

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

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

EMPLOYMENT 2018-2019

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Carmine Disu	Accounting Specialist I	08/16/18
Barbara Hokoana-Rojas	Accounting Specialist I	08/27/18

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
John Flores	Adjunct Instructor – Chemistry (not to exceed 67%)	08/09/18
Brenda Gonzalez	Adjunct Instructor – Counseling (not to exceed 67%)	08/16/18
Zarina Munshi	Adjunct Instructor – Chemistry (not to exceed 67%)	08/09/18
Kristieen Rodriguez	Adjunct Instructor – Counseling (not to exceed 67%)	08/16/18
Sharlice Wright	Adjunct Instructor – Counseling (not to exceed 67%)	08/16/18

Mary Jones
Human Resources

August 3, 2018
Date Submitted

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

August 15, 2018
Date Approved

Full Time Temporary Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Richard Sam Graves	Anatomy Instructor, Fall 2018	08/09/18 – 12/31/18

Released Time

<u>Name</u>	<u>Assignment</u>	<u>% Release Time</u>	<u>Effective</u>
Sarah Donovan	Release Assignment – Math Success Coordinator	40%	08/16/18 – 06/30/21

Out of Class

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Taylor Ercole	Warehouse Operator	08/07/2018 – 08/15/2018	\$47.04 Total

Reclassification – District Initiated

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Dawna Murphy	Reclassified from Accounting Specialist II-AP/Bond to Accountant	07/01/18

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Nicholas Cary	CTE Special Projects	Strong Workforce	07/01/18 – 12/03/18	\$25.00 hr.
Amy Dauffenbach	TRIO Counselor	TRIO Program	07/23/18 – 08/10/18	\$69.05 hr.
Andre Williams	Welding Lab Assistant	Strong Workforce	07/02/18 – 12/31/18	\$17.72 hr.

TERMINATIONS

<u>Employee ID</u>	<u>Assignment</u>	<u>Effective</u>
102674906	Director, Financial Aid	08/03/18

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Krystina Hockman	Administrative Assistant III	09/14/18

**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>
Ken Hein	Lighting Design for Curious Incident of the Dog in the Night-Time, Fall 2018 play.	July 19, 2018 – October 31, 2018	Not to exceed \$2,000.00

Student Services
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Melody Stockwell	Maintenance of Official Solano College Athletics Presto website.	August 16, 2018 – June 30, 2019	Not to exceed \$5,000.00

Robert V. Diamond
Vice President, Finance & Administration

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

August 3, 2018
Date Submitted

August 15, 2018
Date Approved

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

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

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

SUMMARY:

07/02/18	Vendor Payments	2511087584	\$91,563.52
07/02/18	Vendor Payments	2511087585-2511087588	\$164,614.96
07/02/18	Vendor Payments	2511087589-2511087593	\$142,180.54
07/02/18	Vendor Payments	2511087594-2511087691	\$834,728.32
07/09/18	Vendor Payments	2511087692-2511087696	\$172,013.86
07/09/18	Vendor Payments	2511087697-2511087707	\$1,076,564.70
07/09/18	Vendor Payments	2511087708-2511087764	\$440,733.18

CONTINUED ON 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: _____

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$9,219,510.32</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Finance and Administration

VICE PRESIDENT APPROVAL

August 3, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 15, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

07/16/18	Vendor Payments	2511087765-2511087886	\$1,513,408.53
07/19/18	Vendor Payments	2511087887-2511087963	\$18,514.75
07/23/18	Vendor Payments	2511087964-2511088033	\$276,221.80
07/24/18	Vendor Payments	2511088034-2511088035	\$2,252.81
07/24/18	Vendor Payments	2511088036-2511088045	\$3,860,511.96
07/25/18	Vendor Payments	2511088046-2511088100	\$167,840.30
07/31/18	Vendor Payments	2511088101-2511088148	\$236,405.03
07/31/18	Vendor Payments	2511088149	\$25.79
07/31/18	Vendor Payments	2511088150-2511088151	\$5,042.04
07/31/18	Vendor Payments	2511088152-2511088154	<u>\$216,888.23</u>
TOTAL:			\$9,219,510.32

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

TO: Members of the Governing Board

SUBJECT: DONATIONS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

<u>NAME AND ADDRESS</u>	<u>ITEM AND ESTIMATED VALUE</u>	<u>RECEIVING DEPARTMENT</u>
Ralph Caggiano 5429 La Salle Way Vallejo, CA 94591	1999 Pontiac Grand Prix \$500	Auto Technology

Acceptance of this donation is recommended at this time.

STUDENT SUCCESS IMPACT:

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

<i>Government Code:</i>	<i>Board Policy: 3350</i>	<i>Estimated Fiscal Impact: \$ In Kind Gifts</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
Finance & Administration

VICE PRESIDENT APPROVAL

August 3, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 15, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **RESIGNATION TO RETIRE**

REQUESTED ACTION:

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

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Belinda Silva-Attianese	Full-Time Professor – Cosmetology 21 years and 7 months of service at SCC	08/01/18

STUDENT SUCCESS IMPACT:

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

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

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

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 3, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

August 15, 2018
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: PUBLIC HEARING OF OPERATING
ENGINEERS/STATIONARY ENGINEERS, LOCAL 39,
INITIAL PROPOSAL TO THE DISTRICT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

In accordance with Government Code Section 3547, the public is entitled to comment on such proposal at a public hearing. The hearing will provide members of the public with an opportunity to express their views regarding the proposal.

Operating Engineers/Stationary Engineers, Local 39, will open the following articles.

- Article 14, Pay and Allowances

After sufficient time has been allotted for public response, it is recommended that the Board President close the hearing, and reconvene the regular meeting.

The contract proposal is attached.



Stationary Engineers, Local 39

INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO

JERRY KALMAR

Business Representative

June 29, 2018

Sent Via U.S. Certified Mail

7016 0750 0000 3128 9403

And via email: Celia.Esposito-Noy@solano.edu

Celia Esposito-Noy
Superintendent - President
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534-3197

Dear Ms. Esposito-Noy,

This letter is to notify you of the Union's desire to re-open the below articles in the bargaining unit agreement between Solano Community College and International Union of Operating Engineers, Stationary Local 39.

- **Article 14, Pay and Allowances**

As per Article 14.2 of the current bargaining unit agreement, Local 39 is requesting the opportunity to meet and confer as defined by this article. I have included this article below for your reference:

14.2 *The parties agree to reopen Article 14 on July 1, 2018 and July 1, 2019 for negotiations over compensation increases. Compensation increases shall be established by the bucket system approach, provided the other District's bargaining units also agree to the bucket system. If the bucket system is not in place for all bargaining units, Local 39 and Solano Community College shall negotiate through traditional negotiations.*

14.2.1. *Bucket System: Local 39 agrees to participate with Solano Community College District and the other SCCD bargaining groups to establish the terms and conditions of the bucket system.*

To prevent delay in negotiating compensation increase, Stationary Engineers - Local 39 requests that the above mentioned Article is added to the next SCCD Governing Board Meeting.

Please contact me with proposed meeting dates/times at your earliest opportunity.

Sincerely,

Stan Eichenberger
Business Representative

SE:tt:UOE#39/afl-cio

cc: Mary Jones, Solano College HR Consultant, via email: Mary.Jones@solano.edu
Salvatore Abbate, Solano College HR Manager, via email: Salvatore.Abbate@solano.edu

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PUBLIC HEARING OF SOLANO COMMUNITY COLLEGE DISTRICT, BARGAINING PROPOSAL TO THE OPERATING ENGINEERS/STATIONARY ENGINEERS, LOCAL 39, ON INTERESTS

REQUESTED ACTION:

- Information OR Approval
Consent OR Non-Consent

SUMMARY:

At the Board meeting on July 18, 2018, the Governing Board received the District's initial proposal of interest to the Operating Engineers/Stationary Engineers, Local 39.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code:3547 Board Policy:2010 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
NOT REQUIRED TABLE

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 3, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

August 15, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: **Members of the Governing Board**

SUBJECT: **PUBLIC HEARING OF SOLANO COMMUNITY COLLEGE DISTRICT, BARGAINING PROPOSAL TO THE OPERATING ENGINEERS/STATIONARY ENGINEERS, LOCAL 39, ON INTERESTS**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

In accordance with Government Code Section 3547, the public is entitled to comment on such proposal at a public hearing. The hearing will provide members of the public with an opportunity to express their views regarding the proposal.

The District's proposal to the Operating Engineers/Stationary Engineers, Local 39, to work with Local 39 on the following interest.

The District's interest is in the review, reorganization and reconsideration of all contract articles.

After sufficient time has been allotted for public response, it is recommended that the Board President close the hearing, reconvene the regular meeting and accept the District's proposal for negotiations.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONSIDERATION OF SUPERINTENDENT-PRESIDENT
CONTRACT AND COMPENSATION

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Consideration of Superintendent/President contract and compensation.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 70902, 72000; Govt. Code 54957 Board Policy/Procedure: 2045; Est. Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 3, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

August 15, 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 EPC GROUP FOR
PROFESSIONAL SERVICES FOR THE IT
INFRASTRUCTURE PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On October 4, 2017, the Board approved a contract to EPC Group to provide professional IT consulting services for upgrade of the District’s email system for the IT Infrastructure Upgrade Project. The District is in the process of migrating its email services from the District server to the cloud with Office 365’s Exchange Online. A proposal was requested from EPC Group to assist with this “re-migration”. The submitted fee proposal was evaluated and determined to be appropriate and reasonable for the services required.

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: \$9,062.50 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

August 3, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 15, 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 EPC GROUP FOR
PROFESSIONAL SERVICES FOR THE IT
INFRASTRUCTURE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

EPC Group's proposal allows for 62.5 hours of consulting for this work, for a fee not to exceed \$9,062.50.

Contract Summary:

\$ 26,825.00 Original Contract Amount
\$ 0 Previously Approved Amendments
\$ 9,062.50 Proposed Amendment #1
\$ 35,887.50 New Contract Amount, including Amendment #1

The Governing Board is asked to approve contract Amendment #1 to EPC Group in an amount not to exceed \$9,062.50.

The contract amendment 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 **EPC Group** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated October 4, 2017, for services related to **IT Infrastructure Project – Upgrade District Email System** ("Project"); and

WHEREAS, District and Consultant desire to amend the Agreement to add services to assist with migration/ "re-migration" of District's email system to Office 365's Exchange Online.

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, first paragraph is amended to read:
Compensation. District agrees to pay consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty Five Thousand Eight Hundred Eighty Seven Dollars and Fifty Cents (\$35,887.50), which is the total of the original contract amount of \$26,825.00 and Amendment #1 in the amount of \$9,062.50.
2. Exhibit "A" is amended to add the following:
Amendment #1 Services:
 1. Re-migrate the District's Exchange 2010 mailboxes to Office 365's Exchange Online.
 2. Up to 62.5 hours are allowed for the work.
3. The term of the Agreement shall be extended until the Project has been completed, but in no event later than October 30, 2018, subject to further extension by agreement of the parties.
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

**SOLANO COMMUNITY COLLEGE
DISTRICT**

By: _____

Print Name: Lucky Lofton

Print Title: Executive Bonds Manager

Dated: _____, 2018

EPC GROUP

By: _____

Print Name: _____

Print Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO ELLIS & ELLIS SIGN SYSTEMS
FOR CONSTRUCTION SERVICES FOR THE BUILDING
1200 SIGNAGE PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Ellis & Ellis Sign Systems, for the Building 1200 Signage Project, a Small Capital Project. The scope of work includes all labor, materials, equipment, and supplies necessary for the design/installation of additional interior directional signs and new exterior building signs per the District Standards.

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: \$8,179.81 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
VP, Finance & Administration

VICE PRESIDENT APPROVAL

August 3, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

August 15, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

AGENDA ITEM 13.(f)
MEETING DATE August 15, 2018

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO ELLIS & ELLIS SIGN SYSTEMS
FOR CONSTRUCTION SERVICES FOR THE BUILDING
1200 SIGNAGE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A Request for Proposal was issued to four qualified signage companies and proposals were due by July 31, 2018. Only one proposal was received, from Ellis & Ellis Sign Systems. The proposal was evaluated and the proposed fee was determined to be reasonable for the work requested.

The Board is asked to approve a contract to Ellis & Ellis Sign Systems in the amount of \$8,179.81.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AMENDMENT TO CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE AND CHILD
START, INC.

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

An Amendment to an existing agreement between Solano Community College District and Child Start, Inc. is being presented for review and approval by the Governing Board. The approval of this Amendment benefits the nursing program at Solano Community College by ensuring that the existing agreement complies with CCR for the Board of Registered Nursing, §1427. Clinical Facilities (c) (4). A copy of the Amendment will be attached to the existing agreement and 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 Child Start, Inc.

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

Shirley Lewis, J.D.
Interim Dean, School of Health Sciences

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

TELEPHONE NUMBER

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

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

VICE PRESIDENT APPROVAL

August 15, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

August 3, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

AMENDMENT
TO
CLINICAL EXPERIENCE AGREEMENT
BETWEEN
Child Start, Inc. and
Solano Community College

This Amendment of the Clinical Experience Agreement (*AGREEMENT*) is entered as of August 16, 2018 (the "Effective Date"), by and between Child Start, Inc. (*AGENCY*) and Solano Community College (*SCHOOL*).

RECITALS

- A. *AGENCY* and *SCHOOL* entered into a Clinical Experience Agreement dated December 22, 2016, pursuant to which students participating in *SCHOOL*'s programs may use the facilities of *AGENCY* for clinical experiences. All capitalized terms used but not defined herein shall have the meanings assigned to them in the *AGREEMENT*. The *AGREEMENT* expires by its terms on December 22, 2019.
- B. The parties wish to amend the *AGREEMENT* as set forth herein.

NOW, THEREFORE, the parties agree to modify the original Agreement as follows:

- 1. The following constitutes additional terms and conditions of the Agreement, to assure compliance with California Code of Regulations §1427. Clinical Facilities (c) (4):

AGENCY'S RESPONSIBILITIES:

STAFFING. *AGENCY* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *AGENCY*.

- 2. **NO OTHER CHANGES.** Except as set forth in this Amendment, no other modifications are being made to the *AGREEMENT*, and the *AGREEMENT* shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below, to be effective as of the Effective Date.

AGENCY

SCHOOL

Child Start, Inc.

Solano Community College

By:

By:

Title: Executive Director

Celia Esposito-Noy, Ed.D.

Title: Superintendent-President

Date:

Date:

**AMENDMENT
TO
CLINICAL EXPERIENCE AGREEMENT
BETWEEN**

**John Muir/Mt. Diablo Health System and
Solano Community College**

This Amendment of the Clinical Experience Agreement (*AGREEMENT*) is entered as of August 16, 2018 (the "Effective Date"), by and between John Muir/Mt Diablo Health System d.b.a., Mt. Diablo Medical Center (*AGENCY*) and Solano Community College (*SCHOOL*).

RECITALS

- A. *AGENCY* and *SCHOOL* entered into a Clinical Experience Agreement dated December 12, 2002, pursuant to which students participating in *SCHOOL*'s programs may use the facilities of *AGENCY* for clinical experiences. All capitalized terms used but not defined herein shall have the meanings assigned to them in the *AGREEMENT*. The *AGREEMENT* remains in effect until terminated by either party with at least ninety (90) days written notice to the other.
- B. The parties wish to amend the *AGREEMENT* as set forth herein.

NOW, THEREFORE, the parties agree to modify the original Agreement as follows:

- 1. The following constitutes additional terms and conditions of the Agreement, to assure compliance with California Code of Regulations §1427. Clinical Facilities (c) (4):

AGENCY'S RESPONSIBILITIES:

STAFFING. *AGENCY* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *AGENCY*.

- 2. **NO OTHER CHANGES.** Except as set forth in this Amendment, no other modifications are being made to the *AGREEMENT*, and the *AGREEMENT* shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below, to be effective as of the Effective Date.

AGENCY

SCHOOL

Mt. Diablo Medical Center

Solano Community College

By:

By:

Celia Esposito-Noy, Ed.D.

Title:

Title: Superintendent-President

Date:

Date:

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

TO: Members of the Governing Board

SUBJECT: **AMENDMENT TO CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE AND SOLANO
DIALYSIS ACCESS CENTER.**

REQUESTED ACTION:

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

SUMMARY:

An Amendment to an existing agreement between Solano Community College District and Solano Dialysis Access Center is being presented for review and approval by the Governing Board. The approval of this Amendment benefits the nursing program at Solano Community College by ensuring that the existing agreement complies with CCR for the Board of Registered Nursing, §1427. Clinical Facilities (c) (4). A copy of the Amendment will be attached to the existing agreement and 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 Solano Dialysis Access Center.

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**

Shirley Lewis, J.D.
Interim Dean, School of Health Sciences

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 3, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 15, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AMENDMENT
TO
CLINICAL EXPERIENCE AGREEMENT
BETWEEN
Solano Dialysis Access Center and
Solano Community College

This Amendment of the Clinical Experience Agreement (*AGREEMENT*) is entered as of August 16, 2018 (the "Effective Date"), by and between Solano Dialysis Access Center (*HOSPITAL*) and Solano Community College (*SCHOOL*).

RECITALS

- A. *HOSPITAL* and *SCHOOL* entered into a Clinical Experience Agreement dated January 19, 2017, pursuant to which students participating in *SCHOOL*'s programs may use the facilities of *HOSPITAL* for clinical experiences. All capitalized terms used but not defined herein shall have the meanings assigned to them in the *AGREEMENT*. The *AGREEMENT* expires by its terms on January 19, 2020.
- B. The parties wish to amend the *AGREEMENT* as set forth herein.

NOW, THEREFORE, the parties agree to modify the original Agreement as follows:

- 1. The following constitutes additional terms and conditions of the Agreement, to assure compliance with California Code of Regulations §1427. Clinical Facilities (c) (4):

HOSPITAL'S RESPONSIBILITIES:

STAFFING. *HOSPITAL* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HOSPITAL*.

- 2. **NO OTHER CHANGES.** Except as set forth in this Amendment, no other modifications are being made to the *AGREEMENT*, and the *AGREEMENT* shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below, to be effective as of the Effective Date.

HOSPITAL

SCHOOL

Solano Dialysis Access Center

Solano Community College

By:

By:

Celia Esposito-Noy, Ed.D.

Title: Center Manager

Title: Superintendent-President

Date:

Date:

AMENDMENT
TO
CLINICAL EXPERIENCE AGREEMENT
BETWEEN
Solano Hematology Oncology, Inc. and
Solano Community College

This Amendment of the Clinical Experience Agreement (*AGREEMENT*) is entered as of August 16, 2018 (the "Effective Date"), by and between Solano Hematology Oncology, Inc. (*HEALTH CENTER*) and Solano Community College (*SCHOOL*).

RECITALS

- A. *HEALTH CENTER* and *SCHOOL* entered into a Clinical Experience Agreement dated September 20, 2017, pursuant to which students participating in *SCHOOL*'s programs may use the facilities of *HEALTH CENTER* for clinical experiences. All capitalized terms used but not defined herein shall have the meanings assigned to them in the *AGREEMENT*. The *AGREEMENT* expires by its terms on September 19, 2020.
- B. The parties wish to amend the *AGREEMENT* as set forth herein.

NOW, THEREFORE, the parties agree to modify the original Agreement as follows:

- 1. The following constitutes additional terms and conditions of the Agreement, to assure compliance with California Code of Regulations §1427. Clinical Facilities (c) (4):

HEALTH CENTER'S RESPONSIBILITIES:

STAFFING. *HEALTH CENTER* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HEALTH CENTER*.

- 2. **NO OTHER CHANGES.** Except as set forth in this Amendment, no other modifications are being made to the *AGREEMENT*, and the *AGREEMENT* shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below, to be effective as of the Effective Date.

HEALTH CENTER

SCHOOL

Solano Hematology Oncology, Inc.

Solano Community College

By:

By:

Celia Esposito-Noy, Ed.D.

Title: President

Title: Superintendent-President

Date:

Date:

ADVENTIST HEALTH, VALLEJO

Clinical Experience Agreement

This Agreement is between Adventist Health, Vallejo (hereinafter referred to as HOSPITAL. and Solano Community College (hereinafter referred to as 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 Program 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 the 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

Adventist Health Vallejo
Attn: Kevin Gerber
Assistant Vice President of Behavioral Health Services
525 Oregon Street
Vallejo, CA 94590

School

Solano Community College Nursing Department
Attn: Erin Craig, MS, RN, CNS-BC, PMHNP-BC, Director of Nursing
4000 Suisun Valley Road, Fairfield, CA 94534
707-864-7108

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 August 16, 2018 and shall continue until August 15, 2019. 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

Adventist Health, Vallejo Center for Behavioral Health

Date: _____

By: _____
Kevin Gerber, Assistant Vice President of Behavioral Health Services,
Adventist Health Vallejo

Date: _____

By: _____
Martha Bruce, Regional Director of Patient Care Services, Behavioral Health
Services, Adventist Health Vallejo

Solano Community College

Date: _____

By: _____
Celia Esposito-Noy, Ed.D.
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.**