



LETTER OF AGREEMENT
EMT/Paramedic Preceptorship

This Letter of Agreement, EMT/Paramedic Preceptorship (“Agreement”) is made between the Maricopa County Community College District, a political subdivision of the State of Arizona (hereinafter “School”), and **CITY OF EL MIRAGE**, a municipal corporation, (hereinafter “Fire Department”) (individually a “Party” or collectively “Parties) for a supervised Emergency Medical Technician (“EMT”) and Paramedic Preceptorship (hereinafter “Preceptorship”).

RECITALS

- I. The Parties recognize the need for EMTs and paramedics in their respective jurisdictions.
- II. The Parties wish to cooperate in providing instruction for the education and training of students to enable them to pass the National Registry EMT (“NREMT”) certification exam and the National Registry Paramedic (“NRP”) certification exam.
- III. School has the ability and resources to provide the necessary classroom education for students to pass the NREMT and NRP certification exams.
- IV. Fire Department has the ability and resources to provide the field and vehicular experience necessary for students to pass the NREMT and NRP certification exams.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the Parties agree as follows:

- I. Term and Termination. This Agreement will become effective when all Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date stated under that Party’s signature) will be deemed the effective date of this Agreement (Effective Date). The term of this Agreement is one year. This Agreement shall be renewed automatically for succeeding terms of one year each, for no more than four successive one-year periods, unless at least thirty (30) days prior to the renewal date, either party gives the other party written intent of its notice not to continue this Agreement. In the event of termination of the Agreement during a student’s preceptor experience with Fire Department, Fire Department may, in its sole discretion, permit the student to complete the Preceptorship.
- II. School agrees:
 - A. To require students to complete all coursework and certifications required by the Arizona Department of Health Services’ Bureau of Emergency Medical Services for participation in the Preceptorship.
 - B. To conduct the School in conformity with all accreditation requirements and applicable state and federal laws and regulations.
 - C. To provide Fire Department in writing School’s objectives and skill requirements prior to students’ arrival at Fire Department.
 - D. To require students participating in the Preceptorship to follow all rules, policies and procedures, and direction from the Fire Department, including but not limited to those relating to dress and conduct, and to exercise the highest degree of care when using Fire Department supplies and equipment.
 - E. To notify and require students to work under the direction of an assigned Fire Department Paramedic Preceptor.
 - F. To notify all students participating in the Preceptorship in writing that Fire Department is a drug-free workplace, and that students are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of any controlled substance in the workplace. School shall further notify students that they are prohibited from the use of alcohol, drugs/controlled substances or any other intoxicating substance while on duty pursuant to the Preceptorship. School will provide Students with a copy of Fire Department’s Drug-Free Workplace policy and require students to sign an acknowledgement that they will comply with the policy and refrain from use or possession of alcohol, all drugs and controlled substances, and any other intoxicating substance during the Preceptorship and while on Fire Department property.

- G. To ensure that all students, prior to participation in the Preceptorship, have undergone a web-based background check, FBI/Department of Public Safety fingerprint background check, and a 10 Panel drug screen, in accordance with the Fire Department's background check and drug testing policies and procedures. Students who fail the background checks and/or drug screen will not be permitted to participate in the Preceptorship.
 - H. To maintain all records and reports on students' Preceptorship experiences.
 - I. To maintain Comprehensive Commercial General Liability insurance covering its employees, agents, students, and representatives in the amount of \$1 million per occurrence and \$3 million in the aggregate, and to provide Fire Department with a certificate of insurance evidencing such insurance and an endorsement naming the Fire Department, its officers, employees, agents, elected and appointed officials, and volunteers, as additional insured.
 - J. To maintain a separate professional liability policy covering its students in the amount of \$1 million per occurrence.
 - K. To indemnify, hold harmless, and defend the Fire Department, its employees, officers, agents, elected officials, and volunteers from and against any and all fines, claims, demands, suits or actions of any kind or nature arising out of this Agreement; any acts or omissions of any student enrolled in the Preceptorship while performing under a Fire Department preceptor; any student's application to or termination from the Preceptorship; and from any acts or omissions performed under this Agreement by School's employees, agents, students, volunteers or representatives. MCCC'D's obligation to indemnify the Fire Department is not limited by the availability or applicability of any insurance coverage. This obligation shall survive termination of the Agreement.
 - L. To warrant that School complies with all applicable federal, state, and local laws and executive orders relating to employment and education including, but not limited to, the Family Educational Rights and Privacy Act. Specifically, School shall not discriminate against any person on the basis of race, color, religion, national origin, sex, age, disability or other protected status. School agrees to comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 USC § 12101 et seq.) and applicable rules in performing under this Agreement.
 - M. That Fire Department may, at its sole discretion: (i) refuse to permit any student from enrolling or participating in the Preceptorship for any reason not prohibited by law; (ii) remove any student from the Preceptorship at any time for unsafe practices, noncompliance with Fire Department rules, regulations, policies, procedures, or directives, any other reason detrimental to the Fire Department, Fire Department patients or the public, and any other reason not prohibited by law.
 - N. That Fire Department has sole discretion to determine the number of students to allow into the Preceptorship.
- III. Fire Department agrees:
- A. To provide vehicular and other field experiences to students on a first come-first serve basis. No more than one (1) students at a time from any school will be taken into the field or on a vehicle for training on any given day. All vehicular and field experiences are subject to availability of Fire Department crews.
 - B. To assign a Paramedic Preceptor to each student. The Paramedic Preceptor will direct and supervise the functions of each student and provide documentation of each student's performance and hours to School.
 - C. To permit students reasonable use of Fire Department facilities during scheduled Preceptorship hours.
 - D. To comply with the Family Educational Rights and Privacy Act ("FERPA"). Fire Department will only disclose personally identifiable information from students' education records in accordance with FERPA and will only use information from education records for the purposes for which disclosure was made. The Fire Department shall not disclose information from education records to any other party without first having received written consent of the student and having obtained assurances that the other party will fully comply with the provisions of FERPA and that no disclosure by such party shall be permitted.
 - E. To provide School and students with access to all Fire Department rules, regulations, policies and procedures.

- F. To be fully responsible for the care of patients and to maintain administrative and functional supervision of students insofar as their presence effects the operation of the facility and/or the direct and indirect care of patients.
- G. To indemnify and hold harmless School, its boards and commissions, officials, officers, employees, students, agents and subagents, from all fines, claims, demand, suits or actions of any kind or nature by reason of any intentional or grossly negligent acts or omissions of Fire Department in the performance of this Agreement. This obligation shall survive termination of the Agreement and is not limited by the availability or application of any insurance coverage.

IV. Mutual Agreements.

- A. The Parties agree that nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent, employee or servant of the other party when such person would not otherwise have had such status.
- B. The Parties agree that this Agreement does not establish a joint venture by or between the Parties.
- C. That each Party shall be responsible for its own costs and expenses pertaining to the conduct of the Preceptorship.
- D. That students participating in the Preceptorship are not agents or employees of the Fire Department and that student activities are not employment related and therefore are not covered under the Fire Department workers' compensation program. Students will be acting as volunteers, and are not guaranteed or entitled to employment with the Fire Department.
- E. That students participating in the Preceptorship are not agents or employees of the Fire Department and, as such, shall not be entitled to any salary, emoluments or benefits received by Fire Department employees/agents. Students shall not be entitled to participate in Fire Department retirements, deferred compensation, credit unit Preceptorships, or other such benefits Preceptorships available to employees/agents of the Fire Department.
- F. That School and students may receive or acquire through participation in the Preceptorship protected health information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA). School agrees that all PHI acquired as a result of student's participation in the Preceptorship is confidential and that both School and students are prohibited from disclosing that information to any person or persons not involved in the care and treatment of the patients, in the instruction of students, or in the performance of administrative responsibilities at Fire Department. School shall protect the confidentiality of PHI as required by law at all times both during and after students' participation in the Preceptorship. Upon termination of this Agreement, School shall use its best efforts to return to Fire Department or to destroy all written and electronic PHI received or acquired from Fire Department, except as may be required to maintain a student's educational records. For example, such efforts may include destruction by shredding of students' essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI. This confidentiality requirement shall survive termination of the Agreement.
- G. All placements governed by this clinical placement/externship agreement are hereby identified as safety-sensitive positions where the health and safety of the populations served are at issue.
- H. Fire Department does not have jurisdiction to modify the clinical environment while a student is placed at a clinical site, and is not responsible for vetting or approving accommodations or adjustments that may be required by the Americans with Disabilities Act and/or Section 504 of the Rehabilitation Act.

Signature page follows.

MCCCD
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

INSTITUTION
CITY OF EL MIRAGE

Signature: *Rochelle Rivas*
Rochelle Rivas (Sep 20, 2022 08:47 PDT)

Signature: _____

Rochelle Rivas
District Director, Health Care Education

Crystal Dyches
City Manager

Date: Sep 20, 2022

Date: _____

Address: 10000 N. El Mirage Rd

El Mirage, AZ 85335

Email: _____