

University of Maryland School of Dentistry Educational Affiliation Agreement

This Agreement ("Agreement") is entered into this ____ day of _____ 20____ ("Effective Date"), between [Affiliation Site Name, Affiliation Site Address] ("Affiliate") and University of Maryland School of Dentistry, 650 West Baltimore Street, Baltimore, MD 21201 ("Dental School"), an academic unit of the University of Maryland Baltimore, a public university that is part of the University System of Maryland, a public corporation and an instrumentality of the State of Maryland.

I. RECITALS

The Dental School conducts an accredited program to provide education in _____ to students, residents and graduate students ("Students") in a program that culminates with the award of a _____ degree ("Program").

As part of the Program curriculum, Students must complete clinical -educational experiences ("Experiential Rotation"). Affiliate is committed to dental education and agrees it is mutually beneficial for Dental School and Affiliate to cooperate in providing Experiential Rotation experiences for Dental School Students as described in this Agreement.

The term of this Agreement is for a period of two (2) years, unless terminated earlier. Thereafter, this Agreement shall be automatically renewed for subsequent periods of one (1) year. Either party upon 30 days prior written notice may terminate the Agreement. When practicable, termination will not affect the activities of Students currently enrolled and participating in an Experiential Rotation at Affiliate.

There will be no exchange of funds between the Affiliate and Dental School under this Agreement. Proposals or agreements for funded activities must be routed [through Coeus] for review and approval by the designated official in the UMB Office of Research and Development.

II. RESPONSIBILITIES OF DENTAL SCHOOL

A. Dental School will provide Affiliate with current information about the curriculum of the Program and the educational goals of the Experiential Rotation for each student to be placed at Affiliate.

B. Dental School will plan Experiential Rotation schedules and Student assignments in cooperation with the Affiliate Liaison.

C. Dental School will submit to Affiliate prior to the commencement of the Experiential Rotation, a proposed Experiential Rotation plan (“Plan”) which must be reviewed and accepted by Affiliate, including the following:

- i. Suggested activities at Affiliate for Student;
- ii. Proposed relevant goals, objectives, Student and mentor responsibilities and a mutually agreeable capstone project, if appropriate.
- iii. Proposed instruments to be used by Affiliate to evaluate Student’s performance.
- iv. Proposed dates when student will be present at Affiliate.

D. Dental School shall designate a Dental School faculty member as a liaison (“Dental School Liaison”) to work with an Affiliate liaison (“Affiliate Liaison”) to coordinate Experiential Rotations at Affiliate.

E. Dental School shall advise Students of the responsibility to abide by the rules, regulations, policies, procedures and standards of Affiliate, to observe confidentiality at all times, and to behave in a professional manner.

F. Dental School will assign to Affiliate only those Students who have successfully met proper pre-Experiential Rotation learning experiences, have completed training in universal precautions and infection control, and who have received education on protected health information and the Privacy Rule under the federal Health Insurance Portability and Accountability Act of 1996 (45 CFR Parts 160 and 164) (“HIPAA”).

G. Dental School will require all Students to obtain health insurance coverage as a condition of participation in the Experiential Rotation at Affiliate, The Dental School or the student shall provide Affiliate with evidence of such coverage.

H. During the term of this Agreement, Dental School shall maintain professional liability insurance coverage for Dental School Students as well as individuals appointed by the Dental School to Dean’s Faculty who volunteer at or for the Dental School, with respect to clinical work undertaken in the course of student supervision as part of School-approved experiential education with a limit of \$2 million per occurrence and \$6 million in the aggregate. A certificate of coverage shall be provided to Affiliate upon request.

III. RESPONSIBILITIES OF AFFILIATE

A. Affiliate will designate a Liaison who will be responsible for working with Dental School’s Liaison in planning and implementing each Student’s Experiential Rotation and the overall Experiential Rotation process at Affiliate

B. Affiliate will select faculty to serve as mentors for Students (“Mentors”). In accordance with Program accreditation requirements, the Affiliate must provide the Experiential Rotation Students with a core of well-qualified, full-time faculty who possess a baccalaureate or higher degree. Faculty providing didactic instruction must have earned at least a baccalaureate degree or be currently enrolled in a baccalaureate degree program.

- C. For each Student accepted for an Experiential Rotation at the Affiliate, the Affiliate Liaison will coordinate with School Mentor and Student to finalize the Student Plan including schedule, relevant goals, objectives, Student and Mentor responsibilities, and the capstone project.
- D. Affiliate will conduct an orientation for each new Student at the beginning of the Experiential Rotation. Included in the orientation will be an explanation by the Affiliate of the student's responsibilities and a review of relevant Affiliate operational policies.
- E. Affiliate will assign an Affiliate Mentor to each Student. Acting in accordance with the approved Student Plan, the Affiliate Mentor will assist Student in experiencing diverse educational opportunities.
- F. Mentor will ensure Student is properly supervised and evaluated with performance reporting provided the Dental School as mutually agreed between the School Liaison and the Affiliate Liaison.
- G. Affiliate will permit properly credentialed Students to participate in patient care as a member of Affiliate team while under the supervision of Affiliate Faculty. Affiliate will be solely responsible for evaluating and approving Student credentials.
- H. Affiliate will have full and sole responsibility for the care provided to its patients. Affiliate will be responsible for ensuring it is properly licensed and that it complies with all appropriate State and local laws and regulations.
- I. Affiliate will permit Students to observe and participate in Affiliate conferences and discussions that have as a goal facilitating activities relevant to professional education.
- J. Affiliate will provide time for Affiliate Liaison to plan jointly with Dental School Liaison the Experiential Rotation assignments for Students.
- K. Affiliate will assist Students, with their consent, in obtaining emergency treatment for injuries and/or illness incurred at Affiliate with the understanding that any Student illness or injury requiring medical attention becomes the financial responsibility of the Student.
- L. If any Student is exposed to body fluids, as defined in Health-General Article, Annotated Code of Maryland, Section 18-338.1 ("the Section"), during the Experiential Rotation, Affiliate will allow the exposed Student, as a health care provider, to request patient testing under the conditions set forth in the Section. With consent of the exposed Student, Affiliate will promptly notify the Dental School Liaison of a body fluid exposure of Student and will work with Dental School Liaison to provide follow-up information needed for the exposed Student's health care plan. The Affiliate will be responsible for costs of donor patient's post-exposure counseling and testing.
- M. Affiliate will make no reduction in its faculty or staff based on the presence of Students or their participation in Experiential Rotations.

N. Affiliate will comply with federal regulations protecting the privacy of student record information in accordance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 C.F.R. § 99.1 et seq.)

O. Affiliate shall have the right to (i) immediately exclude any Student from Experiential Rotation at Affiliate and (ii) to direct Dental School to withdraw Student from Affiliate when Affiliate deems that the performance or conduct of the Student is disruptive or detrimental to Affiliate, its patients or its students. Removal or exclusion of any Student shall be immediately reported to the Liaison at Dental School.

P. Affiliate will maintain a program of continuous and adequate liability insurance on itself and its employees and agents for the term of this Agreement. Affiliate will provide a certificate of insurance upon Dental School's request.

IV. MISCELLANEOUS

A. Neither Dental School nor Affiliate will discriminate unlawfully against any Student, Faculty, participant or applicant in the Experiential Rotation on the basis of race, color, creed, religion, national origin, marital status, age, sex, sexual orientation or disability.

B. Students participating in an Experiential Rotation at Affiliate are acting as trainees and not employees of Dental School or of Affiliate. Under this Agreement, neither Affiliate nor Dental School shall be responsible for providing any compensation and/or fringe benefits, the withholding of any income taxes, the payment of any FICA and/or unemployment taxes, the payment of any other benefits, or any other payroll matters as they relate to any actions performed by Students pursuant to this Agreement.

C. Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating a relationship between Dental School and Affiliate as principal and agent.

D. This Agreement may not be assigned, modified or altered in whole or in part, without the prior written consent of both parties.

E. This Agreement may be terminated by either party upon giving (30) days notice in writing to the other party directed to the address given below.

F. This Agreement does not create rights in any Student or other person as a third party beneficiary.

G. Affiliate and Dental School will cooperate in meeting due process standards applicable to academic evaluations or disciplinary actions which may adversely affect Students. In the event of administrative or legal proceedings involving a Student, each party will bear its own expenses. In the event of a claim involving activities under this Agreement, Dental School and Affiliate will cooperate in investigation of the matter. No Student shall be questioned before Dental School has received notice of the matter and the investigation.

H. All notices required to be given hereunder shall be in writing and shall be sent by first class mail, postage prepaid, addressed as follows:

If to the Dental School:

If to Affiliate:

University of Maryland School of Dentistry
650 W. Baltimore Street, Suite 5201
Baltimore, MD 21201

(Organization Name and Address)

Attn: Elyse Markwitz
Director of Medical Credentialing
and Quality Assurance

Attn: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed by their duly authorized officers, as of the day and year first above written.

Affiliation Organization:

Signature: _____

Date: _____

Print Name & Title:

Address:

University of Maryland School of Dentistry:

Originator's Signature: _____

Date: _____

Print Name & Title:

Department:

Approval Signature: _____

Date: _____

Louis G. DePaola, DDS, MS
Assistant Dean of Clinical Affairs
University of Maryland School of Dentistry
650 W. Baltimore Street
Baltimore, MD 21201