Articulation + Transfer Agreement Between

SUNY Broome Community College (SUNY-Broome) & The University of Bridgeport
Admission Program

I. Introduction

Whereas SUNY Broome Community College (SUNY-Broome) offers a two-year Associate of Applied Science (A.A.S.) Program in Dental Hygiene (D.H.) requiring dental hygiene and general education coursework;

Whereas, University of Bridgeport (UB or University of Bridgeport) offers a four-year Bachelor of Science (B.S.) Degree in Dental Hygiene (B.S.D.H.) through the online degree completion program at the UB Fones School of Dental Hygiene;

Whereas SUNY-Broome and UB seek to integrate SUNY-Broome’s A.A.S. in D.H. Program with UB’s B.S.D.H. degree completion program by granting SUNY-Broome students admission to UB, provided that the SUNY-Broome students satisfy the conditions specified in this Agreement and in the UB admissions criteria.

Now therefore, in consideration of the mutual covenants and the Agreement set forth herein, SUNY-Broome and UB hereby agree as follows:

Admissions and advising staff at UB and SUNY-Broome will work closely together and with participating students to ensure that appropriate coursework is completed and accepted upon transfer to UB. Students participating in the A.A.S. in D.H. Program will enjoy benefits that include:

A. Early identification of interest in and preparation for advancement into the University of Bridgeport B.S.D.H. degree completion program;
B. Consistent, integrated academic advisement and support;
C. Access to the University of Bridgeport’s student activities and campus facilities;
D. Admission to the B.S.D.H. program at the University of Bridgeport, following receipt of a fee-waived UB admissions application and UB’s determination that its dental hygiene and general admission requirements have been satisfied, so long as the required SUNY-Broome A.A.S. in D.H. degree is satisfactorily completed in accordance with the terms of this Agreement; and
E. Smooth transition from SUNY-Broome to the University of Bridgeport.

II. Program Guidelines

A. Students may apply to the University of Bridgeport B.S.D.H. degree completion program in their final year of the A.A.S. in D.H. Program. Applicants must complete and submit a University of Bridgeport application for admission. To be admitted to UB, students must satisfy general admission requirements of UB, and obtain a grade of at least a “C” or better in all courses for which they are seeking transfer.
B. Exhibit A identifies the number of credits and courses that will be transferred towards the UB's B.S.D.H. degree. A maximum of seventy-four (74) credits may be transferred to the B.S.D.H. degree completion program.

C. Students participating in this Agreement will matriculate under the degree and requirements of the University of Bridgeport catalog that are in effect when they are accepted in the program at the University of Bridgeport.

D. Upon enrollment into the University of Bridgeport, students will be eligible for access to the University of Bridgeport library and network center.

E. Students will no longer be eligible for the benefits described in this Agreement if they withdraw or are dismissed from the University of Bridgeport B.S.D.H. Program.

III. Institutional Commitments

A. The responsibilities of SUNY-Broome arc to:

1. Publicize the availability of the Agreement;
2. Make the University of Bridgeport application materials available to students interested in participating in this Agreement;
3. Counsel and/or advise SUNY-Broome A.A.S. in D.H. students interested in attending the B.S.D.H. degree completion program at the University of Bridgeport;
4. Identify prospective students interested in enrolling in the B.S.D.H. degree completion program and share the information with the University of Bridgeport;
5. Designate personnel to work with staff at the University of Bridgeport to implement an effective communication plan to interested students; and
6. Work with the University of Bridgeport staff/faculty to coordinate information sessions for prospective students.

B. The Responsibilities of the University of Bridgeport are to:

1. Designate the Transfer Admission Counselor to serve as the point of contact for students interested in, and admitted to, the respective engineering program at the University of Bridgeport;
2. Process an application for A.A.S. in D.H. students interested in the B.S.D.H. degree completion program;
3. Designate the faculty advisor and other personnel to be the points of contact for the Agreement;
4. Ensure that the University of Bridgeport faculty advisor and staff provide planned advisement sessions; and
5. Work with SUNY-Broome personnel to coordinate information sessions for prospective students.

IV. Implementation and Terms of Agreement

A. This Agreement is for a term of five years, commencing on August ___, 2018 and ending August ___, 2022. The Agreement may be extended for additional five (5) year terms as mutually agreed upon in writing or as mutually amended in writing by the parties.

B. Either party shall have the right to terminate this Agreement with or without cause upon 90 days' written notice. Additionally, either party may terminate this
Agreement for material breach, provided however, that the terminating party has given the other party at least ten (10) days written notice and the opportunity to cure. In the event of termination, any students then enrolled at UB through the Program shall be entitled to continue to particulate in the Program, subject to the terms of this Agreement.

C. The Agreement is subject to and shall be interpreted in accordance with applicable law. In particular and without limitation, the parties will comply with all federal, state, and local laws regarding nondiscrimination, the Family Educational Rights and Privacy Act (FERPA), and Americans with Disabilities and Rehabilitation Act (ADA). This Agreement is also subject to the written policies SUNY-Broome and UB, with which their respective students must comply.

D. In accordance with FERPA, the parties may share certain information related to NCC students seeking or intending to enroll at UB. SUNY-Broome shall also comply with FERPA requirements regarding student notification.

E. This Agreement may be amended in writing upon the mutual written consent of the parties.

F. The relationship between the parties shall not be deemed or construed to create a joint venture, partnership, agency, or employer-employee relationship.

G. No interest in this Agreement shall be assigned or transferred to any third party without the mutual written consent of SUNY-Broome and UB.

H. If in conflict, this Agreement shall supersede previous agreements between the SUNY-Broome and the UB Fones School of Dental Hygiene.

Francis Battisti, Ph.D
Executive Vice President and Chief Academic Officer
SUNY Broome Community College
P.O. Box 1017
Binghamton, NY 13902

Stephen Healey
Provost and Vice-President for Academic Affairs University of Bridgeport
126 Park Avenue
Bridgeport, CT 06604
Exhibit (A)

SUNY Broome Community College
Dental Hygiene (A.A.S.)
Pathway to University of Bridgeport
Dental Hygiene (B.S.D.H.)
SUNY Broome Community College Dental Hygiene A.A.S Degree  
To University of Bridgeport Dental Hygiene B.S. Degree

<table>
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<tr>
<th>Course</th>
<th>Title</th>
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<th>University of Bridgeport, Fones School</th>
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The maximum # of credits that can be transferred from a two-year institution is 74.

Minimum grade for transferrable coursework = C

SUNY-Broome-UB-DH-Articulation-8/24/2018
UNIVERSITY OF BRIDGEPORT  
Fones School of Dental Hygiene  
FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into on this first day of August, 2018, by and between UNIVERSITY OF BRIDGEPORT, located at 60 Lafayette Street, Bridgeport, CT, 06604 and the SUNY BROOME COMMUNITY COLLEGE (“Field Site”), located at P.O. Box 1017, Binghamton, NY 13902.

RECITALS

WHEREAS, the University of Bridgeport seeks to partner with field sites for educational field experiences for the students enrolled in the Master of Science in Dental Hygiene program at the University of Bridgeport (the “Students”);

WHEREAS, field experiences shall include the Field Site’s student education program conducted at the Field Site (“Field Experience Program”);

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, the school and the Field Site mutually desire to contribute to the education and professional growth of the University of Bridgeport Student.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall commence as of August __, 2018 and shall continue for a period of one (1) year (the “Initial Term”). Upon expiration of the Initial Term of this Agreement, this Agreement and the Term shall renew for successive one (1)-year periods (each a “Renewal Term”). Notwithstanding the foregoing, the sum of all Renewal Terms shall be limited to nine (9) years and either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days’ prior written notice to the other party. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

II. UNIVERSITY OF BRIDGEPORT RESPONSIBILITIES

A. University of Bridgeport shall be responsible for the assignment of Students to the Field Site. University of Bridgeport agrees to refer to the Field Site only those Students who have completed the required prerequisite course of study as determined by University of Bridgeport.

B. University of Bridgeport shall provide a Field Education Coordinator (the "Field Education Coordinator") who will act as a liaison between the school and the Field Site. The Field Education Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:
(1) Confirming any contact information for Student to the Field Site Program Coordinator, as defined below, prior to the Student assignment; and

(2) Supplying the Field Site, in writing, with information regarding the Student’s current level of academic preparation as may be required by the Field Site.

C. University of Bridgeport shall provide an approved Instructor (the “Instructor”) who will serve as the academic course instructor and field experience instructor for the educational experience. The Instructor will have responsibilities including, but not limited to:

(1) Communicating with the Preceptor relating to the Student’s educational experience at the field site;
(2) Evaluating student academic and field work relating to the educational experience at the field site.

D. University of Bridgeport shall in writing provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

E. University of Bridgeport maintains, and for the entire Initial Term and all Renewal Terms shall continue to maintain, professional liability insurance with a single limit of no less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars ($1,000,000) per occurrence.

III. FIELD SITE RESPONSIBILITIES

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site (the “Field Site Program Coordinator”). The Field Site Program Coordinator shall be responsible for:

(1) Planning and coordinating the education arrangements between the Field Site, the Student and University of Bridgeport;
(2) Serving as a liaison between the Field Site and University of Bridgeport; and
(3) Developing and administering an orientation program for Student which will familiarize the Student with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor (the “Preceptor”) for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Preceptor. The Program requires supervision specifically by the Preceptor and may not be delegated. Preceptors are responsible for providing role modeling, direct patient supervision, professional interactions, and sharing expertise and experience. Preceptors are expected to voice concerns when student behaviors are in question or patient safety is of issue. Preceptors shall provide instruction and field services in accordance with the Field Experience dental hygiene program. The Preceptor shall work with the Instructor to review and evaluate the Students in the Field Experience Program which encompasses projects, lectures, clinical participation, and student/faculty interactions.
C. The Field Site shall provide field learning experiences for the Student that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

D. Field Site shall provide Student with an orientation familiarizing student with all applicable State and Federal laws and regulations that pertain to practice at the Field Site, including those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

E. Field Site shall assure that the Student practices within the guidelines of any applicable professional ethics codes. Field Site shall provide resources to Student for exploring and resolving any ethical conflicts that may arise during field training.

F. The Preceptor shall complete, with the Instructor and Student, all written evaluations of the Student's performance according to the timeline established by University of Bridgeport. Evaluations will be submitted to the Field Education Coordinator.

G. The Field Site Program Coordinator or assigned Preceptor shall promptly notify the Field Education Coordinator of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

H. If available, the Field Site agrees to provide emergency health care services for the Student for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs.

I. The Field Site shall ensure adequate workspace for the student and shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program.

J. The Field Site maintains professional liability insurance (or comparable coverage under a program of self-insurance) with a single limit of no less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars ($1,000,000) per occurrence. The Field Site shall provide University of Bridgeport with proof of coverage.

IV. STUDENT RESPONSIBILITIES

A. The Student shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the field experience.

B. The Student shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to Student by the Field Site during their orientation at the Field Site and shall abide by the requirements of the applicable nurse practice act.

C. The Student shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.
D. The Student shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

E. The Student, as a licensed dental hygienist, shall be instructed that they are required to purchase and maintain a policy of professional liability insurance with a single limit of no less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate. Student shall provide the Field Site with proof of coverage upon request.

V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program and to the extent that access to Student’s records are required by the Field Site in order to carry out the Field Experience Program.

B. HIPAA. The parties agree that:

(1) The Field Site is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulations and official guidance promulgated thereunder (collectively, "HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") (together referred to as the "HIPAA Privacy Regulations");

(2) to the extent that Student are participating in the Field Experience Program:

(a) Student shall be considered part of the Field Site’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Field Site;

(b) Student shall receive training by the Field Site on, and subject to compliance with, all of Field Site’s privacy policies adopted pursuant to the Regulations; and

(c) Student shall not disclose any Protected Health Information, as that term is defined by 45 CFR §164.105, to which a Student has access through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(3) University of Bridgeport will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(4) No services are being provided to the Field Site by University of Bridgeport pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

C. The Field Site and University of Bridgeport will promote a coordinated effort by evaluating the Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.
D. The Field Site and University of Bridgeport agree that their relationship created by this Agreement is that of independent contractors and that not term or condition of this Agreement shall, or shall be construed to, create an employment, joint venture, partnership or any relationship between Field Site and University of Bridgeport other than that of an independent contractor.

E. The Field Training Program is for the educational benefit of the student and is implemented in order to provide Student with practical hands on training in his or her field of study. Student shall not be an employee of Field Site and shall not displace any Field Site employee. Accordingly, Student shall not receive any benefits of employment, including without limitation, wages, salary, workers compensation coverage, or fringe benefits of any kind.

F. The Field Site and University of Bridgeport agree that Student will have access to their respective programs and facilities without regard for race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status.

G. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

H. This Agreement is nonexclusive. The Field Site and University of Bridgeport reserve the right to enter into similar agreements with other institutions.

I. Reserved.

J. Any notice required hereunder shall be in writing and sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid).

If to the Field Site: Maureen Hankin, RDH, MPH
Chairperson, Dental Hygiene Department
SUNY Broome Community College
P.O. Box 1017
Binghamton, NY 13902

If to the University: Marcia Lorentzen, RDH, EdD
Dean
Fones School of Dental Hygiene
University of Bridgeport
126 Park Avenue
Bridgeport, CT 06604

With a copy to: Carolyn Linsey
Office of General Counsel
Wahlstrom 8th floor
University of Bridgeport
126 Park Avenue
Bridgeport, CT 06604
K. Each party agrees to indemnify and hold harmless the other from all loss or liability resulting from the acts or omissions of the respective party and/or its employees arising out of the performance or the terms and conditions of this Agreement.

L. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. The parties agree to submit to the jurisdiction of the federal and state courts in the State of Connecticut for resolution of any disputes arising hereunder.

M. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof.

N. The Parties agree to electronically exchange the signed agreement, which shall have the same full force and effect as an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

SUNY Broome Community College
By: [Signature]
Printed Name: Francis L. Bchnitt
Title: Ex. V.P. & CAO
Date: 7-27-18

University of Bridgeport
By: [Signature]
Printed Name: Stephen Healey
Title: Provost
Date: 8/15/2018
EDUCATION AFFILIATION AGREEMENT
Between
SUNY BROOME COMMUNITY COLLEGE and
THE FONES SCHOOL OF DENTAL HYGIENE, UNIVERSITY OF BRIDGEPORT
For Internship Assignment at SUNY Broome Community College.

This AGREEMENT (the "Agreement") is made by and between the University of Bridgeport, Fones School of Dental Hygiene, located at 126 Park Avenue, Bridgeport, Connecticut, (hereinafter referred to as the "University") and SUNY Broome Community College (hereinafter referred to as the "Field Site"), located at P.O. Box 1017, Binghamton, NY 13902.

WHEREAS, the University desires to establish an internship experience as part of its education of students (whether one or more, hereinafter called the "Students") enrolled in its Bachelor of Science in Dental Hygiene program; and

WHEREAS, the Field Site, in the interest of furthering the educational objectives of the University, desires to serve as a site for the internship program;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the parties agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY:

It is agreed the University will:

1. Accept responsibility for the Student's academic preparation for this internship placement and to assign only those students who have satisfactorily completed the required course of study.

2. Request that each Student provide documentation of updated health and immunization status to minimize risk of infection to patients and dental personnel, in addition to other documents as required by the Field Site. Such documentation will be delivered directly by the Student to the Field Site prior to internship commencing.

3. Educate Student regarding his/her role at Field Site and of the general expectations that will be placed upon him/her. Expectations are as follows:

   (a) To carry out daily assignments.
   (b) To complete the assigned tasks, including after-hours responsibilities.
   (c) To report on time each day of the scheduled assignment.
   (d) To observe and follow all policies and regulations of Field Site and its affiliates.

4. Designate an education coordinator to work in conjunction with the supervisor designated by Field Site in the preparation prior to sending Students to Field Site; e.g., determining the appropriate period of the internship assignment, and identifying the goals and objectives for the experience should be met through the planned internship.

5. Provide to Field Site at least six weeks' notice in the event cancellation of internship assignment is necessary.
6. Affirm and warrant upon request that it does not discriminate against any person or group of persons in any manner prohibited by the laws of the United States or of the State of Connecticut.

7. Upon request, provide an up-to-date written description of the curriculum and syllabus governing the internship assignment, in collaboration with input from Field Site.

8. Request and maintain documentation that participating Student maintain in good standing all licenses, certifications, permits and other approvals necessary to perform the obligations under this Agreement.

9. If appropriate and necessary, remove a Student from the Field Site at the Field Site's request, or if the University determines the Student is unsuitable to continue in the internship assignment.

10. Maintain for its student a policy of professional and general liability insurance, with a single limit of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate throughout his/her participation in the internship assignment. The University will provide Field Site upon request a certificate of insurance confirming the foregoing professional and general liability coverage prior to participation in the internship assignment and shall promptly notify the Field Site of any and all changes in insurance coverage.

RESPONSIBILITIES OF FIELD SITE:

It is agreed Field Site will:

1. Provide for the Students, insofar as possible, selected internship experiences designed to focus on and correlate with the theory and concepts acquired in their academic education in accordance with the terms of this Agreement. Field Site retains at all times the authority and responsibility for the delivery of patient care.

2. Provide the Student with necessary orientation, administrative guidelines, procedures, and other information deemed appropriate to the conduct of the internship assignment.

3. Maintain administrative and professional supervision/responsibility of Students insofar as their presence affects the operation of Field Site and/or the direct or indirect care of patients.

4. Communicate with the University when and if the Student is not meeting the expectations of the internship assignment.

5. Plan and implement internship assignments, as required by and in consultation with representatives of the University, and evaluate the performance of the Student in accordance with the criteria established by University, and in consultation with Faculty.

6. Provide to the University at least six weeks written notice prior to the internship assignment if cancellation is necessary.

7. Designate a Field Education Coordinator (the "Field Education Coordinator") who will act as a liaison with the University’s education coordinator to prepare in advance of placing Students at the Field Site; e.g., determining the appropriate period of the internship assignment, and striving to meet the goals and objectives for the experience.
8. Promptly notify University if a Student’s performance is not meeting expectations or if there are any other problems.

9. Affirm and warrant upon request that it does not discriminate against any person or group of persons in any manner prohibited by the laws of the United States or of the State of Massachusetts.

10. The Field Site is self-insured. The Field Site will provide the University upon request a certificate of insurance confirming professional and general liability coverage prior to participation in the internship assignment and shall promptly notify the University of any and all changes in insurance coverage.

**ADDITIONAL TERMS OF THE AGREEMENT:**

1. **Term:** This Agreement shall be entered into on the first day of March, 2018 when executed by both parties for a period of two years and will be automatically renewed annually unless either party terminates in writing at least ninety (90) days in advance of the anniversary date of this Agreement.

2. **Termination:** If at any time either party wishes to terminate this Agreement without cause, a written notice must be submitted to the other party at least ninety (90) days prior to the date of the desired termination. Either party may terminate this Agreement at any time for cause by giving seven (7) days written notice to the party in breach of the Agreement. The Field Site may request in writing that a Student be immediately removed if it believes that that his or her participation under this Agreement may be putting the health and safety of Field Site's staff and participants at risk.

3. **Modification:** This Agreement may be revised or modified by written amendment signed by both parties.

4. **Confidentiality:** During and after the term of affiliation with Field Site, the University, including without limitation its Students and Faculty, will not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity, for any reason or purpose whatsoever, or use or cause to be used in any manner adverse to the interests of Field Site, any medical, financial, administrative or other confidential business or patient information, including both open and closed patient records, except as required by law and to the extent such information is patient-identifiable, University may only use or disclose such information to the extent Field Site is permitted to do so.

5. **Reasonable Accommodations:** In the event that a student meets the requirements applicable to students set forth in the “responsibilities of the University” section of this Agreement, but nevertheless requires reasonable accommodation, the Field Site will assist the University in providing such reasonable accommodation provided that (i) it does not interrupt Field Site operations, (ii) there is no safety threat to patients, staff and other students, (iii) the University assumes any and all special costs whatsoever associated with the accommodation, and (iv) the University provides and pays for any personnel who must accompany the student or provide transportation.

6. **Relationship of the Student to the Field Site:** The Students participating in the internship assignment at Field Site shall not be considered employees or agents of Field Site. The Students shall not be eligible for any employee benefits of Field Site. Notwithstanding the foregoing, the Internship Students, when engaged at the Field Site as part of this
internship experience, shall be considered members of the Field Site's workforce (as 45 CFR 160.103 defines a workforce) solely for the purpose of defining the Students' role in relation to using and disclosing the Field Site's protected health information in compliance with HIPAA.

7. Compliance with Law: Both parties shall perform their obligations under this Agreement in accordance with all applicable state, federal, and local laws, regulations, and ordinances, including the Family Educational Right to Privacy Act ("FERPA").

To the extent that the Field Site obtains or creates educational records of the Students, the Field Site shall comply with FERPA in handling such records.

The University shall direct Students to comply with the policies and procedures of the Field Site, including HIPAA. The Field Site shall retain sole responsibility for HIPAA training, compliance, and supervision, insofar as Students' direct and indirect care implicates administrative and professional HIPAA requirements.

8. Non-Assignment: This Agreement may not be assigned without the prior written consent of both parties.

9. Governing Law: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Connecticut and any applicable Federal laws.

10. Notice: Notices given under this Agreement must be in writing and hand-delivered, sent by U.S. mail or overnight courier service to the following address:

   If to the Field Site: Maureen Hankin, RDH, MPH
   Director, Dental Hygiene Department
   SUNY Broome Community College
   P.O. Box 1017
   Binghamton, NY 13902

   If to University: Marcia Lorentzen, RDH, MSEd, EdD
   Dean, Fones School of Dental Hygiene
   University of Bridgeport
   60 Lafayette Street
   Bridgeport, CT 06604

11. No Waiver: The waiver or breach of this Agreement shall not be considered a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.

12. Indemnification for Negligent or Wrongful Acts or Omissions

Each party shall be responsible for its own acts and omissions and the acts and omissions of its employees, agents, officers, directors, and affiliates. A party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, agents or affiliates to perform any of their obligations under this Agreement.

13. Severability: If any term of this Agreement is found to unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.
14. **Entire Agreement**: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

**SUNY Broome Community College**

By: [Signature]

Printed Name: Francis Battisti, Ph.d

Title: EVP/CAO

Date _______________________

**University of Bridgeport**

By: [Signature]

Printed Name: Dr. Stephen Healey

Title: Provost

Date 8/15/18

Approved as to form

By: [Signature]

BROOME COUNTY
ATTORNEY'S OFFICE