics and Science	(hire date 8/9/2013)
Barbara Villatoro	School of Mathematics and Science	(hire date 8/9/2013)
Cristina Young	School of Mathematics and Science	(hire date 8/9/2013)
Joel Powell	School of Social & Behavioral Sciences	(hire date 8/9/2013)
Lauren Taylor-Hill	School of Social & Behavioral Sciences	(hire date 8/9/2013)
Kamber St. Maria	Counseling and DSP	(hire date 8/2/2013)

The following faculty have completed their third year of their 3rd contract and no recommendation is necessary per Education Code Section 87609:

Isabel Anderson	School of Liberal Arts	(hire date 8/10/2012)
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The following faculty have completed fourth year of their 3rd contract and are recommended for tenure:

Jeffrey Kissinger	School of Applied Technical and Business	(hire date 8/12/2011)
Kevin Spoelstra	School of Applied Technical and Business	(hire date 8/12/2011)
Dan Ulrich	School of Applied Technical and Business	(hire date 8/12/2011)

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL OF CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND ST. HELENA HOSPITAL CENTER FOR
BEHAVIORAL HEALTH, VALLEJO, CALIFORNIA**

REQUESTED ACTION: APPROVAL

SUMMARY:

A renewal clinical experience agreement between Solano Community College District and the St. Helena Hospital Center for Behavioral Health, located at 525 Oregon Street, Vallejo, California, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with a mental health 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 the St. Helena Hospital Center for Behavioral Health, 525 Oregon Street, Vallejo, California.

It is our recommendation that the Governing Board approve the Agreement as attached.

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

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Maurice McKinnon, Ed.D., MA, RN, Interim Dean
School of Health Sciences

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7108

TELEPHONE NUMBER

School of Health Sciences

ORGANIZATION

March 20, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

Leslie Minor for Jowel Laguerre

April 1, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

St. Helena Hospital Center for Behavioral Health

Clinical Experience Agreement

This Agreement is between St. Helena Hospital Center for Behavioral Health (hereinafter referred to as a Hospital, and Solano Community College (hereinafter referred to as a School). Hospital and School are collectively referred to as "Parties" and individually as "Party."

WHEREAS, the Hospital is willing under certain conditions to allow the School to utilize facilities of the Center for Behavioral Health for clinical experiences in behavioral health for students enrolled in the Solano Community College Nursing Department, working toward an associate or baccalaureate degree in nursing (including instructors or faculty affiliated with the School); and

WHEREAS the School wishes to utilize the facilities of the Center for Behavioral Health for student clinical experiences in areas of behavioral health for its students enrolled in Solano Community College Nursing Department who are working toward an associate or baccalaureate degree in nursing;

Now, therefore, the parties agree as follows:

Article I. **Purpose of Affiliation**

To provide clinical experiences in behavioral health for students enrolled in the Solano Community College Nursing Department for an associate or baccalaureate degree in nursing.

Article II. **Responsibilities of School**

The School shall:

1. Plan, develop, implement and evaluate the program nursing clinical experiences at the Hospital.
2. Provide qualified faculty (in a number to be agreed upon between the School and the Hospital), who will be responsible for the assignment, guidance, instruction, supervision and evaluation of all student experiences provided at the Hospital unless otherwise specifically arranged; and to identify a School liaison to collaborate with designed Hospital liaison to make plans for practice and/or observational nursing experiences.

3. Provide students who are properly enrolled in the School's nursing program for clinical affiliation at the Hospital, including the testing and selection of all such students, and orientation to the Hospital as requested.
4. Require that each student involved in the clinical affiliation must
 - Provide evidence of current CPR (Cardio Pulmonary Resuscitation) certification
 - Complete a background check and be cleared to provide one-to-one patient care and complete a drug screen prior to beginning clinical experiences, providing evidence of background check and drug screen upon request by the Hospital (costs to be borne by the student)
 - Present medical certification when requested to do so they are immune from Rubella, have had a timely negative TB test or chest X-ray, and have undergone a physical examination within the year immediately prior to beginning the clinical affiliation
 - Provide own transportation to and from the Hospital
 - Pay for meals eaten at the Hospital cafeteria
 - Assume responsibility for personal illness other than emergencies arising at the Hospital in which case an ambulance shall be called as indicated to transport the student to the nearest Emergency Department. The Hospital shall not be obligated to furnish any other medical or surgical service to any student (e.g., there is no Emergency Department at the Hospital).
 - Abide by policies for dress, performance, and personal conduct as determined by the Hospital and by the School including the wearing of an approved picture ID Badge at all times when in the Hospital.
5. Assume responsibility for ascertaining that student and faculty health status and physical condition are in conformance with the Hospital's health requirements. The School further agrees to assume full responsibility for instructing faculty and students prior to the start of clinical experiences in all applicable State or Federal mandated topics affecting healthcare providers including, but not necessarily limited to, Hazardous materials handling and disposal, blood-borne pathogens, and Universal (Standard) Precautions.
 - Reserve the right to discontinue the assignment of any student at any time during the period of this Agreement.

- Withdrawal of Students. Hospital may request School to withdraw from the Program any student who Hospital determines is not performing satisfactorily, or who refuses to follow Hospital's administrative policies, procedures, rules, and regulation. Such request must be in writing and must include a statement as to the reason or reasons why Hospital desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. Hospital reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
 - Notify faculty and clinical affiliation students that they must obtain prior written approval from the Hospital in order to obtain and/or to publish any material (including photographs, videos, audio recordings) relating to their clinical experience with the Hospital.
6. Provide to the Hospital the names and phone number of student(s) in each clinical experience, names and phone numbers of instructors who are assigned to the Hospital, along with information regarding the need for orientation of new instructors at least one (1) month prior to the start of the clinical experience.
 7. Plan with Hospital liaison and mutually agree upon the scheduling of students for clinical experiences at least ten (10) days in advance of the start of the clinical experience at the Hospital; keeping appropriate Hospital supervisory personnel informed of the schedules of students assigned to the area and to consult with designated Hospital personnel regarding student assignments.
 8. Require all students and instructors to abide by all policies, procedures, rules and regulations of Hospital and to refrain from representing themselves as agents or employees of the Hospital, and to follow any direction or decision rendered by the proper Hospital personnel (e.g., in all emergency situations requiring immediate solution to resolve the situation in favor of the patient, placing the student in the position of an observer with subsequent clarification to follow between instructor and the Hospital representative).
 9. May require the School to relieve a faculty member whose behavior, competency, or other conditions are, in the Hospital's opinion detrimental to the operation of the Hospital and/or to the proper rendering of quality care to the Hospital's patients.
 10. To assume full responsibility for cost or replacement of equipment and/or property that is broken or damaged due to negligence on the part of the School's students or faculty.

Article III.
Responsibilities of Hospital

The Hospital shall:

1. Accept a specified number of students for participation in the clinical experience, to be determined at the sole discretion of the Hospital dependent upon the Hospital's space, patient population, appropriate supervisory staff, and any other considerations reasonably related to the furnishing of quality care by the Hospital to its patients.
2. Provide adequate conference room or teaching space for the instructors and students.
3. Provide clinical educational experiences and opportunities in accordance with the objectives of the clinical affiliation as mutually agreed upon by the Hospital and School.
4. Provide students and instructors use of the cafeteria facilities in the Hospital.
5. Provide instructions for accessing Policy/Procedure Manuals (available electronically and in hard copy in one location in the Hospital).
6. Identify a liaison officer between Hospital and School.
7. Participate in concurrent and final evaluation of students' clinical experiences as indicated and/or as requested.
8. Provide supervisory staff and personnel as mutually agreed upon between the Hospital and the School.
9. Stipulate that the students and/or instructors will not take the place of employees of the Hospital.
10. Reserve the right to remove temporarily, or permanently, from the clinical experience at the sole discretion of Hospital, any student found to be in violation of Hospital policy, rules and regulations, or who does not meet the Hospital's expectations with regard to appropriate dress, behavior, health practices, or who poses an immediate hazard to or disruption of patient care, or who appears to be under the influence of drugs, alcoholic beverages, or other chemicals. The Hospital agrees to notify the School in writing of any such action.
11. Retain professional and administrative responsibility for the services rendered pursuant to this Agreement and in accordance with applicable State and Federal law. The Hospital's retention of these responsibilities shall not be construed to alter or modify in any way the

indemnification, insurance, or independent School provisions set forth herein. Students and instructors, as participants in clinical experiences, will not replace Hospital staff.

Article IV.

Insurance or Self-Insurance Program

Throughout the term of this Agreement both parties, the School and the Hospital, shall maintain, at each party's sole cost and expense, policies of insurance or self-insurance providing coverage for general liability and professional liability in the minimum amount of \$1 million per occurrence, \$3 million annual aggregate, as may be necessary to protect the party and its employees, agents or representatives in the discharge of its or their responsibilities and obligations under this Agreement.

In the event students are not required to maintain personal professional liability insurance, the School shall assume full responsibility for including such students as covered individuals within its policy of insurance or self-insurance. The School shall provide evidence of all policies of insurance or self-insurance required in the Agreement by certificates provided to the Hospital prior to the effective date of this Agreement.

- The School agrees to maintain workers' compensation insurance covering all personnel employed to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws. The School shall assume full responsibility for either covering students under its workers' compensation insurance policy or requiring each student to arrange for their own health insurance when not provided by the School.
- In the event students or faculty are required to use personal automobiles in the course of the clinical experience which is the subject of this Agreement, the School agrees to furnish evidence of such business automobile liability insurance or an equivalent program of self-insurance (owned, non-owned and hired automobiles included) for its students and/or instructors with a combined single limit of no less than \$1 million per occurrence. In any case, patients may not be transported by students or instructors in private vehicles for any reason.
- In the event that either the School or the Hospital becomes aware of any alleged injury arising out of the care or treatment of any patient in connection with the clinical affiliation, each party has a duty to give the other party written notice containing the particulars sufficient to identify the name and address of the allegedly injured person, place and circumstances of the alleged incident and the addresses of available witnesses. Subject to the terms of the respective professional liability/ malpractice coverages/self-insurance program, each of the parties hereto shall cooperate with each other and in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to either of the parties because of injury with respect to which insurance is afforded, and each of the parties shall attend the hearings and trials and assist in securing evidence and obtaining the attendance of witnesses.

Article V.
Indemnification/Hold Harmless

Each party, the School and its employees, agents, instructors, and students, and the Hospital and its employees and agents, shall be responsible for their own acts and omissions and shall not be responsible for the acts and omissions of the other party in carrying out this agreement.

- Each party, the School and the Hospital, agrees to indemnify and hold harmless the other party against all actions, claims, or demands whatsoever including costs, expenses, and attorney fees to which the other party may be put arising out of each party's negligent acts and omissions during the performance of this Agreement.
- It is agreed that neither any termination of this Agreement nor completion of the acts performed under this Agreement shall release the School from the obligation to indemnify the Hospital as to any claim or cause of action which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

Article VI.
Relationship of Parties

It is understood by the parties that the School is independent with respect to the Hospital and that students and instructors are not employees of the Hospital. The Hospital will not provide benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the School. The students and instructors shall be responsible for own health, travel, automobile, equipment, property, and errors and omissions related to the services provided hereunder.

Article VII.
Medical Records

No student or faculty shall have access to, or have the right to review, any medical record or patient information, except where necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students or faculty of any patient

Information of a personal nature, medical or otherwise, obtained in the regular course of the program is strictly forbidden except as a necessary part of the clinical experience.

Article VIII.

Confidentiality

The School recognizes that the Hospital has and will have confidential information pertaining to patients, hard copies and computer information as well as other information, which are valuable, special and unique assets of the Hospital. The School agrees that the School and its faculty and students will not at any time or in any manner, either directly or indirectly, use

any information for the School's own benefit, or divulge, disclose or communicate in any manner any information to any third party without the prior written consent of the Hospital and will conform to all provisions of HIPAA Privacy and Security Rules. The School and its faculty and students will protect the information and treat it as strictly confidential. The School assumes responsibility and liability if copies of or information contained in records is inappropriately disclosed.

The School agrees, during or after the term of this Agreement, not to disclose confidential patient information or quality assurance information to any person, firm, corporation or association for any reason or purpose whatsoever. Breach of this provision by the School will result in immediate termination of this Agreement and will result in the Hospital seeking full remedies available to it for such breach, including recovery of damages from the School. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of the Agreement.

- The School will promptly report to the Hospital any use or disclosures, of which the School becomes aware, of Protected Health Information in violation of HIPAA or other confidentiality regulations.

Article IX **Return of Records**

No records or materials shall be removed from the Center for Health and/or St. Helena Hospital. Upon termination of the Agreement, School shall return to Entity all records including Entity business records, medical records, or manuals that are in the School's possession or under School's control, if any exist.

Article X.
Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

Hospital

St. Helena Hospital Center for Behavioral Health

Attn: Tricia Williams,
Regional Vice President of Behavioral Medicine
525 Oregon Street
Vallejo, CA 94590

School

Solano Community College Nursing Department
Attn: Maurice McKinnon, Interim Dean
Address: 4000 Suisun Valley Road, Fairfield, CA 94534
Phone: 707-864-7208

Either party may change its mailing address by sending notice of a new address to the other party pursuant to this Section.

Article XI.
Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Article XII.
Waiver of Contractual Right

The failure or either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

No failure by either party to insist upon the strict performance of any covenant, term, or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, and term of this Agreement shall continue in full force and with respect to any other existing or subsequent breach.

Article XIII.
Amendment

This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid it shall have been reduced to writing and signed by both parties.

Article XIV.
Nondiscrimination

The Parties agree not to unlawfully discriminate in the care of any patient pursuant to this Agreement because of race, color, national origin, religion, gender, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship within the limits imposed by law.

Article XV.
Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreements whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

Article XVI.
Code of Conduct

School hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit A** (the CODE), and agrees that School has been given ample opportunity to read, review and understand the Code. With respect to School's business dealings with Hospital and Practitioner's performance of the Services described in this Agreement, School

shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code.

School shall comply with the Code as it relates to School's business relationship with Hospital or any Adventist Health affiliates, subsidiaries, employees, agents, services, officers, directors, Schools and suppliers of every kind.

Article XVII.
Additional Provisions

- Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or other persons other than the parties hereto.
- Neither party of the Agreement shall be obligated to pay any monetary compensation to the other except in specific instances where other provisions are made, are mutually satisfactory to the Hospital and the School, and are delineated in writing.
- This Agreement may not be assigned by either party without the express written consent of the other.
- Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such words, symbols, trademarks, service marks or other devices in advertising, promotional materials, or otherwise and that it will not advertise or display such devices without the prior written consent of the other party, and will cease any and all such usage immediately upon termination of the Agreement. In addition, each party agrees that any such signs, displays, literature, or material furnished by the other part remain the property of the party originally owning it and shall be returned to it upon demand or the termination of this Agreement.
- All services related to the obligations outlined in this agreement are provided in accordance with the standards of The Joint Commission.
- The validity, construction and effect of the Agreement are governed by the laws of the State of California.

Article XVIII.
Term of Agreement

This Agreement shall commence on February 2, 2015 and shall continue until February 1, 2016. The Agreement may be terminated by either party, with or without cause, upon a sixty (60) day advance written notice to the other party. In the event termination occurs prior to the conclusion of the current clinical experience, the Hospital will allow currently enrolled students assigned to the Hospital to complete the rotation. Prior to the end date, the Agreement may be renewed for another year by written notice to both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Solano, State of California

St. Helena Hospital Center for Behavioral Health

Date: _____

By: _____

Tricia Williams, Regional Vice President Behavioral Medicine

Date: _____

By: _____

Phyllis DeJong, Interim Regional Clinical Director Behavioral Medicine

School Solano Community College

Date:

By: _____

Jowel C. Laguerre, Ph.D.

Title: Superintendent/President

Exhibit A
(the CODE)

YOUR RESPONSIBILITIES
CORPORATE COMPLIANCE PROGRAM

This program provides a standard for ethical behavior and a reporting system for notifying management of potential ethical breaches. The organization's legal board adopted the formalized compliance program, which consists of written policies, procedures, and a code of conduct designed to prevent violations of applicable laws, regulations, policies and procedures. In addition it is designed to detect and correct violations, should they occur.

You may find the entire compliance program on Adventist Health's Roseville Connect Intranet page at: <https://connect.ah.org/portal/site/admin> under the Corporate Compliance Department "Compliance Program" folder or on Adventist Health's web page under "About Us:" <https://www.adventisthealth.org/pages/about-us.aspx>.

Adventist Health is a highly regarded healthcare provider. Our reputation has been achieved through the dedication of individuals committed to quality, honesty and fairness. Each of us is responsible for continuing to protect and enhance that reputation for the future. The Adventist Health Code of Conduct is based on the biblical counsel to treat others as we would have them treat us. Great effort is taken to ensure that as officers, employees, Schools or volunteers of Adventist Health and its affiliates, we conduct ourselves with integrity in accordance with all applicable laws and ethical business standards.

The material that follows is Adventist Health's formalized Code of Conduct, which in turn is followed by a brief description of the Federal and State laws addressing false claims and whistleblower protections.

ADVENTIST HEALTH CORPORATE
CODE OF CONDUCT

Mission

Adventist Health's mission is to share God's love by providing physical, mental, and spiritual healing. Adventist Health ("AH") and its Affiliates, in keeping with their mission, strive to conduct themselves in accordance with strong business ethics and in compliance with all applicable laws. This Code of Conduct is upheld through the integrity and ethical practices of our officers, employees, Schools, and agents.

To maintain its standards in an increasingly regulated business environment, AH has established this formal Code of Conduct, which provides general guidelines on how AH and its Affiliates will conduct business. As such, this Code of Conduct governs the conduct of *all* employees and Schools of AH and its Affiliates. Knowledge of and adherence to these standards allows AH to continue serving its patients and communities in a professional, caring, and ethical manner.

Compliance with Laws

AH policy requires AH and its Affiliates, officers, directors, employees, Schools, and agents to comply with all applicable laws, including Federal and State health care program requirements. Failure to do so exposes AH organizations' officers, directors, employees, Schools, and agents to possible sanctions, monetary penalties, criminal prosecution and other disciplinary actions. When the application of a law is uncertain, AH or its Affiliates will seek appropriate guidance.

Reporting of Violations

AH and its Affiliates support and encourage any officer, director, employee, School, or agent to maintain individual responsibility for monitoring and reporting any activity that appears to violate any applicable laws, rules, regulations, policies and procedures, or this Code of Conduct. In order to provide every avenue possible in which to raise their concerns, AH and its Affiliates have established a confidential reporting mechanism that includes anonymous reporting if the person making the report so desires. Using this mechanism does not, however, relieve any individual of their other obligation to utilize the organization's grievance and arbitration procedures, if the matter is covered by such a procedure.

Anyone who becomes aware of a violation of any Laws, including Federal and State health care program requirements, company policies and procedures, the AH Corporate Compliance Program, or this Code of Conduct is expected to report the improper conduct. This reporting can be accomplished either verbally or in writing through a supervisor, the local compliance officer, compliance report form, hotline, (888) 366-3833, or the AH Corporate Compliance Officer, (877) 336-3566. The local compliance officer, with assistance from the AH Corporate Compliance Department, will investigate all reports and ensure that proper follow-up actions are taken. AH policy prohibits any organization or individual from retaliating against a person who makes a complete and accurate report in good faith.

It is the policy of AH and its Affiliates that employees shall not be punished for reporting what they reasonably believed to be an act of wrongdoing or a violation of the AH Corporate Compliance Program.

However, an employee will be subject to disciplinary action if their employer reasonably concludes that the report of wrong doing was knowingly fabricated by the employee or was knowingly distorted, exaggerated or minimized to either injure someone else or to protect or benefit the reporting employee.

Conflicts of Interest

AH and its Affiliates require officers, directors, employees, Schools, and agents to exercise individual loyalty to AH in fulfilling their responsibilities. These individuals must avoid any situation where a conflict of interest exists or might appear to exist between their personal interests and those of AH or its Affiliates. The *appearance* of a conflict may be as serious as an *actual* conflict of interest. If a conflict of interest exists or appears to exist, the individual must follow the conflict of interest procedures adopted by the AH organization, a copy of which is available.

Examples of Applicable Laws

Although it is not practical to list all laws, including Federal and State health care program requirements, to which AH and its Affiliates are subject, the following are examples of the more common laws subject to this Code of Conduct.

Patient Admission and Transfer

Admission to an AH Hospital should be based strictly upon medical necessity. Only an appropriately licensed person should determine whether to admit a patient to an AH Hospital. AH management should ensure that Hospital personnel and medical staff members are never pressured to admit patients inappropriately and that patients are admitted only on the basis of medical need.

A patient should not be transferred from an AH Hospital if such transfer threatens the patient's health or is in violation of law. If applicable, each AH Hospital shall adopt patient transfer protocols.

Payment for Referral

AH and its Affiliates do not offer, pay or receive payments in exchange for the referral of a patient or other business. AH and its Affiliates only pay people or entities for actual items or services provided to the organization or community. AH and its Affiliates do not offer or provide illegal benefits, whether cash or non-cash, to any physician or health professional.

Accuracy in Billing

AH and its Affiliates are committed to prepare and submit accurate claims for medically necessary services rendered. All bills must be accurate and conform to federal and state laws and regulations.

Marketing Activities

AH and its Affiliates must comply with all state and federal requirements regarding marketing.

Political Activities

Although officers, directors, employees, Schools, and agents are encouraged to participate freely and actively in the political process, they should ensure that their political activities are lawful and separate from their activities as an employee or School of AH or AH Affiliate. Personal political activities must not unreasonably interfere with the individual's ability to perform his or her duties for the AH organization, and must be consistent with applicable laws, rules, regulations and the policies set forth in this Code of Conduct.

Patient Rights Laws

AH and its Affiliates are committed to abiding by all applicable laws, rules and regulations regarding and protecting their patients' rights, including confidentiality and other rights.

YOU R RESPONSIBILITIES FEDERAL AND STATE FALSE CLAIMS ACTS

Federal and state false claims acts prohibit any person or entity from, among other things, knowingly presenting, or causing to be presented, a false or fraudulent claim for payment or approval, or knowingly making or using, or causing to made or used, a false record or statement to get a false or fraudulent claim paid or approved.

The penalties for violating the federal or state false claims acts include:

- Civil monetary penalties of up to \$ 10,000 for each false claim submitted;
- Three times the amount of damages which the government sustains because of the false claim made.
- The costs of the legal action brought to recover for the false claim.

A private citizen may file suit under the federal mid-state false claims acts on behalf of the government if the citizen has direct and independent knowledge of the submission of a false claim. The government will then decide whether to intervene and take over the case, dismiss or settle the case, or let the private individual pursue the case on his or her own. In either case, the person who initially filed the case may receive a portion of the amount recovered in either litigation or settlement of the claim.

Your local compliance officer can provide more detailed information regarding the federal and state false claims acts.

YOUR RESPONSIBILITIES WHISTLE BLOWER PROTECTIONS

Both the federal and state false claims acts prohibit employers from retaliating or discriminating against an employee who, acting in good faith, investigates, reports, or assists in uncovering a false claim or statement.

An employee who suffers discrimination or retaliation based on protected activities has the right to sue under the both the federal and state false claims acts. If the employee can prove that his or her employer retaliated against him or her for engaging in protected activity, the employee is entitled to be "made whole."

The remedies may include:

- reinstatement of the employee to his or her position,
- two times the amount of back pay,
- interest on the back pay, and
- compensation for any special damages (including litigation costs and reasonable attorneys' fees).

As noted above, it is the policy of Adventist Health and its affiliates that no employee shall be punished solely on the basis that he or she reported what he or she reasonably believed to be an act of wrongdoing or a violation of the Adventist Health Corporate Compliance Program.

**YOUR LOCAL COMPLIANCE OFFICER CAN PROVIDE MORE DETAILED
INFORMATION REGARDING THE PROTECTIONS AFFORDED EMPLOYEES UNDER
THE FEDERAL AND STATE FALSE CLAIMS ACTS.**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RENEWAL OF COOPERATIVE AGREEMENT NO: 14-
PUENTE-CC-51 BETWEEN THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA PUENTE PROJECT AND
SOLANO COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION: APPROVAL

SUMMARY

This item is a renewal of contract between the PUENTE Project (a partner with the University of California) and Solano Community College District. This Agreement shall be in effect from July 1, 2014 – June 30, 2017. Solano College and PUENTE shall work together to continue to provide a program for educationally disadvantaged students at Solano College.

Board approval is requested at this time.

Government Code: _____ *Board Policy:* _____ *Estimated Fiscal Impact:* _____

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

Jocelyn Mouton, Dean
Counseling/DSPS

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7256

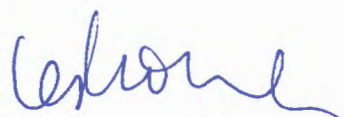
TELEPHONE NUMBER

Student Services

ORGANIZATION

March 25, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President
Leslie Minor for Jowel Laguerre

March 25, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: MEASURE Q EQUITY, INCLUSION AND OUTREACH
 GUIDELINES FOR CONTRACTORS

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the Measure Q Small, Local, and Diverse Business Program (SLDBE Program). The program establishes equity, inclusion and outreach guidelines, is innovative and focused on inclusion, and will promote diversity in procurement by extending opportunities to SLDBE vendors in the communities of Solano County and the City of Winters. Outreach to small businesses, minority-owned businesses, women-owned businesses and disabled veteran-owned businesses will be emphasized, so that those who wish to participate in the Measure Q program as prime contractors, sub-contractors and material suppliers will be able to do so. The program is coordinated with the previously approved Project Labor Agreement (PLA), executed with the Napa-Solano Trades Council.

A summary of the program was presented to the Board on March 18, 2015 as an information item.

A copy of the program document is available online at:
<http://www.solano.edu/measureq/planning.php>.

Government Code: _____ *Board Policy:* _____ *Estimated Fiscal Impact: \$0 Measure Q Funds*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
 Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Administration

ORGANIZATION

March 20, 2015

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.

Superintendent-President

Leslie Minor for Jowel Laguerre

March 20, 2015

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

PROPOSED Small, Local and Diverse Business Program

I. OVERVIEW

In 2012 voters approved Solano Community College District's Measure Q Bond to upgrade educational facilities and expand access to university college courses for District students and area residents. The Solano Community College District (District or College) has determined that the Solano County community can benefit tangibly not only from this structural expansion but through the contracting and purchasing opportunities that the Measure Q Bond program will produce. To this end, the Solano Community College District has established a Small, Local, and Diverse Business Program (SLDBE Program) to ensure access, equity and inclusion of Solano County businesses in the area of construction contracting associated with Measure Q Bond expenditures. This Small, Local and Diverse Business Program reflects the District's commitment its core value of *Equity*. The SLDBE program is innovative and inclusionary; defining and promoting *Diversity* in contracting and procurement by extending Measure Q Bond Program opportunities to Solano County small businesses, minority-owned business, women-owned business and those owned by disabled veterans.

Solano Community College District will take steps to encourage these Small, Local, and Diverse Business Enterprises (SLDBEs) to participate in Measure Q construction projects at the prime contractor and subcontractor level, and as suppliers. The program is compatible with District commitments in the Project Labor Agreement (PLA) executed with the Napa-Solano County Building and Construction Trades Council. The District anticipates that its Small, Local and Diverse Business Program will also enhance the employment of Solano County residents as local firms are more likely to hire local residents. However, the SLDBE Program does not interface directly with local hire strategies addressed in the PLA (See <http://www.solano.edu/search/?q=Measure+Q+Project+labor+Agreement&cx=01079521487372>). The Small, Local, and Diverse Business Program affirms the District's commitment to contribute to the economic vitality of Solano County.

II. DEFINITIONS

The following is a list of definitions for terms used throughout this SLDBE Program. The terms are arranged in alphabetical order.

1. "Bid" shall mean and include an offer by a bidder or contractor to perform or provide labor, materials, or equipment to the District for a price.
2. "Bidder" shall mean a person or firm who submits a bid.
3. "Construction work" shall mean all public projects as defined by section 22002(b) of the California Public Contract Code, including construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any District-owned, leased, or operated facility.
4. "Contract" shall mean and include any agreement between the College and a person or company to provide labor, services, materials and/or equipment for construction work.
5. "Contractor" (See definition of prime contractor).
6. "College" shall mean the Solano Community College District.
7. "District" shall mean the Solano Community College District.
8. "Diverse" shall mean a firm whose ownership has been certified by one of the certifying agencies recognized by the District **as either**: 1) at least 51% minority (MBE or DBE), 2) at least 51% female (WBE or DBE), 3) at least 51% disabled veteran or veteran (DVBE).
9. "Goals" shall mean the relevant share of Small Local and Diverse Business Enterprise participation.
10. "Joint venture" shall mean an association of two or more businesses to carry out a single business enterprise for profit, for which purpose they combine their property, capital, efforts, skills and knowledge. Each party to the joint venture must hold a current, active license in good standing and must share in risks and gains to the extent of the party's participation in the joint venture. To be counted for the purposes of this program, the individual firms of the joint ventures must be certified by an agency on the District's recognized list of certifying agencies.
11. "Local" shall mean a business enterprise with a business location in Solano County.
12. "Small" shall mean a business enterprise which together with any affiliates has 100 or fewer employees and has averaged annual gross receipts of fourteen million dollars (\$14M) or less over the previous three years. Such firms include any that are certified by the State of California General Services Agency.
13. "Small, Local, and Diverse Business Enterprise" or "SLDBE" shall mean an independently owned and operated business with an office located in Solano County, California and which, together with its affiliates, has 100 or fewer employees, and has averaged annual gross receipts of fourteen million dollars (\$14,000,000) or less over the previous three years as certified by the State of California General Services Agency; **OR** shall mean any independently owned and operated business with an office located in Solano County, California and whose ownership is of at least 51% minority status and certified by one of the agencies recognized by the District; **OR** shall mean an independently owned and operated business with an office located in Solano County, California office and whose ownership is at least 51% female and certified by one of the agencies recognized by the District; **OR** shall mean an independently owned and operated business with an office located in Solano County,

California office and whose ownership is at least 51% disabled veteran and certified by one of the certifying agencies recognized by the District.

14. "Participation" shall mean that in using one or more SLDBE firms to satisfy the District's subcontracting goals in the execution of the contract.
15. "Prime Contractor" shall mean any person(s), firm, partnership, corporation, or joint venture that submits a bid to perform construction related work, and/or enters into a contract with the District.
16. "Project" shall mean a contract or series of contracts required to complete construction related work that meets prescribed occupancy and use criteria.
17. "Subcontractor" shall mean any individual, partnership, corporation or other legal entity entering into a contract with the prime contractor to perform a portion of the work or supply materials, services and equipment required to complete the project.
18. "Supplier" is a firm that owns, operates or maintains a warehouse, production facility or store in which the materials, supplies or equipment described in the Specifications and required under the contract are both kept in stock and regularly sold to the public in the usual course of business.

III. PROGRAM IMPLEMENTATION

Solano Community College District

The Solano Community College President or designee will assume primary responsibility for implementing and achieving the goals of the program, and review all aspects of the program's operations. The program requirements may be supported by District staff, the Measure Q Program Manager or another consultant as determined by the President.

Pilot Program

At this time there is insufficient information regarding the availability of construction-related businesses in Solano County eligible to be certified as Small, Local, and Diverse through State of California programs or as Disadvantaged Business Enterprises (DBE) by the U.S. Government Department of Transportation. While the District will be able to assemble lists of already certified firms located in Solano County, this will produce an important but limited understanding of the potential pool of firms that could participate in the District's Small, Local, and Diverse Business Program.

Therefore, as a first step in policy and program implementation, the District will begin with a two year Pilot SLDBE Program. The pilot program will allow the District to:

- Ascertain its current level of small, local, and diverse business inclusion
- Assemble complementary demographic business information regarding potential small, local and diverse firms
- Test the attainability of aspirational participation goals
- Test the efficacy of the strategic SLDBE programmatic measures to attract and utilize small, local and diverse Solano County construction firms

Program Goals

The District's SLDBE Program will have an aspirational goal of 25% for both prime and subcontracting Measure Q Bond Measure projects. This goal aligns with State of California Small Business Enterprise standards. During the two-year Pilot Program, the goal for SLDBE participation will be set at 15%. In addition, during the two-year Pilot Program SLDBE goal requirements will be achievable through the combined participation of certified Local, Small Businesses (SBEs) and/or certified Minority-owned Business Enterprises (MBEs) and/or certified Women-owned Business Enterprises (WBEs), and/or certified Disadvantaged Business Enterprises (DBEs), and/or certified Disabled Veteran-owned Business Enterprises (DVBEs) **located in Solano County**. At the conclusion of the two year pilot period, the District will complete a program review to evaluate the efficacy of its program methods, determine the attainability of the aspirational 25% participation goal and adjust the percentage accordingly. This will keep the program closely aligned with the realities of the Solano County business community.

1. Design Build: Overall project combined participation goal of 15% for Small, Local, and Diverse Businesses. The District will count one hundred percent (100%) of the materials, supplies and services purchased from SLDBEs towards reaching the combined 15% goal.
2. Other Construction Projects with estimated contract values of \$15,000 or more: 15% Small, Local, and Diverse Business contracting/subcontracting goal. However, for the small projects between \$15,000 and \$250,000, the contracting provisions will request contractors to consider the SLDBE program as an opportunity to assist the community but will not include a fixed 15% goal or require Good Faith Efforts. These projects typically are fast turnaround and a good faith effort is not always possible. The intent will be to solicit bids from small, local and diverse vendors to ensure that the 15% goal is met from a cumulative standpoint for the smaller projects. The District will count one hundred percent (100%) of the materials, supplies and services purchased from SLDBEs towards reaching the combined 15% goal.

Program Procurement

District Program Managers or their designees will include SLDBE requirements in their project specifications, bid documents and contracts. Likewise, SLDBE Program requirements will flow down appropriately to subcontractors and be included in bids, specifications and contracts with lower tier subcontractors. Prior to award, recommended contractors will be required to submit certification documents for all SLDBE businesses included in their bids. As the District is not a certifying agency, it will accept the certifications listed below.

List of Certifications Recognized by the District

- State of California Department of General Services (SBE, Microbusiness, DVBE)
- Federal Department of Transportation/California Department of Transportation
DBE, MBE, WBE

- California Unified Certification Program (CUPC)—All Member Agencies – DBE
- California Public Utilities Commission (CPUC) – MBE,WBE
- Western Region National Minority Supplier Development Council (MBE)
- Women Business Enterprise National Council (WBENC)

Program Compliance

1. Design Build (D/B) and Lease-Leaseback (LLB) Contract: As part of their response packages submitted to the District, Design Build and Lease-Leaseback teams will be required to include a plan for how they intend to meet the 15% SLDBE goal. Failure to include the plan in their packages may render their proposals non-responsive.

- The Construction Manager will monitor the Design Build or LLB team progress in achieving the 15% SLDBE goal throughout the contract and coordinate with the Bond Program Manager for overall program compliance. Each month project contractors will be required to submit monthly SLDBE contractor/subcontractor/supplier reporting sheets (Appendix A-Monthly SLDBE Report Form) that track and display contract expenditures with these firms.
- If the Design Build or LLB team fails to achieve its intended SLDBE goals by the conclusion of the project, the team will pay the District the difference in the contract dollars stated in its proposal that would be directed to SLDBEs and the actual amounts received by SLDBE firms over the course of the project, **OR** reasonably demonstrate why the aims of the proposal were not achieved.

2. Hard Bid Contract: General contractors bidding on District projects will be required to meet the 15% SLDBE goal by listing their small, local, and diverse subcontractors and/or suppliers on the SLDBE Bid Form (Appendix B-SLDBE Bid Form) and submitting this with their bid. Contractors who fail to meet the 15% SLDBE goal must submit evidence of having made a Good Faith Effort to attempt to achieve the 15% SLDBE goal:

- a. These contractors must submit the Good Faith Effort Checklist (Appendix C -GFE Checklist) with the bid;
- b. The apparent low bidder must submit Good Faith Effort Documentation within two business days after bid opening. Note: The participation of a general contractor that meets the criteria for SLDBE shall be counted toward the 15% goal. The District will count one hundred percent (100%) of the materials, supplies and services purchased from SLDBEs towards reaching the combined 15% goal.

3. Good Faith Effort (GFE) To Attain SLDBE Goals: District contractors will be expected to meet the District SLDBE Program goals. If SLDBE goals are met a Good Faith Effort will not be required. In order to award a contract to a prime contractor that has not met the SLDBE goals, the District will require them to undertake and document their Good Faith Efforts to meet the goals. Successful

bidders that do not achieve the SLDBE and use Good Faith Efforts to comply with the program will be required to submit their Good Faith Effort Documentation within two (2) business days after bid opening. The District or its designee will review these efforts and make a determination of whether the contractor made a Good Faith Effort to attain the goals. Failure to make a Good Faith Effort or to comply with these requirements will render the bid or solicitation submitted non-responsive.

- The Construction Manager will monitor the general contractor's progress in achieving the 15% SLDBE goal throughout the contract and coordinate with the Bond Program Manager for overall program compliance. Each month project contractors will be required to submit monthly SLDBE contractor/subcontractor reporting sheets that track and display contract expenditures with these firms.
- No SLDBE may listed on the general contractor's bid form may be substituted or removed from the contract or have its contract modified without prior written College approval.
- In the event of a SLDBE substitution, the general contractor must make a good faith effort to replace the substituted subcontractor with another SLDBE.
- If the general contractor fails to achieve its intended SLDBE goals by the conclusion of the project, the contractor will pay the College the difference in the contract dollars stated in its bid documents that would be directed to SLDBE and the actual amounts received by SLDBE firms over the course of the project OR provide a reasonable and documented explanation via a waiver of why all of the intended dollars were not expended to SLDBE firms.

4. Tracking and Reporting: The Construction Managers will track and report on their respective projects and expenditures directed to SLDBEs within the informal bidding program and coordinate with the Bond Program Manager for overall program compliance

5. Participation: All managers and contractors working on the District's Bond program will be expected to participate in good faith with the Small, Local, and Diverse Business Enterprise program. During the term of a contract any willful failure to comply with the participation goals agreed upon by a Design Build, Lease-Leaseback team or a low bidder shall be deemed a material breach of contract.

IV. Outreach Strategies

The District or its designee will utilize several strategies to ensure that the Solano County business community is aware of its intent to do business with small, local, and diverse firms. It will seek to keep local businesses informed of District opportunities and encourage firms to participate in the District's bidding and procurement processes.

Opportunity Identification

Those parties assigned responsibility for implementing the pilot program will meet with Measure Q Bond Project/Construction Managers to identify best inclusionary options for smaller, local and diverse construction contractors and suppliers based on construction delivery methods for each Bond bid package. They will create a series of 18 month look ahead plans throughout the course of the Bond program for:

1. District Bond construction opportunities below the \$4.5M PLA threshold.
2. Subcontracting and supplier opportunities within the PLA structure.
3. Contracting opportunities for small projects with a value between \$15,000 and \$250,000 that can be targeted to SLDBEs.

Business Engagement

The District or its designee will undertake at minimum the following outreach activities to ensure that small, local and diverse firms are informed of District bidding opportunities and are encouraged to participate in the District's procurements processes.

1. Assemble and generate appropriate information about specific Bond related bid opportunities – fact sheets, flyers, short descriptions for electronic messaging.
2. Generate an outreach schedule to align with upcoming Bond related contracting and supplies.
3. Disseminate information to outlets accessible to or targeted to local firms: websites, social media outlets, organization newsletters, newspapers, etc.
4. Host events to inform local firms of specific District opportunities as well as how to bid on those activities.
5. Facilitate matchmaking between general contractors and potential local subcontractors and suppliers.
6. Outreach to and partner with union affiliates to connect with smaller local signatory firms and encourage them to bid on District opportunities.
7. Obtain lists of local contractors and suppliers from other public agency databases, current Bond contractors and suppliers, chambers of commerce (including ethnic chambers), industry associations, veteran groups; complete direct email/phone/mail outreach to potential local contractors and suppliers to invite them to District outreach events and inform them of upcoming opportunities.
8. Incorporate outreach information into general SCC community outreach for Bond program; targeting local chambers of commerce and business organizations.

Tracking, Compliance Monitoring and Reporting

1. Solicit demographic information from current District Bond contractors and suppliers. Track and report information.

2. Solicit demographic information from all contractors and suppliers awarded contracts with District including lower tier subs.
3. Require District primes to track payments to SLDBEs including lower tier subcontractors and suppliers tied to monthly invoicing procedures.
4. PM to monitor compliance with SLDBE program requirements.
5. Establish a clear tracking and reporting structure to facilitate data collection and quarterly (or semi-annual) reporting on results of SLDBE participation.
6. Prepare periodic reports to the Board of Trustees regarding program achievements no less than annually.
7. Review Pilot Program after second year to ascertain efficacy of operations in attaining goals and propose changes to enhance program operations and goal attainment.

V. IMPLEMENTATION TIMELINE

March – April 2015

- Finalize and approve Program Parameters and Goals
- Identify Opportunities
- Generate Appropriate Bid and Contract Language
- Establish Outreach Schedule
- Begin Initial Outreach Activities
 - Identifying local contractors and suppliers: meet with general contractors and union affiliates to brief them on the program and obtain assistance in identifying local contractors and suppliers; mine lists from other public agencies, chambers of commerce, construction associations; create a local contractor and supplier contact list
 - Creating basic informational materials
- Track and report on program progress

April – June 2015

- Continue outreach activities
 - Host project information meetings or matchmaking sessions at pre-bids as appropriate
 - Disseminate upcoming Bond opportunities to local contractors and suppliers
 - Disseminate upcoming District purchasing opportunities to local firms
- Track and report on program progress

July – September 2015

- Continue outreach activities
 - Host project information meetings or matchmaking sessions at pre-bids as appropriate
 - Disseminate upcoming Bond opportunities to local contractors and suppliers
 - Disseminate upcoming District purchasing opportunities to local firms
- Track and report on program progress

October – December 2015

- Continue outreach activities
 - Host project information meetings or matchmaking sessions at pre-bids as appropriate
 - Disseminate upcoming Bond opportunities to local contractors and suppliers
 - Disseminate upcoming District purchasing opportunities to local firms
- Track and report on program progress

Appendices

- Appendix A – Monthly Invoicing Report
- Appendix B - Bid Information
- Appendix C - Good Faith Effort Checklist Sheet

GOOD FAITH EFFORT CHECKLIST SHEET

To be completed by all Bidders who do not achieve SLDBE participation goals

Name of Bidder (please print legibly)

PLEASE INITIAL TO INDICATE EACH ACTION TAKEN.

_____ Bidder attended pre-solicitation or pre-bid meeting scheduled by Solano Community College District

_____ Bidder identified and selected specific items of project for which the contract will be awarded to be performed by SLDBE.

_____ Bidder advertised, not less than 10 calendar days before the bid opening date in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media, as specified by Solano Community College, for SLDBEs interested in participating in the project.

Name of publication in which advertisement was placed

Date advertisement appeared

_____ Bidder provided written notice of his/her interest in bidding on the contract to SLDBEs at least 10 calendar days prior to the opening of bids.

_____ Bidder followed up initial solicitations of interest by contacting SLDBEs to determine, with certainty, whether enterprises were interested in performing specific items of the project.

- _____ Bidder provided interested SLDBEs with information about the plans, specifications, and requirements for the selected subcontracting of material supply work.

- _____ Bidder requested assistance from community organizations; SLDBE contractor groups; veterans groups; local, state or federal disadvantaged business assistance officers; and/or other organizations that provide assistance in the recruitment and placement of SLDBEs as they are available.

- _____ Bidder negotiated in good faith with SLDBEs and did not unjustifiably reject as unsatisfactory bids prepared by any SLDBEs.

Bidder certifies that all actions marked on the checklist were performed by the Bidder prior to the bid opening date. Failure to complete the above checklist may result in finding the proposal to be non-responsive, subject to the Solano Community College’s determination. This checklist is provided as a courtesy to the bidder and is not intended to be a waiver of or modification to any of the Specifications included in the Contract Specifications or in other Contract documents, including but not limited to the SLDBE Program. Each bidder must comply with all Specifications and Contract documents. The undersigned states that the representations made herein are made under penalty of perjury.

Name of Authorized Firm Representative (Please Print)	Title
Signature of Authorized Firm Representative	Date

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

TO: Members of the Governing Board

SUBJECT: CONSULTING AGREEMENT BETWEEN THE ASSOCIATED STUDENTS OF SOLANO COLLEGE (ASSC) AND HERMETAS


REQUESTED ACTION: APPROVAL

SUMMARY

The purpose of this agreement is for Hermetas to provide the ASSC with services consisting of consultation on the rights regarding the Student Center, funds expended from Fund 71 and Fund 73, and on any actions pursued by ASSC in order to exercise, retain and/or reserve those rights.

ASSC requests Board approval of this consulting contract at this time.

A copy of the agreement is available in the Office of the Superintendent-President.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
_____ Rischa Slade, JD Director of Student Life _____ PRESENTER'S NAME		 _____ JOWEL C. LAGUERRE, Ph.D. Superintendent-President <i>Leslie Minor for Jowel Laguerre</i>
_____ 4000 Suisun Valley Road Fairfield, CA 94534 _____ ADDRESS		
_____ (707) 863-7839 _____ TELEPHONE NUMBER		
_____ Administration _____ ORGANIZATION		
_____ March 24, 2015 _____ DATE SUBMITTED TO		_____ March 24, 2015 _____ DATE APPROVED BY SUPERINTENDENT-PRESIDENT

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 15th day of January, 2015.

BETWEEN

Associated Students Solano College
(the "Customer")

- AND -

Hermetas
(the "Consultant").

BACKGROUND:

1. The Customer is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the Customer.
2. The Consultant is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

3. The Customer hereby agrees to engage the Consultant to provide the Customer with services (the "Services") consisting of consultation on the rights of the Customer regarding the Student Center, funds expended from Fund 71 and Fund 73, as defined by the California Community Colleges Chancellor's Office's Budget and Accounting Manual, and on any actions pursued by the Customer in order to exercise retain and/or reserve those rights.
4. The Customer will also receive the Consultant's PrePaid ParliPro Service until the end of this agreement.
5. The Services will also include any other tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Customer.

Term of Agreement

6. The term of this Agreement (the "Term") will begin on the date this Agreement is approved by both parties and will remain in full force and effect until sixty (60) days thereafter or completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

7. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide thirty (30) days notice to the other Party.

Performance

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

10. For the services rendered by the Consultant as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Consultant of \$4,000.

11. The Compensation will be payable upon demand, while this Agreement is in force.

12. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Customer in addition to the Compensation.

13. Travel will be paid to the Consultant by the Customer in the amount of 55.6 cents per mile.

Additional Compensation

14. In addition to the Compensation, the Consultant will be entitled compensation as agreed by the Consultant and the Customer.

15. The Customer agrees to provide, for the use of the Consultant in providing the Services, the following extras:

- All access to information necessary to the complete job.

Reimbursement of Expenses

16. The Consultant will be reimbursed for expenses incurred by the Consultant in connection with providing the Services of this Agreement.

Payment Penalties

17. In the event that the Customer does not comply with the rates, amounts, or payment dates provided in this Agreement, a late payment penalty will be charged as follows:

18. The Customer will pay a surcharge on any late payment in the amount of 18% per annum of the late amount.

Confidentiality

19. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that which is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

20. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement.

21. All written and oral information and materials disclosed or provided by the Customer to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

Non-Competition

22. Other than with the express written consent of the Customer, which will not be unreasonably withheld, the Consultant will not, during the continuance of this Agreement or within three (3) months after the termination of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Customer, divert or attempt to divert from the Customer any business the Customer has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

Non-Solicitation

23. Any attempt on the part of the Consultant to induce to leave the Customer's employ, or any effort by the Consultant to interfere with the Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer.

24. The Consultant agrees that, during the term of this Agreement, the Consultant will not in any way directly or indirectly:

- induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;
- otherwise interfere with or disrupt the Customer's relationship with its employees or other service providers;
- discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other service providers; or
- solicit, entice, or hire away any employee or other service provider of the Customer.

Ownership of Materials and Intellectual Property

25. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Consultant. The Customer is granted a non-exclusive limited-use license of this Intellectual Property.

26. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

Return of Property

27. Upon the expiry or termination of this Agreement, the Consultant will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

Capacity/Independent Contractor

28. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

29. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

Associated Students Solano College
1400 Building
4000 Suisun Valley Road
Fairfield, CA 94534
(707) 864-7000

Hermetas
1803 Pine In
Oak Harbor, WA 98277
Phone (760) 563-2699
Email: info@hermetas.com

or to such other address as any Party may from time to time notify the other.

Limitation of Liability

30. It is understood and agreed that the Consultant will not be liable to the Customer, or any agent or associate of the Customer, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

Dispute Resolution

31. In the event a dispute arises out of or in connection with this Agreement, the Parties will

attempt to resolve the dispute through friendly consultation.

32. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of California. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

Costs and Legal Expenses

33. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

34. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Assignment

35. The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

36. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

37. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

38. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

39. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

40. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

41. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

42. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this 15th day of January, 2014.

Associated Students of Solano College (Customer)

Hermetas (Consultant)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEASURE G BOND, CLOSE-OUT PLAN
REQUESTED ACTION: INFORMATION

SUMMARY:

Measure G is the District’s \$124 Million General Obligation bond, passed by voters in 2002. Measure G funds were used by the District to renovate aging campus buildings, complete needed safety and infrastructure improvements, modernize classrooms, and construct new buildings as required by the District to better serve the community. With additional sources of funding, including interest, the District was able to leverage those funds to construct over forty-two (42) projects, valued at over \$150 million dollars. Highlights of the Measure G Bond Program include:

- The construction of a new District “Center” in each of the communities of Vacaville and Vallejo. Each Center serves approximately 1,200 students and includes over 60,000 square feet of instructional space combined.
- Construction of a Student Services Building on the Fairfield Campus, which consolidated the student support services under a single roof.

CONTINUED ON NEXT PAGE

Government Code: Board Policy: Estimated Fiscal Impact: N/A Measure G Funds

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leigh Sata
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Administration
ORGANIZATION

March 20, 2015

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

Leslie minor for Jowel Laguerre

March 20, 2015

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: MEASURE G BOND, CLOSE-OUT PLAN

REQUESTED ACTION: INFORMATION

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

- Support for student athletes and the Physical Education department with the renovation of the Gymnasium and the creation of a new entry plaza, as well as improvements to playing fields.
- New equipment for Nursing, Social Science and a modernization of their facilities.
- Improvements to the utility infrastructure to improve safety and maintenance, as well as accessibility improvements and Americans with Disabilities Act (ADA) upgrades to meet new codes.
- Modernization of Building 600, including the Board Room. The Board Room includes state of the art audio-visual systems that leverage existing information technology infrastructure and is linked to other classrooms on campus and at the Centers. The technology facilitates “distance learning” by connecting students virtually and allowing the District to consolidate teaching resources to create efficiency. Building 600 is the final major Measure G project.

With Measure G nearing completion, close-out activity will include:

- The Board will be asked to approve the final Measure G Bond Spending Plan (BSP) at the April 15 Board meeting, a draft of which is attached. The BSP was reconciled to the latest audited financial report (FY 2013-14) and two line items, one for minor capital improvement projects and one for program reserve is included.
- The Board will be asked to approve staff’s recommendation for Program Reserve in the coming months.
- A “Measure G Report to the Community” will be developed and distributed throughout the County before June 30, 2015.
- The final Measure G audit for FY 2014-15 will be presented to the Board for approval not later than March 31, 2016.