COLLABORATIVE AGREEMENT
BETWEEN THE
Columbia University School of Dental Medicine
AND THE
ST REGIS MOHAWK HEALTH SERVICES

1. **Purpose of Agreement** – Collaborative Agreement No. NAS-CA-XX-XXXX between Columbia University School of Dental Medicine and the ST REGIS MOHAWK HEALTH SERVICES is entered into for the purpose of providing dental students clinical education experience in Public Health Dentistry. This Agreement does not involve the transfer of Federal funds (or property in lieu of funds).

2. **Organizations**

   Non-Federal Organization: (Name, Address, Contact Name, Contact Information)

   IHS Sponsoring Organization: ST REGIS MOHAWK HEALTH SERVICES 412 State Route 37 Hogansburg NY 13655 telephone: 518-358-3141

   Tracking and reporting of this Agreement is the responsibility of: ST REGIS MOHAWK HEALTH SERVICES DENTAL DEPT 412 State Route 37 Hogansburg NY 13655 telephone: 518-358-3141

3. **Description of Services** – The ST REGIS MOHAWK HEALTH SERVICES will provide learning opportunities through a program of clinical education experience in public health dentistry to students in the dental school program. The clinical education objectives, the variety of clinical experiences, and the method of supervision and student education shall be determined between the ST REGIS MOHAWK HEALTH SERVICES Dental Clinic and the dental school.

4. **Term and Termination** – This Collaborative Agreement is effective May 1, 2009–September 1, 2014. This agreement may be terminated with or without cause at any time by either party upon thirty (30) days written notice to the other party, otherwise this Collaborative Agreement will continue to remain in effect. Termination of this agreement by the St Regis Mohawk Health Services Dental Clinic without cause shall take effect after all students who have already commenced their clinical education experience have completed it.

5. **Authority** – This Agreement is made under Indian Health Service policy set forth in IHS General Administration Manual, Chapter 8-79, Use of Collaborative Agreements.

6. **Dental School Agreement**
   
   A. To designate a representative to coordinate program activities and to provide general educational guidance for students.

   B. To designate only students who have completed the necessary training and didactic work called for by this Agreement and who are in good standing with the school.

   C. To recognize that, while at the clinic, students and faculty will be expected to adhere to policies, procedures, standards, schedules and practices of the clinic in order to protect the integrity of the ST REGIS MOHAWK HEALTH SERVICES and to preserve the privacy of its patients.
D. To the extent that students and/or faculty members have access to patient information protected by the Privacy Act (5 USC Section 532a), they will be required to comply with applicable restrictions pertaining to disclosure of such information.

E. To require the students to meet all the reasonable and lawful safety, health and technical standards of the Area of which the students are notified in advance, including the requirements for students born after 1957 to provide evidence of Rubella immunity, either immunization or serum titer.

7. The Clinic Agrees-

A. To designate a representative to coordinate program activities through _________’s designated representative.

B. To provide necessary orientation to students and faculty to the Clinic’s facilities, administrative and program regulations, Standards of Conduct, rules, policies, procedures, standards, schedules, and practices.

C. To provide clinical experience and practice for students, to provide supervision of the students by qualified professional dental staff members, and to participate and cooperate in the educational guidance of students.

D. To maintain additional administrative and professional supervision of students insofar as their presence affects the operation of the Clinic and/or indirect care of patients.

E. To provide upon request and in the form required by the _________, timely evaluations of the clinical performance of students. Student performance will be evaluated in accordance with the _________’s published curricular guidelines.

8. The Dental School and the Clinic Mutually Agree-

A. The Clinic will advise _________ at the earliest possible time of any deficit noted in as assigned student’s ability to progress toward achievement of the stated objectives of the clinical education experience. The Clinic reserves the right to remove a student from a program when performance is considered to be unacceptable, or for inappropriate conduct, as defined exclusively by the Clinic. Wherever possible, such removal shall be planned cooperatively by the Clinic and the Dental School and any concern shall be discussed in advance with the Dental School and the student.

B. Students shall not be considered to be Federal Employees for any purpose other than for purposes of: (1) Federal Torts Claims Act 42 USC Section 233 and 28 USC Section 1346; and (2) 5 USC 8101 for work-related injuries and diseases.

C. No performance under this Agreement will be allowed without full compliance with the Indian Child Protection and Family Violence Prevention Act, Public Law 101-630 and the Crime Control Act of 1990, Public Law 101-647, regarding investigations on child care workers. _________ shall ensure that students cooperate with and assist the clinic in completing any necessary background checks.

D. _________ shall maintain liability insurance coverage or financial responsibility acceptable to the Clinic, as assurance of its accountability for any such losses, claims liabilities, or expenses. In addition, _________ shall inform its students and faculty assigned to the Area of the need for students and faculty to provide evidence of professional liability insurance coverage of not less than $1,000,000 per occurrence.
E. Students shall not receive reimbursements from the Area for expenses such as meals, lodging or travel.

F. The Director, Indian Health Service shall make final decisions on behalf of the Clinic concerning any disputes resulting from this Agreement.

G. The designated contact point for each party under this Agreement shall be:

For the Clinic:

[Signature]
Robert Cree
Assistant Health Director
St Regis Mohawk Health Services

For the School:

[Signature]
Martín J Davis DDS
Columbia University School of Dental Medicine

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.

SIGNED FOR SCHOOL:

[Signature]
Columbia University School of Dental Medicine

April 27, 2012

Date

Martín J. Davis DDS

SIGNED FOR THE INDIAN HEALTH SERVICE

[Signature]
Robert Cree, St. Regis Mohawk Health Service

4/20/12

Date

Revised 12/08