SECOND AMENDMENT TO AGREEMENT FOR THE COORDINATION OF THE DENTAL HYGIENE PROGRAM CHABOT COLLEGE

THIS SECOND AMENDMENT is entered into by and between The Regents of The University of California, a public corporation, on behalf of the University of California, San Francisco, SCHOOL OF DENTISTRY (hereinafter "UNIVERSITY"), and CHABOT COLLEGE, CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, STATE OF CALIFORNIA (hereinafter "AFFILIATE"), effective the ______ day of _______, 20__.

WHEREAS, on or about July 1, 2011, UNIVERSITY and AFFILIATE entered into an "AGREEMENT FOR THE COORDINATION OF THE DENTAL HYGIENE PROGRAM CHABOT COLLEGE," and subsequently a First Amendment with an effective date of July 1, 2014 (hereinafter collectively known as the "Agreement").

WHEREAS, the Agreement provides that it may be amended at any time by mutual written consent of the parties; and

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the parties agree as follows:

1. Under Section 2, <u>SPECIFIC POWERS</u>, <u>DUTIES AND RIGHTS OF THE UNIVERSITY</u>, the following language is added:

The UNIVERSITY shall assist the AFFILIATE in establishing and implementing a curriculum on pediatric, special needs, and community dentistry in dental hygiene.

2. The following language in Section 4. A., INSURANCE is deleted in its entirety:

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 the AFFILIATE, its officers, agents, and/or employees. AFFILIATE, upon 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.

And replaced with:

AFFILIATE, its officers, agents, and/or employees. AFFILIATE, upon 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.

3. The following language in Section 4.B., <u>INSURANCE</u> is deleted in its entirety:

The coverages referred to under (2) of this Section 4. B. shall be endorsed to 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 the

UNIVERSITY, its officers, agents, and/or employees. UNIVERSITY, upon execution of this Agreement, shall furnish AFFILIATE with Certificates of 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 insurance coverages.

And replaced with:

UNIVERSITY, upon execution of this Agreement, shall furnish AFFILIATE with Certificates of 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 insurance coverages.

Except as modified above, all terms and conditions of the Affiliation Agreement, including all previous amendments, if any, shall remain in full force and effect.

The parties have executed this Second Amendment to Affiliation Agreement, as follows:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA		CHABOT COLLEGE, CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT, STATE OF CALIFORNIA	
By:		By:	
Name:	Mark Kirkland, D.D.S	Name:	Lorenzo Legaspi
Title:	Associate Dean for Clinic Administration	Title:	Vice Chancellor, Business Services
Date:		Date:	
By:			
Name:	Susan Schultz		
Title:	Associate Dean for Administration and Fin	ance	
Date:			
D.,,			
By:			
Name:	George Taylor, DMD, MPH, DrPH		
Title:	Chair, Department of Preventative and Restorative Dental Sciences		
	and Restorative Demai Sciences		
Date:			