

## Affiliation Agreement

THIS AGREEMENT made and entered into this 26th day of September in the year of 2016, by and between [REDACTED] located in [REDACTED] (hereinafter referred to as [REDACTED]), and [REDACTED] located in [REDACTED] (hereinafter referred to as "[REDACTED]"), is for the purpose of *beginning* a venture related to the delivery of [REDACTED] Associate in Dental Hygiene Program (hereinafter referred to as "the Program") through in-person and distance-learning modalities and the Dental Clinic located at [REDACTED]. This Agreement serves as evidence of compliance with the *Accreditation Standards for Denial Hygiene Education Programs* of the American Dental Association's (ADA) Commission on Dental Accreditation (CODA). Terms of this joint venture agreement are, in part, based upon the accreditation standards published by the Commission effective January, 2009. The Dental Hygiene Director, [REDACTED] Dean of Health Professions, and the Chief Executive Officer of [REDACTED] will review this Agreement on a biennial basis.

### I. GENERAL PROVISIONS

- A. All parties hereto agree contemporaneous with or following execution of this Agreement and within the scope of its provisions, subsequent amendments may be developed to formalize operational details of the Program. Such amendments will be binding when signed by authorized representatives of the parties, and may be modified by subsequent amendments signed by authorized representatives of all parties. Authorized representatives of [REDACTED] College will be the Dental Hygiene Director, Dean of Health Professions and Nursing, and Vice President for Instruction. The authorized representative for [REDACTED] will be the Executive Director.
- B. All parties will instruct their respective faculty, staff and students participating in the Program to maintain confidentiality of student and patient information as required by law.
- C. There will be no discrimination against any Program participant, employee, or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam-era or disabled veteran, sex, or sexual orientation, nor will any party engage in such discrimination or sexual harassment in their employment or personnel policies.
- D. This agreement certifies that [REDACTED] is accredited by the Northwest Commission on Colleges and Universities (NWCCU), an institutional body recognized by the Council for Higher Education Accreditation and the U.S. Department of Education. Notice of any change in accreditation status for either institution must be reported, in writing, and within thirty (30) days of notification by NWCCU by the affected institution to the chief executive officer and the Program contact of each cooperating institution.
- E. This agreement certifies that the [REDACTED] Dental Hygiene Program is seeking accreditation by the ADA CODA. Notice of any change or pending change in accreditation status of the [REDACTED] Dental Hygiene Program will be provided in writing within thirty (30) days of notification of such change to the President of [REDACTED] and the Chief Executive Officer of [REDACTED].

- F. All parties in the Program shall have moral, ethical and legal responsibility for the appropriate management of the care of patients, as and to the extent provided by law.
- G. The Dental Hygiene Program Director will retain authority, responsibility, and privileges necessary to manage all aspects of the Program, as delineated in American Dental Association's (ADA) Commission on Dental Accreditation (CODA), Standard 3 for Administration, Faculty, and Staff and 3-2 Program Administrator.
- H. The Dental Hygiene Program Director, in collaboration with the faculty, shall be responsible for identifying necessary clinic supplies and equipment. The Program Director will be responsible for site management directly related to the educational needs of the students and will include ordering all supplies for the Program from dental stores fees assessed by [REDACTED] for the students' clinical and laboratory courses. Additional clerical duties related to the educational needs of the students may also be required.

## II. [REDACTED] RESPONSIBILITIES

### A. Program

1. [REDACTED] will maintain Program administration, curriculum management, and faculty assignment of the Program and maintain current accreditation status.
2. [REDACTED] will award an associate degree to students at the successful completion of the Program, according to [REDACTED] policies.
3. [REDACTED] will provide the annual approved academic schedule as soon as it is available to [REDACTED]. Specific days, hours, and locations of courses will be provided on a semester basis prior to the start of the quarter, but not less than 3 weeks prior to the start of scheduled classes.

### B. Curriculum & Content

The authority and final responsibility for curriculum development and approval, faculty selection and administrative matters rests with the [REDACTED] Dental Hygiene Program.

### C. Faculty

1. [REDACTED] will maintain approval of faculty assignment and scheduling.
2. [REDACTED] will have primary responsibility for hiring and supervising dentist(s) contracted for the student contact hours.
3. [REDACTED] will verify that supervising dentists are covered by malpractice insurance as evidenced by appropriate documentation.
4. [REDACTED] will provide periodic in-service trainings and faculty meetings for the Program faculty.

5. Clinical faculty will be responsible for supervision of a quality educational program for students of dental hygiene and the care rendered by the dental hygiene students, including evaluation of student performance.

#### D. Students

1. [REDACTED] will be responsible for the recruitment and admission of students into the Program in accordance with policies and criteria contained within [REDACTED] Catalog, Health Professions Student Handbook, and the [REDACTED] Dental Hygiene Program Application Packet (See also Section III(D)1, below.)
2. [REDACTED] will retain the right of removal of students from the Program for failure to meet or maintain the specified academic, financial, ethical, or other requirements of the Program in accordance to Policies and Procedures of [REDACTED] Student Code of Conduct — Student's Rights and Responsibilities and the Health Professions Student Handbook.

#### E. Finances

1. [REDACTED] will collect student tuition and fees.
2. [REDACTED] will pay [REDACTED] \$30,000 per year for the use of clinic, inclusive of all clinic management functions and supplies. This amount may be negotiated in future renewals.

### III. [REDACTED] RESPONSIBILITIES

#### A. Facility

For clinical and laboratory experiences, [REDACTED] will provide the Program with access in its Dental Clinic to eight dental chairs and associated equipment; a fully equipped dental laboratory; infection control apparatus; storage space; sterilization room including sterilization equipment; emergency equipment; nitrous oxide and oxygen tanks; radiology units including panoramic x-ray machine, sensors and x-ray equipment; computers and dental software; break facilities; and office/cubicle space. [REDACTED] will also make available its conference room/meeting space for student conferences with faculty.

#### B. Program

1. [REDACTED] will provide assistance and cooperation in achieving and maintaining the Commission on Dental Accreditation Standards.
2. [REDACTED] will provide sufficient clinical and support staff for the Program to assist in the basic operation of the clinical facility, including appointments, patient recruitment, records, billing, inventory, hazardous waste, HIPPA, MSDS, safety, and infection control.
3. [REDACTED] will be responsible for the following expenses, including but not limited to, the following:

- a. facilities maintenance;
  - b. patient charges and billing expenses;
  - c. clinical / laboratory space;
  - d. patient recruitment and scheduling;
  - e. disposal of waste including hazardous waste materials and sharps items with containers;
  - f. N2O and O2 tank supply; and,
  - g. emergency equipment maintenance.
4. [REDACTED] will be responsible for conducting a formal system of quality assurance for the patient care program that demonstrates evidence of:
- a. standards of care that are patient-centered, focused on comprehensive care, and written in a format that facilitates assessment with measurable criteria;
  - b. an ongoing review of a representative sample of patients and patient records to assess the appropriateness, necessity and quality of the care provided; and,
  - c. mechanisms to determine the cause of treatment deficiencies, patient review policies, procedure, outcomes and corrective measures.

C. Curriculum & Content

[REDACTED] will provide clinical and laboratory facilities under the direction of [REDACTED] College Dental Hygiene Department in accordance with American Dental Association Commission on Dental Hygiene Education Accreditation Standards.

D. Faculty/Clinical Support Staff

1. [REDACTED] will have primary responsibility for hiring, supervising, evaluating and terminating their clinical support staff.
2. [REDACTED] will provide opportunities for professional development for their clinical support staff.
3. [REDACTED] will have the sole responsibility for hiring, supervising, evaluating and terminating any of its own clinical/supervising dentists.

E. Students

[REDACTED] will ensure compliance with [REDACTED] Student Rights and Responsibilities and Dental Hygiene Program Policies and with ADA Accreditation Standards.

F. Financial

1. [REDACTED] will be responsible for patient billing and compensation of its own employees. Funds received for clinical services will be the sole responsibility of [REDACTED] [REDACTED] College faculty will not participate in the billing or fee-collection from patients. Changes in [REDACTED] s

fee structure will duly consider the impact on student activity and will be communicated to [REDACTED] in a timely fashion.

2. [REDACTED] will ensure the financial health of the clinic with a view toward sustainability and community impact.
3. Changes in fee structure applicable to the care provided by the dental hygiene students will be discussed and negotiated with [REDACTED] Dental Hygiene Program Director.

G. Federal and State Safety and Health Policies and Procedures

1. [REDACTED] will accept responsibility for their facility: This includes the safety and maintenance of their facility, all equipment, their environment (exhaust systems, etc.).
2. [REDACTED] will accept responsibility for the training and compliance of all safety and health policies and procedures associated with their employees. This includes, but is not limited to: conducting a formal system of quality assurance that demonstrates evidence of compliance with all applicable local, State and/or Federal standards.
3. As related to [REDACTED]'s above responsibilities, [REDACTED] will make available their policies and procedure manuals and share their facility protocols with [REDACTED] Faculty and [REDACTED] Dental Hygiene students.
4. Heritage will share their updated policies, procedures and protocols in an annual review with [REDACTED]

**IV. MUTUAL AND OTHER RESPONSIBILITIES**

A. Equipment

Equipment purchased by [REDACTED] College specifically for the [REDACTED] site and installed in the [REDACTED] clinic for its initial two-year class (2017-2018) and specifically identified by [REDACTED] College as being transferable will become property of [REDACTED] College at the termination of this agreement. This will exclude items that are not installed.

B. Term and Termination of Agreement

1. This Agreement is effective with its execution by all parties and will continue until June 30, 2018. This Agreement will be reviewed **no later than two (2) years from its effective date, or earlier at the request of any party.** All parties will jointly plan student placement in advance of each year's beginning, taking into account the needs for clinical placement, maximum number of students for whom [REDACTED] can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

2. In the event of the dissolution of this Agreement with extenuating circumstances, loss of [REDACTED] funding is not an extenuating circumstance, only the loss of the facility due to a natural or manmade disaster, and to ensure compliance with accreditation standards.

C. Equal Opportunity

To the extent applicable, the provisions of Executive Order 11246, as amended by Executive Order 11375 and Executive Order 11141 and as supplemented by Department of Labor regulations (41 CFR Part 60, et seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties hereto each certify that all services shall be provided without discrimination on the basis of race, color, religion, national origin, disability, sex or veteran's status; they do not maintain nor provide for their employees any segregated facilities; nor will the parties permit their employees to perform theft services at any location where segregated facilities are maintained. To the extent applicable, the parties agree to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974 (38 USC Section 4212).

D. Authorization

1. Except where specifically allowed in this Agreement, [REDACTED] and [REDACTED] shall act with respect to all matters associated with this agreement through their authorized representatives.
2. Neither [REDACTED] nor [REDACTED] shall make use of the other's name(s) or logo(s) in print or publication without prior written approval. The foregoing notwithstanding, nothing herein contained shall be construed so as to prohibit any [REDACTED] or [REDACTED] faculty member or employee from disclosing to a patient that such patient will be seen by or treated by [REDACTED] students as part of a cooperative agreement between [REDACTED] and [REDACTED].
3. All parties hereby agree to comply with all applicable Federal and State laws, rules and regulations pertaining to their responsibilities described herein.

E. Entire Agreement

This Agreement (including attachments) constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

F. Amendment

This Agreement may be modified either by a subsequent written Agreement executed by all the parties or by Amendment(s) as described elsewhere in this Agreement. All Amendments and attachments must be signed by all parties.

G. Order of Precedence

Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

H. Governing Law

The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of [REDACTED]

I. Survival

All parties hereto expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

J. Severability

If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement. A two year notice for termination of this agreement is required to ensure instruction will not be interrupted.

K. Waiver

Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

L. Inspection

Heritage will permit, on reasonable notice and request, the inspection of clinical and related facilities by accreditors or auditors from agencies charged with the responsibility for accreditation of the Program or of [REDACTED] College.

M. HIPAA

[REDACTED] voluntarily provides students with training on the requirements of the Health Information Portability and Accountability Act (HIPAA). [REDACTED] will direct its students and faculty to comply with the policies and procedures of [REDACTED] HIPAA policies.

N. FERPA

All employees who have contact with student records will follow the Family Education Rights and Privacy Act of 1974. Training on FERPA will be provided by [REDACTED]

## V. LIABILITY COVERAGE PROVISIONS

- A. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
- B. ██████████ College carries liability coverage through ██████████ Counties Risk Management Program (CRMP), as well as a supplemental professional liability policy through Healthcare Providers Service Organization (HPSO). Claims against ██████████ and their employees, officers, and agents in the performance of their duties under this Agreement will be paid from coverage provided by CRMP and/or HPSO. Students are required to independently purchase professional liability insurance coverage offered by HPSO while working in the clinical setting.
- C. ██████████ maintains appropriate professional liability insurance coverage for services performed. Through that coverage, ██████████ provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals for services completed.



**VI. AUTHORIZATION**

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above written.

[Redacted] College [Redacted]  
Printed Name and Title: Vice President for Finance & Business Affairs  
Signature: [Redacted]

[Redacted]  
Printed Name and Title: [Redacted] CEO  
Signature: [Redacted]

This workforce solution was funded \$6,438,050 (100% of its total cost), from a grant awarded under the Trade Adjustment Assistance Community College and Career Training Grants, as implemented by the U.S. Department of Labor's Employment and Training Administration. (#IC-26479-14-60-A-16). The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information linked on sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability or ownership.

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