AGREEMENT FOR AFFILIATION

BETWEEN

Blackfeet Indian Health Service
760 Hospital Drive, P.O. Box 760
Browning, MT 59417
(406) 338-6180

AND

Columbia University, College of Dental Medicine
630 West 168 Street
New York, NY 10032

This agreement is made the 3 day of April, 2014, between the College of Dental Medicine, Columbia University (hereinafter the "University") and Blackfeet Indian Health Service in Browning, MT. (hereinafter the "Community Site").

WHEREAS, the University has a curriculum leading to a Doctor of Dental Surgery or and,

WHEREAS, clinical education and experience is a required and integral component of that curriculum, and

WHEREAS, the University desires the assistance of the Community Site in developing and implementing the clinical education phase of its Dental programs, and

WHEREAS, the Community Site wishes to assist the University in developing and implementing extramural experience(s) for the University's Dental students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the University and the Community Site agree as follows:

I. Mutual Responsibilities of the University and the Community Site.

A. The University will establish objectives for extramural education and devise methods for implementing the objectives and evaluating their effectiveness.

B. The University and the Community Site will determine the number of students to be assigned to the Community Site and the length of extramural experience(s) to achieve the established educational objectives.
C. In accordance with applicable law, the University and the Community Site will not unlawfully discriminate against any University student because of age, race, color, religion, sex, handicap status or national origin.

D. Neither party shall be responsible for personal injury, or property damage or loss except that resulting from its own negligence or the negligence of its officers, owners, employees or others for whom the party is legally responsible.

II. **Responsibility of the University**

A. The University will assume overall responsibility for developing and implementing the extramural program in Dentistry.

B. The University will refer to the Community Site only those students who are enrolled in the University's Dental program and who have satisfactorily completed the academic prerequisites for the specific extramural experience(s) provided by the Community Site pursuant to this agreement.

C. The University will designate a person or persons to direct the clinical education programs at the University and to act as a liaison for the University, the Community Site and the student(s).

D. The University will be responsible for the determination of a student's final grade for extramural experience(s).

E. The University will notify the Community Site of its planned schedule of student assignment(s) the name(s) of the student(s), and the level of academic and preclinical preparation of each student.

F. The University will provide the Community Site with educational objectives and evaluation forms for each extramural assignment.

G. The University will maintain communication with the Community Site on matters pertinent to clinical education. Such communication may include, but is not limited to, on-site visits to the Community Site, workshops, meetings, and the provision of educational materials relevant to the clinical educational program.

H. The University will advise students assigned to the Community Site of their responsibility for complying with the existing rules and regulations of the Community Site, including the responsibility for complying with any physical examination requirements of the Community Site.

I. The University certifies that each student assigned to the Community Site is covered by a risk management plan. The University will provide the Community Site with information regarding such liability coverage upon request.

J. The University reserves the right to terminate an extramural assignment if the University determines that conditions at the Community Site are detrimental to student learning.
III. **Responsibilities of the Community Site.**

A. The Community Site will have ultimate responsibility for patient care at the Community Site.

B. The Community Site will provide qualified staff, patients, physical facilities, clinical equipment and materials in accordance with extramural objectives as agreed upon by the Community Site and the University.

C. The Community Site will provide each assigned student with a planned, supervised program of extramural experience(s).

D. The Community Site will provide each assigned student with an orientation to the Community Site, including a copy of pertinent rules and regulations of the Community Site.

E. The Community Site will designate one person to serve as coordinator of clinical education for the Community Site and to act as a liaison with the University.

F. The Community Site will advise the University at the earliest possible time of any changes in its operation, policies, or personnel that may affect clinical education.

G. The Community Site will advise the University at the earliest possible time of any serious deficiency noted in an assigned student's performance. It will then be the mutual responsibilities of the student, the Community Site and the University to devise a plan by which the student may be assisted towards achieving the stated objectives of the extramural experience(s).

H. The Community Site reserves the rights to require that the University withdraw from extramural assignment any students whose health or performance is detrimental to patient well-being or to the achievement of the stated objectives of the extramural experience(s).

I. The Community Site will provide the University with information regarding the availability of first aid and emergency care for students while on extramural assignment on the property of the Community Site. If the Community Site provides first aid and/or emergency care to an assigned student, the Community Site may charge the student reasonable and customary fees for such services.

IV. **Responsibilities of the Student**

A. The student is required to comply with all applicable policies, procedures and rules of the Community Site, the University, and the Code of Ethics of the College of Dental Medicine.

B. The student is required to maintain health insurance or be responsible for medical expenses incurred during an extramural assignment.

C. The student is responsible for demonstrating professional behavior appropriate to the environment of the Community Site, including protecting the confidentiality of patient information and maintaining high standards of patient care.
D. The student is responsible for evaluating his or her extramural experience(s) using forms provided by the University and/or the Community Site.

E. The student has the right to request withdrawal from an extramural assignment, giving notice and cause in writing to both the Community Site and the University prior to leaving the assignment.

V. **HIPAA.** Columbia University, College of Dental Medicine, its students or trainees are not “business associates” of the Community Site for purposes of compliance with the *Health Insurance Portability & Accountability Act of 1996* ("HIPAA"), but rather are included in the definition of covered entity’s “workforce.” (See 45 C.F.R. sec. 160.103). As such, students shall not use or disclose protected health information ("PHI") EXCEPT as expressly permitted or as required by law. Columbia University College of Dental Medicine shall advise its employees, agents, students, or faculty not to access “PHI” except with express authorization and not to use or disclose “PHI” except as expressly permitted or as required by law. Students shall eschew use of any personally identifiable information about facility's patients in the clinical training function, and shall report any unlawful use or disclosure, whether inadvertent or otherwise, and take affirmative steps to mitigate any harmful effects resulting therefrom.

The Community Site may terminate this Affiliation Agreement if it determines that Columbia University College of Dental Medicine has violated this provision.

VI. **Term.** The Agreement shall become effective immediately and shall remain in effect for one year unless otherwise sooner terminated as hereinafter provided. At the end of said initial term, this Agreement shall be automatically renewed for one-year successive terms unless a party provides notices of termination or non-renewal at least sixty (60) days prior to the end of the term. Either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that any student(s) currently assigned to the Community Site at the time of notice of termination shall be given the opportunity to complete his/her or their extramural experience(s) at that Community Site, such completion not to exceed three months.

VII. **Notice.** Any written communication or notice pursuant to this Agreement shall be made to the following representatives of the respective parties at the following addresses:

For the School: Dr. Laureen Zubiaurre
Associate Dean
College of Dental Medicine
630 West 168 Street
New York, NY 10032

For the Community Site: Blackfeet IHS Dental Program
760 Hospital Drive, P.O. Box 760
Browning, MT 59417
VIII. **Entire Understanding.** This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized officials of both the University and the Community Site.

IX. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.

X. **Captions.** The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

XI. **No Waiver.** Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

XII. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of New York.

XIII. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

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Community Site

Columbia University, College of Dental Medicine

[Signatures and dates]