

# **Affiliation Agreement for Dental Hygiene Program Delivery Between**

## **North Idaho College and Lewis-Clark State College (LC State)**

This Agreement made this August 1, 2024 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 (LC State) with offices at 500 8th Avenue, Lewiston, Idaho (hereinafter referred to as the Facility) will be effective for a period beginning August 1, 2024 and ending July 31, 2026.

### **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 Provide lab and clinical training space to a cohort of the College Dental Hygiene program. The Facility will:**

- 1.1.1 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.

- 1.1.2 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 in the CODA Standards.
- 1.1.3 Provide classroom and clinic space to support the two-year Dental Hygiene Program curriculum, as designed and intended by the College.
- 1.1.4 Assist the College in identification of sources within the Facility's community for patients with limited access to dental hygiene services.

**1.2. Provide a Dental Clinic for training Dental Hygiene students, under the guidance and oversight of the College's Dental Hygiene Program. The Facility will:**

- 1.2.1 Provide, to the extent possible, 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, 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 College's 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.
- 1.2.3 Provide access to classroom AV equipment to support distance and classroom education, computer system, phone, office space, desk, storage and secure storage for student and program documents.
- 1.2.4 Provide an LC State contact liaison for the College Dental Hygiene Program staff for emergent issues.
- 1.2.5 Provide available prerequisite coursework for the Dental Hygiene Program.
- 1.2.6 Provide a designated Health Professions Advisor who will work with the College advisor to support student progress, retention, etc.

**1.3. Health and Safety Provisions. The Facility will:**

- 1.3.1 Provide students, staff and faculty with campus Facility Emergency information and protocols.
- 1.3.2 Provide College the opportunity to employ their standards and procedures on Health and Safety (radiation hygiene, protection,

ionizing, hazardous materials, bloodborne, and infectious diseases) as outlined in the Health Professions Student Handbook and Dental Hygiene Program Addendum.

## **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 to the cohort, utilizing competitive entry, and prioritizing qualified students from the Facility's geographic region.
- 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, virtual remote technologies.

- 2.1.8 Provide and maintain all equipment and other resources required for the program to maintain American Dental Association Accreditation Standards for Dental Hygiene Programs (CODA) and to comply with distance site criteria as included in the initial accreditation application.
- 2.1.9 Provide all consumable supplies required for the program.
- 2.1.10 Provide physical space to the program director, to the extent possible, for team meetings, calibration workshops, and program in-services, including on-site and distance education training for components of the program, as needed.
- 2.1.11 Provide support to the program director for comprehensive infection control training to Dental Hygiene students.
- 2.1.12 Provide support to the program director for training in lab and clinical teaching and competency testing procedures to the staff and faculty at the Facility.
- 2.1.13 Provide support to the program director to ensure all FERPA policies are followed when sharing student information.
- 2.1.14 Provide comprehensive library holdings and access for the Facility's student cohort through the LC State's library and interlibrary loans.
- 2.1.15 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 College'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.

2.2.6 Insurance. College shall have, for all periods of time pertinent to this Agreement, in effect for itself, and for the students, faculty and all other employees, agents and representatives of College involved with the clinical observation and experience program at Agency (“Related Parties”) comprehensive general liability and professional liability insurance with limits of not less than \$1,000,000 per occurrence or claim \$5,000,000 aggregate and shall furnish to Agency on or before the Effective Date of this Agreement certificate(s) from the insurance carrier(s) evidencing such coverage and stating that the insurance carriers will not cancel the policies or change insurance limits or fail to renew the policies without giving Agency at least thirty (30) days written advance notice. This covenant shall include the obligation to acquire “tail” coverage for any “claims made” policy as necessary until any applicable statute of limitation shall have expired. College shall advise Agency in writing at least thirty (30) days in advance of the cancellation or non-renewal of any insurance policy referred to above.

**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.

2.3.2 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:**

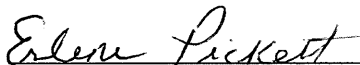
- 3.1. Ensure jointly that students participating in the Dental Hygiene Program will have the ability to complete their dental hygiene degree within a reasonable period of time depending on their academic standing, should this agreement be terminated by either party.
  - 3.2. The College will ensure 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.
  - 3.3. The decision to expand access to facilities at the Facility may be made by mutual agreement without necessity of amending this agreement.
  - 3.4. 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. Students attending the Program at the Facility may occasionally be required to travel to the College for orientation or workshops. All didactic, lab or clinical components will take place at the Facility.
  - 3.5. Procedures will be provided by the College to the Facility as outlined in the Health Professions Student Handbook and Dental Hygiene Program Addendum.
4. Within this MOA, there is no monetary exchange between North Idaho College and LC State the College's use of Facility space to support the Dental Hygiene program. LC State may request, in exchange for use of space, use of North Idaho College space to support LC State programming, as would be mutually agreed upon.
  5. **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.
  6. **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.
  7. **Amendments.** This Agreement may not be changed or amended except by written agreement signed by both parties.
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8. **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.
9. **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.
10. **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 Nez Perce County, Idaho.
11. **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.
12. **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.
13. **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



Sarah Garcia  
~~Interim~~ Vice President, Finance and  
Business Affairs



Erlene Pickett  
Associate Dean, Nursing & Health

Lewis-Clark State College

Julie Crea  
Vice President for Finance and  
Administration

**APPROVED**  
By Jeffrey Ober at 3:10 pm, Aug 21, 2024

Jeffrey Ober  
Dean, Career and Technical Programs Professions