

January 18, 2011

### MEMORANDUM

TO: District Board of Trustees

FROM: Jim Murdaugh, President

SUBJECT: Affiliation Agreements - Bond Community Health Center, Inc.

### **Item Description:**

This item requests that the Board authorize the President to enter into a new affiliation agreement with the Bond Community Health Center.

### Overview:

At the March 2010 Board of Trustees meeting, over 60 annual contracts with clinical sites for allied health programs were approved. At that time, we indicated that new agreements would be presented as they are developed. We have negotiated two new agreements with the Bond Community Health Center to use their facilities as a clinical site for our dental programs.

#### **Salient Facts**

The contracts are the standard TCC contract format for health affiliation agreements.

#### **Past Actions:**

These are new agreements since March 2010.

#### **Future Actions:**

If approved, these agreements will be added to the March 2011 Board item for annual renewal.

## Funding/Financial Matters:

There are no funding or financial matters associated with this agreement.

### Staff Resource:

Barbara Sloan

### Recommended Action:

That the Board authorize the President to enter into this agreement.

#### **DENTAL HYGIENE AFFILIATION AGREEMENT**

This agreement is made and entered into by and between the Board of Trustees of Tallahassee Community College, hereafter referred to as TCC and the Bond Community Health Center, Inc., Tallahassee, Florida, hereafter referred to as "the dental clinic".

### ARTICLE I PURPOSE

1.01 The purpose of this Agreement is to allow the dental hygiene students to secure clinical learning experiences at the dental clinic and for the staff/faculty of TCC to supervise, assist and teach these students as needed.

### ARTICLE II TERM

2.01 The term for this Agreement shall be effective for the period beginning January 2011 and shall continue in effect thereafter unless terminated by the mutual agreement of the parties in writing two (2) years prior to termination of the Agreement. If continued, the Agreement will be reviewed by both parties on an annual basis.

## ARTICLE III RESPONSIBILITIES OF TCC

- 3.01 TCC shall be responsible for selecting only those students who have successfully completed all prerequisite courses necessary for clinical experience.
- 3.02 TCC shall inform the dentist level of training the student has received before placement under the terms of this Agreement.
- 3.03 TCC retains the responsibility for student rotation assignments and scheduling. TCC shall provide the dental clinic with a schedule prior to the start of the clinical rotations.
- 3.04 TCC reserves the right to transfer students during a scheduled rotation period.
- 3.05 TCC will provide the dental clinic with a description of the clinical rotation experience, including objectives, responsibilities of the student, and any other information that is necessary to outline the content of the clinical experience.
- 3.06 The student, while participating in the clinical rotation, is expected to adhere to the policies and procedures of the Dental Health Program, and to fully comply with all the dental office's rules, policies and procedures.
- 3.07 TCC shall require the students to wear approved attire and name badges.
- 3.08 Prior to the start of the clinical rotations at the dental clinic, TCC will train students in Universal Precautions, OSHA required education in Blood Borne Pathogens Standards, and the

use of personal protective equipment (PPE).

- 3.09 TCC will ensure that students have proof of current immunizations. Immunizations will be obtained at the expense of the individual student.
- 3.10 TCC and Bond Community Health Center, Inc., agree to be responsible, to the extent provided by law, for the acts and/or omission of their respective officers, employees and agents. However, this paragraph shall in no way act as a waiver of sovereign immunity or of any other defenses which either party may have to the prosecution of a legal action or any allegations made thereunder.

TCC will require students to secure professional liability insurance coverage on the minimum amount of \$1,000,000/\$3,000,000 per year. TCC shall provide the institution with a certificate of insurance evidencing that this coverage has been obtained.

## ARTICLE IV RESPONSIBILITIES OF THE DENTAL CLINIC

- 4.01 The dental clinic agrees to support the purposes and objectives of the clinical experience.
- 4.02 The dental clinic agrees to use its best efforts to provide students with opportunities to observe and participate in clinical learning experiences that are in keeping with the objectives of the educational program.
- 4.03 The dental clinic retains full responsibility for the care of the patients and will maintain supervision of the students while at the dental clinic.
- 4.04 The clinical rotation is to be regarded as primarily an educational experience. TCC students will not replace clinic personnel in turning out routine workload during their specified hours in the clinical educational program.
- 4.05 The dental clinic agrees to allow designated TCC faculty/staff to participate in the rotation by visiting and conferring with students and the dentist or administrator.
- 4.06 The dentist or administrator agrees to complete one or more student evaluation reports on forms provided by TCC.
- 4.07 The dental clinic shall have the authority to suspend further participation in the clinical experience by any student who does not comply with rules, policies, procedures of the dental clinic, or who is guilty of any misconduct or negligence.

# ARTICLE V RESPONSIBILITIES OF TCC AND THE DENTAL CLINIC

- 5.01 The specific dates of the clinical rotations and the number of students participating in the clinical experience shall be mutually agreed upon by both parties.
- 5.02 The parties to this agreement mutually agree to make no impermissible distinction

among students covered herein on the basis of race, color, sex, creed, national origin, handicap, religion, age or veteran status.

5.03 Both parties agree to keep each other informed of changes that may affect the clinical experience.

### ARTICLE VI NOTICE

6.01 Any notices to be given thereunder by any party to the other shall be directed to the addresses appearing below, until and unless such party changes the specified address by written notice to the other.

If the dental clinic:

J.R Richards, MPA, CEO

Bond Community Health Center, Inc.

1720 South Gadsden Street Tallahassee, FL 32301

If to TCC:

Michele M. Edwards, Chairperson

Dental Health Programs

Tallahassee Community College

444 Appleyard Drive

Tallahassee, FI 32304-2895

(850) 201-6095

### ARTICLE VII ASSIGNMENT

7.01 The agreement in not assignable by any party without prior written consent of the others. Any assignment without such written consent shall be void and have not effect.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed, on the date written above.

BOND COMMUNITY HEALTH CENTER, INC.

TALLAHASSEE, FL

TALLAHASSEE COMMUNITY COLLEGE TALLAHASSEE, FL

√.R. Richards

Chief Executive Officer

Jim Murdaugh President

#### DENTAL ASSISTING AFFILIATION AGREEMENT

This agreement is made and entered into by and between the Board of Trustees of Tallahassee Community College, hereafter referred to as "TCC" and Bond Community Health Center, Inc., Tallahassee, Florida hereafter referred to as "the dental office."

### ARTICLE I PURPOSE

1.01 The purpose of this Agreement is to allow the dental assisting students to secure clinical learning experiences at the dental clinic and for the staff/faculty of TCC to supervise, assist and teach these students as needed.

### ARTICLE II TERM

2.01 This Agreement shall be effective for the period beginning January, 2011, and shall continue in effect thereafter unless terminated at any time by the mutual agreement of the parties in writing one (1) year prior to termination of the Agreement. If continued, the Agreement will be reviewed by both parties on an annual basis.

## ARTICLE III RESPONSIBILITES OF TCC

- 3.01 TCC shall be responsible for selecting only those students who have successfully completed all prerequisite courses necessary for clinical experience.
- 3.02 TCC shall inform the dentist of the level of training the student has received before placement under the terms of this Agreement.
- 3.03 TCC retains the responsibility for student rotation assignments and scheduling. TCC shall provide the dental office with a schedule prior to the start of the clinical rotations.
- 3.04 TCC reserves the right to transfer students during a scheduled rotation period.
- 3.05 TCC will provide the dental office with a description of the clinical rotation experience, including objectives, responsibilities of the student, and any other information that is necessary to outline the content of the clinical experience.
- 3.06 The student while participating in the clinical rotation is expected to adhere to the policies and procedures of the Dental Health Program and to fully comply with all the dental office's rules, policies and procedures.
- 3.07 TCC shall require the students to wear approved attire and name badges.
- 3.08 Prior to the start of the clinical rotations at the dental office, TCC will train students in Universal Precautions, OSHA required education in Blood Borne Pathogens Standards and the use of personal protective equipment (PPE).

- 3.09 TCC will ensure that students have proof of current immunizations. Immunizations will be obtained at the expense of the individual student.
- 3.10 TCC and Bond Community Health Center, Inc. agree to be responsible, to the extent provided by law, for the acts and/or omission of their respective officers, employees and agents. However, this paragraph shall in no way act as a waiver of sovereign immunity or of any other defenses which either party may have to the prosecution of a legal action or any allegations made thereunder.

TCC will require students to secure professional liability insurance coverage on the minimum amount of \$1,000,000/\$3,000,000 per year. TCC shall provide the office with certificate of insurance evidencing that this coverage has been obtained.

## ARTICLE IV RESPONSIBILITES OF THE DENTAL OFFICE

- 4.01 The dental office agrees to support the purposes and objectives of the clinical experience.
- 4.02 The dental office agrees to use its best efforts to provide students with opportunities to observe and participate in clinical learning experiences that are in keeping with the objectives of the educational program.
- 4.03 The dental office retains full responsibility for the care of the patients and for supervision of the students while in the dental office.
- 4.04 The clinical rotation is to be regarded as primarily an educational experience, if they are not in a OJT rotation. TCC students will not replace office personnel in turning out routine workload during their specified hours in the clinical educational program. Those in OJT rotations will complete program requirements and follow directions given by their employer for additional workload.
- 4.05 The dental office agrees to allow designated TCC faculty/staff to participate in the rotation by visiting and conferring with students and the dentist or administrator. Also the TCC faculty/staff will volunteer to provide services to patients in order to provide students with the opportunity to gain further experience.
- 4.06 The dentist or administrator agrees to complete one or more student evaluation reports on forms provided by TCC.
- 4.07 The dental office shall have the opportunity to suspend further participation in the clinical experience by any student who does not comply with rules, policies, procedures of the dental office, or who is guilty of nay misconduct or negligence.

## ARTICLE V RESPONSIBILITES OF TCC AND THE DENTAL OFFICE

- 5.01 The specific dates of the clinical rotations and the number of students participating in the clinical experience shall be mutually agreed upon by both parties.
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If to TCC:

Michele M. Edwards, Chairperson

Dental Health Programs

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BOND COMMUNITY HEALTH CENTER, INC. TALL MIASSEE TL.

TALLAHASSEE COMMUNITY COLLEGE

TALLAHASSEE, FL

Y.R. Richards, MPA

Onief Executive Office

Jim Murdaugh President

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