

**JOINT APPOINTMENT 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 _____, a(n) _____ (“Hospital”).

BACKGROUND

- A. MCCCD educates and trains students in a wide variety of vocations in the allied health and nursing programs. It has agreements with a substantial number of health care facilities to offer those students clinical experiences as part of their educational degree or certificate program at MCCCD’s colleges.
- B. Hospital participates in MCCCD’s clinical program under a separate clinical services agreement that permits MCCCD students to obtain “hand’s on” experiences.
- C. The parties wish to cooperate to provide instructional services at the Hospital.

AGREEMENT

The parties agree as follows:

- 1. **Purpose.** The sole purpose of this Agreement is to permit qualified employees of Hospital to teach MCCCD-approved curriculum in a clinical setting to MCCCD students for college credit. MCCCD is not a business associate of Hospital under applicable federal law.
- 2. **Services.**
 - 2.1. Hospital will provide instructional services to MCCCD students in a variety of health care settings. The clinical instruction must meet MCCCD’s course competencies and MCCCD must evaluate and approve the syllabus for each clinical course before MCCCD’s course begins.
 - 2.2. Hospital employees or contractors providing the instruction to the students must meet MCCCD’s certification standards and competency requirements.
 - 2.3. Hospital employees or contractors providing the instruction must coordinate their instruction with the College faculty providing the clinical or classroom instruction on the same subject matter. Before a College assigns any students to Hospital for instruction under this Agreement, the College will identify a faculty liaison who will serve as a coordinator with the Hospital. The College will also provide Hospital’s instructors with orientation concerning the curriculum and any other matters relating to this Agreement and the College’s clinical programs.
 - 2.4. Hospital’s instruction must, at all times, meet all legal requirements and professional certification standards for clinical instruction. The College faculty liaison specified in Paragraph 2.3 shall be responsible for providing information to Hospital about those standards.
 - 2.5. Hospital instructors shall grade students according to standards of MCCCD and College. Hospital shall return to the appropriate college of MCCCD, within 10 days after completion of each course, the final grade sheets and the rosters of students:
 - 2.5.1. Whose attendance meets MCCCD’s requirements for summer, short term, open-entrance/open-exit, or full semester (16 weeks) courses, whichever is applicable;

2.5.2. Who did not withdraw or should have been withdrawn under MCCCCD's withdrawal policies; and

2.5.3. Who would not have been entitled to a refund under MCCCCD's refund policy.

2.6. MCCCCD shall re-evaluate Hospital instructional services on an on-going basis to assure that they each meet the criteria for receiving college credit. For purposes of accreditation, all curriculum, coursework and instruction is under the control of MCCCCD.

3. **Payment.** Unless Hospital determines that it will donate to MCCCCD the provision of instructional services, Hospital agrees to invoice MCCCCD at the end of each semester for instructional services. At the discretion of the College for which the Hospital is providing instruction, payment for instruction shall be at one of the following rates which are subject to change annually on July 1:

3.1. MCCCCD's load rate multiplied by the number of credit hours for each course taught, applicable to adjunct faculty; or

3.2. An hourly rate multiplied by the number of hours taught for each course.

The College will advise Hospital of the payment rate selected before instruction begins. The invoice shall identify the courses taught, the dates of the courses, the instructors teaching each course, and the amount owed based on the appropriate rate. Hospital shall send the invoice to the College faculty liaison. MCCCCD agrees to pay Hospital within 30 days of receipt of an invoice that is undisputed. Hospital may submit the invoice with a cover letter indicating that it wishes to donate the costs of providing services to MCCCCD. MCCCCD agrees to provide appropriate documentation confirming the donation within 30 days of receipt of the invoice and letter.

4. **Insurance.** Hospital shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in Arizona with a current A.M. Best rating of A:VIII or better. At the signing of this Agreement, Hospital shall furnish MCCCCD Risk Manager with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement at. Hospital may provide by letter that it is self-insured for any of the types of policies required and the amount of the self insurance. Hospital shall forward its certificate to the following address:

MCCCCD Risk Manager
2411 West 14th Street
Tempe, AZ 85281
Tel: 480-731-8879 / Fax: 480-731-8890

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

Maricopa County Community College District, 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 expiration of this Agreement 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 MCCCCD Risk Manager. The Hospital's insurance must be primary, and any insurance or self-insurance maintained by MCCCCD shall not contribute to it. The following coverage is required:

- 4.1. **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, including but not limited to, the liability assumed under the indemnification provisions of this Agreement;
- 4.2. **Professional Liability** insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Hospital, or any person employed by Hospital, with a limit of not less than \$1,000,000 each claim; and
- 4.3. **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.

- 5. **Indemnification.** To the fullest extent permitted by law, Hospital shall defend, indemnify, and hold harmless MCCCDC, 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 Hospital, its agents, employees, or any tier of its subcontractors in the performance of this Agreement. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph.
- 6. **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 MCCCDC:
 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: _____

- 7. **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.
- 8. **Independent Contractor.** The parties agree that nothing in this Agreement creates an employment relationship between them and that Hospital employees providing instructional services shall at all times remain employees of the Hospital.
- 9. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona.
- 10. **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.
- 11. **Conflict of Interest.** MCCCDC may terminate this Agreement for a conflict of interest as specified in Arizona Revised Statutes §38-511.

12. **Failure of Legislature to Appropriate.** If performance under this Agreement is dependent upon the appropriation of funds by MCCCCD's Governing Board and if the Governing Board fails to appropriate the necessary funds for such performance, then, by written notice to Hospital, MCCCCD may cancel this Agreement and have no further duty or obligation under this Agreement.

13. **Privacy.** Because Hospital is teaching college credit courses, the federal Family Educational Rights and Privacy Act of 1974 ("Act") applies and Hospital is required to comply with it concerning the students in the credit courses. Hospital shall not provide student roster lists, or any educational records such as grades and Social Security numbers, about those students to any person not expressly authorized by the student to receive such list. Hospital shall advise each instructor, before teaching any course covered by this Agreement, about the requirements of this Paragraph. Hospital shall limit access to student records to those employees who are responsible for carrying out the provisions of this Agreement, and they shall have access only to such records as are necessary to carry out the Agreement's terms. In the event of the misuse of these educational records by those employees, Hospital agrees to take appropriate action against those employees.

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 Hospital and the College shall continue until all courses in progress at Hospital on the date notice is given are complete.

HOSPITAL:

By: _____
 Its Authorized Agent

Date: _____

Name: _____

Title: _____

MCCCCD:
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
 for its Colleges and Skill Centers

By: _____
 Margaret E. McConnell
 Assistant General Counsel

Date: _____