



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

Contract # 4593

This Agreement is entered into by and between Arizona Board of Regents for and on behalf of Northern Arizona University, located in Flagstaff, Arizona ("University"), and SAN BENITO COUNTY HEALTH & HUMAN SERVICES AGENCY ("Facility") located in Hollister, CA.

This Agreement will be in effect for five (5) years, unless a lesser time-period is stated herein. The effective date of this Agreement will begin on 4/22/2019 and will end on 4/21/2024. This Agreement may be renewed, revised, or modified by a written addendum signed by both parties.

The purpose of this Agreement is to establish a relationship between the University and the Facility, to allow students from the University ("Students") to participate in a clinical practicum and/or externship/internship program approved by the University, and conducted at the Facility.

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

**I. MUTUAL RESPONSIBILITIES**

- A. University and Facility shall each designate a Clinical Education Coordinator ("CEC") to be the designated representative to each other for implementation of this Agreement and agree to notify the other within fourteen (14) days of any change in their 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 CEC for the Facility and the University.
- 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 their HIPAA policies and procedures. University shall ensure that the assigned Students are familiar with HIPAA prior to their assignment to the Facility. University and Facility shall advise the Students to protect the confidentiality of 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 University, or any agent or employee of University, as an agent or employee of Facility. Neither University 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 University and Facility do not consider a Student an employee of the Facility for liability or 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. University and Facility agree to comply with all applicable state and federal laws, rules, regulations, local laws, and executive orders governing equal employment opportunity, immigration, nondiscrimination, and affirmative action, including the Americans with Disabilities Act.
- F. The policies, rules, and regulations of the Facility shall be applicable to the Students. Facility shall inform Students of their policies, rules, and regulations at the initiation of the clinical practicum and/or externship/internship. University shall inform its Students of their responsibility to comply with the laws, as well as the policies, rules, and regulations of Facility, including those regarding the confidentiality of protected health information or other confidential information pertaining to patient/client/customer records.
- G. Neither the Facility nor the University 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. UNIVERSITY RESPONSIBILITIES**

The University 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 program at the Facility.
- C. Forward to the Facility a summary of the Student's training and experience which shall include at least 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 University, Facility, and the Student.
- E. Reserve the right to withdraw any Student from assigned clinical practicum and/or externship/internship rotation at the Facility when, in the University's CEC's judgment, the clinical practicum and/or externship/internship experiences no longer meet 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 University's employees and Students participating in this Agreement. If requested, a self-insurance letter will be furnished to the Facility indicating the effective coverage from the Arizona Department of Administration Risk Management Division.
- 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 University'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 experiences as stated in the objectives of the University 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 experiences.
- D. Retain primary responsibility for its patients/clients/customers.
- E. Complete forms requested by the University, such as but not limited to general information form or student evaluation report.
- F. Request the University to immediately withdraw a Student from assigned clinical practicum and/or externship/internship experience 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.

**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 days after mailing, by United States registered or certified mail, postage prepaid, and addressed as follows:

**To Facility:**

351 Tres Pinos Rd #A202  
Hollister  
CA,  
95023  
Phone: 831-637-5367  
Email: LMELLO@COSB.US

**To University:**

College of Health & Human Services  
Office of the Dean  
P.O. Box 15015  
Flagstaff, AZ 86011  
Phone: (928) 523-4331  
Email: CHHS@nau.edu

with a copy to:

Northern Arizona University  
Contracting, Purchasing and Risk Management  
PO Box 4124  
Flagstaff, AZ 86011  
Phone: (928) 523-4557  
Email: NAU-Contracts@nau.edu

- B. To the extent required by Arizona Revised Statutes ("A.R.S.") §35-214, Facility agrees to retain all records relating to this Agreement. Facility further agrees to make those records available at all reasonable times for inspection and audit by University or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. The records shall be provided at Northern Arizona University, Flagstaff, Arizona, or another location designated by University upon reasonable notice to the Facility.
- C. University 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 University's agents, employees, and Students, arising out of the performance of this Agreement. University 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 University.
- D. 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 assignment at the Facility (if feasible), provided, however, that Facility retains the right to require the immediate removal of any Student pursuant to Section III.F.
- E. University's participation in this Agreement is subject to A.R.S. §38-511 which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of University is, at any time while this Agreement, or any extension thereof, is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement. 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 they 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. University and Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act ("FERPA") ([20 U.S.C. § 1232g](#)). Facility agrees to comply with FERPA and to not 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.
- H. Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to the Student internship or placement program 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 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 its express written authorization.
- I. Any other provision of this Agreement to the contrary notwithstanding, the parties acknowledge that University is a public institution, and as such is subject to Arizona Public Record laws, Title 39, Chapter 1, Article 2 of the A.R.S. §§ 39-121 through 39-127, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law.
- J. If the University'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 University may provide written notice of this to the Facility and cancel this Agreement without further obligation of the University. Appropriation is a legislative act and is beyond the control of the University.
- K. Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Facility certifies that the Facility is not currently engaged in and agrees, for the duration of this Agreement, to not engage in a Boycott of Israel.

- The individual signing below on behalf of the Facility hereby represents and warrants being duly authorized to execute and deliver this Agreement on behalf of the Facility and that this Agreement is binding upon the Facility in accordance with its terms.

University: Arizona Board of Regents for and  
on behalf of Northern Arizona University

Lynda Ransdell, Dean

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Printed Name/Title

6-19-24

## 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 experience in the Arizona Board of Regents for and on behalf of Northern Arizona University ("University") program at the facility where the clinical 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 and certificates requested by the Facility.
2. The Student will comply with all applicable policies, procedures, and rules of Facility.
3. The Student will participate in orientation, required mandatory education, and skill training as required by Facility.
4. The Student will demonstrate professional behavior appropriate to the environment, including adhering to professional dress code, and maintaining high standards of patient care.
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 experience.
8. The Student understands and agrees that participation will be as a Student and shall not be considered an employee of Facility for any purpose and will receive no compensation or benefits as a Student.
9. The Student agrees that University 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 placement coordinator, clinical education coordinator, or clinical instructor.
11. The Student will obtain prior written approval from University and Facility before publishing or presenting any material relating to the clinical experience outside normal educational settings of the University.

**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