

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT  
AND \_\_\_\_\_  
(Name of Dentist or Dental Office)**

**AGREEMENT FOR  
DENTAL ASSISTING CLINICAL/FIELD UNPAID INTERNSHIP  
FOOTHILL COLLEGE**

This is an agreement between Foothill-De Anza Community College District (District) and

\_\_\_\_\_  
Name of Dentist or Dental Clinic/Office (Contractor)  
and is effective as of **August 1, 2021**.

**WHEREAS:**

District conducts a Dental Assisting Program which provides pre-hospital/clinical/field training for persons desiring to become registered dental assistants in accordance with the provisions of California laws and regulations pertinent to dental assisting training.

District is desirous that its trainees participating in the program obtain clinical/field experience with Contractor.

Contractor has clinical/field facilities for furnishing this clinical/field experience to the trainees participating in the District's program and is desirous of making its clinical/field facilities available for this purpose.

**NOW THEREFORE, the parties agree as follows:**

1. Contractor agrees to provide a supervised program of clinical/field experience to the selected dental assisting trainees in accordance with the terms and conditions stated in this agreement. Individuals supervising the clinical/field experience shall be mutually acceptable to the parties.
2. The period of time for each trainee's clinical/field experience at Contractor shall be mutually agreed upon between Contractor and District prior to the beginning of each trainee's clinical/field experience. Reasonable extensions may be agreed to by the parties if a particular trainee requires additional experience.
3. The number of trainees to participate in the clinical/field experience at Contractor at any given time shall be mutually agreed upon by District and Contractor prior to the beginning of the clinical/field experience program, and may be modified from time to time by mutual agreement upon the request of either party.
4. District shall be responsible for selecting the individual trainees who will be assigned to Contractor, and such selection will be made without regard to the race, creed, color, sex, handicap or national origin, age, ancestry, sexual orientation, marital status, religious affiliation or non-affiliation, disability, medical condition (including but not limited to AIDS, ARC, HIV positive diagnosis, or cancer), political affiliation or union membership. Prior to the beginning of each trainee's clinical/field experience at Contractor, District shall forward to Contractor the name, biographical data, report of health status, and other appropriate information of each trainee selected by District to participate in Contractor's clinical/field experience. Contractor shall have the right, prior to arrival of the trainees, to request from District additional reasonable information concerning any or all of the selected trainees.

5. Contractor may require District to withdraw from Contractor's clinical/field experience training program any trainee who Contractor determines is not performing satisfactorily, or who refuses to follow Contractor's administrative and patient care policies, procedures, rules and regulations. Such request must be in writing and must include a statement of the reason or reasons why Contractor desires to have the trainee withdrawn. Any such request by Contractor shall be made without regard to race, color, creed, national origin, age, ancestry, sexual orientation, marital status, religious affiliation or non-affiliation, disability or medical condition (including but not limited to AIDS, ARC, HIV positive diagnosis, or cancer), which will not materially interfere with the clinical/field experience, political affiliation, or union membership.
6. District shall notify the trainees that the trainees shall be responsible for:
  - (a) Following the administrative and patient care policies, procedures, rules and regulations of Contractor;
  - (b) Arranging for their own transportation and personal living accommodations and costs when not provided by Contractor; and
  - (c) Adhering to program requirements concerning obtaining the necessary health screening.
7. The Contractor must provide the necessary and appropriate personal protective equipment. The dental assisting trainees will provide their own safety glasses and protective outerwear.
8. Contractor shall provide an evaluation for each trainee to District on forms provided by District.
9. Contractor shall, upon reasonable request, permit District and/or appropriate governmental agencies charged with the responsibility of accrediting or approving the dental assisting training program to inspect the clinical/field facilities, services available for clinical/field experience, trainees' records, and such other materials which pertain to the clinical/field training program.

### **Student Relationship**

It is expressly agreed and understood by District and Contractor that the trainees under this program are in attendance at Contractor for educational purposes, and they are not considered to be employees of Contractor for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or worker's compensation. Further, it is agreed and understood that the trainees in attendance at Contractor are not considered to be employees of District for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits pursuant to Education Code 78249. (Students are covered by District's workers compensation insurance.)

### **Relationship**

It is agreed and understood that the parties to this agreement are independent contractors and that neither is the employee or employer of the other and that the employees of one are not the employees of the other.

### **Prohibition Against Discrimination**

Contractor 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, Contractor 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.

### **Indemnification**

Both District and Contractor will indemnify, defend, and hold each other harmless from any loss, injury, damage or liability incurred by reason of anything done or omitted to be done by the other, its officers, employees or agents in connection with performance of this agreement.

### **Insurance**

District and Contractor shall secure and maintain at all times during the term of this contract, at their respective sole expense, commercial general liability insurance covering themselves and their respective employees. Such coverage provided by District and Contractor may be afforded by commercial insurance or self-insurance with limits of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

District and Contractor shall each secure and maintain at all times during the term of the contract, at their respective sole expense, Workers' Compensation and Employers' Liability insurance covering their respective employees. Such coverage provided by District and Contractor may be afforded via commercial insurance or self-insurance. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage

District and Contractor each shall secure and maintain at all times during the term of the contract, at their respective sole expense, professional liability insurance (medical malpractice), covering themselves and their respective employees and students with limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate.

Such coverage provided by District and Contractor may be commercial insurance, self-insurance, a captive, or some combination thereof and shall not be cancelable except upon 30 days' prior written notice to the other party. Such insurance shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both District and Contractor hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this contract. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

### **Term**

This agreement shall continue in effect from **August 1, 2021** (not to exceed three (3) years). Provided however that unless either party sends the other written objection at least 60 days prior to **July 31, 2024**, this agreement shall automatically renew for additional two years and shall then expire on **July 31, 2026**. This Agreement may be terminated by either party upon giving ninety (90) days prior written notice to the other party, provided, however, that at the election of the District, termination by either party shall not affect any student(s) assigned to the Contractor on the date of the notice of termination until the end of the academic term then in session.

The Director of District's Dental Assisting Training Program, the District's Vice Chancellor of Business Services, and Contractor's Chief Administrative Officer may mutually agree upon, and may formalize by a separate writing, the operational details of the clinical/field training program, and such separate agreement and writing will be binding on both District and Contractor in the same manner as if they had been part of this agreement.

This agreement may be modified or amended without additional consideration at any time by mutual written consent of the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement in duplicate by their duly authorized representatives.

**Foothill-De Anza Community  
College District**

By: Cara Miyasaki

Name: Cara Miyasaki, RDA, RDHEF, MS

Title: Dental Assisting Program Director

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Vice Chancellor, Business Services

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

**Contractor (Dental Clinic/Office)**

**Write your Dental Office Contact below:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

*A copy with all signatures will be returned.*