



COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

**AGREEMENT FOR CLINICAL PRACTICUM AND/OR
EXTERNSHIP/ INTERNSHIP EDUCATION (“Agreement”)**

This Agreement is entered into by and between **Coconino County Community College District** (“College”) principally located in Flagstaff, AZ and **Flagstaff Fire Department** (“Facility”) principally located in **Flagstaff, Arizona**.

This Agreement shall be in effect for five (5) years unless a lesser time-period is stated herein. The effective date of this Agreement will be **August 15, 2023** and will end on **August 15, 2028**, and may be renewed, revised, or modified by a written addendum signed by both parties. The parties agree that either party may terminate this Agreement at any time upon thirty (30) days written notice, which may include electronic mail with delivery receipt, 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 externship/internship education at the Facility (if feasible), provided, however, the parties retain the right to dismiss or withdraw any student pursuant to Section II. E. or Section III. F.

The purpose of this Agreement is to establish a relationship between the College and the Facility, to allow students from the College to participate in a clinical practicum and/or externship/internship education approved by the College and conducted at the Facility’s site(s).

It is agreed by the parties to be of mutual interest and advantage for selected students of the College to be provided quality clinical practicum and/or externship/internship education experiences at the Facility.

I. MUTUAL RESPONSIBILITIES

- A. College and Facility shall each designate a Clinical Education Coordinator (“CEC”) to be the designated representative to the other party for implementation of this Agreement and agree to notify the other party within fourteen (14) days of any change in its designated representative.
- B. 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. The objectives, nature, and timeframe of the experiences shall be individually arranged and approved by the CECs for the Facility and the College.

- C. If Facility is a Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”) each as amended from time to time, then students shall function as part of the Facility’s “workforce” as defined in 45 CFR §160.103 and shall be subject to the HIPAA policies and procedures of the Facility. Facility shall be responsible for providing the assigned students with the appropriate training in its HIPAA policies and procedures. College shall ensure that the assigned students are familiar with HIPAA prior to the assignment to the Facility. College and Facility shall advise the students to protect the confidentiality of protected health information or other confidential information pertaining to all patient/client/customer information (including medical records, electronic data, radiology films, laboratory blocks, slides and billing information), and comply with all of Facility’s policies on the release of patient/client/customer information and all applicable federal and state laws and regulations protecting the confidentiality of patients’/clients’/customers’ records.
- D. Except as previously set forth, 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, by virtue of this Agreement, are 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 a student an employee of the Facility or College for workers’ compensation purposes, but solely as a student in the clinical practicum and/or externship/internship education phase of the student’s educational and professional development.
- E. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- F. The policies, rules, and regulations of the Facility shall be applicable to the students. Facility shall inform students of its policies, rules, and regulations at the initiation of the clinical practicum and/or externship/internship education. College shall inform its students of their responsibility to comply with the laws, as well as the policies, rules, and regulations of Facility.
- G. Neither the Facility nor the 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 notice of a student assignment unless this notice is specifically waived by the Facility by agreeing to this at less than thirty (30) days.
- B. Reserve the right to revoke any assignment prior to a student's entry into the clinical practicum and/or externship/internship education at the Facility.
- C. Forward to the Facility a summary of the student's training and experience which shall include but is not limited to information on the student's general education and academic standing.
- D. Contact or visit the Facility for the purpose of monitoring student progress and performance and facilitating information exchange between the College, Facility, and the student.
- E. Reserve the right to dismiss or withdraw any student from assigned clinical practicum and/or externship/internship education at the Facility when, in the College's CEC's judgment, the clinical practicum and/or externship/internship education no longer meets the needs of the student.
- F. Provide professional liability through the Arizona Department of Administration Risk Management Division to cover liabilities arising from the acts and omissions of the College's employees and students participating in this Agreement. If requested, upon full execution of this Agreement, a self-insurance letter or certificate of insurance will be furnished to the Facility indicating the effective coverage.
- G. Provide Facility with a statement of expectations and objectives of curricular and clinical education, upon request.
- H. Ensure that students review and understand their responsibilities under this Agreement as outlined in Appendix A.
- I. If requested by Facility prior to placement of any student, the College's CEC shall verify that the student has (i) successfully passed a criminal background check; and (ii) meet all immunization requirements of the Facility.

III. **FACILITY RESPONSIBILITIES**

The Facility shall:

- A. Provide clinical practicum and/or externship/internship education experiences as stated in the objectives of the College and Facility and provide supervision appropriate to the academic and clinical level of the assigned student.
- 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 externship/internship education.
- D. Retain primary responsibility for its patients/clients/customers.
- E. Complete forms requested by the College, such as but not limited to general information form or student evaluation report.
- F. Request the College to dismiss or withdraw a student from assigned clinical practicum and/or externship/internship education when the student's performance is unsatisfactory or the student's behavior is disruptive or detrimental to the Facility and/or violates the Code of Ethics of the discipline, or Facility regulations, policies or procedures.
- G. Provide and/or facilitate emergency care for students if needed, and the student intern shall be responsible for the cost of said emergency care.
- H. Acknowledge the risk of the spread of COVID-19 in the workplace and implement enhanced health and safety measures, in accordance with guidelines from the U.S. Centers for Disease Control and Prevention, and of other regulatory institutions, in response to the COVID-19 pandemic. The Facility shall ensure that such health and safety measures are afforded to, and provided for, all students assigned to the Facility.

IV. MISCELLANEOUS

- A. Any notice required or permitted hereunder shall be in writing and shall be deemed given if delivered in person, electronic mail with delivery receipt, or three (3) days after mailing, by United States registered or certified mail, postage prepaid, and addressed as follows:

To Facility:

Primary Affiliate Legal Name
Primary Affiliate Contact Name
Primary Affiliate Address
Primary Affiliate City, Primary Affiliate State Primary Affiliate Zip Code
Phone: Primary Affiliate Contact Phone
Email: Primary Affiliate Contact Email

To College: Coconino Community College

Paramedic Academy
2800 S. Lone Tree Rd.
Flagstaff, AZ, 86005
928-526-7673
ccc2EMS@coconino.edu

with a copy to:

Coconino Community College
Purchasing and Auxiliary Services
2800 S. Lone Tree Road
Flagstaff, AZ 86005
Phone: (928) 226-4283
Email: purchasing@coconino.edu

- B. All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by College, or the Auditor General of the State of Arizona, or their agents for five (5) years after the completion of this Agreement. Such records shall be provided at Coconino County Community College District, Flagstaff, Arizona, or such other location as designated by College, upon reasonable notice to Facility.
- C. To the extent required by Arizona Revised Statutes (“A.R.S.”) § 35-394, Facility certifies it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People’s Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People’s Republic of China. If Facility becomes aware during the term of the agreement that it is not in compliance with this written certification, it shall notify College within five (5) business days of becoming aware of the noncompliance.
- D. College is an Arizona public institution of higher education and is self-insured through the Arizona Department of Administration Risk Management Division pursuant to A.R.S. §41-621, *et seq.* and shall maintain adequate insurance to cover any liability arising from the acts and omissions of College’s agents, employees, and students, 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. 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 to cover liability arising from the acts and omissions of employees of College.
- E. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. §38-511. Facility certifies that no such conflict of interest currently exists and that there are no relevant facts or circumstances which could give rise to any actual or potential organizational or personal conflicts of interest.
- F. Pursuant to A.R.S. §12-1518, the parties acknowledge and agree that both parties may be required to make use of mandatory arbitration of any legal action

that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. §12-133.

- G. Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (“FERPA”). Facility will not require any College students or employees to waive any privacy rights (including FERPA or the European Union’s General Data Protection Regulation (“GDPR”)) as a condition for receipt of any educational services, and any attempt to do so will be void. Facility will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the student or as otherwise provided by law. If this Agreement requires or permits Facility to access or release any student records, then, for the purposes of this Agreement only, the College designates Facility as a “school official” for the College under FERPA, as that term is used in FERPA.
- H. Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to the student clinical practicum and/or externship/internship education contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that a party is otherwise associated with the other party without first obtaining express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without prior written authorization from the other party.
- I. The Facility acknowledges that College is a public entity subject to the provisions of the Arizona Public Record Laws A.R.S. §§ 39-121, *et seq.*
- J. If the College's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the College may provide written notice of this to the Facility and cancel this Agreement without further obligation of the College. Appropriation is a legislative act and is beyond the control of the College.
- K. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent (“force majeure event”), including but not limited to acts of God, war, civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, known or suspected threats of illness, epidemics, pandemics, or government regulation. This Agreement may be terminated without further obligation or penalty, including cancellation fees or liquidated damages, of either party upon written notice from the affected party to the other party of such force majeure event.

APPENDIX A

STUDENT RESPONSIBILITY STATEMENT

This acknowledgment is made by the student identified below to acknowledge certain duties and responsibilities with regard to participation in a clinical practicum and/or externship/internship education experience in the Arizona Board of Regents for and on behalf of Coconino County Community College District (“College”) program at the location where the clinical practicum and/or externship/internship education experience takes place (“Facility”).

DUTIES AND RESPONSIBILITIES OF STUDENT

1. The student will complete and be responsible for the cost of providing all health forms, health insurance, and certificates requested by the Facility.
2. The student will comply with all applicable policies, procedures, and rules of the Facility.
3. The student will participate in orientation, required mandatory education, and skill training as required by the Facility.
4. The student will demonstrate professional behavior appropriate to the environment, including adhering to Facility’s established dress code and maintaining high standards of patient/client/customer care at all times.
5. The student will follow the policies, rules, and regulations of Facility, including those regarding confidentiality of protected health information or other confidential information pertaining to patient/client/customer records.
6. The student’s conduct at all times, both at the Facility and outside normal business hours, will be in a personally and professionally ethical manner.
7. The student will make appropriate arrangements for transportation and housing, if necessary, and be responsible for all travel and living expenses incurred in relation to the clinical practicum and/or externship/internship education experience.
8. The student understands and agrees that participation will be as a student and shall not be considered an employee of Facility or College for any purpose and will receive no compensation or employee benefits.
9. The student agrees that College may share information received from the student's Criminal Background Check and Drug Testing with Facility, if applicable.
10. The student will conform to the work schedule of Facility and make up time and work missed during unavoidable illnesses, in consultation with Facility supervisor and student’s College placement coordinator, clinical education coordinator, or clinical instructor.
11. The student will obtain prior written approval from College and Facility before publishing or presenting any material relating to the clinical practicum and/or externship/internship education experience outside the normal educational settings of the College.
12. The student acknowledges the inherent risk of exposure to COVID-19 which exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By participating in the program, the student assumes all risks related to exposure to COVID-19.

I HAVE READ AND UNDERSTAND THIS ACKNOWLEDGMENT AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS:

Student Name: _____
(Please type or print)

Student Signature

Date