

**VEHICULAR FIELD TRAINING AGREEMENT  
BETWEEN  
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT  
AND**

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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") [Addendum A] and \_\_\_\_\_ ("Agency").

**BACKGROUND**

- A. The Parties wish to cooperate in providing instruction for the education and training of students to become certified emergency medical technicians/paramedics by the Arizona Department of Health Services ("ADHS").
- B. College has the ability and resources to provide the necessary classroom education and clinical experiences ("Program") for students to receive their emergency medical technician/paramedic certification.
- C. Agency has the ability and resources to provide the vehicular field experience ("Training") necessary for students to receive their emergency medical technician/paramedic certification required by ADHS.
- D. 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. **Medical Director.** College agrees to provide a qualified physician to serve as Medical Director for the Training. The Medical Director shall have complete medical control over the performance of this Agreement.
- 2. **Program Director.** College agrees to provide a Program Director who will be directly responsible for coordinating and scheduling all Training with the Agency.
- 3. **Instruction.** College agrees to provide all classroom instruction and clinical experience necessary for students to qualify for the Training. The educational experience provided by College shall be of such quality to satisfy professional standards of the Program.
- 4. **Supervision.** Students assigned to Training shall each be under the supervision of a preceptor who shall be provided by Agency and approved by College.
- 5. **Emergency Services.** While participating in Training, students shall be permitted to perform only those emergency medical services that comply with applicable ADHS rules relating to paramedical training.
- 6. **Agency Policies.** Students shall be required to comply with all applicable policies and regulations of the Agency while with Agency personnel.

7. **Removal.** The Agency shall have the right to remove any student from the Training program.
8. **Insurance.** Each party shall maintain during this Agreement insurance policies for the coverages specified below issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. Before any Student is assigned to Agency, each party shall furnish the other with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement. Agency may provide by letter that it is self-insured for any of the types of policies required and the amount of the self insurance. Agency shall forward its certificate to the following address:

MCCCD Risk Manager  
2411 West 14<sup>th</sup> Street  
Tempe, AZ 85281  
480-731-8879 / 480-731-8890 (fax)

The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name the other party, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

*[Name of party], its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.*

If any insurance policies are written on a "claims made" basis, coverage shall extend for two years past completion of the last student assignment to the Agency and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without 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:

- 8.1. **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;
  - 8.2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to each party's owned, hired, and non-owned vehicles;
  - 8.3. **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
  - 8.4. **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.
9. **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 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.

- 10. **Cooperation.** Each party shall recognize and promote the accomplishment of the mutual objectives contained in this Agreement.
- 11. **Health Standards.** College shall insure that students meet minimum health and other standards established by applicable law.
- 12. **Bloodborne Pathogens.** College shall comply with Agency and Federal Occupational Safety and Health Administration (OSHA) Bloodborne Pathogen Regulations and shall educate students regarding the procedures used at College. In the event a student experiences an occupational exposure to a blood or other body fluids, College shall provide all evaluations and follow up. Agency shall provide College promptly with written information regarding the circumstances under which the exposure incident occurred.
- 13. **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: \_\_\_\_\_

- 14. **Non-Discrimination.** Both parties shall comply with all federal, state, and local laws, rules, regulations, and executive orders concerning non-discrimination in employment and services on the basis of sex, race, disability, religion, national origin, or veteran's status.
- 15. **Independent Contractor.** College faculty, staff, and students are not officers, agents, or employees of the Agency.
- 16. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona.
- 17. **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.
- 18. **Conflict of Interest.** MCCCCD may terminate this Agreement for a conflict of interest as specified in Arizona Revised Statutes §38-511.
- 19. **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.
- 20. **Effective Date.** The effective date of this Agreement is the date on which the agreement was duly executed. 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 Training at the Agency have completed the Training, except as provided in Paragraph 18 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: \_\_\_\_\_

SAMPLE

**ADDENDUM A  
VEHICULAR FIELD TRAINING AGREEMENT**

**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 85232

**GateWay Community College**  
108 North 40<sup>th</sup> 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 32<sup>nd</sup> Street, Phoenix, AZ 85032

**Phoenix College**  
1202 West Thomas Road, Phoenix, AZ 85013

**Rio Salado Community College**  
2323 West 14<sup>th</sup> Street, Tempe, AZ 85281

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

**South Mountain Community College**  
7050 South 24<sup>th</sup> Street, Phoenix, AZ 85040

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