

## AGREEMENT

This agreement is entered into by and between **Chabot College (Contractor)** and **Davis Street Family Resource Center (Agency)** effective July 1, 2013.

### ARTICLE 1. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

#### 1.01 Independent Contractor

Agency and Contractor intend and agree that Contractor is an independent contractor. Nothing in this Agreement is intended to be construed or to establish Contractor as an employee, joint venture, agent or partner of Agency.

#### 1.02 Scope of Services

- A. Contractor shall provide clinical services only as outlined and mutually agreed upon in the Standardized Procedures which is signed and dated by the Director of Dental Hygiene, Chabot Las Positas Community College. These Standardized Procedures will be updated annually.
- B. Contractor shall complete the Agency's scope of services form when there are changes in clinical services and submit to the Agency's medical director and advisory council for approval. Requests shall be in writing and shall not begin until a decision has been rendered from the Agency's medical director. Agency's medical director shall, in writing, approve, deny or amend request from Contractor.
- C. Agency is responsible for providing necessary equipment, supplies, vaccines, and sterilization of instruments at their own expense.

#### 1.03 Personnel

- A. Agency shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent providers which are fully equipped, licensed as appropriate, qualified and assigned exclusively to perform these services.
- B. Agency shall provide payment for supervising dentist services up to twenty four (24) hours per month.
- C. Dental Hygiene students may participate fully in patient care under the direct and immediate supervision of Contractor's faculty members or the supervising dentist.
- D. Agency shall be responsible for maintaining the clinic's appearance after each use, including:

- Cleaning clinic operatories-including two step of all surfaces, flushing of the air/water lines
- Clearing reception room and front office of clutter
- Properly storing and transporting contaminated instruments from the clinic

E. Agency shall be responsible for payment of their own employee benefits and workers compensation insurance.

#### 1.04 Insurance and Indemnification

- A. Each party shall procure and maintain at its sole cost and expense:
- (i) Professional and Commercial General Liability in an amount not less than \$1,000,000 Each Occurrence/\$3,000,000 Annual Aggregate,
  - (ii) Workers' Compensation insurance as required by the laws of the state in which the work is being performed.
  - (iii) Employers' Liability, \$1,000,000 per Accident/\$1,000,000 per Disease/\$1,000,000 Disease Policy Limit.

The Agency, Davis Street Family Resource Center agrees to add the Contractor, Chabot-Las Positas Community College District as an additional insured.

Each party shall in full force and effect insurance with an acceptable insurance company, or shall maintain an acceptable program of self-insurance.

Each party shall furnish to the other satisfactory evidence of its liability insurance coverage. During the term of this agreement, such insurance shall not be cancelled, reduced or expired without 30 days advance written notice to other party.

If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, party shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

#### B. Indemnification

Each party shall defend, indemnify, and hold the other party, its officers, directors, employees, agents, assigns, and students and trainees harmless from and against any and all liability, loss, expenses (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, expenses, attorneys' fees, or claims for injury or damages are caused by or result

from the negligent, wrongful, or intentional acts or omissions of the indemnifying party. The provisions of this Paragraph shall survive the termination or expiration of the Agreement.

## ARTICLE 2. TERM OF SERVICE

### 2.01 Term of Agreement

This agreement shall be for the period of July 1 to December 14, 2013, so long as funding from Agency remains available. However, the Agreement may be terminated or modified by the Contractor or Agency with thirty **(30)** days written notice.

The agency will use the facility for a total of twelve (12) Saturdays

## ARTICLE 3. COMPENSATION

### 3.01 Rate of Payment

- A. Agency shall pay monthly for the services of Contractor as follows:
1. Use of two dental hygiene operatories \$35/ dental operator (\$70/day)-  
Room 2203
  2. Use of the reception room \$200-Room 2204
  3. Use of front desk \$100
  4. Janitorial Services \$ 200

Facilities cost/day \$570 for a total cost of \$6840 (\$1140/month)

- B. Payment shall be made to:
- Chabot College  
Attn: Rosie Mogle – Business Services  
25555 Hesperian Blvd.  
Hayward, CA 94545

### 3.02 Method of Payment

Agency shall pay Contractor monthly. Payment is due the first Monday of each month.

### 3.03 Criteria for Payment

In its sole discretion, Contractor shall determine the reasonableness, allocability And allowability of any rates, costs and expenses charged by Contractor.

### 3.04 Hours of Operation

Two Saturdays/month dates to be agreed upon by the contractor and the agency  
8:00 am to 5:00 pm (last patient to be scheduled at 4:00pm)

## ARTICLE 4. GENERAL CONDITIONS

### 4.01 Assignment

No assignment of this contract shall be made without the consent of the Contractor.

### 4.02 Modifications

Any supplement to or modification or waiver of any provisions of this Agreement must be in writing and signed by an authorized representative of both parties.

### 4.03 Enforceability

If any provision of this Agreement or any portion of any provisions, are held to be illegal, or invalid or unenforceable, the parties shall negotiate an adjustment consistent with the purposes of this Agreement. Subject to the foregoing, the illegality, invalidity, or unenforceability of any provision of this Agreement will not affect the legality, validity, or enforceability of the remaining provisions and this Agreement shall be construed as if such illegal, invalid or unenforceable provision or portion of a provision had not been contained herein.

### 4.04 Entire Agreement

This is the entire agreement and exclusive Agreement between the parties with respect to the services provided hereunder and supersedes all prior agreements, proposals or understandings whether written or oral, except to the extent the same may be specifically incorporated by reference.

### 4.05 Waiver

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect.

### 4.06 Interpretation

This Agreement shall be interpreted under the laws of the State of California.

4.07 Written Notices

Any and all notices between Agency and Contractor provided for or permitted under the Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, certified postage prepaid. Notices to Contractor should be sent to:

Notices to Agency should be sent to:

Rose Padilla Johnson  
Executive Director  
Davis Street Family Resource Center  
3081 Teagarden St.  
San Leandro, CA 94577

ARTICLE 5. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by their officers hereunto duly authorized, on the day and year first above written.

Davis Street Family Resource Center  
3081 Teagarden St.  
San Leandro, CA 94577

Approved for  
**Chabot-Las Positas Community College District**

Approved for  
**Davis Street Family Resource Center**

\_\_\_\_\_  
Signature  
Connie Willis  
Vice President of Administrative Services  
**Chabot College**

\_\_\_\_\_  
Signature  
Rose Padilla Johnson  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Lorenzo Legaspi  
Vice Chancellor, Business Services  
**Chabot Las Positas Community College District**

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