




OFFICE OF THE PRESIDENT

Item 5.2.2

PRESENT TO BOARD: MARCH 11, 2020

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: AFFILIATION AGREEMENT – SMILE DESIGN DENTISTRY

Approval is requested to enter into a new affiliation agreement between Smile Design Dentistry and South Florida State College for the purpose of making the facilities available to the College's Health Science program faculty and students during the daily hours as coordinated by both parties at no charge to the College. The contract renews annually.

SUGGESTED MOTION:

Move to approve the new agreement between Smile Design Dentistry and South Florida State College as presented.

**AGREEMENT FOR EDUCATION SERVICES
BETWEEN
SOUTH FLORIDA STATE COLLEGE
AND SMILE DESIGN DENTISTRY**

This Agreement is made and entered into this 11th day of March 2020, between South Florida State College, 600 West College Drive, Avon Park, Florida 33825 (hereinafter referred to as the “College”), and Smile Design Dentistry, 23871 US-27, Lake Wales, Florida 33859 (hereinafter referred to as the “Agency”).

Responsibilities of the Agency:

1. Make the clinical facilities available to the College’s Health Sciences program faculty and students during the daily hours as coordinated by the two involved parties at no charge to the College.
2. Retain ultimate responsibility for total patient care. Students and faculty will provide services as indicated by the patient plan of care and standing hospital procedures.
3. Invite the College faculty to Staff Education meetings when, in the interest of mutual benefit, such attendance is desirable or indicated.
4. Where program accreditation permits, the Agency agrees to provide supervision of the College’s students. The instructor will make arrangements in advance with the Agency’s supervisor, designate a person to serve for Agency as liaison (hereinafter the “Agency Liaison”) and provide College, in writing, the name and professional and academic credentials of the person proposed as Agency Liaison prior to the start of the educational experience(s).
5. Provide to the faculty and students Agency policies and procedures including code, and fire and safety procedures. Provide the students with an appropriate orientation of Agency’s policies and procedures.
6. Notify College, in writing, of any student whose work or conduct with clients, patients or personnel is not, in the opinion of Agency, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care of Agency’s operation. Agency should immediately contact the program director as noted in Appendix A, if a situation requires that a student be removed from the premises for posing an immediate threat or danger to personnel or to the quality of medical services. In such event, said student’s participation in the program at Agency shall immediately cease, subject to being resumed only with the mutual written agreement of Agency and College.

Responsibilities of the College:

1. Assume full responsibility for the didactic portion of the educational program, including administration, curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion, and graduation.
2. Credential qualified faculty for teaching and guidance of students assigned to the Agency for clinical experience.
3. Assign only those students who have satisfactorily completed those portions of College curricula that are a prerequisite to program participation. College will be responsible for planning the schedule of student assignments in cooperation with the Agency as well as other educational programs utilizing the Agency. Individual patient assignments will be made by the program faculty in consultation with the professional staff of the unit. The College will notify the Agency well in advance of its planned schedule of student assignments to clinical areas, including the dates, hours, number and name of students and instructors and type of experiences requested.
4. Withdraw any student from the area when the student is unacceptable to the Agency or College for reasons of health, substandard performance or other reasonable cause.
5. Maintain all records and reports on students in their clinical experiences.
6. Assume responsibility for students complying with all the rules and regulations of the Agency insofar as they may pertain to the activities of both while in the Agency.
7. Be responsible for any liability claims that arise from care provided to patients by students.
8. Work with Agency personnel to determine when it would not be necessary to adding a faculty to each service area because advanced students are assigned. In all such instances students shall have had prior training and some experience before these assignments.
9. Respect the confidential nature of all information which may come to the faculty and/or students with regard to the patients and/or the Agency since they have access to records. College will enforce compliance of HIPAA regulations.
10. Invite Agency representatives to meetings of the faculty when such meetings would be of benefit to both parties.
11. Provide, upon request, a copy of a student health record to the Agency.

12. Report illness or injury of any student immediately to the appropriate designated affiliating Agency's supervisor and the College's Dean, Health Sciences, or program manager as listed in Appendix A. A detailed report of any accident will be made on the official accident form of the College and on the official incident/accident form of the Agency, when and where required. Such forms shall be completed within a reasonable period of time as required by the Agency and the College. Faculty and students are responsible for their own health, accident or injury while on the Agency premises and for any expense incurred.
13. The College warrants that students, assigned to the Agency pursuant to this Agreement will be covered by an insurance liability policy with limits of not less than \$1 million for each occurrence and \$3 million in the aggregate annually, covering them for any losses, claims, injuries, demands, damages, judgments or other liability arising out of any acts or omissions of the college employees or its students, while engaged in the activities contemplated in the Agreement. The College shall furnish certificates of insurance as evidence of such coverage to the Agency and shall give the Agency 15 days written notice prior to the cancellation, reduction, or termination of any such coverage.
14. The College is an agency of the State of Florida or a subdivision of a subdivision of the State of Florida, and its faculty members or employees are protected against liability claims as described in section 768.28, Florida Statutes. The College during the term of this Agreement warrants that it, and its faculty members and employees shall be covered by a general liability insurance program created pursuant to the authority of section 1004.24, Florida Statutes.
15. Provide the Agency with a list of services the student is required to perform; as well as criteria for completion of each service.

Both parties agree that:

1. Special limitations, services, and policies to this Agreement may be made from time to time by mutual consent of both parties. A dated memorandum specifying such modifications or an addendum shall be executed, signed by both parties' chief administrators, and the aforementioned memorandum shall be attached and become a part of all official conditions of this Agreement.
2. The College will be liable for property damage and/or bodily injury pursuant to this Agreement and which occur as a direct result of negligence of the College, its agents, or employees. The College is self-insured through the Florida Community College Risk Management Consortium as a state agency, and liability is therefore limited to sovereign immunity limits of \$200,000 per person, \$300,000 per occurrence in accordance with Florida Statutes 768.28.

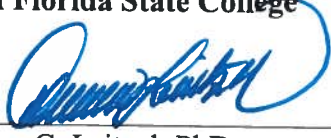
3. Each party shall hold the other harmless for claims involving actions or services provided by its employees, patients, faculty, and students.

Term and Termination:

1. This Agreement shall be effective from the date of execution and shall continue in effect from year to year unless this Agreement is terminated or changed as provided in subparagraphs 2., 3., or 4. following.
2. In the event either of the parties hereto shall breach or be in default of any of the terms and covenants of this Agreement, then this Agreement may be terminated for cause upon written notice to the defaulting party. If such default is subject to remedy or correction, the aggrieved party may notify the defaulting party to correct such default or breach within a period of ten (10) days and, if such default or breach is not corrected or cured within such ten (10) day period, then the Agreement shall be terminated. If the breach or default is not subject to correction or cure, then the termination shall take effect immediately upon receipt of such notice of termination by the defaulting party.
3. Should the Agency require termination of the affiliation agreement, three (3) months notice must be given to assure currently enrolled students will be provided the opportunity to complete the clinical component of the program.
4. Notwithstanding the provisions of subparagraph 2. above, the Agency shall have the right to terminate this Agreement immediately upon written notice to the College if the College shall commit an act or omit to take any action that in the good faith belief of the Agency jeopardized patient health or safety.
5. In the event either of the parties wish to terminate or change this Agreement for any reason other than as set forth in subparagraph 2. or 3. above, then the party wishing to terminate or change shall give the other party at least thirty (30) days written notice of said termination or change. Either party may terminate pursuant to this thirty (30) day notice procedure for any reason, with or without cause, provided that students currently enrolled in the program shall be permitted to complete the clinical rotation for the respective term. Any proposed changes must be agreed upon in writing by both parties.

By signing this Agreement, both parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations (including HIPAA) and/or guidelines relating to nondiscrimination, privacy rights of participants, maintenance of records and other confidential information.

South Florida State College



Thomas C. Leitzel, PhD
President

Date: 3-12-20

Smile Design Dentistry

Hector A. Gonzalez Lay, DDS

Date: _____

Deborah Milliken, DDS
Chair, Dental Education

Date: _____

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