

Affiliation Agreement for Dental Hygiene Program Delivery Between North Idaho College and Lewis-Clark State College

This Agreement made this November 1, 2019 by and between North Idaho College, a duly formed and existing community college in the state of Idaho, with offices at 1000 W. Garden Ave., Coeur d'Alene, Idaho (hereinafter referred to as the College) and Lewis-Clark State College with offices at 500 8th Avenue, Lewiston, Idaho (hereinafter referred to as the Facility) will be effective for a period beginning November 1, 2019 and ending July 31, 2022.

WITNESSETH:

WHEREAS, the College will establish an accredited education program in Dental Hygiene;

WHEREAS, the Facility is desiring to provide an accredited Dental Hygiene Program for students in its service area;

WHEREAS, the College desires to affiliate with the Facility for the purpose of providing Dental Hygiene Program students with clinical/classroom experience at the Facility and providing all other program courses via distance education by College faculty;

WHEREAS, the Facility believes that the Dental Hygiene Program will help alleviate a shortage of Dental Hygienists in the community served by the Facility; and,

WHEREAS, the College and the Facility recognize that, in performance of this Agreement, the greatest benefits will be derived by promoting the interest of both parties; and each of the parties does, therefore, enter into this Agreement, with the intention of cooperating with the other in carrying out the terms of the Agreement, and each party agrees to interpret its provisions, insofar as it may legally do so, in such manner as will best promote the interests of both and render the highest service of the public;

THEREFORE, in consideration of their mutual interest, the parties, each in independent status from the other, hereby agree:

1. Facility's Responsibilities.

1.1. Support and provide lab and clinical training to a Dental Hygiene student cohort. Provide space and a liaison in support of Dental Hygiene Education. The Facility will:

- 1.1.1 Participate in the selection of a cohort of five (5) students through the College's criteria for selection of students and admissions/student services processes and protocols.
- 1.1.2 Ensure that students at the Facility will be treated without regard to age, marital status, disability genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin.
- 1.1.3 Support the College in meeting the American Dental Association Accreditation Standards for Dental Hygiene Programs and comply with the College's distance site criteria as described in the College's initial application for accreditation.

- 1.1.4 Support the College in delivery of the two-year Dental Hygiene Program curriculum, as designed and intended by the College.
- 1.1.5 Support and assist the College in the development of sources within the Facility's community for patients with limited access to dental hygiene services.
- 1.2 Provide and equip a Dental Clinic for training Dental Hygiene students, under the guidance of the College's Dental Hygiene Program. The Facility will:**
 - 1.2.1 Provide clinical, laboratory and classroom spaces that meet CODA accreditation standards under the guidance of the College's Dental Hygiene Program Director.
 - 1.2.2 Provide existing equipment and supplies of the Dental Clinic.
 - 1.2.3 Provide, to the extent possible, adequate facilities for patient care including, but not limited to an area for storage of consumables, space for patient charts, access to the dental office management system, space for students to view records and charting, and an area for pre- and post conferences; provided however the facility will not be responsible for any lost or stolen articles.
 - 1.2.4 Provide technological support services for faculty and staff of the Dental Hygiene clinic.
 - 1.2.5 Provide access to classroom AV equipment to support distance and classroom education, computer system, phone, FAX, office space, desk, storage and secure storage for student and program documents.
 - 1.2.6 Support the setup of a secure system for electronic clinical record keeping for patient care in the dental clinic.
 - 1.2.7 Provide site coordination and liaison with the College Dental Hygiene Program staff.
 - 1.2.8 Provide available prerequisite coursework for the Dental Hygiene Program.
 - 1.2.9 Provide a designated Health Professions Advisor who will work with the College advisor to support student progress, retention, etc.
- 1.3. Participate in the assessment, record keeping, and cost accounting required by the College. The Facility will:**
 - 1.3.1 Assist the College in maintaining an accounting system that keeps track of expenses associated with the program and report quarterly as directed by the College's staff liaison.
 - 1.3.2 The faculty liaison will participate in quarterly project administration meetings to ensure progress and compliance with guidelines and the Dental Hygiene Program accreditation standards.
- 1.4 Health and Safety Provisions. The Facility will:**
 - 1.4.1 Provide students with campus Facility emergency information and protocols.
 - 1.4.2 Follow the Colleges standards and procedures on Health and Safety (radiation hygiene, protection, ionizing, hazardous materials, blood borne, and infectious

diseases) as outlined in the Health Professions Student Handbook and Dental Hygiene Program Addendum.

1.5 Patient Care Services. The Facility will:

1.5.1 Follow the Colleges standards and procedures on Patient Care Services.

2. College's Responsibilities.

2.1. Establish, maintain and provide an accredited Dental Hygiene Program with a distance education component that, combined with the lab and clinical training at the Facility, will result in successful completion of the Dental Hygiene Program for the Facility's student cohort. The College will:

- 2.1.1 Review, select, and admit five (5) students with participation from the Facility dean or designee.
- 2.1.2 Hire, approve and supervise staff at the Facility for the lab and clinical components of occupational specific courses. Funding for the Dental Hygiene Program lab and clinical staff including a classified staff person to schedule appointments for patients at the Facility is provided by the College.
- 2.1.3 Provide a single curriculum established by the College through standard curriculum development and approval processes. Curriculum is under the purview and control of the College.
- 2.1.4 Ensure that faculty and staff dentists at the Facility are responsible for administration, education and professional supervision of students in the clinical facility and for the supervision of patient care; and ensure that an appropriate number of faculty, following CODA standards, is present at all times that students are engaged in clinical experience, and shall provide appropriate supervision during said periods.
- 2.1.5 Approve all instructional and clinical components to comply with accreditation standards, certification requirements and any other reasonable Dental Hygiene Program policies and procedures.
- 2.1.6 Provide overall program supervision and accreditation oversight.
- 2.1.7 Develop and deliver distance education courses for the didactic portions of the Dental Hygiene two-year curriculum; and coordinate with the Facility to ensure that lab and clinical instruction meets all accreditation standards. Courses will utilize online and, if applicable, IVC technologies.
- 2.1.8 Provide program supervision to occupational specific instructors through team meetings, calibration workshops, and program in-services, including on-site and distance education training for components of the program, as needed.
- 2.1.9 Provide comprehensive infection control training to Dental Hygiene students; and maintain documentation on each student confirming that such training took place; and, provide confirmation of the training to the Facility upon request.

- 2.1.10 Provide training in lab and clinical teaching and competency testing procedures to the staff and faculty at the Facility.
 - 2.1.11 Provide student permission waivers to exchange student registration and financial information and other data as needed between the College and the Facility. FERPA policies will be followed in sharing of all student information.
 - 2.1.12 Provide comprehensive library holdings and access for the Facility's student cohort through the LCSC library and interlibrary loans.
 - 2.1.13 Recruit one or more representatives from the Facility's region to the College's Dental Hygiene Program Advisory Committee.
- 2.2. Ensure that the Facility adheres to patient care and safety standards and regulations and will provide adequate indemnification for students, faculty and staff engaged in the Dental Hygiene Program. The College will:**
- 2.2.1 Provide instruction to all students and faculty to respect the confidential nature of all information that they have access to, including but not limited to patients' personal health information provided to them orally, contained in patient medical records or maintained on the Facility's electronic information system.
 - 2.2.2 Ensure that students and faculty comply with all relevant state and federal regulations and laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable. In addition, the College agrees to provide students and faculty training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with the Facility's policies and procedures related to HIPAA.
 - 2.2.3 Require all faculty and students to comply with the rules, regulations, procedures and policies of the Facility and to cooperate with the Facility to ensure the well being of the patients or employees of the Facility.
 - 2.2.4 To the extent permitted by Idaho law, indemnify, defend and hold harmless the Facility against any and all claims, losses and liabilities, including reasonable attorney fees, arising out of or in connection with the negligent conduct of the Dental Hygiene Program at the Facility, including the clinical activities of its students, and shall be responsible for any claims, costs, damages, fees, or injuries to persons or damage to property arising from negligent acts or omissions of the College, its officers, employees, faculty, or students in the course of their activities under the Agreement. Notwithstanding the foregoing, the Facility shall remain liable for any and all claims from the negligence of its officers, employees and agents.
 - 2.2.5 Require students to purchase and maintain in effect during the term of this Agreement professional liability insurance for students with limits of \$1,000,000 each claim/\$2,000,000 aggregate per year (or such greater amounts as may be required under applicable law) and general liability insurance with limits of \$1,000,000 each person/\$2,000,000 each occurrence combined bodily injury and property damage covering the activities of its and the Facility's students and faculty participating in the educational program.

2.2.6 Licensed staff dentists and dental hygiene faculty shall purchase and maintain in effect during the term of this Agreement professional liability insurance with limits of \$1,000,000 each claim/\$2,000,000 aggregate per year (or such greater amounts as may be required under applicable law). Reimbursement of liability insurance to staff dentists and hygienists will be based upon percentage of employment in the LCSC facility during the academic year and receipt of a copy of paid liability insurance.

2.3. Oversee the assessment, record keeping, and cost accounting. The College will:

2.3.1 Provide assessment and record keeping procedures, forms, and assistance to the Facility.

2.2.2 Provide timely response to invoices from the Facility, so that funds are available to carry out program activities.

2.2.3 Provide assistance to the Facility's staff and faculty for tracking expenses and leveraged resources.

2.2.4 Provide quarterly project administration meetings to ensure progress and compliance with guidelines and the Dental Hygiene Program accreditation standards.

3. Shared Responsibilities. The College and the Facility will:

3.1 Ensure jointly that students participating in the Dental Hygiene Program will have the ability to complete their dental hygiene degree within a reasonable period of time depending on their academic standing, should this agreement be terminated by either party.

3.2 Funding for the Dental Hygiene Program lab and clinical staff at the Facility is primarily provided by the College with the exception of dentists as described above.

3.3 The College will ensure that all students currently participating in core dental hygiene courses will have the ability to complete their dental hygiene degree not to exceed four years depending on their progress in the curriculum, in the event that the College terminates this partnership.

3.4 The decision to expand access to facilities at the Facility may be made by mutual agreement without necessity of amending this agreement.

3.5 The College and the Facility agree that once students have started the Dental Hygiene Program at the College or the Facility, they will be considered to be committed to that site through completion of the program. Furthermore, students attending the Program at the Facility will not be required to travel to the College for any didactic, lab or clinical component referenced in the Agreement.

3.6 Procedures will be provided by the College to the Facility as outlined in the Health Professions Student Handbook and Dental Hygiene Program Addendum.

4. **Non-Discrimination.** The parties agree that there shall be no unlawful discrimination based on race, color, national origin, religion, handicap, age, or sex, or any other legally protected classification in any of their policies, practices or procedures.
5. **Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all remaining provisions shall be in effect.
6. **Amendments.** This Agreement may not be changed or amended except by written agreement signed by both parties.
7. **Indemnification.** To the extent permitted by Idaho law, each of the parties hereto agrees to defend, indemnify, and save the other harmless from any claims, liability or damages including attorney fees arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.
8. **Termination.** The initial term of this Agreement will commence on the Effective Date and will expire on the Ending Date thereafter (the Initial Term). This agreement will automatically renew upon expiration of the Initial Term for successive two (2) year periods (each a Renewal Term, and together with the Initial Term, the Term), unless either party provides notice of termination to the other party at least two (2) years prior to the expiration of the Initial Term or any Renewal Term.
9. **Governing Law/Venue.** The interpretation of this Agreement and the resolution of disputes arising under this Agreement shall be governed by the laws of the State of Idaho. Venue for resolution of any dispute shall be Kootenai County, Idaho.
10. **Non-Assignability.** College shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or the right title, or interest therein, or the power to execute such Agreement to any other person, company, or corporations without the previous consent in writing of the Facility.
11. **This Agreement** constitutes the entire agreement of the parties hereto and all previous communications between the parties whether written or oral, with the reference to the subject matter of this Agreement, are hereby superseded.
12. **Signature Authority.** The individuals executing this Agreement represent and warrant that they are competent and capable of entering into a binding contract, and that they are authorized to execute this Agreement on behalf of the parties hereto.

North Idaho College

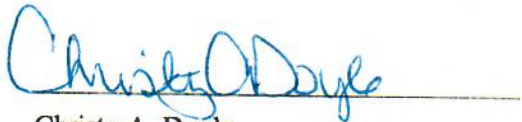


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