

**REQUEST TO PLACE CONTRACT ON GOVERNING BOARD AGENDA**

**DATE:** August 23, 2010  
**TO:** Valorie A. Gale, Director of Purchasing  
**FROM:** Judy Walters, President, Diablo Valley College  
**REFERENCE:** BC7010.0

**CONTRACT PERIOD:** (MONTH/DAY/YEAR)

START DATE: July 1, 2010 END DATE: May 30, 2011

**THE GL # THE CONTRACT IS TO BE CHARGED TO OR AUGMENTED (IF REVENUE):**

12 -21-201075-120501-55690 – not to exceed \$30,000.00

**CAMPUS CONTACT FOR THIS CONTRACT:** Kim Schenk, Dean CTE and EconDev

**CONTRACTOR INFORMATION:**

NAME Mt. Diablo Unified School District/Adult Education (MDUSD/AE)  
ADDRESS 1266 San Carlos Ave.  
Concord, CA 94518  
TAX ID # 68-0091157

**TYPE OF CONTRACT:**

REVENUE TO DISTRICT  
 COST TO DISTRICT  
 CATEGORICAL  
 NO COST TO DISTRICT

**NATURE OF SERVICES:**

As part of the Diablo Valley College Medical Laboratory Technology (MLT) program development, MDUSD/AE will provide certification training in phlebotomy, a pre-requisite skill certification for the MLT Program. Diablo Valley College will provide funding for program start up costs (curriculum development, marketing, supplies, equipment) in addition to providing stipends for MLT students to participate in the MDUSD/AE phlebotomy certificate program.

**CONTRACT COMPENSATION:**

HOURLY RATE: \$ \_\_\_\_\_  
OTHER: Contractual Services  
TOTAL AMOUNT: Not to exceed \$30,000.00

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**  
**500 Court Street**  
**Martinez, CA 94533**

**DIABLO VALLEY COLLEGE**  
**Consulting Services**

1. **PARTIES: CONTRA COSTA COMMUNITY COLLEGE DISTRICT (DISTRICT)** and **Mt. Diablo Unified School District/Adult Education (CONTRACTOR)**, of 1936 Carlotta Drive, Concord, CA 94519, mutually agree and promise as follows:
2. **TERM:** The effective date of this contract is July 1, 2010, and it terminates May 30, 2011, unless sooner terminated as provided herein.
3. **TERMINATION:** This contract may be terminated by the **DISTRICT**, at its sole discretion, upon five-day advance notice thereof to the **CONTRACTOR**, or canceled immediately by written mutual consent.
4. **PAYMENT LIMIT: DISTRICT'S** total payment to **CONTRACTOR** under this contract shall not exceed \$30,000.00. Of this total amount, \$10,000.00 represents an amount earmarked to defray program start up costs including curriculum development, marketing, supplies and equipment. Remaining funds under contract are to be used for the program costs for DVC Medical Laboratory Technology program participants.
5. **DISTRICT'S OBLIGATIONS:** In consideration of **CONTRACTOR'S** provision of services as described below, and subject to payment limit expressed herein, **DISTRICT** shall pay **CONTRACTOR**, upon submission of a properly documented demand for payment in the manner and form prescribed by **DISTRICT** and upon approval of the **DISTRICT'S** designated representative.
6. **CONTRACTOR'S OBLIGATIONS:**  
**CONTRACTOR** shall provide services to:
  - Develop a Phlebotomy Certification program that meets MLT program standards as set by NACCLS.
  - Develop a final examination to submit to DVC for consideration as "Credit by Examination" allowing program completers to earn college credit for the MDUSD program.
  - Provide program costs for up to 10 DVC MLT students.
  - Market the Phlebotomy and Medical Laboratory Technology programs.
- 6.1 **CONTRACTOR** shall observe and abide by all applicable laws and regulations, including, but not limited to, those of the **DISTRICT** relative to conduct on its premises.
- 6.2 **CONTRACTOR** agrees to perform the services with that standard of professional care, skill, and diligence normally provided in the performance of similar services.
- 6.3 **CONSULTANT** shall notify the **DISTRICT** promptly of any expected delay in performance of services. However, **CONTRACTOR** shall not be liable for delays in performance beyond its reasonable control.
7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
  - 7.1 As an independent contractor, **CONTRACTOR** will be solely responsible for determining the means and methods for performing the services described herein.

7.2 All of **CONTRACTOR'S** activities will be at **CONTRACTOR'S** own risk and **CONTRACTOR'S** responsibility for arrangements to guard against physical, financial, and other risks as appropriate.

8. **INDEMNIFICATION:** The **CONTRACTOR** shall defend, save harmless and indemnify the **DISTRICT** and its officers, agents and employees from all liabilities and claims for damages, for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the **CONTRACTOR** hereunder, resulting from the conduct, negligent or otherwise, of the **CONTRACTOR**, its agents, servants, employees, or subcontractors hereunder.

8.a The **DISTRICT** shall defend, save harmless and indemnify the **CONTRACTOR** and its officers, agents and employees from all liabilities and claims for damages, for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations of the services of the Sponsor hereunder, resulting from the conduct, negligent or otherwise, of the Sponsor, its agents, servants, employees, or subcontractors hereunder.

9. **CONFIDENTIALITY OF INFORMATION:** Except as specifically authorized by the **DISTRICT** in writing, information and other data developed or acquired by or furnished to **CONTRACTOR** in performance of this agreement shall be used only in connection with services provided to the **DISTRICT**.

**THIS AGREEMENT** constitutes the complete understanding of the parties and supersedes any other prior agreements, and shall be governed by the laws in the **STATE OF CALIFORNIA**.

THESE SIGNATURES ATTEST THE PARTIES' AGREEMENT HERETO:

**CONTRA COSTA COMMUNITY COLLEGE DISTRICT    CONTRACTOR**

By: \_\_\_\_\_  
Valorie A. Gale, Director of Purchasing  
Assistant Secretary,  
Governing Board, 500 Court Street  
Martinez, California 94553

By: \_\_\_\_\_  
Rose Lock, Assistant Superintendent  
Student Achievement and School Support  
Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, California 94519  
Tax ID# **68-0091157**

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

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