AGREEMENT BETWEEN

THE ARCTIC SLOPE NATIVE ASSOCIATION, LTD.,
SAMUEL SIMMONDS MEMORIAL HOSPITAL DENTAL CLINIC

AND

COLUMBIA UNIVERSITY, COLLEGE OF DENTAL MEDICINE

This agreement ("agreement") is made between the Arctic Slope Native Association, Ltd., Samuel Simmonds Memorial Hospital Dental Clinic ("ASNA") and Columbia University, College of Dental Medicine ("University") (individually a "party" and collectively "the parties"). The purpose of this agreement is to establish guidelines for the clinical course of instruction of students participating in the Columbia University, College of Dental Medicine’s dental program and gaining clinical and professional experience at the Samuel Simmonds Memorial Hospital Dental Clinic in Barrow, Alaska.

The parties agree as follows.

I. GENERAL INFORMATION:

1.1 The course of instruction (the "clinical program") will cover periods of time mutually agreed upon between University and ASNA during the term of this agreement. The dates for students’ participation in the clinical program will normally be agreed upon at least one month before the beginning of each clinical program.

1.2 The number of students eligible to participate in clinical programs each year will be mutually determined by agreement of the parties, and may be altered from time to time by mutual agreement.

1.3 The parties intend to provide and support a positive learning environment that promotes the development of professional attributes in students. Students will observe and participate, as appropriate, in the provision of dental services to patients, and will perform clinical assignments as specified by the ASNA Dental Director or designee.

1.4 This agreement does not contemplate the payment of any fees or remuneration by either party to the other.

1.5 Students will not be employees of ASNA, and are not eligible for compensation, employee benefits or health care benefits from ASNA, except for blood borne pathogen exposure care as specifically noted below.
1.6 Neither University nor ASNA nor any student will discriminate against any patient, ASNA employee, applicant or student on the basis of race, national origin, religion, creed, gender, sexual orientation, gender identification, age, or marital, veteran or disability status, except to the extent ASNA may apply its Native preference policies to hiring decisions and student selection.

1.7 The parties agree to comply with the Family Educational Rights and Privacy Act of 1974, as amended, and its regulations governing the privacy of student records. University understands that all records relating to individuals maintained by ASNA, including students, are subject to the Privacy Act, 5 U.S.C. § 522a, and may not be disclosed by ASNA except as permitted by that Act.

1.8 The parties agree that when performing clinical services under this agreement, students are considered to be members of ASNA’s workforce as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy, Security and Breach Notification Rules (45 CFR Parts 160 and 164). This section applies solely to the privacy and security rules applicable to ASNA and does not establish an employment relationship between ASNA and students for any other purpose.

II. RESPONSIBILITIES OF UNIVERSITY:

2.1 University shall have and retain the primary responsibility over academic instruction relating to the clinical program, the education and evaluation of the students in the program, and the instruction of the students while at ASNA.

2.2 University shall provide and maintain the records and reports required for clinical learning experiences of its students under this agreement. University will retain the responsibility for assigning grades for students in the clinical program.

2.3 University shall obtain or require 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 the student.

2.4 University shall provide to ASNA a disclosure statement for each faculty member and student planning to participate in the course of instruction at the Samuel Simmonds Memorial Hospital Dental Clinic (“program participants”) that indicates the program participant’s health and immunization data (including MMR, Tuberculin, and Hepatitis B immunity clearances), personal medical insurance coverage, CPR certification date and date of blood borne pathogen training.
2.5 University shall complete a background check for each program participant and shall submit to ASNA a disclosure statement that identifies any criminal charges or convictions, including no contest pleas, for each program participant. University will assure that all program participants meet the character and background standards of the Indian Child Protection Act, 25 U.S.C. § 3201 et seq., the Alaska Barrier Crimes Act, AS 47.05.300 et seq., and the Alaska Barrier Crime Act regulations, 7 AAC 10.900 – 7 AAC 10.990.

2.6 University shall verify that each program participant is eligible to participate in all federal and state health programs and shall verify that each program participant is not on the OIG or GSA exclusion list.

2.7 University shall defend, indemnify and hold ASNA harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and 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 University, its officers, agents, students, or employees.

2.8 University will only assign to ASNA students who are regularly enrolled, in good standing, and who have satisfactorily completed the necessary training didactic portions of University's curriculum to participate in the clinical program.

2.9 University will, in consultation with ASNA, assure that 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.

2.10 University will enforce its rules of conduct and regulations governing students and any other rules that are mutually agreed upon between University and ASNA, and will enforce disciplinary action against a student who violates any applicable policies, procedures, standards, rules or regulations.

2.11 University agrees to require each program participant to sign a confidentiality agreement and to ensure that program participants will hold confidential and not disclose any patient information and other confidential information obtained through participation in the clinical program and will comply with all applicable provisions of the Privacy Act, 5 USC § 522a, the HIPAA Privacy, Security and Breach Notification Rules, 45 CFR Parts 160 and 164, and the Confidentiality of Alcohol and Drug Abuse Records Rule, 42 CFR Part 2.
III.  RESPONSIBILITIES OF ASNA:

3.1  ASNA will provide clinical experience for students, participate and cooperate in the educational guidance of students. ASNA will retain full responsibility for the care of its patients.

3.2  ASNA will maintain administrative and professional supervision of students insofar as their presence affects the operation of SSMH Dental Clinic. Supervision will be available at all times the students are on duty to ensure that each student assumes an appropriate level of responsibility for safe, effective, and compassionate patient care that is consistent with the student's level of experience and training.

3.3  ASNA will assure that each of its supervising dentists has a dental diploma from an accredited United States or Canadian university, a current state dental license in good standing and a current CPR certificate.

3.4  ASNA provides health care services, including managing the Samuel Simmonds Memorial Hospital, pursuant to the Alaska Tribal Health Compact and Annual Funding Agreements with the Secretary of Health and Human Services, as authorized by Sec. 325 of P.L. 105-83 and Title V of the Indian Self-Determination Act of 1975, 25 U.S.C. §§ 450, et seq., Pub. L. No. 93-638, as amended. Negligence claims, including professional liability claims, against ASNA are deemed to be claims against the United States and are covered by the Federal Tort Claims Act, 28 U.S.C. §§1346, 2401 and 2671-2680, pursuant to 42 U.S.C. § 233, 25 U.S.C. § 450F(d) and 25 U.S.C. § 1680c(d), § 314 of P.L. 101-512, as amended.

3.5  ASNA will maintain adequate resources as necessary and appropriate for the students' clinical education at ASNA, and shall provide professional experience in all available aspects of the practice associated with the student's area of study.

3.6  ASNA reserves the right to limit the number of students participating in the clinical program and, in consultation with University, shall determine the dates for student participation in the clinical program.

3.7  ASNA shall provide and maintain records and reports required by University for conducting the clinical program and provide program participant evaluations to University on forms provided by University.

3.8  ASNA 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.
3.9 ASNA shall provide available time and space, when possible, to clinical instructors for attending clinical supervisory meetings and conferences called by University as part of the students' educational program.

3.10 ASNA shall defend, indemnify and hold University harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and 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 ASNA, its officers, agents, or employees, and are not covered by the Federal Tort Claims Act.

3.11 ASNA retains the right to terminate any student's participation in the clinical program at any time and for any reason, including for its convenience. ASNA shall immediately notify University's Clinical Coordinator when a student's participation is terminated.

3.12 ASNA 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. ASNA will provide employee-related health coverage at no cost if a program participant is accidentally exposed to blood, bodily fluids or other infectious or environmental hazards, including exposure to blood-borne pathogens.

IV. Other.

4.1 Either party may terminate this agreement upon sixty (60) days advance written notice to the other party.

4.2 Any revision or modification of this agreement shall be in writing, and shall be signed by both parties.

4.3 This agreement shall be effective as of 4/3/14. The term the agreement shall be one year, and shall renew automatically unless either party declines to continue the agreement and notifies the other in writing.
For: Columbia University, College of Dental Medicine

By: [Signature]
Title: [Signature]
Date: 4/3/14

For the: Arctic Slope Native Association, Ltd.

By: [Signature]
Title: Dental Director
Date: 4/7/2014