

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES**

**REQUESTED ACTION: APPROVAL**

---

**EMPLOYMENT 2023-2024**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Pace Freeman	Custodian	11/02/2023

**Temporary Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Robin Sloan	From Student Services Generalist to Transfer Center Coordinator	12/01/2023

**District Resignation**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Diana Khateeb	Non-Sworn Public Safety Officer 4 months of service at SCC	10/16/2023

**Short-Term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Sandra Atoigue	Custodian	General	11/27/23-06/30/24	\$15.68/hr.
Kathleen Callison	Program Review/Curriculum Development	Strong Workforce	09/26/23-02/29/24	\$69.05/hr.
Karen Cook	Welcome Day Student Activities	Student Retention & Outreach	08/09/23-08/09/23	\$500.00 (Lump Sum)
Karen Cook	Makerspace Marketing	Strong Workforce	09/01/23-12/31/23	\$78.90/hr.

---

**Salvatore Abbate**  
Human Resources

---

October 19, 2023  
**Date Submitted**

---

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

---

November 1, 2023  
**Date Approved**

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

November 1, 2023

Page 2

**Short-Term/Temporary/Substitute (continued)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Briana Estrada	Student Services Assistant II	BFAP/SFAA	11/16/23-06/30/24	\$18.91/hr.
Douglas Green	Makerspace Marketing	Strong Workforce	09/01/23-12/31/23	\$78.90/hr.
Anele Ngcongo	Administrative Assistant III	General	11/02/23-06/30/24	\$18.91/hr.
Deloris Paschal	Student Services Generalist	SEA	09/21/23-06/30/24	\$18.91/hr.
Michael Reilly	Applied Music Instruction - Vocal	General	09/26/23-12/05/23	\$400.00 (Lump Sum)
Ramon V Tangiera Jr	Custodian	General	11/02/23-06/30/24	\$15.68/hr.

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: PERSONAL SERVICES AGREEMENTS AND CONTRACTS  
UNDER \$50,000**

**REQUESTED ACTION: APPROVAL**

---

**PERSONAL SERVICES AGREEMENTS**

**Student Services**  
**Lisa Neeley, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Kailey Barandas	Vendor to provide 15-minute chair massages to student and SCC employees veterans and active-duty service member students for Veterans Appreciation Day on 11/8/23. Cost is \$100 per hour, not to exceed four hours; vendor will provide massage chairs and supplies.	11/08/23-11/08/23	Not to exceed \$400.00
Karla VonMuhlfled	Vendor to provide 15-minute chair massages to student and SCC employees veterans and active-duty service member students for Veterans Appreciation Day on 11/8/23. Cost is \$100 per hour, not to exceed four hours; vendor will provide massage chairs and supplies.	11/08/23-11/08/23	Not to exceed \$400.00

**Technology Services and Support**  
**Jon Cornelison, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Scott Simpkins	Consultant to provide Banner SaaS related change management material preparation and communications.	10/01/23-06/30/24	Not to Exceed \$6,500.00

---

**Susan Wheet**  
Vice President,  
Finance & Administration

---

October 19, 2023  
**Date Submitted**

---

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

---

November 1, 2023  
**Date Approved**

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: DISPOSITION, TRANSFER OR TRADE-IN OF CAMPUS EQUIPMENT**

**REQUESTED ACTION:**

☐ Information    OR    ☒ Approval  
☒ Consent    OR    ☐ Non-Consent

---

In compliance with the 81000 series of the California Education Code for appropriate disposition methods and/or restrictions, staff is requesting approval of authorizing the disposal the equipment identified below which are unsatisfactory for retention and no longer suitable for school use.

**SUMMARY:**

<u>Asset Number</u>	<u>Description</u>	<u>Location</u>	<u>Original Value</u>
N/A	Refrigerator	Nursing	Unknown

Acceptance of this disposal 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: N/A</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>TABLE</b>

**Susan Wheet**  
Vice President,  
Finance & Administration

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

October 20, 2023

**Date Submitted**

November 1, 2023

**Date Approved**

# SOLANO COMMUNITY COLLEGE DISTRICT

## Disposition, Transfer or Trade-In of College Equipment

It is requested that the equipment inventory records for the listed equipment be adjusted as follows:  
(check only one reason)

- ☐ Returned to vendor (attach to yellow copy of approved form)  
☐ Lost or stolen (attach copy of theft report form)  
☐ To be sold as surplus  
☒ To be destroyed or broken up for parts  
☐ Trade-in or sale in lieu of trade-in list P.O. number and vendor

\_\_\_\_\_ Transfer to (location)

Bldg No. \_\_\_\_\_ Room No. \_\_\_\_\_

Comment \_\_\_\_\_

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
None	Old inoperable refrigerator in Nursing break room (807A)		

Action Performed by Sheila Hudson (Pearson's Appliance & TV to haul away) Date 10/6/23

Division or Organizational Unit Health Sciences - Nursing

Approved by Sheila Hudson *Sheila Hudson* 10/6/23  
Unit Manager or Division Dean

Distribution :

Original to District Director of Facilities

Duplicate for your files

For District Facilities Office Use

For Surplus Items:

Board authorization to sell \_\_\_\_\_

Invoice/receipt number and date \_\_\_\_\_

Fixed Asset - 02  
8.00

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

**TO: Members of the Governing Board**

**SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION  
SERVICES FOR THE FAIRFIELD PARKING LOT  
ENHANCEMENT PROJECT**

**REQUESTED ACTION:**

☐ Information OR ☒ Approval  
☒ Consent OR ☐ Non-Consent

**SUMMARY:**

Board approval is requested for the Fairfield Parking Lot Enhancement Project Notice of Completion. On July 19<sup>th</sup>, 2023, a Contract was awarded to Arthulia, Inc. for the FF Parking Lot Enhancements Project.

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

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

**STUDENT SUCCESS IMPACT:**

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

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

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

Lucky Lofton  
Vice President, Facilities & Executive Bonds Manager

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

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Lucky Lofton  
Vice President, Facilities & Executive Bonds Manager

**VICE PRESIDENT APPROVAL**

October 23, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

November 1, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

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

Notice of Completion

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

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

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

NAMES

ADDRESSES

- 
6. Work of modernization on the property hereinafter described was completed on: 11/01/2023
  7. The Project Name is: FF Parking Lot Enhancement Project
  8. DSA Number (if applicable): #02-121454, File #48-C1
  9. The contractor for such work of modernization is: Arthulia, Inc.
  10. The name of the contractor's Surety Co. is: American Contractors Indemnity Company
  11. The date of contract between the contractor and the above owner is: 7/19/2023
  12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, CA 94534
  13. APN #: 0027-242-110
  14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Removal, demolition, and replacement of existing softball clubhouse. Installation of new building pad and baseball clubhouse facilities. Miscellaneous site improvements to asphalt and lighting upgrades.

\_\_\_\_\_  
Date

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

---

Verification

I, undersigned, say:

I am \_\_\_\_\_

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

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

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

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



AGENDA ITEM 12.(a)  
MEETING DATE November 1, 2023

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 &amp; Years of Service</u>	<u>Effective</u>
Nedra Park	Administrative Assistant I – Academic Support Services 16 years, 1 months of service with SCC	12/30/2023 (Updated)

**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: 24205 Board Policy: 4400 Estimated Fiscal Impact: N/A

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate  
Human Resources

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

**ADDRESS**

707-864-7263

**TELEPHONE NUMBER**

**VICE PRESIDENT APPROVAL**

October 19, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

November 1, 2023

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

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

**TO: Members of the Governing Board**

**SUBJECT: NEW CLASSIFIED MANAGER JOB DESCRIPTION:  
DIRECTOR OF MARKETING AND AUDIENCE  
SERVICES**

**REQUESTED ACTION:**

☐ Information OR ☒ Approval  
☐ Consent OR ☒ Non-Consent

**SUMMARY:**

The following job description is presented for Governing Board approval. The Director of Marketing and Audience Services will perform a range of duties to support the efficient and professional operation of the Solano College Theatre. The Solano College Theatre is a modern performance space used by the college's own personnel, departments, and programs, including the departments of Theatre Arts, Music, and Dance, to host performances, ceremonies, and other events. These activities require careful planning and coordination of spaces and employees, as well as robust and sustained promotion to bring events and performances to the attention of the campus community and the public. This position will be placed on the Manager salary schedule at a range 38 and will be funded from the general fund, using currently vacant FTE.

**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: 88009 Board Policy: 4010, 4720 Estimated Fiscal Impact: \$77,959.81 Plus Benefits Yearly*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate  
Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7281

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

October 20, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

November 1, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATIONS

CLASS TITLE: Director of Marketing and Audience Services (Classified Manager)

### **Description:**

Under the direction of the assigned manager, the Director of Marketing and Audience Services will perform a range of duties to support the efficient and professional operation of the Solano College Theatre. The Solano College Theatre is a modern performance space used by the college's own personnel, departments, and programs, including the departments of Theatre Arts, Music, and Dance, to host performances, ceremonies, and other events. The facility is also rented to outside vendors in the community who use it to host their own events. These activities require careful planning and coordination of spaces and employees, as well as robust and sustained promotion to bring events and performances to the attention of the campus community and the public. The incumbent in this role will primarily create or supervise the development of marketing and publicity for events. In addition, the Director will oversee front of house activities, participate in the hiring and supervision of temporary employees and contractors, and work with Campus Reservations on theater facility rentals.

### **REPRESENTATIVE DUTIES:**

Essential duties and responsibilities include the following:

- Plan marketing campaigns for campus productions; design or direct the creation of promotional materials, including photography, video, text, and illustrations for posters, flyers, banners, and other forms of advertising.
- Maintain social media presence with frequent posts and updates, adopting new media and applications as they become widely used.
- Produce or supervise production of playbills and other production-specific media, respecting copyright laws and restrictions imposed by licensing agreements with theater companies.
- Work collaboratively with Campus Reservations to ensure that bookings of theater spaces are fulfilled smoothly and professionally.
- Develop a strong understanding of the District's ticketing services, troubleshoot any problems with ticketing service providers, and generate spreadsheets and reports to reconcile fees and revenue derived from ticket sales.
- Schedule event staff as needed for outside bookings and internal events.
- Oversee front of house activities, including ticketing, returns and exchanges, comps, ushering, and concessions. Hire, train, and supervise temporary employees to sell tickets, scan tickets, usher, and purchase, stock, and sell concessions.
- Reconcile concessions expenses; count and document cash drawers and make deposits with Fiscal Services staff. Use spreadsheets to calculate and report on concessions expenditures and revenue.

- Prepare employment paperwork for temporary employees and contractors, observing all District employment policies, procedures, and restrictions.
- Build strong relationships with area businesses.
- Research grant opportunities and write grant applications.
- Attend meetings to represent the Theatre and its concerns. Develop working relationships with people throughout the District and in the community.
- Assist in maintaining a fair and open work environment in accordance with the College's commitment to teamwork, mutual trust, and respect.
- Demonstrate familiarity with all applicable health and safety regulations as well as District policies and report concerns to supervisor in a timely manner.
- Assist with creating requisitions or in-person purchasing if needed. If provided with a Cal-Card, provide receipts for all Cal-Card purchases.

**Minimum Qualifications:**

- High school graduation

**AND**

- Two years of experience in theatre operations, marketing/design

**OR**

- 60 units from a regionally accredited college or university completed prior to employment date.

**AND**

- Experience working effectively with diverse populations including evidence and understanding of equity, responsiveness, and sensitivity to the diverse academic, socioeconomic, cultural, ability/disability, gender identity, sexual orientation, and ethnic backgrounds of community college students.

**Preferred Qualifications:**

- Demonstrated proficiency in MS Word, Excel, SharePoint, Outlook, and Adobe Creative Suite;
- Familiarity with web design;
- Project management experience;

- Training/facilitation skills;
- Bachelor's degree in a related field.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

- Creativity and practicality in equal measure;
- Strong attention to detail;
- Mastery of English language and idiomatic expressions;
- Familiarity/ability to adhere to one or more style guide(s);
- Experience planning events;
- Experience managing front of house activities and box office;
- Understand, interpret, apply, explain, and ensure compliance with administrative and office policies and procedures, including but not limited to employment policies and procedures, as well as pertinent laws, regulations, and ordinances.

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, the employee in this classification is regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file. The employee in this classification may be required to conduct work at other campus locations.

The employee assigned to this classification must regularly lift, carry and/or move objects weighing up to 50 pounds.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is typically performed in a theatre environment. Some travel to/from the centers and main campus may be required. While performing the duties of this classification, the employee regularly works at a computer for long periods of time and is regularly

Director of Marketing and Audience Services

exposed to interruptions and the hazards of working with video display terminals. Hours may include evenings and weekends.

Board Approved:

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

**TO: Members of the Governing Board**

**SUBJECT: APPROVAL OF THE DSA PROJECT INSPECTOR  
SERVICES POOL OF FIRMS**

**REQUESTED ACTION:**

☐ Information OR ☒ Approval  
☐ Consent OR ☒ Non-Consent

**SUMMARY:**

Board approval is requested for the recommended Division of the State Architect (DSA) Project Inspector firms as part of the District's Measure Q bond program. A Request for Qualifications was issued on August 30, 2023 and on September 27, 2023 the District received four (4) Statements of Qualification in response. After a review of the submissions, the determination was made that all four firms were responsive and qualified. The review committee recommends the following four (4) qualified firms for the DSA Project Inspector Services Pool (in alphabetical order):

- H.B.I. INSPECTIONS
- KWC CONSTRUCTION SERVICES INC.
- OPTIMA INSPECTIONS INC.
- TYR, INC.

**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 the District's DSA Project Inspector Services Pool

*Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$0 Measure Q Funds*

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

Lucky Lofton  
V.P., Facilities and Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7260

**TELEPHONE NUMBER**

Lucky Lofton  
V.P., Facilities and Executive Bonds Manager

**VICE PRESIDENT APPROVAL**

October 23, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

November 1, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS  
INCORPORATED FOR PROJECT INSPECTION  
SERVICES FOR THE FAIRFIELD CAMPUS GYM A/V  
ENHANCEMENT PROJECT**

**REQUESTED ACTION:**

☐ Information OR ☒ Approval  
☐ Consent OR ☒ Non-Consent

**SUMMARY:**

Board approval is requested to award a professional services contract to Optima Inspections Incorporated for Division of State Architect (DSA) Project Inspection Services for the Gym A/V Enhancement Project on the Fairfield Campus. The scope of work includes providing onsite inspections of all construction and all administrative documentation as required by DSA.

*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: Renovate instructional space and update equipment.

*Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$1,800 Measure Q Funds*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton  
V.P., Facilities and Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7260

**TELEPHONE NUMBER**

Lucky Lofton  
V.P., Facilities and Executive Bonds Manager

**VICE PRESIDENT APPROVAL**

October 23, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

November 1, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS  
INCORPORATED FOR PROJECT INSPECTION  
SERVICES FOR THE FAIRFIELD CAMPUS GYM AV  
ENHANCEMENT PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

A proposal was requested from Optima Inspections Incorporated (Optima) based upon their qualifications and experience on projects on the Fairfield Campus. Optima is listed on the District's pre-qualified pool of DSA Inspectors. Optima's proposal was reviewed and is appropriate for the scope of work requested.

The Board is asked to approve a professional services contract for Optima Inspections Incorporated in the amount not to exceed \$1,800.

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

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

**TO: Members of the Governing Board**

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

**REQUESTED ACTION:**

☐ Information OR ☒ Approval  
☐ Consent OR ☒ Non-Consent

**SUMMARY:**

A renewal of the affiliation agreement with Eagle Ambulance benefits Solano Community College District Emergency Medical Technician students by providing them with an ambulance facility in which to train, as required by pertinent national, state, and local licensing and/or certification entities. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Eagle Ambulance. The term of this agreement is 60 months.

**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: Sect 76004* *Board Policy:* *Estimated Fiscal Impact: None*

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

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

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

**ADDRESS**

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

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

October 19, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

November 1, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## AFFILIATION AGREEMENT

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

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

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

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

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

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

### 1. TERM.

**1.1. Commencement Date.** This Agreement shall become effective when signed by all of the parties and completion of the written approval and certification contemplated in paragraphs 2.2, 2.3, and 2.4. This Agreement shall be for a term of sixty (60) months from the effective date ("Effective Date") as set forth on the signature page. Any renewal shall be set forth in writing signed by the parties.

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

### 2. RIGHTS AND OBLIGATIONS OF SCHOOL.

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

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

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

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

#### 2.3. Student Licensure/ Certification.

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

#### 2.4. Approval by Doctor or Agency Having Medical Control.

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

#### 2.5. Records.

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

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

School will notify Company at



## AFFILIATION AGREEMENT

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

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

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

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

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

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

**2.11. Assistance in Obtaining Signatures and Compliance.**

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

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

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

### 3. STUDENT OBLIGATIONS AND REQUIREMENTS.

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

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

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



## AFFILIATION AGREEMENT

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

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

### 4. COMPANY RIGHTS AND OBLIGATIONS.

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

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

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

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

### 5. INDEMNIFICATION

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



## AFFILIATION AGREEMENT

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

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

### 6. INSURANCE.

- 6.1. Professional Medical Liability and General Liability Coverage.** School will maintain Professional Medical Liability and General Liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) aggregate. Coverage must specifically cover Students in the Clinical Experience working under this Agreement and within the course of their training and education during this program. School will name Company as an Additional Insured under the policy and include an indemnification provision, by endorsement, to be attached to the certificate of insurance. School will provide Company with written verification of coverage in the form of a certificate of insurance, which will be attached to this Agreement. School covenants to keep the required insurance in force and effect through the term of this Agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.
- 6.2. Endorsement for Student Activities.** School assures Company that all coverage of insurance required herein includes specific provisions and/or endorsements to include Students within School's Medical Liability and General Liability coverage for all activities conducted under this program.
- 6.3. Coverage for Student Injuries.** School recognizes that Students are NOT covered by Company's Workers Compensation Insurance or Self-Insured Program. School represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease should any Student be injured or become ill during the course of their Clinical Experience. School will provide Company with written verification of

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

- 6.4. Amount of Coverage Not a Limitation.** The amount of insurance required hereunder shall not limit School's liability nor relieve School of any obligation hereunder.
- 6.5. Minimum Qualifications of Insurer.** Any policies of insurance shall be maintained with insurance companies: (i) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the Clinical Experience will occur; and (iii) in good standing and admitted, if applicable, with the state's Department of Insurance or other similar regulatory agency in the state in which the Clinical Experience will occur.

### 7. NOTICES.

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

If to School:

**David Williams Ph.D**  
**VP of Academic Affairs**  
**Solano Community College**  
**4000 Suisun Valley Rd.**  
**Fairfield, CA 94534**

If to Company:

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





## AFFILIATION AGREEMENT

### 8. TUITION

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

### 9. SCOPE OF CLINICAL EXPERIENCE

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

### 10. MISCELLANEOUS.

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

### 11. OTHER.

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

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

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



## AFFILIATION AGREEMENT

**IN WITNESS WHERE OF**, the parties have hereto executed this Agreement effective this 9th day of October, 2023.

### **Eagle Ambulance (Eagle)**

X 

---

Allan Bulda, MSN, RN

Vice President

### **Solano Community College (SCC)**

X

---

Dr. Celia Esposito-Noy  
Superintendent/President



**This Page Intentionally Left Blank**



## AFFILIATION AGREEMENT

### Exhibit A Student Intern Agreement and Release

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

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

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

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

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

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

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

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

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

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

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




## AFFILIATION AGREEMENT

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

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

I agree to all terms set forth above.

	
Name	Date

### Attachment "A"

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

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

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

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

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

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

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

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

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



## **AFFILIATION AGREEMENT**

### **Exhibit B Scope of Clinical Experience**

Emergency Medical Technician

**Insert Certificate of Insurance Coverage Here**

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

**TO: Members of the Governing Board**

**SUBJECT: RENEWAL OF AFFILIATION AGREEMENT WITH  
FALCON CRITICAL CARE TRANSPORT, EL SOBRANTE,  
CALIFORNIA**

**REQUESTED ACTION:**

☐ Information OR ☒ Approval  
☐ Consent OR ☒ Non-Consent

**SUMMARY:**

A renewal of the affiliation agreement with Falcon Critical Care Transport benefits Solano Community College Emergency Medical Technician students by providing them with an ambulance facility in which to train, as required by pertinent national, state, and local licensing and/or certification entities. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Falcon Critical Care Transport. The term of this agreement is 60 months.

**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: Sect 76004* *Board Policy:* *Estimated Fiscal Impact: None*

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

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7117

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

October 12, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

November 1, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## AFFILIATION AGREEMENT

**THIS AFFILIATION AGREEMENT** is made between Falcon Critical Care Transport, LLC (the “Company”) and Solano Community College (the “School”) set out on the signature page of this Agreement.

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

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

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

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

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

### 1. TERM

**1.1 Commencement Date.** This agreement shall become effective when signed by all of the parties and completion of the written approval and certification contemplated in paragraph 2.2, 2.3 and 2.4. This agreement shall be for a term of sixty (60) months from the effective date 10/12/2023 as set forth on the signature page. Any renewal shall be set forth in a writing signed by the parties.

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

### 2. RIGHTS AND OBLIGATIONS OF SCHOOL

**2.1 School’s Accreditation.** School shall maintain a qualified educational program for Students designed to provide a smooth transition into licensure/certification of Students as Emergency Medical Technicians, Emergency Medical Technician-Paramedics or other similar pre-hospital health care providers. School’s program shall include programming,

administration, matriculation, promotion and graduation and shall be approved or accredited by relevant licensing/certifying agencies in the state(s) and county(ies) in which School resides and in which the program contemplated herein is to operate.

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

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

#### 2.3 Student Licensure/Certification.

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

#### 2.4 Approval by Doctor or Agency Having Medical Control.

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

#### 2.5 Records.

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

## AFFILIATION AGREEMENT

ceases to participate in, the Clinical Experience contemplated herein.

- 2.6 **List of Participants, Qualification, Objectives and Representations.** School will notify Company at least thirty (30) days prior to the inception of a course of Clinical Experience of the names, qualifications and performance objectives for each Student scheduled to begin their Clinical Experience. Inclusion by School of a Student's name on this list is School's representation that the Student possesses the necessary skills, licensure/certification and immunizations to engage in the Clinical Experience. The School shall comply with any requirements or procedures that Company requires regarding documentation to verify the Student's qualifications for the Clinical Experience.
- 2.7 **Company Rules and Regulations.** School will use all reasonable efforts to cause Students to comply with Company's policies, procedures, work rules and regulations, including preservation of the confidentiality of patient care and patient care records. School will, prior to allowing a Student to participate in the Clinical Experience, review patient confidentiality as well as the Company's policies, procedures, work rules and regulations with Student and secure Student's agreement to abide by all such rules and regulations.
- 2.8 **Pre-assignment Health Assessment.** School will cause Student to complete a pre-assignment health assessment at Student's or School's expense, which includes, but is not limited to: history of communicable diseases and immunization, proof of tetanus vaccination or immunization, proof of Hepatitis B vaccination or executed declination and waivers of the Hepatitis B vaccination by the Student, proof of MMR vaccination, respiratory certification by a physician and PPD test. School will provide proof of satisfactory completion/vaccination to Company upon request. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student has completed the pre-assignment assessment and is physically able to perform the tasks associated with the program.
- 2.9 **OSHA Compliance.** Prior to allowing Student to enroll in the course of clinical experience, School will educate and train Student in compliance with all relevant and required OSHA regulations including, but not limited to, Blood-borne Pathogens Standard and TB Standard.
- 2.10 **Personal Protective Equipment.** School shall provide Student with all necessary personal protective equipment, including fitting, as is, or may be, required by OSHA or other regulatory

agency as required in locale of Company prior to assignment to the Clinical Experience. Such equipment may include: safety glasses, face shields and particulate respirators. School recognizes and will inform Student that this equipment must be in the possession of the Student as a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

- 2.11 **Assistance in Obtaining Signatures and Compliance.** School recognizes that its Students have certain obligations and will be required to execute certain documentation in order to be eligible to participate in the program. School shall assist Company in obtaining any necessary signatures and ensuring Student compliance with Company rules and this agreement including, but not limited to, those contained in part 3 of this agreement.
- 2.12 **Evaluation of Performance.** School, in conjunction with Company personnel, is responsible for and shall make arrangements for evaluation Student's performance during the clinical program.
- 2.13 **Minimum Age of Participants.** School and Company will only allow Students that are at least eighteen (18) years of age to participate in this program. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student is at least eighteen years of age.

### 3. STUDENT OBLIGATIONS AND REQUIREMENTS.

- 3.1 **Release.** Student will, prior to participating in the clinical experience, read, understand and sign Company's internal ride-along waiver releasing Company from any and all liability and/or responsibility arising out of Student's participation in the Clinical Experience. This release of claims must be executed, and on file with the Company, prior to Student participation in the program. The release is a condition precedent to Student's participation in the clinical experience and no Student will be permitted on a Company vehicle without having signed the release. The release is attached hereto and made a part hereof as Exhibit A.
- 3.2 **Pre-assignment Health Assessment.** Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.
- 3.3 **Company Rules and Patient Confidentiality.** Student shall comply with Company's procedures,



## AFFILIATION AGREEMENT

policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Company property or in a Company vehicle, must meet all standards of appearance and conduct required by Company of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a Company vehicle personal protective equipment and use such equipment when, as and where designated by Company personnel. Any information generated as a result of the activities set forth in this agreement, including information regarding patients or business activities of Falcon Critical Care Transport, as well as any information regarding the students and their performance or the Training Program itself, shall remain confidential. Students will be required to sign an acknowledgement of their understanding of the mandates for confidentiality as imposed by the US Health Insurance Portability and Accountability Act of 1996 (HIPAA); the U.S. Privacy Act of 1974 and any applicable state laws.

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

### 4. COMPANY RIGHTS AND OBLIGATIONS

- 4.1 **Company Rules.** Company requires Students, while participating in the clinical program, on Company property or in a Company vehicle, to meet all standards of appearance and conduct required by Company of its own employees. Company reserves the right to refuse to allow any Student to participate in the clinical program for failure to comply with Company standard.
- 4.2 **Student's Skill Level.** Company reserves the right to discontinue Student's participation in the program should Company, in its sole discretion, determine that Student's skill level is substandard. Company will immediately advise School of any such concerns or situations.
- 4.3 **Orientation Program.** Company may require Student to attend an orientation program designed to orient Student to Company's rules regulations and policies prior to beginning their Clinical Experience. The details and procedures for the orientation program shall be in the company's sole discretion.

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

- 4.5 **Right to Control Participation.** Company reserves the right to refuse to allow any Student to participate in the provision of care at the scene of an emergency where, in company's sole discretion, permitting Student to participate would endanger the Student, a patient or an employee of Company or otherwise be inappropriate.

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

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

### 5. INDEMNIFICATION

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

## AFFILIATION AGREEMENT

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

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

### 6. INSURANCE

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

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

- 6.3 **Coverage for Student Injuries.** School recognizes that Students are NOT covered by Company's Workers Compensation Insurance or Self-Insured Program. School represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease

should any Student be injured or become ill during the course of their Clinical Experience. School will provide Company with a written verification of insurance coverage in the form of a certificate of insurance which will be attached to this agreement.

- 6.4 **Amount of Coverage Not a Limitation.** The amount of insurance required hereunder shall not limit School's liability nor relieve School of any obligation hereunder.
- 6.5 **Minimum Qualifications of Insurer.** Any policies of insurance shall be maintained with insurance companies: (i) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the Clinical Experience will occur; and (iii) in good standing and admitted, if applicable, with the state's Department of Insurance or other similar regulatory agency in the state in which the Clinical Experience will occur.

### 7. NOTICES

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

If to School

David William, Ph.D  
VP of Academic Affairs  
Solano Community College  
4000 Suisun Valley RD.  
Fairfield, CA 94534

If to Company:

Jessica Perri  
Talent Acquisition Manager  
Falcon Critical Care Transport  
3508 San Pablo Dam Road  
El Sobrante, CA 94803  
(510) 223-1171

### 8. Fees, Compensation and Tuition

## AFFILIATION AGREEMENT

**8.1 Fees, Compensation and Tuition** Any fees, compensation and tuition that Company shall receive will be set forth in Exhibit B.

### 9. Scope of Clinical Experience

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

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

### 11. Other.

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

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

**11.2 Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been

convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.\* 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in federal health care programs or in any other state or federal government payment program. Each party agrees that if 1)F11-1S/010 excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

## AFFILIATION AGREEMENT

IN WITNESS WHEREOF, the parties have  
hereto executed this Agreement effective this  
Twelfth day of October 2023;

**Falcon Critical Care Transport, LLC**

By: Jessica Perri  
(Signature)

Print Name: Jessica Perri

Print Title: Talent Acquisition Manager

Date: October 12, 2023

**Solano Community College**

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

## AFFILIATION AGREEMENT

### Exhibit A Student intern Agreement and Release

Student is enrolled in a course of study at Solano Community College ("School") designed to enable Student to become a licensed/certified Emergency Medical Technician, Emergency Medical Technician-Paramedic, or other similar pre-hospital health care provider. As part of the curriculum, Student has enrolled in the Clinical Experience, which is offered through the School, with Company's assistance. The Clinical Experience involves: 1) Student's performing acquired pre-hospital skills alongside Company's personnel; and, 2) accompanying and observing the Company's personnel providing emergency and non-emergency ambulance transport, care and related services.

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

Student understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with the Clinical Experience. Student hereby represents that he or she **AGREES TO ASSUME THE RISKS INHERENT IN THE ACTIVITY**. These risks include, but are not limited to, being hurt or injured: (1) by broken glass (or other scene hazards) including various cuts about the head, face, eyes, hands, legs, and torso; (2) by exposure to tetanus or contagious diseases such as the Hepatitis B virus, COVID-19 and the Human Immunodeficiency Virus ("HIV"); (3) injury due to gurney lifts and or drops; (4) injury from slip and fall type incidents; (5) various strains and/or sprains to one and/or all muscle groups; (6) risks associated with emergency vehicle operation; and (7) risks at the scene of emergencies including assault and battery.

In consideration of Company's agreement to provide the Clinical Experience to Student, Student agrees to release and forever discharge Company and its agents, employees' affiliates, parent corporation, successors and assigns of and from all claims, demands, suits, injuries or damages of any kind arising in any way out of the participation in this program.

Student further agrees to: (i) follow Company's policies, procedures, and work rules; (ii) follow Company's instruction

and direction with respect to patient care, safety, personal protection; and abide by Company rules and direction.

Student understands that failure to follow the Company's direction may result, in Company's sole discretion, in his/her expulsion from the Clinical Experience program.

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

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

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

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

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

## AFFILIATION AGREEMENT

*By Signing this Document You Acknowledge That You Have Been Advised That There Are Risks Inherent in this Type of Activity and Have decided to Assume That Risk and Release the Company of and from All Liability. You Agree to Release the Company from Any Claims Associated with the Event and That You, Not the Company, Are Assuming Complete and Total Responsibility for and Any and All Injuries, Damages or Losses That You May Suffer as a Result of Participating in the Clinical Experience Program.*

I agree to all terms set forth above.

Dated: \_\_\_\_\_

Signature of Student: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

- a) **Mandatory exclusion.** The Secretary shall exclude the following individuals and entities from participation in a Federal health care program (as defined in section 1320a-7b(1) of this title):
- 1) Conviction of program-related crimes, any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.
  - 2) Conviction relating to patient abuse. Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.
  - 3) Felony conviction relating to health care fraud. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (1)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud,

theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

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

- b) **Permissive exclusion.** The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 LISC 1320a-7(b)(1-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DIMS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oip>), and an overview of the exclusion regulations is attached hereto).

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

**TO: Members of the Governing Board**

**SUBJECT: RENEWAL OF AFFILIATION AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE AND MEDIC  
AMBULANCE, VALLEJO, CA**

**REQUESTED ACTION:**

☐ Information OR ☒ Approval  
☐ Consent OR ☒ Non-Consent

**SUMMARY:**

A renewal of the affiliation agreement with Medic Ambulance benefits Solano Community College District Emergence Medical Technician students by providing them with an ambulance facility in which to train, as required by pertinent national, state, and local licensing and/or certification entities. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Medic Ambulance. The term of this agreement is 60 months.

**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: Sect 76004* *Board Policy:* *Estimated Fiscal Impact: None*

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

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

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

**ADDRESS**

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

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

October 19, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

November 1, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## AFFILIATION AGREEMENT

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

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

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

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

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

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

### 1. TERM.

**1.1. Commencement Date.** This Agreement shall become effective when signed by all of the parties and completion of the written approval and certification contemplated in paragraphs 2.2, 2.3, and 2.4. This Agreement shall be for a term of sixty (60) months from the effective date (“Effective Date”) as set forth on the signature page. Any renewal shall be set forth in writing signed by the parties.

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

### 2. RIGHTS AND OBLIGATIONS OF SCHOOL.

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

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

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

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

#### 2.3. Student Licensure/ Certification.

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

#### 2.4. Approval by Doctor or Agency Having Medical Control.

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

#### 2.5. Records.

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

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

School will notify Company at



## AFFILIATION AGREEMENT

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

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

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

- 2.11. Assistance in Obtaining Signatures and Compliance.** School recognizes that its Students have certain obligations and will be required to execute certain documentation in order to be eligible to participate in the program. School shall assist Company in obtaining any necessary signatures and ensuring Student compliance with Company rules and this Agreement including, but not limited to, those contained in part 3 of this Agreement.
- 2.12. Evaluation of Performance.** School, in conjunction with Company personnel, is responsible for and shall make arrangements for evaluating Student's performance during the clinical program.
- 2.13. Minimum Age of Participants.** School and Company will only allow Students that are at least eighteen (18) years of age to participate in this program. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student is at least eighteen years of age.

## 3. STUDENT OBLIGATIONS AND REQUIREMENTS.

- 3.1. Release.** Student will, prior to participating in the clinical experience, read, understand and sign Company's internal ride-along waiver releasing Company from any and all liability and/or responsibility arising out of Student's participation in the Clinical Experience. This release of claims must be executed and on file with the Company prior to Student participation in the program. The release is a condition precedent to Student's participation in the clinical experience, and no Student will be permitted in a Company vehicle without having signed the release. The release is attached hereto and made a part hereof as Exhibit A.
- 3.2. Pre-assignment Health Assessment.** Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.
- 3.3. Company Rules and Patient Confidentiality.** Student shall comply with Company's procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Company property or in a Company vehicle, must meet all standards of appearance and conduct required by Company of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a Company vehicle personal protective equipment and

## AFFILIATION AGREEMENT

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

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

### 4. COMPANY RIGHTS AND OBLIGATIONS.

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

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

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

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

### 5. INDEMNIFICATION

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

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

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

## AFFILIATION AGREEMENT

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

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

### 6. INSURANCE.

- 6.1. Professional Medical Liability and General Liability Coverage.** School will maintain Professional Medical Liability and General Liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) aggregate. Coverage must specifically cover Students in the Clinical Experience working under this Agreement and within the course of their training and education during this program. School will name Company as an Additional Insured under the policy and include an indemnification provision, by endorsement, to be attached to the certificate of insurance. School will provide Company with written verification of coverage in the form of a certificate of insurance, which will be attached to this Agreement. School covenants to keep the required insurance in force and effect through the term of this Agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.
- 6.2. Endorsement for Student Activities.** School assures Company that all coverage of insurance required herein includes specific provisions and/or endorsements to include Students within School's Medical Liability and General Liability coverage for all activities conducted under this program.
- 6.3. Coverage for Student Injuries.** School recognizes that Students are NOT covered by Company's Workers Compensation Insurance or Self-Insured Program. The students are not employees of Medic Ambulance. School represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease should any Student be injured or become ill during the course of their Clinical Experience. School will provide Company with written verification of

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

- 6.4. Amount of Coverage Not a Limitation.** The amount of insurance required hereunder shall not limit School's liability nor relieve School of any obligation hereunder.
- 6.5. Minimum Qualifications of Insurer.** Any policies of insurance shall be maintained with insurance companies: (i) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the Clinical Experience will occur; and (iii) in good standing and admitted, if applicable, with the state's Department of Insurance or other similar regulatory agency in the state in which the Clinical Experience will occur.

### 7. NOTICES.

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

If to School:

**David Williams, Ph.D.**  
**VP of Academic Affairs**  
**Solano Community College**  
**4000 Suisun Valley Rd.**  
**Fairfield, CA 94534**

If to Company:

**Jimmy Pearson President/COO**  
**Medic Ambulance COO**  
**506 Couch Street Vallejo, CA**  
**94590**

## AFFILIATION AGREEMENT

### 8. TUITION

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

### 9. SCOPE OF CLINICAL EXPERIENCE

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

### 10. MISCELLANEOUS.

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

### 11. OTHER.

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

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

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



## AFFILIATION AGREEMENT

IN WITNESS WHERE OF, the parties have hereto executed  
this Agreement effective this 22<sup>nd</sup> day of October, 2023.

### Medic Ambulance (Medic)

X

---

Jimmy Pierson  
President/COO

### Solano Community College (SCC)

X

---

Dr. Celia Esposito-Noy  
Superintendent/President

**This Page Intentionally Left Blank**





## AFFILIATION AGREEMENT

### Exhibit A Student Intern Agreement and Release

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

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

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

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

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

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

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

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

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

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

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



## AFFILIATION AGREEMENT

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

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

I agree to all terms set forth above.

<div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"><div style="width: 40%;"><div style="font-size: 2em; font-weight: bold; text-align: center;">X</div></div><div style="width: 60%;"></div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 40%;">Name</div><div style="width: 60%;">Date</div></div>	
---	--

### Attachment "A"

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

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

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

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

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

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

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

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





## **AFFILIATION AGREEMENT**

### **Exhibit B Scope of Clinical Experience**

Emergency Medical Technician

**Insert Certificate of Insurance Coverage Here**

AGENDA ITEM 12.(h)  
MEETING DATE November 1, 2023

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: RESOLUTION NO. 23/24-04 PROCLAIMING NOVEMBER 2023  
AS NATIVE AMERICAN HERITAGE MONTH**

**REQUESTED ACTION:**

☐ Information OR ☒ Approval  
☐ Consent OR ☒ Non-Consent

**SUMMARY:**

Board approval of a Resolution to proclaim November 2023 as Native American Heritage Month.

**STUDENT SUCCESS IMPACT:**

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

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

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

Lisa Neeley, M.A.  
Vice President, Student Services

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

**ADDRESS**

(707) 864-7159

**TELEPHONE NUMBER**

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

Lisa Neeley, M.A.  
**VICE PRESIDENT APPROVAL**

October 18, 2023  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION PROCLAIMING NATIVE AMERICAN HERITAGE MONTH  
AT SOLANO COMMUNITY COLLEGE**

**RESOLUTION NO. 23/24-04**

**WHEREAS**, The Solano Community College District Governing Board celebrates the remarkable diversity and rich cultures of Native American, Native Alaskan, Native Hawaiian and affiliated island communities; and

**WHEREAS**, the 2023 Native American Heritage Month theme is “Celebrating Tribal Sovereignty and Identity,” and

**WHEREAS**, observance of Native American Heritage Month was enacted on October 30, 1991, with passage of P.L. 102-123; and

**WHEREAS**, the First Americans have made great contributions and sacrifices for the growth and establishment of the United States; and

**WHEREAS**, Indigenous cultures, histories, and traditions have enriched our nation beyond measure; and

**WHEREAS**, we honor the sovereignty of Native American tribes and the rich ancestry and traditions of Indigenous peoples and commit to spreading awareness and educating people about the challenges they have faced in the past and today.

**RESOLVED**, that the Solano Community College District Governing Board proclaims November 2023, as Native American Heritage Month.

**PASSED AND ADOPTED**, This 1<sup>st</sup> day of November 2023 by the Governing Board Solano Community College District.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION PROCLAIMING NATIVE AMERICAN HERITAGE MONTH  
AT SOLANO COMMUNITY COLLEGE**

**RESOLUTION NO. 23/24-XX**

**(Continuing – Page 2)**

---

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

---

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

AGENDA ITEM 13  
MEETING DATE November 1, 2023

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

**TO: Members of the Governing Board**

**SUBJECT: BOARD STUDY SESSION – BANNER SAAS PROJECT  
UPDATE**

**REQUESTED ACTION:**

☒ Information OR ☐ Approval  
☐ Consent OR ☐ Non-Consent

**SUMMARY:**

A presentation on the Banner SaaS Project will be provided at the November 1, 2023, Governing Board Meeting.

**STUDENT SUCCESS IMPACT:**

X 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:</i>	<i>Estimated Fiscal Impact: None</i>
-------------------------	----------------------	--------------------------------------

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Jon Cornelison  
Vice President, Technology Services

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7275

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

October 23, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

November 1, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: REVIEW OF PROPOSED REVISIONS TO BP 1003  
DISTRICT MISSION STATEMENT**

**REQUESTED ACTION:**

☒ Information OR ☐ Approval  
☐ Consent OR ☐ Non-Consent

**SUMMARY:** The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time, Board Policy 1003 District Mission Statement is being presented for first reading. BP 1003 has been reviewed and revisions have been endorsed by the Academic Senate and College Governance Council.

A copy of the proposed changes is attached.

**STUDENT SUCCESS IMPACT:**

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

*Government Code: N/A Board Policy: 3000 Estimated Fiscal Impact: N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7000

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

October 24, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

November 1, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## SOLANO COMMUNITY COLLEGE DISTRICT

### DISTRICT MISSION

1003

**POLICY:** Mission Statement –

~~Solano Community College District's mission is to educate a culturally and academically diverse student population drawn from our local communities and beyond. We are committed to student learning and achievement and to helping our students achieve their educational, professional, and personal goals. Solano transforms students' lives with undergraduate education, transfer courses, career and technical education, certificate programs, workforce development and training, basic skills education, and lifelong learning opportunities.~~

~~The mission is evaluated and revised on a regular basis.~~

Solano Community College's mission is to educate a culturally and academically diverse student population drawn from our local communities and beyond. We are committed to helping our students achieve their educational, professional, and personal goals. Solano Community College transforms students' lives with transfer courses, career and technical education, and basic skills preparation leading to certificate programs, associate's degrees, bachelor's degrees, and lifelong learning opportunities.

The mission is evaluated and revised on a regular basis.

**REFERENCES/  
AUTHORITY:**

**ACCJC Accreditation Standard I.A**

**ADOPTED:** June 6, 2007; **October XX, 2023**

**REVISED:** June 6, 2007; March 17, 2010, June 15, 2016

**REVIEWED:** June 2, 2010; December 19, 2012; March 1, 2017; October 5, 2022; October 11, 2023