

Clinical Affiliation Agreement – Non-UW Standard

**(MODEL/STANDARD CLINICAL AFFILIATION AGREEMENT – NON-UW AFFILIATES
(4/6/2011))**

AFFILIATION AGREEMENT

This Agreement is made and entered into between **Skagit Valley College** (“School”), located at [REDACTED], Washington, and [REDACTED] (“Training Site”), located at [REDACTED], Washington. The purpose of this Agreement is for Training Site, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School’s students who are enrolled in its Dental Therapy Program (the "education program"). In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

I. GENERAL PROVISIONS

A. School and Training Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Training Site to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the clinical education program);
- Number of students eligible to participate in the clinical education program;
- Specific days, hours and locations for the clinical education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty Liaison, clinical education Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

B. School and Training Site will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

C. School and Training Site will instruct their respective faculty, staff, and students participating in the clinical education program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Training Site.

D. There will be no payment of charges or fees between School and Training Site.

E. There will be no discrimination against any program participant 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 School or Training Site engage in such discrimination in their employment or personnel policies.

II. SCHOOL'S RESPONSIBILITIES

A. School will provide information to Training Site concerning its curriculum and the professional and academic credentials of its faculty for the students at Training Site. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Training Site. School will be responsible for instruction and administration of the students' academic education program. School will notify Training Site in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

B. School's faculty will meet with the Training Site clinical education Supervisor Preceptors, if any, at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

C. School will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program at least four weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by Training Site as set forth in this Agreement, prior to the arrival of students. School will notify Training Site in writing of any change or proposed change in a student's status.

D. School will obtain evidence of current immunizations against diphtheria, tetanus, pertussis, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunity status, documented by a protective titer, for those students who will be in contact with patients/clients. At the time of immunization, students with no history of exposure to chickenpox will be advised to get an immune titer. School will require yearly influenza and PPD testing or follow-up as recommended if the students are PPD-positive or have had BCG. School will provide information to Training Site regarding student status concerning the above requirements.

E. School will assign to Training Site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

F. School shall ask each student who may be placed in Training Site to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to the School, and to authorize the School to transmit that record or copy thereof to Training Site. Before the start of training, School will provide Training Site with the names of any students who have

failed to provide the requested records, or who refuse to authorize the release of records to Training Site. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and Training Site, Training Site may conduct the background inquiry directly and the Training Site may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

Training Site understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Training Site.

G. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Training Site. School will notify each student of his/her status and responsibilities pursuant to this Agreement. This includes notification to students of the need to procure the insurance coverage required by the Training Site as identified in section V. C. below prior to being admitted to the Training Site.

H. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

III. TRAINING SITE'S RESPONSIBILITIES

A. Training Site will provide students with a desirable clinical education experience within the scope of health care services provided by Training Site. Training Site will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Training Site will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. Training Site will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

B. Training Site will provide students with access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

C. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the clinical education program including all personal protective equipment, such as gloves, gowns, masks, and other supplies necessary to comply with Centers for Disease Control guidelines, as appropriate to the student's training in the Program. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, School faculty.

D. Training Site will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.

E. Training Site retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

F. Training Site will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Training Site's clinical education Supervisor will notify School of the action taken. All final resolutions of the student's academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information Training Site provides for School; however, Training Site reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

G. On any day when a student is participating in the clinical education program at its facilities, Training Site will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of any and all care.

H. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.

IV. STUDENTS' STATUS AND RESPONSIBILITIES

A. Students will have the status of learners and will not replace Training Site personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

B. Students are required to adhere to the standards, policies, and regulations of Training Site during their clinical education program.

C. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their clinical education program at Training Site.

D. Students assigned to Training Site will be and will remain students of School, and will in no sense be considered employees of Training Site. Training Site does not and will not assume any liability under any law relating to Worker's Compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to School or its students by virtue of this Agreement.

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. School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.

C. In order to be accepted at the Training Site, students will be required to have medical malpractice and general liability coverage, whether through the student medical malpractice and general liability policies offered by the State of Washington, Office of Financial Management, Risk Management division, or otherwise, while working in the Training Site.

D. Training Site maintains professional liability insurance coverage with [redacted] [insurance company]. Through that coverage, Training Site 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. [Optional: Training Site also maintains liability insurance coverage with [redacted] [insurance company] for students performing under this Agreement at the Training Site.

VI. TERM

A. This Agreement is effective beginning [redacted], 20 [redacted], and will continue thereafter from year to year. This agreement will be reviewed no later than three years from its effective date, or earlier at the request of either party. School and Training Site will jointly plan student placement in advance of each year's beginning, taking into account the needs of the school for clinical placement, maximum number of students for whom Training Site can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

B. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

A. School certifies that it has trained each student it sends to Training Site in universal precautions and transmission of blood-borne pathogens, and that it will send to Training Site only students who have been trained in and have practiced using universal precautions. School has recommended the Hepatitis B (HBV) screening to all clinical education program students before assignment to Training Site. Students may waive the HBV series, but are required to have a TB screening and be up-to-date on all other immunizations. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

B. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program at Training Site, Training Site agrees to provide the following services:

- Being seen by Training Site's employee health service and/or emergency department as soon as possible after the injury;
- Emergency medical care following the injury;
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- HIV counseling and appropriate testing.

The student will be responsible for the costs of any and all care, testing, counseling, and obtaining necessary follow-up care.

C. The source patient's HBV, HCV and HIV status will be determined by Training Site in the usual manner to the extent possible.

VIII. MISCELLANEOUS PROVISIONS

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

B. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

C. 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.

D. 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 Washington.

E. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Training Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

(a) To School:

Skagit Valley College
Dental Therapy Program, Mt. Vernon Campus
2405 East College Way
Mt. Vernon, WA 98273-5899

(b) To Training Site:

Facility
Address of Facility

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

F. Survival. School and Training Site expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

G. 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.

H. 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.

I. Inspection. Training Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

J. HIPPA. School voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Training Site will provide additional training on Training Site's specific HIPAA policies and procedures. School will direct its students and faculty to comply with the policies and procedures of Training Site. No protected healthcare information (PHI) is anticipated to be exchanged between Training Site and School. Solely for the purpose of defining students' role in relation to the use and disclosure of Training Site's PHI, students acting pursuant to

this Agreement are defined as members of Training Site’s workforce. However, School’s students and faculty shall not be considered to be employees of Training Site.

SKAGIT VALLEY COLLEGE

TRIBE-CLINIC NAME

Printed Name

Printed Name

Signature Date

Signature Date

Title

Title

Approved as to form:

Approval on file

Assistant Attorney General
Attorney for College

ATTACHMENT A: LETTER AGREEMENT FOR PRECEPTORSHIP

WHEREAS, the purpose of this Letter Agreement (“AGREEMENT”) is to guide and direct the Parties respecting their affiliation in furtherance thereof to implement the dental therapy education preceptorship (DT 295 Course) where dental therapy student(s) are oriented and incorporated as members of the dental healthcare team.

WHEREAS, this AGREEMENT is made and entered into between **Skagit Valley College**, (“SCHOOL”) located at **2405 East College Way, Mount Vernon, WA 98273-5899** and [REDACTED] (“TRAINING SITE”), located at [REDACTED].

WHEREAS, SCHOOL and TRAINING SITE have agreed to the terms of the Clinical Affiliation Agreement with a term beginning on the date of its execution by the SCHOOL and TRAINING SITE and extending to the last day of the dental therapy student’s Preceptorship. This AGREEMENT may be extended at the agreement in writing of SCHOOL and TRAINING SITE.

WHEREAS, DT 295 Preceptorship Course hours are Monday-Friday 08:00 AM-5:00 PM or as dictated by TRAINING SITE clinic hours.

WHEREAS, DT 295 – Preceptorship Course Learning Outcomes are:

- Provide examination services (radiographs, caries diagnosis, and treatment planning)
- Provide preventive services (fluoride varnish, oral hygiene instruction, sealants, toothbrush prophylaxis and dental prophylaxis)
- Provide restorative services (ART/protective restorations, amalgam and composite restorations, and stainless- steel crowns)
- Provide complex services (pulpotomy, extractions)
- Provide local anesthesia
- Record clinical observations and treatment needs, and accurately document and code for procedures performed
- Manage consultation and referral for procedures and conditions that are beyond the dental therapy scope of practice
- Self-assess quality of treatment provided, reconcile assessment ratings with clinical supervisor, and discuss lessons learned
- Present portfolio

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet SCHOOL's accreditation standards related to this letter agreement with clinical affiliates which require at a minimum:

- SCHOOL is ultimately responsible for dəx^wǰayəbus (dah-hi-ya-buus) dental therapy education program, academic affairs, and the assessment of dental therapy students;
- SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for dental therapy student teaching;
- TRAINING SITE will provide dental therapy students, and faculty if applicable, access to appropriate resources for dental therapy student education;
- The shared responsibility of SCHOOL and TRAINING SITE for creating and maintaining an appropriate learning environment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Parties identified in the Skagit Valley College Dental Therapy Letter Agreement agree as follows:

A. Responsibilities of SCHOOL

1. SCHOOL will plan and determine the adequacy of the educational experience in theoretical background, basic skills, professional ethics, attitudes, and behaviors, and the clinical training of dental therapy students, and shall assign to TRAINING SITE only dental therapy student(s) who have satisfactorily completed the prerequisite didactic and clinical training portions of SCHOOL's curriculum and who passed all the required course competencies.

2. SCHOOL will retain ultimate responsibility for the education and assessment of its dental therapy students. SCHOOL's representative for this Agreement shall be a Skagit Valley College Dental Therapy Faculty member ("Faculty"), appointed, and assigned by SCHOOL, who will be responsible for dental therapy student teaching and assessment in course DT 295 ("Program Director").

3. If requested by TRAINING SITE, SCHOOL will provide instruction to TRAINING SITE's staff with respect to SCHOOL's expectations regarding assessment of SCHOOL's dental therapy students at TRAINING SITE.

4. Program Director or designated SCHOOL faculty shall meet with TRAINING SITE Clinical Education Supervisor (a.k.a. clinic Dental Director) or designated TRAINING SITE staff on a mutually agreed upon schedule or at minimum every other week. Meeting discussions include but not limited to: education program updates, education program training/informational session(s), student progress, education program employee complaint, TRAINING SITE inquiries/concerns, TRAINING SITE patient complaints, etc.

5. SCHOOL shall provide TRAINING SITE feedback based on applicable student experience assessment(s) findings and student exit interview responses.

B. Responsibilities of TRAINING SITE

1. TRAINING SITE has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound clinical training experiences can occur. Therefore, TRAINING SITE will provide SCHOOL's dental therapy students with access to appropriate equipment and resources for dental therapy student education including: a) access to patients at TRAINING SITE facilities in an appropriately supervised environment in which the dental therapy students can complete SCHOOL's curriculum; b) security badges or other means of secure access to patient care areas; c) access and required training for dental therapy students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; and e) secure storage space for personal items of dental therapy students when at TRAINING SITE.

2. TRAINING SITE shall provide at least one Preceptor/Supervising Dentist who shall have responsibility for preceptor/supervision of dental therapy students while at TRAINING SITE. The current Preceptor/Supervising Dentist(s) is/are: _____ ("Preceptor Dentist" also known as "Supervising Dentist"). TRAINING SITE shall notify SCHOOL's Program Director by phone and email of any changes in Preceptor/Supervising Dentist(s) within 10 business days of such change.

3. TRAINING SITE shall notify the Program Director by phone and email within **5 business days** of any of the following:

- a. Any final action taken by any State dental licensing board against the dental license of Preceptor Dentist.
- b. The voluntary or involuntary surrender of, or the failure to renew, the dental license of Preceptor Dentist.
- c. Any change in professional liability insurance coverage.
- d. Any conviction of a misdemeanor related to the practice of dentistry, or of a felony.
- e. Any limitation on the ability of Preceptor Dentist to serve in that capacity.

4. TRAINING SITE shall check-in with Program Director or designated SCHOOL faculty on a mutually agreed upon schedule or at minimum every other week. Meeting discussions include but not limited to clinic operations, patient schedule, personnel concerns, training/informational session(s), student progress, patient/employee complaint, etc.

5. TRAINING SITE shall conduct mid-quarter and end of quarter student assessments, and student exit interviews. All reports and documentations shall be forwarded to SCHOOL immediately following the collection of such assessments and completion of exit interviews.

6. TRAINING SITE shall approve administrative and professional development time for the Preceptor/Supervising Dentist to attend dæxwǵayəbus' Supervising Dentists Preceptorship CDE course. *See Attachment B.*

7. To the extent TRAINING SITE generates or maintains educational records related to dental therapy students, TRAINING SITE agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") to the same extent as such laws apply to SCHOOL, and shall limit access to only those employees or agents with a need to know. For the purposes of this

AGREEMENT pursuant to FERPA, SCHOOL hereby designates TRAINING SITE as a school official with a legitimate educational interest in the educational records of dental therapy students to the extent that access to SCHOOL'S records is required by TRAINING SITE to carry out the preceptorship experience(s).

8. TRAINING SITE shall identify a TRAINING SITE Dental Therapy Coordinator who will communicate and cooperate with SCHOOL to provide the dental therapy students with appropriate preceptorship experience(s).

9. TRAINING SITE shall require that, before any patient receives dental therapy services from a dental therapy student, the patient sign a form consenting to being treated by the dental therapy student.

C. Description of School & Training Site Faculty Roles

D. Mutual Responsibilities

The Parties will work together to maintain an environment of high-quality patient care. At the request of either Party, a meeting or conference will promptly be held between SCHOOL and TRAINING SITE representatives to resolve any problems or develop any improvements in the operation of the preceptorship experiences.

1. SCHOOL will provide qualified and competent Faculty and staff members in adequate number for the instruction, assessment, and supervision of dental therapy students using SCHOOL's facilities. TRAINING SITE will provide qualified and competent staff members in adequate number for the instruction and supervision of dental therapy students using TRAINING SITE facilities.

2. SCHOOL, including its Faculty, staff, and dental therapy students, and TRAINING SITE share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with dental therapy students. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

3. TRAINING SITE and Preceptor/Supervising Dentist shall require their staffs who interact with dental therapy students to adhere to high ethical standard of conduct and professionalism.

**ATTACHMENT B:
Supervising Dentists Preceptorship CDE Course**

Course Description

Supervising dentists are orientated to dæxʷǰayəbus faculty, curriculum, and facilities. Dentists observe students and shadow instructors in preclinical, clinical, and community courses, present a lecture, complete a calibration workshop, develop a plan to orient and incorporate a student into their clinic, complete paperwork to become an adjunct instructor at Skagit Valley College. A maximum of 24 hours of CDE credits are available.

Instructors

dæxʷǰayəbus Faculty

Learning Outcomes

- Build a relationship with dæxʷǰayəbus faculty, staff, and students
- Explain the role and responsibilities associated with being a dæxʷǰayəbus supervising dentist
- Observe students in preclinical, clinical, and community courses
- Shadow instructors in preclinical, clinical, and community courses
- Prepare and present a lecture (1 hour) on an assigned topic
- Develop a plan how to orient and incorporate a student into their clinic
- Calibrate rating performance of procedures that will be completed during preceptorship
- Practice using evaluation forms to document services provided during the preceptorship
- Identify method and periodicity of communication with dæxʷǰayəbus faculty

**Supervising Dentists Preceptorship CDE Schedule
Quarter 7**

Time	Tuesday	Wednesday	Thursday
8:00 AM - Noon	Orientation & Expectations SVC Adjunct Instructor Role & Responsibilities	Calibration Workshop	Yr. 2 Quarter 7 courses
Lunch			
1:00 –5:00 PM	Yr. 1 Quarter 3 course lecture Shadow DT 113 Instructors	DT 212: DT Clinic II Shadow DT 212 Instructors	Plan for Preceptorship

OR

Quarter 8

Time	Tuesday	Wednesday	Thursday
8:00 AM - Noon	Orientation & Expectations SVC Adjunct Instructor Role & Responsibilities	Calibration Workshop	Yr. 2 Quarter 8 courses
Lunch			
1:00 – 5:00 PM	Yr. 1 Quarter 4 course lecture Shadow DT 114 Instructors	DT 213: DT Clinic III Shadow DT 212 Instructors	Plan for Preceptorship