

**MOHAVE COMMUNITY COLLEGE
AGREEMENT FOR CLINICAL PRACTICUM AND/OR
STUDENTS EDUCATIONAL EXPERIENCE**

THIS AGREEMENT is entered into by and between **Mohave Community College** located at 1971 Jagerson Ave, Kingman, AZ 86409, hereinafter referred to as the "COLLEGE", and **Lake Havasu City**, hereinafter referred to as the "FACILITY", located at **2330 McCulloch Blvd N, Lake Havasu City, AZ 86403**, for the purpose of providing clinical practicum / experience for college students. This Agreement shall be effective **3/24/2024** through (five-year agreement) **3/24/2029**.

It is agreed by the aforesaid parties to be of mutual interest and advantage for selected students, hereinafter referred to as "STUDENTS", of the COLLEGE to be provided quality clinical practicum educational STUDENT experiences at the FACILITY. A clinical practicum or educational experience is defined as any assigned clinical practicum STUDENT or educational experience that is part of a COLLEGE prescribed curriculum in the areas specified below (individual agreements will not be issued):

- **Paramedic / Emergency Medical Technician**

I. MUTUAL RESPONSIBILITIES

A. COLLEGE and FACILITY shall each designate appropriate liaisons for implementation of this Agreement and agree to notify the other within 14 days of any change in their designated liaison.

B. The FACILITY agrees to accept STUDENTS selected by the COLLEGE for clinical practicum or STUDENT experiences.

C. The FACILITY and COLLEGE will mutually determine the number of STUDENTS to allow into the clinical practicum or educational experience based on the number of available FACILITY preceptors.

D. If this Agreement is for placement in a setting where "protected health information" as defined in 45 C.F.R. §160.103 is shared with STUDENTS and the FACILITY is a Covered Entity for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), then STUDENTS shall function as part of the FACILITY'S "workforce" as defined in 45 C.F.R. §160.103 and shall be responsible for providing assigned STUDENTS with appropriate training and supervision with regard to the FACILITY'S HIPAA policies and procedures. The COLLEGE shall be responsible for providing STUDENTS with general, introductory information regarding HIPAA prior to their assignment to the FACILITY.

E. If this Agreement is for placement in a setting where "education records" as defined in 34 C.F.R. §99.3 are shared with STUDENTS and the FACILITY is an Educational Agency or Institution subject to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), then the FACILITY shall be responsible for providing assigned STUDENTS with appropriate supervision with regard to the FACILITY'S FERPA policies and procedures. The COLLEGE shall be responsible for providing STUDENTS with general, introductory information regarding FERPA prior to their assignment to the FACILITY.

F. Except as set forth in paragraph D above, 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 shall, by virtue of this Agreement, be 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 the STUDENT an employee of the FACILITY for liability or workers' compensation purposes, but, rather, a student in the clinical practicum and/or internship/externship education phase of the STUDENT'S professional development.

G. COLLEGE and FACILITY agree to comply with all applicable Federal, State, and local laws, including but not limited to, the following:

- (i). Drug Free Work Environment;
- (ii). Infection Control;
- (iii). Criminal Background Checks;
- (iv). Other standards of the Centers for Medicare and Medicaid Services ("CMS");
- (v). Other standards of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"); or Healthcare Facilities Accreditation Program (HFAP)
- (vi). The Occupational Safety and Health Act ("OSHA");
- (vii). Other regulatory, licensing, and accrediting organizations to which FACILITY is bound to abide or to which FACILITY deems, in its sole discretion, to subscribe.

If the clinical practicum or STUDENT educational experience is to occur in a FACILITY located outside the state of Arizona, FACILITY is responsible for providing STUDENTS with information and/or training on all applicable State laws.

H. The policies, rules, and regulations of the FACILITY shall be applicable to the STUDENT. FACILITY shall inform STUDENTS regarding their policies, rules, and regulations at the initiation of the clinical practicum or educational experience. COLLEGE shall inform its STUDENTS of their responsibility to comply with the law as well as the policies, rules, and

regulations of FACILITY, including those regarding the confidentiality of protected health information or other confidential information as referenced in paragraphs D and E.

I. Neither the FACILITY nor 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) calendar days written notice of a STUDENT assignment unless this notice is specifically waived by the FACILITY by agreeing to this in less than 30 days.

B. Reserve the right to revoke any assignment prior to the STUDENT'S entry into the clinical practicum /or STUDENT educational experience program of the FACILITY.

C. Contact or visit the FACILITY for the purpose of monitoring student progress and performance and facilitating information exchange between the COLLEGE, FACILITY, and STUDENTS.

D. Provide supervision for STUDENTS as required by the program-related appropriate licensing board and/or accrediting body.

E. Reserve the right to withdraw any STUDENT from assigned clinical practicum /or STUDENT educational experience rotation at the FACILITY when, in the COLLEGE'S judgment, the clinical practicum and/ STUDENT educational experiences do not meet the needs of the STUDENT or if the STUDENT'S performance does not meet the COLLEGE'S specifications. The COLLEGE will notify FACILITY in the event the STUDENT can no longer participate in the clinical practicum and/or experience.

F. Provide general liability protection in the amount of one (\$1,000,000) million per occurrence and three (\$3,000,000) million aggregate limit, covering STUDENTS acting within the specific authorization of the COLLEGE'S scope of the clinical practicum or educational experience. Upon request by the FACILITY, the COLLEGE shall provide verification of liability coverage.

G. Provide FACILITY with a statement of expectations and objectives of curricular and clinical education. .

H. Inform STUDENTS of their responsibilities under this Agreement as outlined in Appendix A.

III. FACILITY RESPONSIBILITIES

The FACILITY shall:

A. Provide clinical practicum or educational experiences as stated in the objectives of the COLLEGE and FACILITY, and supervision appropriate to the academic competencies of the clinical practicum or educational experiences.

B. Provide appropriately trained preceptors, based on the current training and qualifications of FACILITY staff, with qualifications mutually agreed upon by FACILITY and COLLEGE. The FACILITY retains the right to offer voluntary preceptor duties.

C. When the FACILITY assigns appropriate preceptors for the STUDENTS' clinical experiences the FACILITY agrees to assume legal and financial responsibility for the preceptors.

D. Provide appropriate orientation and information regarding the policies, rules and regulations of the FACILITY to incoming STUDENTS.

E. Make available the physical facilities and other equipment necessary to support the clinical practicum or educational experiences, during scheduled assignments. .

F. For facilities with multiple sites, provide appropriate orientation material and information to aid STUDENTS. The FACILITY reserves the right to assign the STUDENT to any site or change the site assignment.

G. The FACILITY may, in its sole discretion, terminate the training of any STUDENT at any time without cause.

H. . To assume complete responsibility for patient care and to supervise STUDENTS administratively and functionally insofar as their presence has an effect on the FACILITY'S operation and/or on the direct and indirect care of patients.

I. The FACILITY preceptors will complete forms requested by the COLLEGE that pertain to STUDENTS' performance evaluations.

J. FACILITY may be requested to provide information such as proof of insurance, licensure, accreditation or other information.

K. Inform the COLLEGE immediately of any improper or unsatisfactory STUDENT performance or behaviors. This includes behavior that is disruptive or detrimental to the FACILITY and/or violates the Code of Ethics of the discipline, or FACILITY regulations, policies or procedures. If performance or behavior does not improve, FACILITY shall request that the COLLEGE immediately withdraw a STUDENT from assigned clinical practicum and/or internship/externship experience.

L. Provide and/or facilitate reasonable and appropriate emergency medical care for STUDENT; STUDENT shall be responsible for any and all costs and expenses arising from and/or associated with said emergency medical care. STUDENT shall have the right to refuse emergency care.

M. Immediately inform the COLLEGE Title IX Coordinator of any reports of discrimination on the basis of sex, including sexual

harassment, stalking, intimate partner violence, or sexual violence if a COLLEGE STUDENT or COLLEGE employee are involved. (MCC Coordinator contact information: Danette Bristle, (928) 704-9480 or (928) 542-6920, dbristle@mohave.edu. For more information go to <https://www.mohave.edu/about/safety/>).

IV. GENERAL PROVISIONS

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

To FACILITY:

Name: Lake Havasu City
Contact: Jess Knudson, City Manager
Address: 2330 McCulloch Blvd N
City, State & Zip: Lake Havasu City, AZ 86403
Phone: (928) 855-1141
Email: KnudsonJ@lhcaz.gov

And:

Name: Lake Havasu City Fire Department
Contact: Peter Pilafas, Fire Chief
Address: 2330 McCulloch Blvd N
City, State & Zip: Lake Havasu City, AZ 86403
Phone: (928) 855-1141
Email: PilafasP@lhcaz.gov

To COLLEGE:

Mohave Community College
Contract Administration, Bldg. 102
1971 Jagerson Ave.
Kingman, AZ 86409

And:

Mohave Community College
Dr. June Weiss, Dean of Health Professions
1977 Acoma Blvd., West, Lake Havasu City, AZ 86403
Phone: 866-664-2832 | Email: jweiss@mohave.edu

And:

Mohave Community College, EMS Programs
Kristina Long, Director / Lauren Keller, Clinical Coordinator, EMS and Health Services
1971 Jagerson Ave., Kingman, AZ 86409
Phone: 928-757-0834 | Email: klong@mohave.edu / LKeller@mohave.edu

B. All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection by COLLEGE or FACILITY or their agents after completion of this Agreement, and shall be stored, maintained, and disposed of in accordance with Arizona law, including Arizona Revised Statutes § 39-101 and as described by the applicable retention schedule for Arizona Community Colleges and Districts, determined by the Director of the Arizona State Library Archives and Public Records (www.azlibrary.gov).

C. COLLEGE shall maintain adequate insurance to cover any liability arising from the acts and omissions of COLLEGE'S agents, students, and employees 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.

D. 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 COLLEGE'S employees or agents.

E. COLLEGE does not discriminate on the basis of sex, color, race, religious preference, age, disability, national origin, veteran status or any other legally protected class in any of its policies, practices, and procedures, and it is an equal opportunity employer. For more information, contact the Human Resources Office at (928) 757-0835; 1971 Jagerson Ave., Kingman, AZ 86409. Grievance procedures are available at the Mohave Community College libraries in Bullhead City, Colorado City, Kingman, and Lake Havasu City. The COLLEGE and FACILITY agree not to discriminate in the referral, selection and placement of students on the basis of race, color, national origin, sex, religion, age and disability (including AIDS and related conditions).

F. To the fullest extent allowed by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against all claims, losses, liability, costs, expenses (including reasonable attorney fees), hereinafter referred to as "Claims", arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/defective liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, students or volunteers.

G. Neither party shall assign, transfer, convey or otherwise dispose of this Agreement, or the right, title, or interest therein, or the power to execute such agreement to any other person, company or corporation without the prior written consent of the

other party. Any purported assignment or disposition of this Agreement without such consent shall be null and void.

H. This Agreement may be terminated by either party giving written notice to the other party at least sixty (60) calendar days prior to the commencement of the next succeeding semester or COLLEGE term. The affiliation between FACILITY and the COLLEGE shall continue until all those STUDENTS participating in the clinical education program established by this Agreement have completed their clinical experience. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release the COLLEGE or FACILITY from the obligation to indemnify FACILITY or COLLEGE as to any claim asserted against FACILITY or COLLEGE, so long as the event upon which the claim is based occurred prior to the effective date of such termination or completion.

I. The parties agree that this agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

J. It is expressly recognized by the parties that no employment, contractual or agency relationship exists between FACILITY and any STUDENTS participating in the training program established by this Agreement. Nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by the parties hereto. Services performed by STUDENTS pursuant to this Agreement will be within the established and written requirements of the certification being pursued and as required of every candidate for that certification.

K. This Agreement shall be governed by the Laws of the State of Arizona.

L. If any provision of this Agreement, or any applicable provisions thereof to any person, shall be found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, and the application thereof to other persons or circumstances, shall not be impaired, and shall be enforced to the fullest extent permitted by law.

M. This Agreement constitutes the entire agreement between COLLEGE and FACILITY. Any changes or modifications shall be accomplished by amendment to this Agreement executed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement for Clinical Practicum/ Educational Experiences to be executed as of the date first written above by their duly authorized representatives.

Facility:	Lake Havasu City	College:	Mohave Community College
Name:	Jess Knudson	Name:	Dr. June Weiss
Title:	City Manager	Title:	Dean of Health Professions
Signature:		Signature:	
Date:		Date:	

**MOHAVE COMMUNITY COLLEGE STUDENT
RESPONSIBILITY STATEMENT**

In order to meet the requirements of Section II G. of the Agreement for Clinical Practicum or educational experience, STUDENTS shall read the following and indicate their understanding by signing below. This Student Responsibility Statement is **in addition to the course syllabus**, and the student is responsible for being familiar with the content of both documents.

In consideration of the opportunity to enter into a clinical educational experience, I agree to:

- A. Complete and be responsible for the cost of providing all health forms, documents and certificates requested by the FACILITY.
- B. At all times conduct myself, both at the FACILITY and outside normal business hours, in a personally and professionally ethical manner.
- C. Agree to comply with all applicable Federal, State, and local laws, including those prohibiting discrimination, and to follow the policies, rules and regulations of FACILITY, including those regarding confidentiality of protected health information or other confidential information pertaining to client and patient records.
- D. Secure my own room and board during my clinical/educational experience assignment.
- E. Conform in my attire and appearance to the accepted standard of the COLLEGE and the FACILITY, and procure the appropriate and necessary attire required, if any, but not provided by the COLLEGE and the FACILITY.
- F. Procure the appropriate and necessary equipment required as identified by the COLLEGE, if any, but not provided by the COLLEGE and the FACILITY.
- G. Provide my own transportation to and from the FACILITY or to and from any related special assignment approved by the COLLEGE and the FACILITY. I will never transport clients.
- H. Conform to the work schedule of the FACILITY. Notify the FACILITY immediately if I must be absent due to illness. Make up time and work missed during unavoidable illnesses, in consultation with my academic coordinator and clinical or educational experience instructor.
- I. Notify immediately the FACILITY and COLLEGE liaisons if I learn I am pregnant or have other health-related concerns during the clinical practicum or educational experience assignment so that appropriate personal safety precautions can be implemented.
- J. Obtain prior approval from COLLEGE and FACILITY before publishing or presenting any material relating to the clinical experience outside normal educational settings of the COLLEGE.
- K. Provide health insurance, if desired, because I understand that neither the FACILITY nor COLLEGE will provide me with health insurance. I understand that I am not an employee of the FACILITY or COLLEGE for Workers' Compensation Insurance purposes and that neither the FACILITY nor COLLEGE will provide such insurance during my involvement in the clinical practicum or educational experience assignment.

Student Name (print):	Date:
Student Signature:	Duration:
Facility	Program: