

**AGREEMENT FOR THE COORDINATION OF THE DENTAL HYGIENE PROGRAM
CHABOT COLLEGE**

July 1, 2011 – June 30, 2014

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this first day of July 1, 2011, by and between CHABOT COLLEGE, CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, STATE OF CALIFORNIA ("AFFILIATE") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a Constitutional Corporation, on behalf of the University of California, San Francisco, School of Dentistry (hereinafter collectively referred to as "UNIVERSITY").

WHEREAS, the AFFILIATE has established a two-year curriculum and program in dental hygiene; and

WHEREAS, it is necessary that the program in dental hygiene meet the requirements of the Dental Board of California (DBC) and the Commission of Dental Accreditation (CODA) (collectively "Accrediting Agencies"); and

WHEREAS, it is desirable and necessary that the UNIVERSITY cooperate with the AFFILIATE in the coordination of the program in dental hygiene, in support of educational activities of AFFILIATE, and in doing so UNIVERSITY shall support the mission of the University of California by providing community service;

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter expressed, the parties hereto agree as follows:

1) **SPECIFIC POWERS, DUTIES AND RIGHTS OF THE AFFILIATE**

- A. The AFFILIATE shall do all things necessary towards the establishment and maintenance of a two-year curriculum and program in dental hygiene which meets the requirements of the Accrediting Agencies, and conforms to all the requirements of federal and state law governing such a program and all its activities.
- B. The AFFILIATE shall employ a program executive and instructors for the program in dental hygiene whose qualifications meet the standards set forth by CODA and followed by the AFFILIATE, who will be employed in such numbers as to provide an agreed upon student-faculty ratio.
- C. The AFFILIATE shall provide didactic and clinical facilities which meet the standards and requirements set forth by the Accrediting Agencies.
- D. The AFFILIATE shall develop a plan acceptable to CODA and UNIVERSITY to assure clinical instruction including, but not limited to, the means of obtaining patients, time allocation within the curriculum for clinical experience, and procedures for evaluating the clinical competence of students.

- E. The AFFILIATE shall maintain all attendance and academic records of students enrolled in the curriculum and shall cooperate and assist the Accrediting Agencies with respect to completion and filing of required reports.

2) **SPECIFIC POWERS, DUTIES AND RIGHTS OF THE UNIVERSITY**

- A. The UNIVERSITY shall assist the AFFILIATE in a curriculum and program in dental hygiene that is consistent with the requirements of the Accrediting Agencies.
- B. The UNIVERSITY shall assist the AFFILIATE by providing consulting services, advice, and supervision as negotiated or on an additional cost basis when deemed necessary by the AFFILIATE.
- C. The UNIVERSITY shall assist in the continuing education and the educational enhancement of the program executive, staff, and/or educational curriculum of the AFFILIATE.
- D. The UNIVERSITY shall conduct at least one visit to the AFFILIATE each year for the purpose of:
 - 1. Evaluating clinical instruction and clinical performance and to make recommendations for the improvement of the instruction and training, and
 - 2. Fulfilling the requirements of AFFILIATE as outlined by the Accrediting Agencies.

3) **COMPENSATION AND BILLING**

- A. AFFILIATE agrees to pay the UNIVERSITY the sum of Three Thousand Five Hundred Dollars (\$3,500.00) per annum for services outlined in this Agreement.
- B. AFFILIATE shall tender payment upon receipt of an invoice from UNIVERSITY, on an annual basis.

4) **INSURANCE**

- A. AFFILIATE, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:
 - 1. Comprehensive or Commercial Form General Liability Insurance or self-insurance (contractual liability included to the extent permitted by Affiliate's insurance policy) with a limit of one million dollars

(\$1,000,000) per occurrence, and three million dollars (3,000,000) in the general aggregate.

However, if such insurance is written on a claims made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Worker's Compensation in a form and amount covering AFFILIATE's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California and other applicable statutes as amended from time to time.
3. All students participating in the dental hygiene program pursuant to this Agreement shall be insured personally for medical malpractice liability. Such insurance shall be for a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Upon request UNIVERSITY shall be provided with an original certificate evidencing medical malpractice liability insurance coverage and such policy cannot be canceled or revoked without at least thirty (30) days prior written notice to UNIVERSITY.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section 4.A.(1), (2), (3) and (4) shall not in any way limit the liability of AFFILIATE.

The coverages referred to under (1) of this Section 4.A. shall be endorsed to include UNIVERSITY as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, and/or employees. AFFILIATE, upon the execution of this Agreement, shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverages.

B. UNIVERSITY shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with limits of one million dollars (\$1,000,000) per occurrence, with a general aggregate of three million dollars (\$3,000,000).
2. General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence.

3. Worker's Compensation and Employer's Liability Self-Insurance Program covering UNIVERSITY's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California and other applicable statutes as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section 4.B.(1), (2), (3) and (4) shall not in any way limit the liability of UNIVERSITY.

The coverages referred to under (2) of this Section 4.B. shall include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UNIVERSITY, its officers, agents, and/or employees. UNIVERSITY, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for advance written notice to AFFILIATE of any modification, change or cancellation of any of the above self-insurance coverages.

5) INDEMNIFICATION

- A. AFFILIATE shall defend, indemnify and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, or agents.
- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees, or agents.

6) TERM AND TERMINATION

- A. Term. The term of this Agreement shall become effective upon final execution and shall continue in effect for a maximum of three (3) years, through June 30, 2014, or until earlier terminated.

- B. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party.
- C. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.
- D. Interruption of Service. Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the excused party.

6) **COMPLIANCE WITH LAWS**

- A. The parties shall comply with all applicable state and federal laws and regulations and with the requirements of all applicable accrediting organizations, including the Dental Board of California.
- B. In the event that a change in state or federal law, statute, regulation or enforcement thereof materially affects this Agreement, the parties agree to negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the terms of this Agreement. If the parties fail to reach a mutually agreeable amendment within thirty (30) days of such negotiation period, this Agreement shall terminate at the end of such thirty (30) day period.

7) **GENERAL:**

- A. Discrimination - Prohibition. UNIVERSITY and AFFILIATE agree not to discriminate in the termination, selection or acceptance of any student pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, or marital status; or citizenship, within the limits imposed by law or UNIVERSITY policy.
- B. Assignment. Neither AFFILIATE nor UNIVERSITY shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.
- C. Severability. If any provision of this Agreement is held to be illegal, invalid, or

unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

- D. Waiver. Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.
- E. Use of Name. Neither party will use the name of the other party or its employees in any advertisement, press release or other publicity without the prior written approval of the other party. The parties agree that any use of the "University" or "the University of California" name or other similar references to the University of California, San Francisco, its physicians or facilities, shall be subject to the prior written approval of the Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.
- F. Exhibits. Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.
- G. Modifications and Amendments. This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. UNIVERSITY and AFFILIATE agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.
- H. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.
- I. Governing Law. This Agreement shall be governed in all respects by the laws of the State of California.
- J. Notices. All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO UNIVERSITY:

Department Chair
Dental Hygiene Affiliation Program Coordinator
University of California, San Francisco
Department of Preventive and Restorative Dental Sciences
707 Parnassus Avenue, D-3236
San Francisco, CA 94143-0758
(415) 476-4038

TO AFFILIATE: JoAnn Galliano
Program Director
25555 Hesperian Boulevard
Hayward, CA 94545
(510) 723-6866

[Signature page follows]

The parties have executed this Agreement for the Coordination of the Dental Hygiene Program as set forth below:

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA
UCSF SCHOOL OF DENTISTRY
UNIVERSITY

CHABOT COLLEGE
CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT
AFFILIATE

BY: _____
Signature

BY: _____
Signature

NAME: Susan Schultz

NAME: _____

TITLE: Associate Dean for
Administration and Finance

TITLE: _____

DATE: _____

DATE: _____

BY: _____
Signature

NAME: Mark Kirkland, D.D.S.

TITLE: Associate Dean for Clinic Administration

DATE: _____

BY: _____
Signature

NAME: William F. Bird, D.D.S., Dr. P.H.

TITLE: Interim Chair, Department of Preventive
and Restorative Dental Sciences,
DH Affiliation Program Coordinator

DATE: _____