

Agreement between
Chabot-Las Positas Community College District
And
University of The Pacific, Arthur Dugoni School of Dentistry
Union City Dental Care Center
For Use of Clinical Facilities for the
Dental Hygiene Program
Chabot College

This Agreement is made and entered into on the 1st day of September, by and between the Chabot Las Positas Community College District (hereinafter referred to as District) and University of The Pacific, Arthur Dugoni School of Dentistry (UOP), Union City Dental Care Center (hereinafter referred to as Clinical Facility) for the purposes of providing clinical education for Dental Hygiene Program operated by District.

In consideration of the covenants, conditions, and stipulations expressed herein, and in consideration of the mutual benefits to be derived there from, the parties agree as follows:

I. College Responsibilities and Understandings

- A. The Dental Hygiene Program of Chabot College, to be conducted under this Agreement is a program of the District and not of the Clinical Facility.
- B. The District shall be responsible for the academic content of the program and shall provide necessary instruction and academic supervision with respect to the portion of the program under the supervision of District employees. District shall be responsible for clear and specific objectives and planned learning activities for the clinical component of instruction, clinical manuals for students, and appropriate evaluation instruments for student learning.
- C. The clinical experience segment of the program shall be conducted in a manner satisfactory to the Clinical Facility and the time and place, and subject matter of all such training shall be subject to approval of the Clinical Facility. Clinical Facility personnel may participate in the instruction of students, where such instruction is considered of particular value and when mutually agreed upon.
- D. District shall have the right to designate the students who will participate in the clinical aspects of the Program conducted hereunder, provided each student is enrolled in the Dental Hygiene Program and has the requisite maturity and academic background for participation, and provided further, that the Clinical Facility shall have the right to limit the number of students who may be allowed to participate at any one time.
- E. District shall be responsible for keeping all attendance and academic records of the students. The District may delegate, to the Clinical Facility and its personnel,

student evaluation activities where appropriate and as long as the District's primary responsibility for this function is not compromised.

- F. District shall furnish the Clinical Facility with such evidence as the Clinical Facility may reasonably require to assure itself that each student assigned for training hereunder is free from any mental or physical impairment that would prevent the student from meeting the academic and technical standards requisite to admission or participation in the clinical aspects of the program.
- G. District shall be responsible for arrangement of meetings with appropriate Clinical Facility staff in order to clarify the relationship of the specific instructional program, utilization of facility resources, and numbers of students to be assigned and mutually agreed upon scheduling of students at the appropriate hours.

II. Clinical Facility Responsibilities and Understandings

- A. Clinical Facility shall provide appropriate general patient care facilities for the clinical aspects of the program conducted under this Agreement. The facilities shall be designated by the Clinical Facility and shall not endanger the health, safety or welfare of the District's students or employees.
- B. Clinical Facility shall ensure that it is in compliance with State and National guidelines and standards relevant to each specific program.
- C. Clinical Facility shall provide appropriate health and safety training to all students on a regular basis, in accordance with prevailing Federal and State laws.
- D. Clinical Facility shall provide equipment, materials, lockers or closets with locks for student valuables, and other necessary resources that are adequate to provide an appropriate clinical experience.
- E. Clinical Facility shall ensure that students are familiar with and observe all rules, regulations, and policies of the Clinical Facility. The Clinical Facility shall have the right, after notifying the Program Coordinator, to terminate the participation of any student for failure to abide by its rules, regulations, and policies subject to each program's due process procedures.
- F. Notwithstanding paragraph II.A, Clinical Facility reserves the right, without prior notice, to limit the use of any of its facilities when, in an emergency, the Clinical Facility deems such a limitation necessary for the proper operation of Clinical Facility.
- G. Clinical Facility shall retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their

presence affects the operation of the facility and/or the direct or indirect care of patients.

- H. Clinical Facility shall permit District personnel to participate in the instruction of students on Clinical Facility premises when, in the opinion of the Clinical Facility, such participation will not interfere with Clinical Facility operation.
- I. Clinical Facility officials grant the District the right to visit the Clinical Facility premises, to consult with Clinical Facility personnel involved in the program, to consult with students assigned to the Clinical Facility, and to evaluate student progress while they are on Clinical Facility premises; provided, however, that such visits shall be subject to reasonable regulations of the Clinical Facility and Clinical Facility's right to control the conduct of persons at its facility.

III. Prohibition against Discrimination

Clinical Facility and District shall not discriminate against any person because of race, color, creed, age, national origin, sex, marital status, or veteran's status as provided by law. In addition, Clinical Facility and District shall not discriminate against any person because of handicap under Section 504 of the federal Rehabilitation Act of 1973 or disability under the Americans with Disabilities Act of 1990

IV. Indemnification

Both District and Clinical Facility shall save harmless and indemnify each other against all claims, demands, suits, judgments, expenses and costs of any and every kind on account of injury to or death of persons or loss of or damage to property arising out of any activity of the other, its officers, employees or servants under the provisions of this Agreement.

V. Student Relationships

Students, while participating in the program conducted pursuant to this Agreement, shall not be considered employees of the Clinical Facility. By virtue of this Agreement, Clinical Facility does not assume any liability under any law relating to workers compensation on account of any act of any student performing, receiving clinical experience and training, or traveling pursuant to this Agreement. Students participating in the program conducted pursuant to this Agreement shall not be entitled to any monetary remuneration for services performed by them, in the course of receiving clinical experience pursuant to this Agreement, nor shall Clinical Facility otherwise have any monetary obligation to District faculty or other individuals by virtue of this Agreement.

VI. Insurance

District and Clinical Facility shall secure and maintain Professional and Commercial General Liability in an amount not less than \$1M each occurrence/\$3M annual aggregate. On request, an insurance certificate shall be provided by Clinical Facility and District respectively.

District shall secure or ensure that each student procures and maintains in force during the term of the student's internship, professional liability insurance arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall be not less than \$1M (\$1,000,000) for each occurrence and \$3M (\$3,000,000) in the aggregate. Such coverage is to be obtained from an insurer rated A or better by AM Best. District shall require each student to provide evidence of his or her professional liability coverage to the Clinical Facility.

VII. Waiver of Subrogation

Notwithstanding any other provision of this Agreement, in the event of property loss related to this Agreement, each of the parties hereto (and all persons claiming under each of the parties) shall look first to any insurance in its additional cost, each party shall obtain for such policy for such insurance, provisions of the insurance, and each party, to such extent permitted, for itself and its insurers, waives all such insurance claims against the other party.

VIII. Relationship

It is expressly understood that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and Clinical Facility, but is rather an Agreement by and between independent contractors, these being District and Clinical Facility.

IX. Term

This Agreement shall be effective from September 2016 to September 2019 (not more than three years). Either party may terminate this Agreement by giving 90 days written notice of termination to the other party

