

FIELD EXPERIENCE AGREEMENT
Between
GRAND CANYON UNIVERSITY
and
COCHISE COUNTY
For
EDUCATIONAL/FIELD EXPERIENCE PROGRAM

THIS AFFILIATION AGREEMENT ("AGREEMENT") is entered into by and between COLLEGE OF NURSING AND HEALTH CARE PROFESSIONS at GRAND CANYON EDUCATION INC. d/b/a/GRAND CANYON UNIVERSITY, with its principal place of business located at 3300 West Camelback Road Phoenix, AZ 85017 (hereinafter referred to as "COLLEGE") and Cochise County, a political subdivision of the State of Arizona, (hereinafter referred to as "COUNTY"), with its principal place of business located at 1415 Melody Lane, Bldg. G, Bisbee, AZ 85603. This agreement shall replace or supersede all other agreements between the parties.

WHEREAS, COUNTY wishes to share its facilities within the Department of Health and Social Services, with the COLLEGE in the preparation of students by making its resources available to the faculty from the COLLEGE for the instruction of students.

WHEREAS, the COLLEGE and COUNTY share the common objective of: (1) developing and maintaining high quality services through which progressive learning experiences can be provided, and (2) increasing interaction between the academic faculty and field site staff for the best utilization of available teaching facilities and expertise.

NOW, THEREFORE, for and in consideration of the foregoing objectives and in further consideration of the covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

SECTION 1

RESPONSIBILITIES OF THE COLLEGE

1. 1 Administrative Personnel and Faculty. The COLLEGE, without cost to COUNTY, shall provide an administrative framework and a teaching faculty for the COLLEGE, adequate in number, qualifications and competence to develop and carry forward its courses. The COLLEGE shall be responsible for planning and implementing the field experience by the selection, supervision, counseling and evaluation of the students. All students will have general, instructional supervision by COLLEGE faculty. Students from the COLLEGE will participate in the field experience program at COUNTY sites with the supervision of COLLEGE preceptors.

1.2 Standards of Education. The COLLEGE shall retain ultimate responsibility for the education program and maintenance of the standards of instruction. The program and standards provided will be of a form and type sufficient to meet the requirements for university credits and accreditation, as well as the requirements for the applicable State Board of Nursing and regulatory bodies. The COLLEGE shall be responsible for notifying COUNTY of any loss or reduction of accreditation, licensing and credentials of the COLLEGE, its personnel and/or students.

1.3 Goals for Students. The objectives for student field experience will be submitted to COUNTY, prior to the actual field experience upon request of COUNTY.

1.4 Variance (Incident) Reports. Student errors must be documented, utilizing the Variance or Incident Report form used by the facility, and processed according to COUNTY'S policy/procedure.

1.5 Responsibility and Provision for Students. Subject to COUNTY'S overall supervisory responsibility for client services, the tuition, welfare, control, discipline and activities of all students shall be the responsibility of the COLLEGE and it will make uniform and adequate provisions therefore in accordance with COLLEGE policies. The COLLEGE agrees that students and faculty are not employees of COUNTY for any purpose including workers' compensation or any other benefits.

1.6 Non-Liability of COUNTY. The COLLEGE will assume and maintain supervision of overall administrative, teaching, and student personnel and none of such personnel shall be deemed to be the employees or agents of COUNTY. COUNTY shall not be liable for any COLLEGE salaries or compensation whatsoever, and no COLLEGE personnel shall have any right or claim to any benefit or privilege as an employee or agent of COUNTY. The COLLEGE will assume liability for the acts and omissions of all its administrative, faculty and student personnel and shall indemnify and hold harmless COUNTY, its appointed boards, officers, employees and agents from any and all liabilities, claims, demands, and/or suits of any kind resulting from such personnel's acts or omissions. In the event one or more of the students or COLLEGE faculty should, independent of this Agreement, be employed by COUNTY, this Article shall not apply during the hours in which each student or COLLEGE faculty is performing his/her employed services to COUNTY.

1.7 Insurance. The COLLEGE will provide to COUNTY certificates of coverage showing that the COLLEGE is maintaining in effect during the entire term of this Agreement, at its sole cost and expense, the following insurance types and amounts:

- (a) Commercial general liability insurance on a standard comprehensive occurrence form with a minimum combined single limit of not less than \$1 million.
- (b) Professional liability insurance (errors and omissions) on an occurrence or claims made basis with a limit of not less than \$2 million per occurrence or wrongful act and \$4 million yearly aggregate.

- (c) The COLLEGE shall provide notification to COUNTY prior to cancellation, termination, non-renewal, or material alteration of any policy.
- (d) Failure by the COLLEGE to maintain the required insurance during any period of this Agreement shall give COUNTY the right to terminate this Agreement and COUNTY shall be entitled to recover from the COLLEGE all damages caused by the failure to obtain and maintain insurance as required under this Agreement.

1.8 Health Insurance. The student is responsible for providing his or her own health insurance. In the event of an emergency, COUNTY will provide such emergency care as is provided its employees. The student will be responsible for any charge thus generated.

1.9 Health Requirements. COLLEGE faculty and students shall be required to comply with the health standards applicable to COUNTY employees. Upon request, COLLEGE shall require students, at their own expense, to provide health status reports including drug screening and criminal background status reports to the COUNTY prior to participation. In the event adverse information is obtained from any/or all of these reports, the student shall be disqualified from participation at the COUNTY.

1.10 Advise Students of these Obligations. The COLLEGE has the responsibility of advising the students of their obligations toward COUNTY, the COLLEGE, and all participants in the education process.

1.11 Performance Evaluation. The COLLEGE shall provide COUNTY with a performance evaluation tool to be completed for each student by COUNTY, as applicable.

1.12 Policies, Rules, and Regulations. COLLEGE shall instruct each student that he/she shall follow all administrative policies, standards and practices of COUNTY while participating in the field experience to the extent that COUNTY'S rules and regulations do not contradict COLLEGE'S rules and regulations.

1.13 Maintain Privacy of Participant Records. COLLEGE shall comply with the COUNTY'S applicable policy regarding the Health Insurance Portability and Accountability Act (HIPAA) and shall not disclose any records concerning a participant to any third party without the prior written consent of COUNTY.

1.14 INSPECTION AND AUDIT: COLLEGE agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of the Agreement. In addition, COLLEGE agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

1.15 PUBLIC RECORDS LAW: Notwithstanding any other provision of the Agreement, the parties understand that COUNTY is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. seq.

SECTION 2

RESPONSIBILITIES OF COUNTY

2.1 Maintenance of Participant Services. COUNTY understands and agrees that it is responsible for developing and maintaining services to all of its participants. COUNTY will provide an adequate, competent staff to be responsible for these services and that these will not be performed by the faculty and students of the COLLEGE.

2.2 Non-Liability of COLLEGE. COUNTY will assume and maintain complete control and supervision over all administrative and staff personnel and no such personnel shall ever be deemed to be the employees or agents of the COLLEGE. COUNTY shall assume and maintain responsibility for participant. No such personnel shall ever be deemed to be the employees or agents of the COLLEGE. The COLLEGE shall not be liable for any COUNTY salaries or compensation whatsoever and no such personnel shall have the right or claim to any benefit or privilege as an employee or agent of the COLLEGE. COUNTY will assume sole and complete liability for the acts and omissions of all of its personnel and shall indemnify and hold harmless the COLLEGE, its appointed boards, officers, employees, students, and agents from any and all liability, claims, fines, demands and/or suits of any kind arising from the acts or omissions of such personnel.

2.3 Standards of Participant Care. COUNTY shall have the right and duty to fix, and it may alter, standards of participant care for participants within COUNTY facilities and in this connection agrees to take into consideration requests and suggestions by COLLEGE having to do with sound teaching. COUNTY shall maintain sound teaching necessary to maintain the COLLEGE'S accreditation, including accreditation by the applicable State's Department of Health Services.

2.4 Designation of Participants and Field Experience Areas. COUNTY shall have the sole right to determine and designate, and from time to time change, those participants, participant groups, field experience areas and field experience activity which may be included in the field experience teaching of the COLLEGE, and the COLLEGE agrees that it will faithfully observe all such designations and all restrictions and limitations imposed by COUNTY. Selection of individual student assignments will be the mutual responsibility of faculty instructors and site supervisors or their designee.

2.5 Coordination of Field experience. COUNTY, without cost to the COLLEGE will provide a contact whose responsibility will be: (i) to coordinate the field experience of all participating programs of Nursing and Health Care Professions, (ii) make provisions for adequate orientation of the faculty and students of the COLLEGE of COUNTY'S philosophies, rules, regulations, policies, programs, facilities and proper channels or communication, (iii) make provision for adequate exchange of information between the COLLEGE faculty and COUNTY STAFF, (iv)

COUNTY shall participate in the evaluation of student performances at least once in each field experience if applicable, and (v) interpret change in COUNTY'S policies and programs.

2.6 Inspection for Accreditation. COUNTY shall, on reasonable request, permit the inspection of facilities, records, and other items pertaining to the field experience by the COLLEGE or its accrediting agencies.

2.7 Request for Withdrawal of Unsatisfactory Students. Upon mutual agreement, COUNTY reserves the right, upon consultation with the COLLEGE, to require the dismissal or removal from the field experience any student (i) whose personal characteristics prevent desirable relationships with COUNTY, (ii) whose health status is a detriment to the student's successful completion of the field experience or to the welfare of participants or (iii) whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.

2.8 Facilities Provided by COUNTY. Upon request of COLLEGE, COUNTY agrees to make available to the COLLEGE certain facilities of COUNTY for use by the COLLEGE faculty without charge. Such facilities to include conference room space, classrooms and dining facilities for COLLEGE faculty and students, and the use of COUNTY'S library(s) if available. The COLLEGE understands and agrees that the library student rules must be maintained, if applicable.

2.9 Access to COUNTY. The faculty and students shall have access to the designated participant care/service areas and services departments of COUNTY during periods of actual instruction and practice courses in the field experience areas. The COLLEGE faculty and students shall have access to the individual participant records of participants with whom they are working as required for instructional purposes.

2.10. Maintain Privacy of Student Records. COUNTY shall comply with the Family Education Rights and Privacy Act of 1974 and shall not disclose any records concerning a student or a student's participation in the field experience program to anyone other than the COLLEGE.

SECTION 3

RESPONSIBILITIES OF COLLEGE AND COUNTY

3.1 Independent Contractor. The parties hereto mutually agree that the relationship to exist between the COLLEGE and COUNTY is not a joint venture but is an independent contractor relationship and that neither shall be the agent of the other. The parties agree to promote a high quality of education and participant care and to seek to render the best service possible to the public. Shared performance between professional staff and student shall be encouraged as available during the experience in the field areas.

3.2 Liability. To the extent permitted by applicable law, each party does hereby covenant and agree to indemnify and hold harmless the other party, its appointed boards and commissions, officials, officers, employees, students, and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind and nature by reason of its acts or omissions occurring in the performance of this Agreement. Nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent, employee or servant of either party when such person, absent of this Agreement and the performance thereof, would not in law have had such status. Nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by the parties hereto.

3.3 Non-Discrimination. Both parties, in connection with any service or other activity under this Agreement agree not to unlawfully discriminate against any person on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliations or belief. The COLLEGE and COUNTY will comply with Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (ADA) of 1991, Title IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973, as well as all related state laws. The COLLEGE AND COUNTY will also comply with Executive Order 112-46, and will not discriminate against any person on the basis of race, color, sex, religion, national origin, age or handicap.

3.4 Good Faith - Attorneys' Fees and Costs. The parties desire that each raise only good faith disputes for arbitration and litigation. To discourage the bringing of such proceedings without a good faith reason, this provision is enacted. If either party fails to comply with any of the provisions of the Agreement and the other party takes action to enforce such provisions or to enforce any payment stipulated to in the Agreement the losing party will pay to the prevailing party reasonable costs and expenses, including attorneys' fees and the value of time lost by the prevailing party or any of its employees in preparation for or participating in any arbitration or litigation in connection therewith as determined by the court or arbitrator.

3.5 Applicable Law and Venue. The Agreement shall be subject to and governed by the laws of the State of Arizona. Jurisdiction and venue of any action against the COUNTY shall be in Cochise County, regardless of the fact that one or more of the parties now is or may become a resident of a different state.

SECTION FOUR

DURATION AND TERMINATION

4.1 Period of Agreement. This Agreement shall be effective when signed by all parties and shall remain in effect until either party terminates the agreement. Either party may terminate this Agreement within sixty (60) days written notice of original signature. In the event this Agreement is terminated, any student enrolled in any of the Programs at the time of termination will be permitted to continue his or her training and complete the Programs under the terms specified in this Agreement. This Agreement contains the entire understanding of the parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein.

4.2 CONFLICT OF INTEREST: This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511, which are incorporated herein.

Notice to the COLLEGE shall go to the following:

GRAND CANYON UNIVERSITY
3300 West Camelback Road
Phoenix, Arizona 85017
ATTN: CONHCP - OFE

Notice to the COUNTY shall go to the following:

Cochise Health and Social Services
1415 Melody Lane, Bldg. A
Bisbee, AZ 85603
ATTN: Mary Gomez

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to become effective on the date when executed by both parties.

COCHISE COUNTY

COLLEGE OF NURSING AND
HEALTH CARE PROFESSIONS
GRAND CANYON UNIVERSITY

By: _____
Title: CHAIRMAN OF THE BOARD
Date: _____

By: _____
Title: Dr. Melanie Logue, Dean CONHCP
Date: _____

ATTEST:

By: _____
Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

By: _____
Elda Orduño, Deputy County Attorney