

NORTHLAND PIONEER COLLEGE EDUCATIONAL PROGRAM AGREEMENT

Agreement made this day between Sierra Blanca Rehabilitation, LLC ("Agency") and Navajo County Community College District aka Northland Pioneer College ("NPC").

Recitals

NPC offers an educational program to its students and would like to obtain clinical education and experience for its students.

Agency is willing to participate in the clinical education of NPC's students.

NPC and Agency, in consideration of the mutual covenants made in this Agreement, agree as follows:

1. Standards of Education. NPC shall have sole responsibility for planning and determining the adequacy of the educational experience of its students in theoretical background, basic skill, professional ethics, attitude, and behavior, and shall refer to Agency only those students who have satisfactorily completed the prerequisite theoretical portion of the NPC curriculum and satisfied any other applicable NPC requirements.
2. Insurance. All students who are eligible to participate in the clinical work at Agency shall have professional malpractice insurance coverage in the amount of one million dollars per occurrence with an aggregate cap for all incidents involving students of three million dollars. NPC shall have the right to obtain such insurance on behalf of the students.
3. Immunization and Testing. NPC shall require that all of its students who are eligible to participate in clinical work at Agency meet any immunization requirements of Agency that are communicated to NPC at least seven days before the student must be immunized. To comply with Agency policy students will have proof of the following and any other immunization or testing required by Agency:
 - a. Hepatitis B series or written declination
 - b. Negative TB Skin test or chest x-ray
 - c. M.M.R.
 - d. Students may be randomly tested for drug/alcohol screening or "for cause" according to NPC or Agency policy while participating in a clinical experience at Agency.
4. Academic Coordinators. NPC shall designate faculty as "Academic Coordinators" to work with the Clinical Coordinator(s).
5. Student Conduct. NPC shall retain the right to terminate any and all NPC students from participation in the clinical program(s) at the Agency based on violation of the NPC student code of conduct, NPC rules or procedures, the program rules and procedures or for any other reason which endangers the health, welfare, or well being of any client, other student, faculty, or Agency staff. Agency understands and agrees that such termination will be pursuant to any applicable NPC policy, procedure, or rule and expressly agrees to cooperate in any procedure or process required by such rule or any state or federal law.
6. Orientation of Students. NPC shall orient students prior to commencement of their clinical experience on the following.
 - a. All information concerning Agency's clients is confidential and not to be released to any person without the prior written approval of the Clinical Coordinator.
 - b. Students are bound by any and all procedures, policies, and rules of the Agency. NPC shall not be responsible for communicating Agency's specific rules, procedures, or policies. Students are responsible for knowing the Agency rules, procedures, and policies. Students will also be bound by any applicable NPC rule, procedure or policy.

- c. Students are responsible for their own transportation to and from all clinical experiences.
 - d. Any student whose malpractice insurance coverage lapses or terminates, shall immediately lose eligibility to participate in the clinical work at Agency.
 - e. All students are strongly encouraged to obtain medical insurance coverage. Any student who requires emergency care due to an incident which occurs during clinical experiences at the Agency, shall be responsible for the usual and customary cost of such services personally unless such expenses are covered by workers compensation insurance.
 - f. OSHA Bloodborne Pathogen Regulations.
 - h. Students and faculty of NPC shall wear badges at all times while on the Agency campus identifying them as NPC students or faculty and also bearing their name. In addition, students and faculty shall communicate the fact that they are students or faculty of NPC when dealing with clients or clients' families on the Agency campus.
7. Orientation of Students. Agency agrees to orient students concerning Agency policies, rules, and procedures applicable to NPC students, including but not limited to any procedures regarding bloodborne pathogens. Agency further agrees to notify NPC of any changes in Agency policy, rules, or procedures that in any way relate to NPC students.
 8. Agency Clinical Coordinator. Agency shall appoint one of its employees as a "Agency Clinical Coordinator." The Agency's Clinical coordinator shall be the contact person for the Agency and shall coordinate with the Academic Coordinators.
 9. Agency Staff and Client Care. Agency shall provide adequate staff, properly licensed, to supervise the care of their clients.
 10. Separate Entities. Agency and NPC shall not be deemed to have undertaken a joint venture, nor shall either be considered the agent, employee, or partner of the other.
 11. Facility Use. Agency will make available for students experience the clinical means for providing client care, including but not limited to necessary expendable equipment and supplies. Agency will provide adequate space for classroom instruction and conferences. Agency will make available cafeteria, parking on the same basis as it does for employees and patrons.
 12. Evaluation of Students. Agency agrees that Agency Staff involved in the clinical work will assist in evaluating NPC students in cooperation with NPC faculty.
 13. Agency Rules. Agency shall have the right, pursuant to and in accordance with its own procedures, policies, rules, and regulations to terminate any NPC student's participation in the clinical program.
 14. Accreditation. Agency agrees to cooperate in any accreditation process. Cooperation includes providing information to any accrediting Agency and maintaining standards satisfying any accrediting Agency requirements.
 15. Subsequent Employment. Agency shall not be required to employ or give an appointment to any NPC student or faculty member. It is expressly understood that any and all NPC students and faculty members are not employees of Agency.
 16. Student Record. Agency understands and acknowledges that all student records are protected by the Federal Family Educational Rights and Privacy Act. Agency agrees to abide by the Act and not to release records of any student as defined by the Act without written permission of the student or other authorized person pursuant to the Act and the regulations promulgated under the Act.
 17. Agency Records. Agency agrees to make available to NPC faculty for inspection any records relating to NPC students.

18. Evaluation. Agency and NPC agree to jointly evaluate the progress of the work done under this Agreement annually.
19. Assignment. This Agreement and the rights and obligations under it may not be assigned by either party.
20. Non-discrimination. The parties agree to abide by all applicable anti-discrimination laws and regulations.
21. Term, Renewal, Termination. This Agreement shall commence on the 1 day of June, ~~2010-200~~ and shall continue in force until terminated by either party. The Agreement may be terminated with or without cause if a written notice to terminate is given as provided for in this agreement ninety (90) days in advance of the first day of the next regularly scheduled group clinical experience. This Agreement may be terminated on thirty (30) days written notice as provided for in this Agreement if either party materially breaches this Agreement.
22. Integration. This constitutes the entire Agreement between the parties. All other prior or contemporaneous written or oral agreements are superceded by this Agreement.
23. Modification. This Agreement may be modified only in a writing signed by both the parties.
24. Use of Name. The parties agree not to use the name, logo, or trademark of the other party without that party's express written consent.
25. Choice of Law. This Agreement shall be interpreted according to the laws of the State of Arizona. Any action brought under this Agreement shall be brought in the Arizona Superior court in and for the County of Navajo.
26. Notice. Any notice required under this Agreement shall be valid if sent U.S. postage prepaid first class mail to the applicable addresses below:

Notice to NPC:

Attn: Vice President of Learning
Northland Pioneer College
P.O. Box 610
Holbrook, AZ 86025

Notice to the Agency:

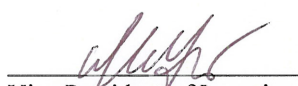
Attn: Rosemary Anderson / Harvey Pelovsky
Sierra Blanca Rehabilitation
3401 N. Lockwood Dr.
Lakeside, AZ 85929

27. Status of NPC Employees and Faculty. NPC shall be solely responsible for the acts, omissions, or other fault of its employees and faculty. The salary, benefits, employment taxes, working conditions and other incidents of the relationship with NPC shall be solely determined and the sole responsibility of NPC. NPC employees, students and faculty shall not be considered the employees of the Agency except as otherwise provided in this paragraph. NPC will assume and maintain supervisory control over its own employees and faculty except as faculty may be required to submit to supervision or control of Agency employees in connection with the provision of client care or Agency procedures. The parties agree that employees, students or faculty of NPC may be eligible for separate employment with the Agency, and when such employment occurs, the Agency will treat these persons as employees of the Agency and NPC shall have no responsibility for such Agency employees' acts or omissions. In those circumstances, the person shall either be in the Agency and working as an Agency employee (for which the Agency shall assume responsibility for the employee's acts or omissions), or the person will be in the Agency as an NPC employee or faculty member (for which NPC shall assume responsibility for the person's acts or omissions). No employee shall be in the Agency or providing care to clients in a dual role – the employee shall either be designated as an NPC employee or faculty member, or the

employee shall be designated as a Agency employee. Such designation shall occur by way of the individual's reasonable expectation of or in fact his or her compensation from the Agency for the services in question

28. Status of Agency Employees. Agency shall be solely responsible for the acts, omissions and other fault of its employees, independent contractors, and volunteers. The salary, benefits, employment taxes, working conditions and other incidents of the relationship with the Agency shall be solely determined by and the sole responsibility of the Agency. Agency employees, independent contractors, and volunteers shall not be considered the employees of NPC. The Agency assumes the ultimate responsibility for both the services rendered to the client, and supervision over its own employees, independent contractors, and volunteers. The Agency may hire NPC employees, students and faculty as employees at the Agency. In those circumstances, an employee shall either be in the Agency and working as a Agency employee (for which the Agency shall assume responsibility for the employee's acts or omissions), or the person will be in the Agency as an NPC employee or faculty member (for which NPC shall assume responsibility for the person's acts or omissions). No employee shall be in the Agency or providing care to clients in a dual role – the person shall either be designated as an NPC employee or faculty member, or the person shall be designated as a Agency employee. Such designation shall occur by way of the individual's reasonable expectation of, or in fact his or her, compensation from the Agency for the services in question.
29. Status of NPC Students. Students regularly approved and properly enrolled in a NPC program and approved by NPC faculty for clinical experience at the Agency shall be under the general supervision of the Agency and NPC faculty. NPC agrees that NPC shall be responsible for any error or omission of its faculty or employees in supervising Students. Agency and NPC do not, by this agreement, determine whether Students are or are not the servants of either NPC or Agency but agree to insure against vicarious liability for Student negligence through the Student or NPC's procurement of insurance in an amount not less than one million dollars per occurrence and three million dollars in the aggregate with both NPC and Agency named as insured under such policy. Agency agrees to include NPC Students participating in clinical experiences at Agency in its plan for compliance with HIPAA regulations set forth in 45 C.F.R. parts 160 and 164.
30. Indemnification. To the extent permitted by Arizona law, each party agrees to indemnify, the other party, its appointed boards and commissions, officials, officers, employees, and students, individually and collectively, from or for all fines, claims, demands, penalties, suits, damages, or actions of any kind or nature by reason of the indemnifying party, its appointed boards and commissions, officials, officers, employees, servants, volunteers or independent contractor's acts or omissions occurring in the performance of or related to this Agreement.
- Nothing in this Agreement shall be construed to result in any person being the officer, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have had such status. Nothing in this Agreement, however, shall be interpreted to extend to or impose any duties or obligations on either party for the intentional criminal conduct of any of its students, clients, employees, officers, or assigns. This indemnity provision shall survive termination of the Agreement.
31. Headings. The introductory headings to each paragraph are for convenience of the parties and shall not limit or control the meaning of any paragraph they introduce.
32. Authority. Each party warrants that the signatories below have authority to sign this agreement on behalf of their respective entities.

Northland Pioneer College

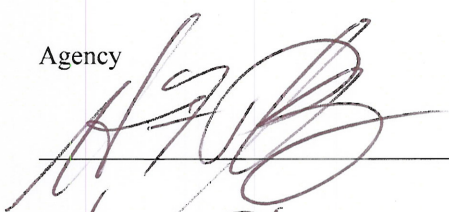

Vice President of Learning

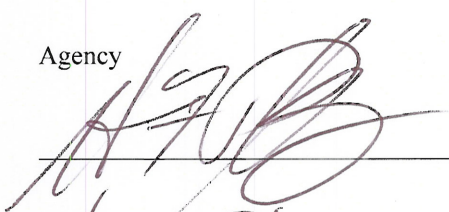

Date


Dean


Date

Agency


Harvey Pelovsky


3/15/10