



# Student Clinical Experience Agreement Veterinary Technology

This AGREEMENT ("AGREEMENT") is entered into this \_\_\_\_\_ (date)  
("Effective Date" as defined below in Section VI (a)) between

Sample Facility \_\_\_\_\_ ("VETERINARY CLINIC") located at \_\_\_\_\_  
1234 Old Country Road, Farmington, NM, 87401 \_\_\_\_\_  
(Full mailing address)

and San Juan COLLEGE ("COLLEGE"), located at 4601 College Blvd., Farmington, NM 87402.

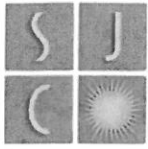
The VETERINARY CLINIC is committed to providing quality veterinary care and COLLEGE is committed to identifying qualified veterinary clinics to support its Veterinary Technology students and meet the clinical objectives as required for the Veterinary Technology program as outlined below:

- i. Maintain standards listed in the COLLEGE "Off Campus Clinical Instruction (OCCI) Site Application".
- ii. Develop appropriate clinical experiences based on American Veterinary Medical Association (AVMA) clinical skill requirements.
- iii. Provide students with a Course Task Checklist (CTC) in those classes where required.
- iv. Provide informal (verbal) methods to familiarize all students involved with a fast track clinical rotation orientation. The COLLEGE will provide all other program specific policies and procedures.

Both parties agree to maintain non-discriminatory policies and procedures with respect to race, color, creed, origin, sex, age, disability, marital status, sexual preference, and religion. Nothing set forth in this AGREEMENT shall alter the independent operations of the COLLEGE and the VETERINARY CLINIC. Therefore, based on adequate consideration, VETERINARY CLINIC and COLLEGE hereby agree as follows:

## **I. VETERINARY CLINIC RESPONSIBILITIES:**

- a. Provide high quality veterinary care and maintain all appropriate accreditation and licensure. (Foreign and overseas facilities may be required to provide evidence of this requirement on a case-by-case basis as requested by the COLLEGE.)
- b. Maintain the clinical requirements necessary for student instruction.
- c. Maintain responsibility, authority, and accountability for all veterinary care it provides.
- d. Make its facilities and equipment available for student learning instruction and experiences without charge and orient Veterinary Technology students on those facilities and equipment.
- e. Provide COLLEGE with a copy of its clinic policies and procedures on request and will orient Veterinary Technology students on those policies.
- f. Provide administrative and professional supervision of students using licensed and qualified professionals.



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- g. Identify and designate specific qualified clinical instructors/preceptors responsible for overseeing the clinical experience and communication with the COLLEGE.
- h. Advise the COLLEGE of any changes in personnel, operations or policies which may affect clinical experiences.
- i. The VETERINARY CLINIC acknowledges:
  - i. That if students are unpaid, they are not employees of the Clinic and cannot replace Clinic's staff.
  - ii. It will verify Veterinary Technology students meet applicable statutory, licensure, etc. requirements of the state where the Clinic operates.
  - iii. It will provide, at students' expense, emergency medical care for the Veterinary Technology student arising from the clinical experience. Neither the Veterinary Clinic nor COLLEGE are responsible for any injuries suffered by students during their clinical experiences. An EXCEPTION to this policy exists for unpaid students in Colorado facilities.
  - iv. As directed by COLLEGE, it will evaluate students.

## II. COLLEGE RESPONSIBILITIES:

- a. Adhere to the COLLEGE's student and faculty handbook policies.
- b. Promote compliance by Veterinary Technology students and COLLEGE Employees with the Veterinary Clinic's policies and procedures.
- c. Work with Clinic personnel to promote high quality veterinary care.
- d. Work with Veterinary Clinic to help plan, implement, supervise, and evaluate clinical experience
- e. Help orient the Veterinary Clinic on the COLLEGE's Veterinary Technology program requirement
- f. Ensure Veterinary Technology students meet required qualifications specific to the Veterinary Technology program.
- g. Keep copies of all records and reports related to the students' clinical experiences for the minimum time period required by the academic program(s) regulations, accreditation and policies. These records shall be sent to the Clinic only if requested and in conformity with The Family Educational Rights and Privacy Act (FERPA).
- h. Provide the Veterinary Clinic with a list of students, assignments, and related information each semester.

## III. REMOVAL OF STUDENTS

- a. The Veterinary Clinic retains the right to request removal of any student whose work or conduct has detrimental effects on the Veterinary Clinic or its operations and the Clinic shall notify COLLEGE of the specific reasons for the removal. If the removal is temporary, the Clinic shall set forth specific requirements which must be met before the student may return. COLLEGE agrees to remove any students whose academic performance is inadequate.



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## IV. INSURANCE, INDEMNIFICATION, AND LIABILITY

- a. The COLLEGE is an institution of the State of New Mexico and is covered for liability purposes through the New Mexico State Risk Management Division under and subject to the limitations of the New Mexico Tort Claims Act. THAT COVERAGE DOES NOT EXTEND TO THE VETERINARY CLINIC. If requested, the COLLEGE shall provide a Certificate of Insurance to the Clinic.
- b. Neither the COLLEGE nor the VETERINARY CLINIC shall indemnify each other for their own negligence and each party is responsible for defending and paying for claims or damages arising from personal injury or damage to persons or property resulting from the negligence of its employees or agents. Each party shall timely notify the other within five (5) days of any claims they receive relating to this student clinical program and the COLLEGE and Clinic agree to provide a reasonable opportunity to examine all books, records or documents insofar as it relates to such claims and to cooperate with each other in the defense of such claims.
- c. The Clinic shall:
  - i. Purchase and maintain appropriate and adequate professional liability, general liability, automobile and workers' compensation insurance as will protect it from claims arising from or in any way related to or as the result of the Veterinary Clinic's operations under this AGREEMENT.
  - ii. On request of the COLLEGE, the Clinic shall provide COLLEGE with certificates of insurance on forms acceptable to the COLLEGE. The Clinic agrees not to cancel or materially change those coverages unless it gives thirty (30) days prior written notice of such a change.
- d. For unpaid students working in COLORADO FACILITIES, Section 8-40-302 (7) (b) of the Colorado Revised Statutes requires that colleges and universities that place students in unpaid cooperative education or student internship programs insure the students for worker's compensation coverage.

Some Colorado Clinics provide that coverage, if the Clinic provides that coverage for Veterinary Technology students, please indicate below and provide insurance coverage information:

This Veterinary Clinic provides workers' compensation for students:                      Yes                      No

- e. Nothing in this AGREEMENT is intended to create an employee or agent relationship. Neither the Veterinary Clinic's nor the COLLEGE's employees can be considered to be employees of the other for any purpose whatsoever, including workers' compensation coverage. The Clinic is considered an independent entity at all times in the performance of this AGREEMENT.

## V. CONFIDENTIALITY

- a. The COLLEGE and the VETERINARY CLINIC, for themselves and their students, employees, or agents, agree to keep strictly confidential and hold in trust all confidential information they receive or generate under this Clinical Agreement, except for disclosures required by law or court order and will not disclose or reveal any confidential information to any third party without the express prior written consent of the other party to this Agreement.



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## VI. TERM AND TERMINATION

- a. This AGREEMENT becomes effective upon the final required signature and shall be effective for three (3) years.
- b. Either party may terminate this AGREEMENT by providing written notice of intent to terminate to the other party's designated contact at least ninety (90) days prior to the date of termination proposed in the notice. Such termination will not affect students assigned for the current academic term in which notice is given.
- c. If, for any cause, the VETERINARY CLINIC fails to fulfill its obligations in a timely and proper manner under this AGREEMENT, the COLLEGE may direct the Clinic, by written notice, to stop the clinical experiences or any portion until the problem has been corrected or eliminated. If the Clinic fails to timely correct the problem, the COLLEGE shall have the right to immediately terminate this AGREEMENT.
- d. This AGREEMENT sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements and understandings, oral or written. If any part of this AGREEMENT is held to be invalid or unenforceable for any reason, such invalidity will not affect the enforceability of any other part of this AGREEMENT.

## VII. MISCELLANEOUS

- a. With the exception of students who are already paid employees of the Clinic, the parties acknowledge that all unpaid students are not considered employees of the Clinic for any reason, including for workers' compensation, disability payments, and similar claims. Students are not entitled to any wages or monetary compensation from the FACILITY during the clinical experiences (with exception for workers' compensation for unpaid students placed in Colorado facilities).
- b. The parties agree that the laws of the State of New Mexico and the laws, rules, and regulations of the COLLEGE shall govern this AGREEMENT. In the event of litigation regarding this AGREEMENT, the parties agree that jurisdiction and venue shall lie in San Juan County, New Mexico. This AGREEMENT may only be amended by written instrument signed by both the COLLEGE's President or designee and the Clinic.
- c. The COLLEGE and VETERINARY CLINIC designate the contact person(s) listed below as their representative relating to this AGREEMENT and said representatives shall make themselves available to the other party as necessary relating to this AGREEMENT.
- d. The COLLEGE and the Clinic respectively, bind themselves, their partners, successors, assigns and legal representatives to the terms of this AGREEMENT. Neither the COLLEGE nor the Clinic shall assign, sublet or transfer any interest in this AGREEMENT without the written consent of the other.
- e. Neither party will use the other's name in any publicity or advertising material without prior written consent of the other.



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## VIII. NOTICES

- a. Any notice required to be given pursuant to the terms and provisions of this AGREEMENT will be in writing and sent by certified mail, return receipt requested, postage prepaid, as follows:

To FACILITY at:            Sample Facility  
                                 1234 Old Country Road  
                                 Farmington, NM 87401

Attn: Thomas S. Jones, DVM  
tsjones@gmail.com  
(505) 324-8888

To San Juan College at:    San Juan College  
                                 Dr. David Wright, Program Director  
                                 4601 College Blvd  
                                 Farmington, NM 87402

\_\_\_\_\_  
Thomas S. Jones, DVM  
Sample Facility

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Lewis  
Dean, School of Trades and Technology  
(Veterinary Technology)  
San Juan College

\_\_\_\_\_  
Date