Columbia University College of Dental Medicine
Global Health Externship and Somos Amigos Medical Missions®

This agreement (this “Agreement”), between The Trustees of Columbia University in the City of New York on behalf of its College of Dental Medicine (“CUCDM”) and Somos Amigos Medical Missions® (“Somos Amigos”), is effective as of June 1, 2015 (the “Effective Date”). CUCDM and Somos Amigos are sometimes referred to herein each as a “Party” or together as the “Parties.”

Organizations:

1. Columbia University, College of Dental Medicine, New York, New York
2. Somos Amigos Medical Missions®, Dental Clinic, Dominican Republic (the "Clinic")

Section I. Purpose of this Agreement

Please find below the protocols for participation in Somos Amigos Medical Missions® (the “Outreach Program”). These protocols have been developed to provide for the best and safest international humanitarian experience and may be updated upon written approval of the Parties.

These protocols are intended to ensure the safety and well-being of the participants and the patients served during the Outreach Program. It is imperative that they are followed so as not to incur risk to the Outreach Program, Somos Amigos, CUCDM or affiliated organizations or to the current or future humanitarian outreaches. Except as provided in this Agreement, if these protocols are not followed, neither Party shall be responsible, legal or otherwise, for the other Party’s failure to follow the protocols provided in this Agreement.

Section II. Goals and Objectives of the Clinical Program

CUCDM’s participation in the Outreach Program was developed for the following reasons:

- To provide for the comprehensive dental care to the patients served by the Clinic.
- To provide for educational hands on training of dental students, general practice residents and advanced education program residents.
- To foster collaboration with local healthcare providers to develop a sustainable model of local and regional dental care in the locality served by the Clinic.
- To promote dental health research opportunities in collaboration with medical, nursing and public health students.
- To provide cultural and language sensitivity to dental students so that they are better able to serve the immigrant population that they treat at CUCDM.

Section III. Description of Services by Students of CUCDM (“CUCDM Students”)

1. All outreach and/or volunteer activities involving patient dental care and CUCDM Students at the Clinic (hereinafter referred to as “Patient Care Activity”) will be supervised, onsite, by the supervising dentist provided or designated by CUCDM
(the “CUCDM Dental Supervisor”) or his or her authorized designee at the Clinic throughout the duration of the Patient Care Activity.

2. The course of instruction (the “Clinical Program”) will cover periods of time mutually agreed upon between CUCDM and Somos Amigos during the term of this Agreement. Except as otherwise agreed to in writing, the dates for CUCDM Student participation in the Clinical Program will normally be agreed upon at least one month before the beginning of each Clinical Program.

3. The number of CUCDM Students eligible to participate in the Clinical Program each year will be mutually determined by written agreement between the Parties, and may be altered from time to time by mutual written agreement.

4. The Parties intend to provide and support a positive learning environment that promotes the development of professional attributes in CUCDM Students. CUCDM Students will observe and participate, as appropriate, in the provision of dental services to patients, and will perform related dental clinical assignments or other Patient Care Activity with the approval of Somos Amigos and as directed by the CUCDM Dental Supervisor or his or her authorized designee.

5. CUCDM Students are not and will not be employees, consultants or agents of Somos Amigos, and are not eligible for compensation, employee benefits or health care benefits from Somos Amigos.

6. Neither CUCDM, Somos Amigos, CUCDM Dental Supervisor nor any CUCDM Student will discriminate against any patient, Somos Amigos employee, consultant or volunteer, applicant or student on the basis of race, national origin, religion, creed, gender, sexual orientation, gender identification, age, or marital, veteran or disability status.

Section IV. CUCDM Agrees:

1. CUCDM shall have and retain the primary responsibility over academic instruction relating to the Clinical Program, including, without limitation, facilitating the education and evaluation of CUCDM Students in the Clinical Program and providing CUCDM Dental Supervisors or instructors for the academic instruction of CUCDM Students while participating in the Clinical Program.

2. CUCDM is responsible for and shall provide and maintain the records and reports required for clinical learning experiences of CUCDM Students serving at the Clinic under this Agreement. CUCDM will retain the responsibility for assigning grades for CUCDM students in the Clinical Program. CUCDM Students shall be responsible for providing certain information required by Somos Amigos relating to, and after the treatment of, each patient treated at the Clinic.

3. CUCDM shall obtain or require CUCDM Students to maintain professional liability insurance coverage in the amount of $1,000,000 per incident/$3,000,000 aggregate to cover the liability of each CUCDM Student. Each CUCDM Student shall maintain adequate health and travel/accident insurance coverage while enrolled in the Clinical Program or during any participation in the Outreach Program.
4. CUCDM shall be solely responsible for determining whether it is advisable for CUCDM Students to participate in the Outreach Program or Clinical Program, including, without limitation, in the event of local disturbances.

5. CUCDM shall ensure that each CUCDM Dental Supervisor has a diploma from an accredited university or school of dentistry in the United States, a current dental license in good standing from any state in the United States and a valid passport.

6. CUCDM shall defend, indemnify and hold Somos Amigos harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of this Agreement to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or results from a CUCDM Dental Supervisor's or CUCDM Student's participation in the Outreach Program or the Clinical Program or from the negligent, willful misconduct or intentional acts or omissions of CUCDM, its officers, agents, CUCDM Dental Supervisors, CUCDM Students, students under its supervision, employees or consultants.

7. CUCDM will only assign to Somos Amigos CUCDM Students who are regularly enrolled, in good standing, and who have satisfactorily completed the necessary training didactic portions of CUCDM's curriculum to participate in the Clinical Program.

8. CUCDM will, in consultation with Somos Amigos, assure that the Clinical Program participants have access to adequate staff, facilities, equipment, supplies and other resources necessary to meet the educational goals and objectives of the Clinical Program.

9. CUCDM will enforce its rules of conduct and regulations governing CUCDM Students or CUCDM Dental Supervisors and any other rules that are mutually agreed upon between CUCDM and Somos Amigos, and will enforce disciplinary action against a CUCDM Student or CUCDM Dental Supervisor who violates any applicable policies, procedures, standards, rules or regulations.

Global Health Externship requests must be initiated by CUCDM Students with submission of application to the CUCDM Student Affairs Office prior to the beginning of each calendar year: http://dental.columbia.edu/page/policies-and-application.

10. CUCDM Students will only engage in procedures they have already been taught and have performed successfully at CUCDM clinic located in New York in compliance with applicable laws and regulations, and have received approval from the CUCDM Dental Supervisor or Somos Amigos to perform at the Clinic.

11. CUCDM provides a $500 stipend to CUCDM Students to cover costs incurred by students in an outreach program. CUCDM, on behalf of each CUCDM Student and CUCDM Dental Supervisor, or each CUCDM Student and each CUCDM Dental Supervisor shall be responsible for paying to Somos Amigos all fees and costs associated with serving in the outreach or the Clinical Program as a condition of participation in the Outreach Program or the Clinical Program.
Section V. Somos Amigos Agrees:

1. Somos Amigos will provide clinical experience for students, participate and cooperate in the educational guidance of students. Somos Amigos will retain full responsibility for the operation of the Outreach Program and the Clinic.

2. Somos Amigos will maintain administrative and professional supervision of CUCDM Students insofar as their presence affects the operation of the Clinic and Patient Care Activity, it being understood that supervision by CUCDM Dental Supervisors will be available at all times. CUCDM Students are on duty to ensure that each CUCDM Student assumes an appropriate level of responsibility for safe, effective, and compassionate patient care that is consistent with the CUCDM Student’s level of experience and training.

3. In order to comply with the public health laws of the Dominican Republic, Somos Amigos requires that each CUCDM Dental Supervisor provide to Somos Amigos an electronic image of (i) his or her diploma from an accredited university or school of dentistry in the United States; (ii) his or her current dental license in good standing from any state in the United States or the Dominican Republic; and (iii) his or her passport.

4. Somos Amigos reserves the right to limit the number of CUCDM Students participating in the Clinical Program and, in consultation with CUCDM, shall determine the dates for CUCDM Student participation in the Clinical Program.

5. Somos Amigos is under no obligation to maintain any facilities or equipment for the Clinical Program other than those ordinarily maintained in the course of its business.

6. Somos Amigos shall defend, indemnify and hold CUCDM harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of Somos Amigos’ performance of this Agreement, to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Somos Amigos, its officers, agents, or employees.

7. Somos Amigos retains the right to terminate any CUCDM Student’s or CUCDM Dental Supervisor’s participation in the Clinical Program at any time and for any reason, including for its convenience. Somos Amigos shall immediately notify CUCDM’s Clinical Coordinator as provided in Section XIV below when a CUCDM Student’s or CUCDM Dental Supervisor’s participation is terminated.

8. Somos Amigos has policies in place that address accidental exposures to blood or bodily fluids, as well as exposures to other infectious or environmental hazards and occupational injuries. Somos Amigos shall assist any CUCDM Student or CUCDM Dental Supervisor to seek appropriate medical care, to the extent that is reasonably possible given the limitations of the locality of the Clinic. Each CUCDM Student, CUCDM Dental Supervisor or any volunteer in the Outreach Program must maintain
health insurance and travel/accident insurance that will cover the CUCDM Student, CUCDM Dental Supervisor or volunteer while travelling and volunteering abroad.

Section VI. Term and Termination

1. This Agreement shall commence as of the Effective Date and shall continue until terminated by either Party as provided in paragraph 2 of this Section VI. below or until collaboration between CUCDM and Somos Amigos ceases to exist.

2. Either party may terminate this Agreement by giving 60 days’ notice in writing to the other party.

Section VII. Amendments

1. This Agreement will be updated, by a written agreement between or acknowledgement by both Parties, as changes in policy and expectations develop.

2. Any amendment to this Agreement shall be effective if in writing and signed by both Parties.

Section VIII. The Clinic and Dental School Mutually Agree

This outreach is designed to provide the CUCDM Student with educational opportunities, cultural sensitivity and language awareness to allow the CUCDM Student to be better able to address the needs of a diverse patient population.

As a condition to participation in the outreach or the Clinical Program, each CUCDM Student, CUCDM Dental Supervisor or any volunteer participating in the Clinical Program or the Outreach Program, in any capacity, must (i) separately apply to Somos Amigos using the Somos Amigos Volunteer Application, (ii) read, agree to and execute the Somos Amigos Acknowledgement and Release; (iii) read, agree to and execute the Somos Amigos Policy and Procedure Manual for Volunteers; (iv) pay all fees required by Somos Amigos prior to enrollment in the Outreach Program or the Clinical Program; (v) be accepted into the Outreach Program or the Clinical Program by Somos Amigos; and (vi) provide any information to Somos Amigos upon its reasonable request.

Any CUCDM Student who is accepted for the Clinical Program is expected to remain for the entire prescribed period of time as this is a condition of acceptance. Any deviation from this should be discussed at the time of acceptance.

CUCDM Students shall abide by all of the regulations and rules pertaining to acceptance into a Global Health Externship Program as dictated by CUCDM and by the rules appropriate for the particular outreach activities. All CUCDM Students and CUCDM Dental Supervisors shall behave in a manner befitting a professional providing service in an international setting and as a representative of the CUCDM.

CUCDM Students and CUCDM Dental Supervisors shall abide by all of the regulations and rules of Somos Amigos and the Clinic, including, without limitation, applicable laws, rules and regulations of the Dominican Republic.
Both Parties agree to subscribe and abide by the policies and guidelines of the American Dental Association relating to student participation in international volunteer or learning experiences.

**Section XIV. Notice**

All notices shall be sent to the designated contact point for each party under this Agreement as follows:

For CUCDM:
Dr. Laureen Zubiurre Bitzer, Associate Dean

For Somos Amigos:
Mr. Frank Brightwell

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in accordance with the terms and provisions contained herein. The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign.

COLUMBIA UNIVERSITY, COLLEGE OF DENTAL MEDICINE
New York, New York

Date: 5/5/2015

By: Christian S. Stohler
Name: Christian S. Stohler
Title: Dean, College of Dental Medicine and Senior Vice President for Dental Medicine, Columbia University Medical Center

COLUMBIA UNIVERSITY MEDICAL CENTER
New York, New York

Date: 5/5/15

By: Joanne M.J. Quan
Name: Joanne M.J. Quan
Title: Senior Vice President and Chief Financial Officer of Columbia University Medical Center

SOMOS AMIGOS MEDICAL MISSIONS®, a California nonprofit corporation

Date: 5/6/15

By: Frank Brightwell
Name: Frank Brightwell
Title: President