

## COCHISE COUNTY COMMUNITY COLLEGE DISTRICT

### AGREEMENT FOR CLINICAL PRACTICUM AND/OR INTERNSHIP/EXTERNSHIP EDUCATIONAL EXPERIENCE

**THIS AGREEMENT** is entered into by and between the Governing Board of **Cochise County Community College District** located at 901 North Colombo Avenue, Sierra Vista, Arizona 85635, hereinafter referred to as the "COLLEGE," and **Cochise County Health & Social Services** located at **1415 Melody Lane Bldg. A, Bisbee, AZ. 85603**, hereinafter referred to as the "FACILITY," for the purpose of providing clinical practicum and/or internship/externship experience to college students. This agreement shall be effective the 1<sup>st</sup> of August 2023 through the 31<sup>st</sup> of July 2028 and will automatically renew in one-year increments until such time as either party terminates in accordance with section IV(H) below.

It is agreed by the aforesaid parties to be of mutual interest and advantage for selected students, hereinafter referred to as "STUDENTS," of the COLLEGE to be provided quality clinical practicum and/or internship/externship experiences at the FACILITY. A clinical practicum and/or internship/externship experience is defined as any assigned clinical, internship, externship, or educational experience that is part of a COLLEGE-prescribed curriculum in the areas specified in Appendix B. The College and the Facility have concluded that it would be in their best interest to enter into this agreement, and hereby acknowledge that the mutual benefits received in carrying out this agreement constitute good and valid consideration.

#### **I. MUTUAL RESPONSIBILITIES**

- A. COLLEGE and FACILITY shall each designate appropriate liaisons for implementation of this agreement and agree to notify the other within 14 days of any change in their designated liaison.
- B. The FACILITY agrees to accept STUDENTS selected by the COLLEGE for clinical practicum and/or internship/externship experiences. The nature and time frame of the experiences shall be individually arranged and approved by the liaisons for the FACILITY and the COLLEGE.
- C. The number of STUDENTS assigned to the FACILITY and the dates of rotation shall be mutually agreed upon and shall be subject to the availability of the FACILITY'S personnel for teaching and supervision.
- D. If this Agreement is for placement in a setting where "protected health information" as defined in 45 C.F.R. §160.103 is shared with students and the FACILITY is a Covered Entity for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), then STUDENTS shall function as part of the FACILITY'S "workforce" as defined in 45 C.F.R. §160.103 and shall be subject to the HIPAA policies and procedures of the FACILITY. FACILITY shall be responsible for providing assigned STUDENTS with appropriate training and supervision with regard to the FACILITY'S HIPAA policies and procedures. The COLLEGE shall be responsible for providing STUDENTS with general, introductory information regarding HIPAA prior to their assignment to the FACILITY.

- E. If this Agreement is for placement in a setting where "education records" as defined in 34 C.F.R. §99.3 are shared with STUDENTS and the FACILITY is an Educational Agency or Institution subject to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), then the FACILITY shall be responsible for providing assigned STUDENTS with appropriate training and supervision with regard to the FACILITY'S FERPA policies and procedures. The COLLEGE shall be responsible for providing STUDENTS with general, introductory information regarding FERPA prior to their assignment to the FACILITY.
- F. Except as set forth in paragraph D above, no provision of this Agreement shall be deemed to constitute COLLEGE, or any agent or employee of COLLEGE, as an agent or employee of FACILITY. Neither COLLEGE nor FACILITY personnel shall, by virtue of this Agreement, be entitled or eligible by reason of the contractual relationship hereby created to participate in any benefits or privileges given or extended by either party to its employees. The COLLEGE and FACILITY do not consider the STUDENT an employee of the FACILITY for liability or Workers' Compensation purposes, but a student in the clinical practicum and/or internship/externship education phase of the STUDENT'S professional development.
- G. COLLEGE and FACILITY agree to comply with all applicable Federal, State, and local laws, including those prohibiting discrimination. If the clinical practicum and/or internship/externship experience is to occur in a FACILITY located outside the state of Arizona, FACILITY is responsible for providing STUDENTS with information and/ or training on all applicable State laws.
- H. The policies, rules, and regulations of the FACILITY shall be applicable to the STUDENTS. FACILITY shall inform and/ or train STUDENTS regarding their policies, rules, and regulations at the initiation of the clinical practicum and/or internship/externship. COLLEGE shall inform its STUDENTS of their responsibility to comply with the law as well as the policies, rules, and regulations of FACILITY, including those regarding the confidentiality of protected health information or other confidential information as referenced in paragraph D.
- I. Neither the FACILITY nor COLLEGE shall use the name of the other party or its employees in any publicity or advertising material without prior written approval by a duly authorized representative of the other party.

## II. COLLEGE RESPONSIBILITIES

The COLLEGE shall:

- A. Give FACILITY at least thirty (30) days written notice of a STUDENT assignment unless this notice is specifically waived by the FACILITY by agreeing to this in less than 30 days.
- B. Reserve the right to revoke any assignment prior to the STUDENT'S entry into the clinical practicum and/or internship/externship program of the FACILITY.

- C. Contact or visit the FACILITY for the purpose of monitoring student progress and performance and facilitating information exchange between the COLLEGE, FACILITY, and STUDENTS.
- D. Reserve the right to withdraw any STUDENT from assigned clinical practicum and/or internship/externship rotation at the FACILITY when, in the COLLEGE'S judgment, the clinical practicum and/or internship/externship experiences do not meet the needs of the STUDENT or if the STUDENT'S performance does not meet the COLLEGE'S specifications. The COLLEGE will notify FACILITY in the event the student can no longer participate in the clinical practicum and/or internship/externship experience.
- E. Provide general liability protection and such additional forms of insurance as may be mutually agreed to by the COLLEGE and FACILITY in a written addendum to this Agreement, covering students acting within the specific authorization of the COLLEGE'S Governing Board and within the scope of the clinical practicum and/or internship/externship. Upon request by the FACILITY, the COLLEGE shall provide verification of liability coverage.
- F. Provide FACILITY with a statement of expectations and objectives of curricular and clinical education, upon request.
- G. Inform STUDENTS they *may* be subject to a background check prior to admittance into certain FACILITIES, and results of that background check could result in denial of admittance.
- H. Inform STUDENTS of their responsibilities under this Agreement as laid out in Appendix A.

### **III. FACILITY RESPONSIBILITIES**

The FACILITY shall:

- A. Provide clinical practicum and/or internship/externship experiences as stated in the objectives of the COLLEGE and FACILITY, and supervision appropriate to the academic competencies of the clinical practicum and/or internship/externship experiences.
- B. Provide appropriate orientation and information regarding the policies, rules and regulations of the FACILITY to incoming STUDENTS.
- C. Make available the physical facilities and other equipment necessary to support the clinical practicum and/or internship/externship experiences unless otherwise directed by the COLLEGE.
- D. For facilities with multiple sites, provide appropriate orientation material and information to aid STUDENTS and COLLEGE in selecting an appropriate site.
- E. Retain primary responsibility for its clients.
- F. Complete forms requested by the COLLEGE that pertain to STUDENT evaluation.

- G. IF background check is required prior to admittance into FACILITY, the FACILITY will obtain information needed to complete the background check, complete the background check, and provide a response to the COLLEGE in the form of a pass (admittance allowed) or fail (admittance not allowed) conclusion.
- H. FACILITY may be requested to provide information such as proof of insurance, licensure, accreditation, or other information.

- I. Inform the COLLEGE immediately of any improper or unsatisfactory STUDENT performance or behaviors. This would include behavior that is disruptive or detrimental to the FACILITY and/or violates the Code of Ethics of the discipline, or FACILITY regulations, policies, or procedures. If performance or behavior does not improve, FACILITY shall request that the COLLEGE immediately withdraw a STUDENT from assigned clinical practicum and/or internship/externship experience.
- J. Provide and/or facilitate reasonable and appropriate emergency medical care for STUDENT as such care may be required. STUDENT shall be responsible for any and all costs and expenses arising from and/or associated with said emergency medical care. STUDENT shall have the right to refuse emergency care.

#### IV. GENERAL PROVISIONS

- A. Any notice required or permitted hereunder shall be in writing and shall be deemed given if delivered in person or three days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

To FACILITY:

Name: Cochise County Health & Social Services

Phone: (520 ) 432-9400

Address: 1415 Melody Lane, Bld g A

City: Bisbee State: AZ. Zip: 85603

*ADDITIONAL SITES:*

Cochise County Health & Social Services- Sierra Vista Site

4115 E. Foothills Drive

Sierra Vista, AZ 85635

520-803-3900

Cochise County Health & Social Services- Willcox Site

450 S. Haskell Avenue

Willcox, AZ 85643

520-384-7100

Cochise County Health & Social Services- Douglas Site

1012 N. G Avenue Suite 101

Douglas, AZ 85607

520-805-5600

Cochise County Health & Social Services- Benson Site

126 W. 5<sup>th</sup> Street

Benson, AZ 85602

520-586-8200

Cochise County Detention Health Services

520-432-7586

203 North Judd Drive

Bisbee, AZ 85603

To COLLEGE:

Name: Cochise County Community College District/Health Sciences Department

Phone: (520) 515-0500

Address: 2600 E Wilcox Drive

City: Sierra Vista State: AZ Zip: 85635-2317

- B. All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection by COLLEGE or FACILITY or their agents after completion of this Agreement in accordance with Arizona Revised State Statutes §39-101 as described in "Records Retention and Disposition for Arizona Community Colleges and Districts" ([www.lib.az.us](http://www.lib.az.us))

- C. COLLEGE shall maintain adequate insurance to cover any liability arising from the acts and omissions of COLLEGE'S agents and employees arising out of the performance of this Agreement. COLLEGE shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of FACILITY'S employees or agents.
- D. FACILITY shall maintain adequate insurance to cover any liability arising from the acts and omissions of FACILITY'S employees or agents arising out of the performance of this Agreement. FACILITY shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of COLLEGE'S employees or agents.
- E. Neither party shall unlawfully discriminate against any employee, applicant, patient, or student based on race, color, creed, sex, religion, marital status, disability, veteran status, age, or national origin.
- F. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against all claims, losses, liability, costs, expenses (including reasonable attorney fees) (hereinafter referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/defective liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees or volunteers.
- G. Neither party shall assign, transfer, convey 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 corporation without the prior written consent of the other party. Any purported assignment or disposition of this Agreement without such consent shall be null and void.
- H. The parties agree that either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party, except that any STUDENT already assigned to and accepted by the FACILITY shall be allowed to complete any in-progress clinical practicum and/or internship/externship assignment at the FACILITY.
- I. The parties agree that this agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes §38-511.
- J. This Agreement with accompanying Appendix A and Appendix B constitutes the entire agreement between COLLEGE and FACILITY. Any changes or modifications shall be accomplished by amendment to this agreement executed by the duly authorized representatives of the parties.
- K. The parties agree that this Agreement shall be construed under the laws of the State of Arizona.

**IN WITNESS WHEREOF**, the parties have caused this Agreement for Clinical/Internship/Externship experiences to be executed as of the date first written above by their duly authorized representatives.

**Agency: Cochise County Health & Social Services**

**Cochise County Community College  
District**

Name (printed):

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Name:

Title:

Title:

Signature:

Signature:

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**APPENDIX A**  
**COCHISE COUNTY COMMUNITY COLLEGE DISTRICT**  
**STUDENT RESPONSIBILITY STATEMENT**

In order to meet the requirements of Section II. G. of the Agreement for Clinical Practicum and/or Internship/Externship experience, STUDENTS shall read the following and indicate their understanding by signing below. This Student Responsibility Statement is **in addition to the course syllabus**, and the student is responsible for being familiar with the content of both documents.

**In consideration of the opportunity to enter into a clinical education/internship/externship experience, I agree to:**

- A. Complete and be responsible for the cost of providing all health forms, documents and certificates requested by the FACILITY.
- B. Provide the COLLEGE and FACILITY with written confirmation of professional liability coverage for the term of the clinical/internship/externship assignment if required.
- C. At all times conduct myself, both at the FACILITY and outside normal business hours, in a personally and professionally ethical manner.
- D. Agree to comply with all applicable Federal, State, and local laws, including those prohibiting discrimination. Follow the policies, rules and regulations of FACILITY, including those regarding confidentiality of protected health information or other confidential information pertaining to client and patient records.
- E. Secure my own room and board during my clinical/ internship/externship assignment.
- F. Conform in my attire and appearance to the accepted standard of the COLLEGE and the FACILITY, and procure the appropriate and necessary attire required, if any, but not provided by the COLLEGE and the FACILITY.
- G. Procure the appropriate and necessary equipment required as identified by the COLLEGE, if any, but not provided by the COLLEGE and the FACILITY.
- H. Provide my own transportation to and from the FACILITY or to and from any related special assignment approved by the COLLEGE and the FACILITY. I will never transport clients.
- I. Conform to the work schedule of the FACILITY. Notify the FACILITY immediately if I must be absent due to illness. Make up time and work missed during unavoidable illnesses, in consultation with my academic coordinator and clinical or internship/externship instructor.
- J. Notify immediately the FACILITY and COLLEGE liaisons if I learn I am pregnant or have other health-related concerns before or during the clinical practicum and/or internship/externship assignment so that appropriate personal safety precautions can be implemented.

- K. Obtain prior written approval from COLLEGE and FACILITY before publishing or presenting any material relating to the clinical experience outside normal educational settings of the COLLEGE.
- L. Provide health insurance, if desired, because I understand that neither the facility nor college will provide me with health insurance. I understand that I am not an employee of the FACILITY or COLLEGE for Workers' Compensation Insurance purposes and that neither the FACILITY nor COLLEGE will provide such insurance during my involvement in the clinical practicum and/or internship/externship assignment.
- M. COLLEGE values inclusive learning environments and strives to make all aspects of the COLLEGE accessible to our students. If I have a disability and believe I need an accommodation to improve access to learning and campus services, I may begin the Welcome Process and review the Disability Student Guide at [www.cochise.edu/disabilit/](http://www.cochise.edu/disabilit/).

Student Name: \_\_\_\_\_  
(Please type or print)

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

Facility: \_\_\_\_\_ Duration: \_\_\_\_\_

Program: \_\_\_\_\_

## APPENDIX B

**Cochise County Community College District offers the following programs:**

X Program in: Medical Assistant

Program in: Nurse Assistant

X Program in: Nursing

Program in: Emergency Medical Technician

X Program in: Paramedicine

X Program in: Phlebotomy

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please check all the programs applicable to this agreement. (If none are checked then all apply.)