

**CLINICAL AFFILIATION AGREEMENT**

**BETWEEN**

**CHABOT COLLEGE**

**AND**

**SCHOOL OF DENTISTRY, LOMA LINDA UNIVERSITY**

**THIS AGREEMENT**, made by and between **CHABOT COLLEGE**, hereinafter referred to as "Program or Student Teaching Supervisor," and **LOMA LINDA UNIVERSITY**, hereinafter called "the University."

**WITNESSETH**

**THAT WHEREAS** the University has established approved Clinical and/or Didactic Programs of special training covered by this Agreement and set forth in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "the Program" ; and

**WHEREAS** the Program requires facilities where students can obtain the clinical and/or didactic learning experience required in the curriculum; and

**WHEREAS** the Program has the clinical and didactic setting and equipment needed by Program trainees as part of their practical learning experience;

**NOW THEREFORE** in consideration of the foregoing and of the mutual promises set forth herein, the University and the Program/Student Teaching Supervisor, agree as follows:

**1. RESPONSIBILITIES OF THE PROGRAM/STUDENT TEACHING SUPERVISOR**

1.1 The Program/Student Teaching Supervisor will provide suitable clinical and/or didactic experience situations as prescribed by the Program curriculum and objectives to be provided by the University under paragraph 2.7 below. It is understood that in no case shall students replace regular staff.

1.2 The Program will designate appropriate personnel to coordinate the student's clinical and/or didactic learning experience in the Program. This will involve planning between responsible University faculty and designated Program/Student Teaching Supervisor personnel for the assignment of students to specific clinical cases and/or didactic experiences, including selected conferences, clinics, courses and programs conducted under the aegis of the Program/Student Teaching supervisor. The Program/Student Teaching Supervisor will designate and submit in writing to the University the name and professional and academic credentials of the Clinical or Student Teaching Supervisor. The Program/Student Teaching Supervisor will notify the University in writing of any change or proposed change of the Clinical or Student Teaching Supervisor.

1.3 The Program/Student Teaching Supervisor will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the University.

1.4 The Program/Student Teaching Supervisor will recommend to the University the withdrawal of a Program student if: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at the

Program/Student Teaching Supervisor, or (b) the behavior of the student fails to conform to the applicable regulations of the Program/Student Teaching Supervisor. The Program/Student Teaching Supervisor will assist the University, if necessary, in implementing this recommendation.

1.5 The Program/Student Teaching Supervisor reserves the right, exercisable in its discretion, after consultation with the University in accord with paragraph 2.1 below, if possible, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Program/Student Teaching Supervisor.

1.6 The Program/Student Teaching Supervisor shall provide all equipment and supplies needed for clinical instruction at the Program/Student Teaching Supervisor. The student's name/identification badge shall be provided by the University.

1.7 The Program/Student Teaching Supervisor will provide the University with a copy of the written regulations which will govern the student's activities while at the Facility/Program.

1.8 The Program/Student Teaching Supervisor will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the University on forms provided by the University.

## **2. RESPONSIBILITIES OF THE UNIVERSITY**

2.1 The University will withdraw a student from the clinical or didactic program at the Facility/Program if, after consultation in accord with paragraph 1.5, the University determines such action to be warranted.

2.2 The University will prohibit the publication by the students of any material relative to their clinical learning experience that has not been approved for release for publication by both the Program/Student Teaching Supervisor and the University.

2.3 It shall be the responsibility of the University representative after consultation with the Program/Student Teaching Supervisor, to help plan the clinical educational program for student clinical experiences.

2.4 The University will provide the Program/Student Teaching Supervisor with an annual announcement or description of the program, curriculum and/or objectives to be achieved at the Facility.

2.5 Students of the University will abide by the policies of the Facility/Program while using its facilities. University students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the Facility/Program.

2.6 The University assures that all students are covered by health and liability (malpractice insurance).

2.7 The University will assign to the Facility/Program only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.8 Agree that each student participating in the Program shall be subject to the drug/alcohol screening policy in effect at Facility/Program during the time of the clinical experience, if required. Positive drug test results shall be submitted to the University Department Chairperson for action according to University Policy.

2.9 Ensure that, prior to clinical placement, each student will be skin tested for tuberculosis with the PPD test and Hepatitis B (positive antigen). University will determine frequency of retesting for student(s) based on University Protocol and Guidelines.

**3. RESERVATION OF RIGHTS; PLACEMENT**

The University reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

**4. DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED**

Recognizing that the specific nature of the clinical experience may vary, it is agreed by the University and the Program/Student Teaching Supervisor upon execution of this agreement and within the scope of its provisions, the University representative may develop letter agreements with their clinical counterparts in the Facility/Program to formalize operational details of the Clinical Program at the Facility.

**5. UNIVERSITY INSURANCE AND INDEMNIFICATION**

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows

- A. Dental Professional Liability coverage with limits of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).

- C. Workers' Compensation coverage covering University's full liability as required under state law.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 5 A. and B. shall not in any way limit the liability of University.

The University, upon the execution of this Agreement, shall furnish Program/Student Teaching Supervisor with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to Facility of any cancellation of the above coverage.

**6. PROGRAM/STUDENT TEACHING SUPERVISOR INSURANCE AND INDEMNIFICATION**

The Facility/Program shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

- A. Dental Professional Liability coverage with limits of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- C. Workers' Compensation coverage covering Facility's full liability as required under state law.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 6.A. and B. shall not in any way limit the liability of Facility.

The Program/Student Teaching Supervisor, upon the execution of this agreement, shall furnish University with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to University of any cancellation of the above coverage.

The Facility/Program hereby agrees to defend, indemnify, and save harmless the University from any liability or damage the University may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence of the Program/Student Teaching Supervisor, its employees, or authorized agents. The University agrees to give the Facility/Clinical Supervisor notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

## **7. NONDISCRIMINATION**

The Program/Student Teaching Supervisor and the University agree that neither will discriminate against a beneficiary of services provided by the Facility in the performance of this Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap. The Program/Student Teaching Supervisor understand that the University is a religious nonprofit corporation and holds various rights, privileges and exemptions under federal and state constitutions

and laws as an educational institution, including but not limited to 42 USC secs. 2000e-1, 2000e-2; Federal Executive Order 11246 (as amended); 41 CFR secs. 60-1.5(a)(5); 20 USC sec. 1681(a) (3); 34 CFR secs. 106.12(a)(b), 106.21, 106.31, 106.39, 106.40, 106.51 and 106.57; California Government Code secs. 12926(d)(1); and Title II, Division 4, Chapter 2, sec. 7286.5 of the California Code of Regulations; the First Amendment to the United States Constitution and Article I, sec. 4 of the California Constitution.

#### **8. TERMINATION**

This agreement will be effective on a continuing basis unless otherwise stipulated. Either party may terminate this Agreement upon ninety (90) days written notice to the other party except that if the University terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this clause shall be sent by registered mail.

#### **9. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge that they are independent contractors. In no event shall this agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The Facility/Program and the University shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No resident shall look to Facility for any salaries, insurance or other benefits.

#### **10. CONFIDENTIALITY**

The University will require residents to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the

Facility/Program. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. It shall be required of residents and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the Facility/Program and the patient, utilizing the patient confidentiality policies and procedures of the Facility/Program.

#### **11. NONASSIGNMENT AND SUBCONTRACTING**

This Agreement shall not be assigned or transferred by the Program/Student Teaching Supervisor without the written approval of the University. This Agreement (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

#### **12. NOTICES**

Notices required under this Agreement shall be mailed to the parties at the following addresses:

**THE UNIVERSITY**  
Dean, School of Dentistry  
Loma Linda University  
Loma Linda, CA 92350

**PROGRAM/STUDENT TEACHING SUPERVISOR**  
Dale Wagoner, Dean, Health, PE & Athletics  
Chabot College  
Hayward, CA

**IN WITNESS WHEREOF**, the authorized representative of the parties have executed this Agreement effective \_\_\_\_\_ by and between Lorenzo Legaspi, Vice Chancellor of Business Services for the Chabot College Dental Hygiene Program, and **LOMA LINDA UNIVERSITY** ("University")

**Vice Chancellor of Business Services**  
Chabot College Dental Hygiene Program  
Chabot College  
25555 Hesperian Blvd.  
Hayward, CA 94545

**LOMA LINDA UNIVERSITY**  
Loma Linda, California 92350

By: \_\_\_\_\_  
Lorenzo Legaspi  
Vice Chancellor of Business Services

By: \_\_\_\_\_  
Kristi Wilkins  
Chair, Dental Hygiene

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

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

By: \_\_\_\_\_  
Charles J. Goodacre, DDS, MSD  
Dean, School of Dentistry

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

By: \_\_\_\_\_  
Richard H. Hart, MD, DrPH  
Chancellor and CEO  
Loma Linda University

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

10/12/2009  
Word/AffliAgree

**EXHIBIT A**

Loma Linda University School of Dentistry  
Dental Hygiene