

CLINICAL EXPERIENCE AGREEMENT
(MORTUARY SCIENCE PROGRAM)
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 Mesa Community College (“College”) and _____ (“Mortuary”).

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 mortuary science program (“Program”).
- B. College and Mortuary have the ability and resources to provide the necessary classroom education and clinical experience for students 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.** Students registered in the Program at the College shall be assigned for clinical experience in the Mortuary. The number of students so assigned shall be mutually agreed to between the parties. The Arizona State Board of Funeral Directors and Embalmers shall be informed of all students and preceptors eligible to participate in the Program for that academic year.
- 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;
 - 2.2.5. Evaluate student progress;
 - 2.2.6. Debrief the site supervisor and others as appropriate.
 - 2.3. Adhere to the existing rules and regulations of the Mortuary.
 - 2.4. Contact the Mortuary at least two (2) days prior to arrival of students in order to properly plan for their experience.
- 3. **Mortuary Responsibilities.** The Mortuary will have the following major responsibilities:
 - 3.1. The Mortuary shall provide direct supervision for the students by an appropriately licensed embalmer who has been approved by the Program.

- 3.2. The Mortuary shall assure that, where applicable, families being served by the Mortuary have been notified about and have consented to student involvement in the preparation of remains of their family member.
 - 3.3. The Mortuary will provide training, as appropriate, relating to the various training phases under study by the students.
 - 3.4. The Mortuary will keep the College faculty informed of policy changes, which may affect faculty and students.
 - 3.5. The Mortuary must agree that it is operating under all federal, state, provincial / territorial, and local laws.
4. **Mutual Responsibilities.** The parties share the following mutual responsibilities:
- 4.1. The assigned personnel of the Mortuary and the faculty of the College will confer at such times as may be mutually agreed upon to evaluate the Program.
 - 4.2. The assigned personnel of the Mortuary and the faculty of the College assigned to the Program shall cooperate in providing a sound educational environment.
 - 4.3. In instances where there is no on-site faculty directly supervising the students, the Mortuary will be responsible for providing appropriate and adequate supervision of the activities of each student by qualified professionals mutually acceptable to the College and Mortuary. In those cases, College shall provide faculty who will be accessible to the Mortuary staff for immediate consultation or supervision.
5. **Discontinuance of Student Assignments.**
- 5.1. Either the College or Mortuary may, for cause and without prior notice, transfer or discontinue the assignment of any Student at Mortuary any time during the period of this Agreement.
 - 5.2. Mortuary may refuse access to its clinical areas to any Student who does not meet its employee standards for safety, health, or ethical behavior.
6. **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 Mortuary, each party shall furnish the other with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement. Mortuary may provide by letter that it is self-insured for any of the types of policies required and the amount of the self insurance. Mortuary shall forward its certificate to the following address:

MCCCD Risk Manager
2411 West 14th 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 Mortuary 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:

- 6.1. Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, 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 Mortuary:

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 Mortuary.
 - 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. 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 Mortuary and the College shall continue until all those students then participating in the Program at the Mortuary have completed the programmed clinical experience, except as provided in Paragraph 13 of this Agreement.

MORTUARY:

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: _____