

NUMBER 03-317 ✓
H-11-5093 3/30

CONTRACT AGREEMENT

between
San Joaquin Delta Community College District
and
Hospital Council of Northern and Central California
for
Expansion of Associate Degree Nursing Program

1. This Agreement is entered into by and between the San Joaquin Delta Community College District, hereafter known as DISTRICT, and Hospital Council of Northern and Central California, hereafter known as CONTRACTOR, and sets forth the terms and conditions under which DISTRICT will provide services between July 1, 2004 and ending June 30, 2007 as described in this Agreement. The Hospital Council is acting as the fiscal agent for the following agencies: Dameron Hospital, Doctors Hospital of Manteca, San Joaquin General Hospital, St. Dominic's Hospital, St. Joseph's Medical Center of Stockton, Mark Twain St. Joseph's Hospital, Sutter Tracy Community Hospital, and Lodi Memorial Hospital.
2. DISTRICT AGREES TO:
 - 2.1 Increase the number of students admitted into its Associate Degree Nursing Program from 60 to 80 for both the Fall and Spring semesters starting Fall semester 2004 and continuing through Spring semester 2006.
 - 2.2 Use funding provided by the CONTRACTOR to hire personnel, remodel facilities, and purchase supplies and equipment needed to expand the Associate Degree Nursing Program.
 - 2.3 Cover all other cost associated with the expansion of the Associate Degree Nursing Program by 20 students per semester between Fall 2004 and Spring 2006.
 - 2.4 Provide administrative services as are necessary to administer the program and the provision of this Agreement.
 - 2.5 Follow the selection criteria established by the nursing faculty which states effective September 2004, the first seventy-five percent (75%) of the spaces in the Associate Degree Nursing program will be offered to the highest ranking applicants residing within the District's service area for one year and one day prior to the first day of the term of entry. The only circumstances under which the nursing faculty can foresee the need to change this portion of the selection criteria is if directed to do so by the Chancellor's Office for California Community Colleges.
 - 2.6 Provide the CONTRACTOR with an annual written accounting of the above-described funds in a form mutually agreeable.

3. CONTRACTOR AGREES TO:

- 3.1 Reimburse DISTRICT for ~~\$400,000~~ for each year of the contract (2004-05, 2005-06, and 2006-07) as part of this Agreement.
- 3.2 DISTRICT will invoice CONTRACTOR for \$200,000 semi-annually (July 1st and January 1st) for services rendered. CONTRACTOR will pay said invoices on a 30-day net basis.
- 3.3 Inform DISTRICT as to the manner in which any unspent funds are to be disbursed.
- 3.4 Clarify with all hospital administrators listed in number one (1) of this agreement that their contribution to the "Expansion of Associate Degree Nursing Program" is above and beyond their on-going contribution to San Joaquin Delta College's Health Science programs (i.e. hospital provided instructors).

4. DISTRICT AND CONTRACTOR AGREE:

The Regional Vice President of the Hospital Council of Northern and Central California and San Joaquin Delta College's Dean of Workforce and Economic Development shall mutually establish and structure an advisory/liason relationship toward the goal of maintaining a cooperative effort in meeting mutual objectives and the purposes for which they have entered into this agreement.

5. HOLD HARMLESS AGREEMENT

DISTRICT and CONTRACTOR agree to hold each other, their agents, officers and employees harmless from any and all damages to property and persons resulting from each party's actions, errors or negligence in connection with the activities described in this Agreement.

6. GENERAL CONTRACT TERMS AND CONDITIONS

- 6.1 Either party may terminate this Agreement with one (1) year written notice between those parties who sign this Agreement. In the event of termination, the CONTRACTOR agrees to reimburse DISTRICT for costs incurred for each group of twenty (20) students who were admitted to the Registered Nursing Program as a result of this agreement to finish the program.
- 6.2 It is expressly understood and agreed that no personal liability whatsoever attaches to any member of the Board of the San Joaquin Delta Community College District, or any of the officers or employees thereof by virtue of this Agreement.
- 6.3 Time is of the essence in this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no other understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

6.4 Without the written consent of DISTRICT, this Agreement is not assignable by the CONTRACTOR in whole or in part. The copyright to all materials produced as a result of this Agreement shall belong to DISTRICT. The CONTRACTOR may not use, copy, or modify materials without the expressed written consent of DISTRICT.

7. CONFIDENTIALITY

DISTRICT AND CONTRACTOR understand that in the performance of this Agreement, they are not to include discussions of information that may be considered proprietary or confidential.

8. COMPLIANCE WITH LAWS AND REGULATIONS

8.1 DISTRICT at its own expense shall comply with all laws, rules and regulations of competent public authority relating to its duties, obligations and performances under this Agreement, and shall procure all licenses and pay all fees and other charges required thereby. DISTRICT shall comply with Executive Order 11246, relating to Equal Employment Opportunity, and all rules and regulations issued pursuant thereto.

8.2 The DISTRICT agrees that it will not discriminate in the selection of any student to receive instruction pursuant to this Agreement because of race, creed, color, national origin, sex, sexual orientation, or age.

8.3 It is the responsibility of DISTRICT to comply with any and all requirements of the Americans with Disabilities Act (ADA).

9. Information regarding the contents of this document shall be directed to the following representatives for CONTRACTOR and DISTRICT

CONTRACTOR

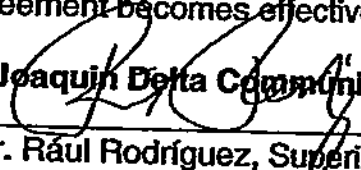
Robert P. David
Regional Vice President
Hospital Council of Northern and
Central California
1215 K Street, Suite 730
Sacramento, CA 95814
Phone: (916) 552-7564

DISTRICT

Dr. Hazel Hill
Dean of Workforce and Economic
Development
San Joaquin Delta College
5151 Pacific Avenue
Stockton, CA 95207
Phone: (209) 954-5093

This Agreement becomes effective once signed and dated by the individuals listed below.

San Joaquin Delta Community College District

By: 
Dr. Raúl Rodríguez, Superintendent/President

Date: 3/30/04

Hospital Council of Northern and Central California

By: 
Robert P. David, Regional Vice President

Date: 4/1/04