MEMORANDUM OF UNDERSTANDING
BETWEEN
ASIAN HEALTH SERVICES
AND
PERALTA COMMUNITY COLLEGE DISTRICT

This is an Agreement ("Agreement") between Peralta Community College District ("PCCD") College of Alameda ("COA"), and Asian Health Services ("AHS").

WHEREAS the Peralta Community College District and Asian Health Services are committed to providing services to low income populations within our county.

WHEREAS access to dental care for low income and uninsured patients can be difficult and sometimes impossible to attain.

WHEREAS the detrimental effects of delayed dental care on overall health and ability to concentrate in school are well documented.

WHEREAS it is of obvious interest of each institution to collaborate to address dental concerns of Peralta students and the community at large; and the joint use of facilities and equipment is of benefit to both institutions.

WHEREAS each institution has engaged this problem with a spirit of collaboration that has found a sensible, sustainable solution to the issue of inaccessible dental care.

NOW THEREFORE COA and AHS agreed to establish a dental clinic on the COA campus that serves low income, uninsured, and underinsured clients.

I. PURPOSE

COA and AHS shall jointly establish a public dental clinic for joint use by low income, uninsured, and underinsured clients. Eligible clients will include Peralta Community College students, residents of the City of Alameda, and other residents who need services. The clinic will also provide practical experience and internships for the Dental Assisting students at COA. The clinic will become operative Winter 2009 - 2010.

II. FACILITIES, RESOURCES AND MATERIALS

A. As detailed in Attachment A (blueprint of 2nd floor of A Building), the AHS Alameda Dental Clinic shall be located on the 2nd floor of the "A" Building on the COA campus of the Peralta Community College District.

B. COA shall provide the land and all necessary infrastructure including, but not limited to, a fully operable 4 chair dental clinic, including all dental clinic equipment (Attachment B), furniture, and necessary utility infrastructure including but not limited to plumbing and sewer, electrical outlets, and technology wiring.
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III. PERSONNEL AND ADMINISTRATIVE STAFF

A. AHS will be responsible for providing all personnel for the dental clinic. AHS shall also provide proof of insurance for operating such dental clinics, including but not limited to medical malpractice insurance.

B. All dental clinic staff shall be hired and assigned by the Human Resource Department of AHS pursuant to its normal hiring and assignment policies and practices.

C. All AHS personnel responsible for dental clinic staffing and supervision activities shall be subject to the hiring, firing, transfer, tenure, supervision and evaluation procedures of AHS.

D. AHS shall designate a liaison ("AHS Liaison") to the COA.

E. COA shall designate a liaison ("COA Liaison") to the AHS administrator.

IV. OPERATION OF THE PROGRAM

A. The AHS dental clinic will have exclusive rights to operate for a minimum of twenty hours a week on Mondays, Fridays and Saturdays. Specific hours will be coordinated through a collaborative process between COA and AHS.

B. Based on the hours of service, AHS will provide projections of the number of patients to be served, including the number of patients from PCCD, the City of Alameda, and Alameda County.

C. The City of Alameda will collaborate with AHS and the County of Alameda to conduct an outreach campaign that targets the City of Alameda's low income, uninsured, and underinsured populations.

D. The Dental Assisting Program at the College of Alameda will engage in a dental assisting internship with AHS dental clinic. This internship will take place during the spring semester. There will be two internship rotations with the AHS clinic at the College of Alameda. Each session there will be a total of 4-dental assisting interns assigned to the AHS clinic.
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RESPONSIBILITIES OF THE DENTIST:

1. Direct the occupational experience of the student in such a manner as to provide appropriate learning, with equipment and materials, in the practices and skills of the occupation, its nature, its attendance responsibilities, and its opportunities so as to assure maximum educational benefit.

2. Notify the coordinator of the dental assisting program of any development which may constitute unsatisfactory performance or other problems relative to this Agreement.

3. Provide the coordinator of the dental assisting program with information regarding the progress and work evaluation of the student. Upon this basis, the college will award academic credit for successful completion of the work experience, verified by the participating dentist's signature.

4. Provide the student with 7 to 8 hours per day of work experience. Attendance is to be expected just as if the student was employed, and an accurate record of the student's attendance must be maintained.

5. Supervise the clinical experience of the student.

RESPONSIBILITIES OF THE COLLEGE:

1. Provide a planned curriculum of clinical experience in dental assisting.

2. Coordinate with the participating dentist evaluation of the student's performance and appropriate guidance to the student.

3. The college's dental assisting students are insured by Malpractice Liability and Workman's Compensation.

RESPONSIBILITIES OF THE DENTAL ASSISTANT:

1. Inform the office of her/his assignment and set up an appointment to visit the office prior to the first in-office training date to meet the doctor and staff.

2. Attend all assigned days of training, in conformance with office hours as well as College of Alameda regulations and holidays.

3. In case of illness or accident, notify the dental office and dental assisting instructor before the beginning of the workday.
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4. Be in “uniform” according to office preference or COA standard uniform
5. Treat all persons with professionalism and respect
6. Abide by the code of ethics and confidentiality of the dental healthcare profession
7. Receive no financial remuneration for any training during internship.

V. TERMINATION

A. This agreement shall commence on February 1, 2010 and continue for five (5) years unless terminated by either party. After five years, COA and AHS will need to renew this agreement.

B. Either party shall have the right to terminate the Agreement by giving written termination notice (“Termination Notice”) no less than one hundred eighty (180) days. The written notice shall state the effective program ending date (“Ending Date”).

VI. GENERAL TERMS AND CONDITION

A. Mutual Hold Harmless Clause: Under this Agreement, COA/PCCD agrees to indemnify, defend and hold AHS harmless, including its officers, trustees, agents, representatives and employees from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations of AHS dental clinic by COA/PCCD and AHS hereinunder, resulting from the conduct, negligent or otherwise in whole or in part (comparative liability), of COA/PCCD, its officers, trustees, agents, representative, or employees under this agreement, to the extent permitted by law.

Under this Agreement, AHS agrees to indemnify, defend and hold COA/PCCD harmless, including its officers, trustees, agents, representatives and employees from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations of ASTI by COA/PCCD and AHS hereinunder, resulting from the conduct, negligent or otherwise in whole or in part (comparative liability), of AHS, its officers, trustees, agents, representative, or employees under this agreement, to the extent permitted by law.
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B. **Mediation:** Unless prohibited by law, the parties to this Agreement hereby covenant to submit all disputes arising out of this Agreement to mediation. The forum for the mediation shall be in Alameda County. The parties shall in good faith attempt to resolve the matter before pursuing other available legal remedies. Any party may initiate mediation by sending a written demand to the other party. The written demand shall describe the dispute with specificity.

C. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto and supersedes in all respects all previous or contemporaneous communications, understandings and agreements regarding the content of this Agreement, either written or oral.

D. **Modification:** This Agreement may not be modified or amended except in writing and signed by the parties hereto. Requests to modify this agreement shall be sent to the designated liaison for either party as defined in Section III D and E of this agreement.

E. **Assignment:** AHS shall not assign its rights or delegate its duties hereunder without the prior written consent of PCCD.

F. **Non-Discrimination Clause:** The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, PCCD Board Policy 4.03, and all other applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment, education, and contracting. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, ancestry, actual or perceived sexual orientation, gender identity, transgender status at any state, marital status, physical or mental disability, political affiliations, veteran status, national origin, or other personal characteristic protected by federal or state law.

G. **Amendment and Signatures:** This Agreement may be amended in writing upon mutual agreement by all parties hereto. This agreement may be executed in counterparts, each of which so executed shall be deemed an original, irrespective of the date of execution and delivery, and the counterparts shall constitute one and the same document.
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The Agreement is made and entered into on this 9th day of February and is subject to and becomes effective only upon approval by the AHS Board of Directors and PCCD Board of Trustees and shall be effective ______.

ASIAN HEALTH SERVICES

By: Sherry Hirota
Chief Executive Officer
Asian Health Services

Approved as to Form:

By: __________________________
Name: ________________________
Legal Counsel
Asian Health Services

PERALTA COMMUNITY COLLEGE DISTRICT

By: __________________________
Elihu M. Harris
Chancellor
Peralta Community College District

Approved as to Form:

By: __________________________
Name: ________________________
General Counsel
Peralta Community College District

Expires Feb 2015