

**CLINICAL EXPERIENCE AGREEMENT
BETWEEN
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
AND**

This agreement (“Agreement”) is entered into by and between the Maricopa County Community College District (“MCCCD”), a political subdivision of the State of Arizona, on behalf of its Colleges and Skill Centers (“College”) and _____ (“Agency”).

BACKGROUND

- A. The parties to this Agreement wish to cooperate in providing coordinated clinical and instructional programs for the education and training of students of the College registered in its **various health-related programs** [Addendum A] (“Program”).
- B. College and Agency have the ability and resources to provide the necessary classroom education and clinical experience for students to receive their certification and/or degree in the Program.
- C. The parties agree that the sole purpose of this Agreement is to train students, and not to provide a service. The parties are not business associates under the Health Insurance Portability and Accountability Act.

AGREEMENT

The parties agree as follows:

1. Assignments; Confidentiality.

- 1.1. Students registered in the Program at the College shall be assigned for clinical experience in the appropriate department of the Agency. The number of students so assigned shall be mutually agreed to between the parties.
- 1.2. College and Students may receive or acquire from Agency protected health information (“PHI”) as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CRF Section 160 and 164 (collectively “HIPAA”). College agrees that all PHI acquired as a result of Student’s training at Agency is confidential and that both College 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. College shall protect the confidentiality of PHI as required by law at all times both during and after Students training at Agency. At the termination of the Agreement for any reason, College 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.

2. College Responsibilities. The College shall have the following major responsibilities:

- 2.1. Use proper administrative procedure in planning for observation and/or clinical experience.
- 2.2. Provide supervision, direction, and instruction required by the Program:
 - 2.2.1. Ensure that placement activities are appropriate to student learning objectives;
 - 2.2.2. Ensure that the student is progressing in accordance with expectations;
 - 2.2.3. Meet with the student on a regular basis and otherwise as needed;
 - 2.2.4. Review student progress and products associated with the placement;

that they shall not expire, be cancelled, suspended, voided or materially changed without the insurer endeavoring to provide 30 days written notice by certified mail to the other party. Each party's insurance must be primary, and any insurance or self-insurance maintained by either party shall not contribute to it. The following coverage is required:

- 6.1. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement;
- 6.2. **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by each party, or any person employed by each party, with a limit of not less than \$1,000,000 each claim; and
- 6.3. **Workers' Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

- 7. **Indemnification.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the indemnifying party, its agents, employees, or any tier of that party's subcontractors in the performance of this Agreement. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification.
- 8. **Notices.** All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:

For MCCCCD:
Margaret E. McConnell, Assistant General Counsel
Maricopa County Community College District
2411 West 14th Street, Tempe, AZ 85281-6942
Tel: 480-731-8888 Fax: 480-731-8890

For Agency:

Tel: _____ Fax: _____

- 9. **Non-Discrimination.** Both parties shall comply with all federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the basis of sex, race, disability, religion, national origin, or veteran's status.
- 10. **Independent Contractor.** College faculty, staff, and students are not officers, agents, or employees of the Agency.
- 11. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona.
- 12. **Integration.** This Agreement contains the entire understanding between the parties. All prior negotiations between the parties are merged into this Agreement, and there are no other understandings or agreements. This Agreement may not be modified except by written amendment signed by both parties.
- 13. **Conflict of Interest.** MCCCCD may terminate this Agreement for a conflict of interest as specified in Arizona Revised Statutes §38-511.

- 14. Authorized Signature.** Each party to this Agreement represents that the person signing this Agreement on its behalf is authorized by each respective party to do so.
- 15. Effective Date.** The effective date of this Agreement is the date on which the agreement was duly executed on signature by both parties, it will supersede any previous agreements between the parties for clinical experience. This Agreement may be terminated by either party with written notice to the other party at least ninety (90) days prior to the next succeeding semester or school term, and in the case of termination, the affiliation between the Agency and the College shall continue until all those students then participating in the Program at the Agency have completed the programmed clinical experience, except as provided in Paragraph 13 of this Agreement.

AGENCY:

By: _____
Its Authorized Agent

Date: _____

Name: _____

Title: _____

MCCCD:

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for its Colleges and Skill Centers

By: _____
Margaret E. McConnell
Assistant General Counsel

Date: _____

**ADDENDUM A
CLINICAL EXPERIENCE AGREEMENT**

**Health programs currently offered by the
Maricopa County Community College District include but are not limited to:**

Biomedical Technology	Nuclear Medicine
Central Service	Nursing
Clinical Medical Assisting	Nursing Assisting
Dental Assisting or Dental Hygiene	Nurse Refresher
Dental Office Management	Paramedic
Diagnostic Imaging	Patient Care Technician
Dietetic Technology	Pharmacy Technician
EEG and EKG	Phlebotomy
Emergency Medical Technology or EMT	Physical Therapy Assisting
Gerontology	Physician Based Medical Coding
Health Information Technology	Practical Nursing
Health Services Management	Radiography
Health Unit Coordinating	Radiation Therapy
Histology Technician	Respiratory Care
Laboratory Assisting	Speech Language Pathology Assistant
Medical Electronics Service Technology	Surgical Technician
Mortuary Science	Therapeutic Massage
Multi-skilled Health Practice	Ultrasound

Maricopa County Community College District *

Chandler Gilbert Community College
2626 East Pecos Road, Chandler, AZ 85225

Estrella Mountain Community College
3000 North Dysart Road, Avondale, AZ 85323

GateWay Community College
108 North 40th Street, Phoenix, AZ 85034

Glendale Community College
6000 West Olive Avenue, Glendale, AZ 85302

Mesa Community College
1833 West Southern Avenue, Mesa, AZ 85202

Paradise Valley Community College
18401 North 32nd Street, Phoenix, AZ 85032

Phoenix College
1202 West Thomas Road, Phoenix, AZ 85013

Rio Salado College
2323 West 14th Street, Tempe, AZ 85281

Scottsdale Community College
9000 East Chaparral Road, Scottsdale, AZ 85256

South Mountain Community College
7050 South 24th Street, Phoenix, AZ 85040

** Satellite Campuses and the Maricopa Skill Centers are not listed.*