

**Agreement between
Chabot-Las Positas Community College District And
La Clinica de la Raza**

For Use of Clinical Facilities for Dental Hygiene Program Chabot College

This Agreement is made and entered into on the 1st day of January, 2018 by and between the Chabot Las Positas Community College District (hereinafter referred to as District) and La Clinica de la Raza (hereinafter referred to as Agency).

WITNESSETH

WHEREAS, the Agency operates an Agency at, La Clinica de la Raza at 3050 East 16th Street, Oakland, California, 94601. WHEREAS, the District conducts Chabot Dental program herein after.

WHEREAS, the parties desire the District students in its Program use the Agency's Agency to improve their learning experience. 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:

1. Term

This Agreement shall be effective from January, 2018 to January, 2021 (not more than three years). Either party may terminate this Agreement by giving 90 days written notice of termination to the other party. If notice of terminate is given by the Agency and the ninety (90) days expires during an instructional subsequence, termination shall become effective at the end of the instructional sequence.

2. Agency Responsibilities and Understandings

- A. Agency 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 Agency and shall not endanger the health, safety or welfare of the District's students or employees.
- B. Agency shall ensure that it is in compliance with State and National guidelines and standards relevant to each specific program.
- C. Agency shall provide appropriate health and safety training to all students on a regular basis, in accordance with prevailing Federal and State laws.
- D. Agency 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. Agency shall ensure that students are familiar with and observe all rules, regulations, and policies of the Agency. The Agency 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, Agency reserves the right, without prior notice, to limit the use of any of its facilities when, in an emergency, the Agency deems such a limitation necessary for the proper operation of Agency.
- G. Agency 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. Agency shall permit District personnel to participate in the instruction of students on Agency premises when, in the opinion of the Agency, such participation will not interfere with Agency operation.
- I. Agency officials grant the District the right to visit the Agency premises, to consult with Agency personnel involved in the program, to consult with students assigned to the Agency, and to evaluate student progress while they are on Agency premises; provided, however, that such visits shall be subject to reasonable regulations of the Agency and Agency's right to control the conduct of persons at its facility

3. District Responsibilities

- A. The Dental Hygiene Program of Chabot College, to be conducted under this Agreement is a program of the District and not of the Agency.
- 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 Agency and the time and place, and subject matter of all such training shall be subject to approval of the Agency. Agency 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 Agency 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 Agency 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 Agency with such evidence as the Agency 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 Agency 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.

4. Prohibition Against Discrimination

Agency 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, Agency 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

5. Indemnification - Workers Compensation

The parties agree that Agency is not to assume nor shall it assume by this Agreement any liability under the California Worker's Compensation Insurance and Safety Act for, by, or on behalf of any students or District instructors while said students or District instructors are on the premises of the Agency or while performing any duty whatsoever under the terms of this Agreement or while going to or from any of Agency's facilities. District hereby agrees to assume such liability and indemnify and hold Agency harmless there from. District assumes and relieves and by this Agreement assumes and relieves the Agency of and indemnifies and holds Agency harmless from all liability therefore if any there be, and any such liability which hereafter may exist under said State Compensation Act because of injuries arising out of and in the course of said performance of any duties whatsoever under the terms of this Agreement; provided, however, that the District shall not assume nor relieve the Agency from tort liability arising from the tortuous conduct of Agency officers, agents, or employees. For the purpose of any determination or interpretation under this clause, each student, if determined to be an employee of either party hereto, shall be considered the employee of the District and not the employee of the Agency, for Worker's Compensation purposes only.

6. Student Relationships

Students, while participating in the program conducted pursuant to this Agreement, shall not be considered employees of the Agency. By virtue of this Agreement, Agency 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 Agency otherwise have any monetary obligation to District faculty or other individuals by virtue of this Agreement.

7. **Insurance**

District and Agency shall each secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amount of \$1 million combined single limit and written by carriers satisfactory to Agency and District respectively. Such policies shall name the other party as additional insured to that policy. On request, a certificate of insurance which covers the liability described herein above, shall be provided by Agency and District respectively. Both party may also self-insure, and such self-insurance shall be certified in writing if requested by the other party.

8. **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.

9. **Student Malpractice Insurance**

All students enrolled in the aforementioned program shall be insured personally for medical malpractice liability.

10. **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 Agency, but is rather an Agreement by and between independent contractors, these being District and Agency.

11. **Written Notice**

Any notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by

registered or certified mail, return receipt requested, postage prepaid, and addressed to:

CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT
7600 Dublin Blvd. 3rd Floor
Pleasanton, CA 94568
Attn: Lorenzo S. Legaspi
Vice Chancellor, Business Services

AGENCY
La Clinica de la Raza, Inc.
3050 East 16th Street
Oakland, CA 94601
Attn: Jane Garcia,
CEO La Clinica de la Raza

And
Dale Wagoner, Dean Health, Kinesiology &
Athletics
Chabot College
25555 Hesperian Blvd,
Hayward, CA 94545

Either part by written notice to the other party may change the address of notice or the names of the persons or parties to receive notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate on the date specific immediately below their respective signatures. .

CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT
By: _____
Signature
Lorenzo S. Legaspi

Print Name
Vice Chancellor, Business Services

Title

LA CLINICA DE LA RAZA
By: _____
Signature
Dr. Jane Garcia

Print Name
CEO La Clinica de la Raza

Title