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## LETTER OF AGREEMENT

### *EMT/Paramedic Preceptorship*

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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, on behalf of its colleges and skill centers (hereinafter “School”), and **CITY OF EL MIRAGE**, (hereinafter “Agency”) (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 be eligible to register for the National Registry of Emergency Medical Technician’s Certification exam at the appropriate level (“Program”).
- III. School has the ability and resources to provide the necessary classroom education for students to be eligible to register for the National Registry of Emergency Medical Technician’s Certification exam at the appropriate level
- IV. Agency has the ability and resources to provide the field and vehicular experience necessary for students to be eligible to register for the National Registry of Emergency Medical Technician’s Certification exam at the appropriate level.

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, the precepting agency shall provide sufficient time for a student to complete the training.
- 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 classes in conformity with all accreditation requirements and applicable state and federal laws and regulations.
  - C. To provide Agency in writing School’s objectives and skill requirements prior to students’ arrival at Agency.
  - D. To require students participating in the Preceptorship to follow all rules, policies and procedures, and direction from the Agency, including but not limited to those relating to dress and conduct, and to exercise the highest degree of care when using Agency supplies and equipment.
  - E. To notify and require students to work under the direction of an assigned Agency Paramedic Preceptor.
  - F. Require that students have a current Level I Fingerprint Clearance Card issued by the Arizona Department of Public Safety as well as a comprehensive background check as a condition of admission to the Program, except for emergency medical technician students, who will be required to have a current Level I Fingerprint Clearance Care or comprehensive background check or both if mandated by the Agency.
  - G. Assure that each student in the Program shall meet the same physical examination and immunization requirements as those applied to Agency employees.
  - H. To maintain all records and reports on students’ Preceptorship experiences.
  - I. To maintain a separate professional liability policy covering its students in the amount of \$1 million per occurrence.

- J. To indemnify, hold harmless, and defend the Agency, 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 Agency 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 Agency is not limited by the availability or applicability of any insurance coverage. This obligation shall survive termination of the Agreement.
- K. 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.
- L. That Agency 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 Agency rules, regulations, policies, procedures, or directives, any other reason detrimental to the Agency, Agency patients or the public, and any other reason not prohibited by law.
- M. That Agency has sole discretion to determine the number of students to allow into the Preceptorship.

III. Agency agrees:

- A. To provide vehicular and other field experiences to students on a first come-first serve basis. All vehicular and field experiences are subject to availability of Agency crews. The preceptor shall meet the State of Arizona and relevant accrediting body standards for the position
- 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 Agency facilities during scheduled Preceptorship hours.
- D. To comply with the Family Educational Rights and Privacy Act ("FERPA"). Agency 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 Agency 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 Agency 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 Agency 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 Agency and that student activities are not employment related and therefore are not covered under the Agency workers' compensation program. Students will be acting as volunteers, and are not guaranteed or entitled to employment with the Agency.
- E. That Students participating in the Preceptorship are not agents or employees of the Agency and, as such, shall not be entitled to any salary, emoluments or benefits received by Agency employees/agents. Students shall not be

entitled to participate in Agency retirements, deferred compensation, credit unit Preceptorships, or other such benefits Preceptorships available to employees/agents of the Agency.

- 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 Agency. 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 Agency or to destroy all written and electronic PHI received or acquired from Agency, 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 agreement are hereby identified as safety-sensitive positions where the health and safety of the populations served are at issue.
- H. Agency does not have jurisdiction to modify the preceptorship environment while a student is placed at a preceptorship 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.
- I. If the Agency provides 350 or more preceptorship hours to students who are not its employees (“non-sponsored students”) over a 3.5-month period, then Agency employees who are students in the College’s paramedic program (“sponsored students”) will be eligible for an Educational Service Partnership (“ESP”) tuition rate. The number of sponsored students receiving the ESP tuition rate cannot exceed the number of non-sponsored students accepted for preceptorships by the Agency.

**MCCCD**

**AGENCY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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