

LIBERTY UNIVERSITY, INC.
PASTORAL COUNSELING PROGRAMS
AFFILIATION AGREEMENT (GRADUATE
PROGRAM – COUNSELING/SEMINARY)

THIS AGREEMENT ("Agreement") made this ____ day of _____, 20____
(the "Effective Date"), by and between LIBERTY UNIVERSITY, INC. ("Liberty") and

("Affiliate"), on behalf of itself and
its affiliates and subsidiaries, if any;

RECITALS:

WHEREAS, Liberty, as part of its formal, educational course of studies may require Pastoral Counseling/Occupational experiences of students, and desires to assign certain of its students to one or more of Affiliate's facilities to obtain such clinical/occupational experience; and

WHEREAS, Affiliate, in service to the community and to promote high standards of preparation and training for students, is willing to provide the necessary facilities for Pastoral Counseling/Occupational experiences;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.1 Definitions.

1.2 "Liaison" shall mean the individual appointed by or designated by Affiliate to administer the provisions of this Agreement.

1.3 "Pastoral Counseling/Occupational Experience" shall mean a structured learning experience at an Affiliate facility in which a Student provides care to clients/parishioner's under the guidance of a Supervisor and/or participates in observational and/or other educational activities appropriate to the Student's level of preparation.

1.4 "Director" shall mean Liberty's Director of the Program in which the Student is participating.

1.5 "Faculty Member" shall mean the member of Liberty's academic faculty who has direct oversight of the Student in the program and who has been assigned by Liberty to administer the provisions of this Agreement.

1.6 "Facility" shall mean any facility owned and/or operated by Affiliate,

including but not limited to hospitals, clinics, counseling centers, churches, para- church organization facilities, emergency care facilities, rehabilitation centers, group homes and long-term care facilities.

1.7 "Supervisor" shall mean an individual who has been approved by the Director or Faculty Member to facilitate Student learning and to provide guidance to Students at the Facility as part of the Pastoral Counseling/Occupational Experience.

1.8 "Program" shall individually and collectively mean the program(s) in which Student(s) is/are enrolled at Liberty and in which Student receives all pre-placement training and education related to his or her field.

1.9 "School Year" shall mean the period from the first day of the Liberty academic calendar in any given academic year to the last day of the Liberty academic calendar in the same academic year.

1.10 "Student" shall mean a student officially enrolled in the Program at Liberty who participates in a Pastoral Counseling/Occupational Experience at the Facility.

21 Obligations of Liberty. Liberty shall:

22 Encourage the Student to review his or her objectives for the Pastoral Counseling/Occupational Experience with the Liaison or the Supervisor prior to the start of the Pastoral Counseling/Occupational Experience.

23 Maintain policies which obligate Students who perform activities pursuant to this Agreement to observe the lawful rules, regulations, policies and procedures of the Facility and to adhere to all laws and regulations pertaining to confidentiality client rights, parishioner rights and patient rights.

24 Present for Pastoral Counseling/Occupational Experiences only those Students who have had prior instruction in the relevant program area, and who, in the judgment of the Director or Faculty Member, have successfully fulfilled the prerequisites of the Program curriculum.

25 Provide evaluation forms for the evaluation of Students who participate in the Pastoral Counseling/Occupational Experience.

26 Retain responsibility for education of Students in the Program and for the design, delivery, quality and curriculum of the Program.

27 Maintain all educational records and reports relating to the Pastoral Counseling/Occupational Experience of the Students.

28 Have the Faculty Member periodically consult with the Liaison regarding Student progress and other issues related to administration of this Agreement.

29 Require each Student to execute and submit to Affiliate the Student Addendum attached to this Agreement as Schedule A.

3.1 Obligations of Affiliate. Affiliate shall:

3.2 Provide facilities suitable for fulfillment of the course objectives for the Pastoral Counseling/Occupational Experience, as mutually agreed upon by the parties.

3.3 Determine, upon mutual consideration and agreement, the maximum number of Students to be assigned to the Facility for each Pastoral Counseling/Occupational Experience and the schedule for each Pastoral Counseling/Occupational Experience.

3.4 Where applicable, select clients/parishioners for Student assignments required by the Pastoral Counseling/Occupational Experience. The Facility may, at its discretion and at any time, make changes in the selection of clients/parishioners for Student assignments.

3.5 Within normal limits imposed by the institutional setting and space constraints of the Facility, provide conference rooms, lockers and storage space for the Pastoral Counseling/Occupational Experience as appropriate.

3.6 Permit Students to use cafeteria facilities at their own expense, if available to Affiliate employees.

3.7 Where available, permit Students to utilize parking spaces. If parking at an Affiliate Facility charges employees for the use of such parking spaces, Students shall be responsible for the payment of such parking fees.

3.8 Where available, permit Students to use the library and research materials for research and study, if available.

3.9 Orient Students to the Facility and provide information regarding the Facility's rules, regulations, policies and procedures.

4.0 Care to Clients/Parishioners. Affiliate shall retain responsibility for the overall care provided to clients/parishioners in the Facility. Students shall at all times be under the guidance of a Supervisor or other qualified individual designated by Affiliate while performing activities at the Facility pursuant to the terms of this Agreement. Affiliate reserves the right to establish limits on the numbers and types of Students permitted in each patient care unit of the Facility and to restrict specific Student activities in each patient care unit.

5.0 Nondiscrimination. Affiliate agrees that it will not discriminate against any Student on the basis of color, race, religion, sex, age or national origin, except where religion, sex, age, or national origin is a bona fide qualification reasonably necessary to the normal operation of the Facility or of Affiliate. Furthermore, the parties shall not discriminate against any Student because of a disability, except where accommodation would result in undue hardship on the Facility or on Affiliate or that would fundamentally alter the nature of the services provided.

6.0 Right to Refuse or Terminate Students. Affiliate may refuse acceptance of any Student designated by Liberty for participation in a Pastoral Counseling /Occupational Experience and to terminate participation by any Student in a Pastoral Counseling/Occupational Experience if: (i) the Student is deemed to be a risk to the Facility's patients, clients, parishioners, employees, or to himself or herself; (ii) the Student fails to meet or abide by the rules, regulations, policies and procedures of the Facility; (iii) the Student's conduct is detrimental to the business or reputation of the Facility or of Affiliate; (iv) the Student fails to accept or comply with the direction of Facility staff; or (v) if Student fails to adhere to the American Counseling Association Code of Ethics.

Liberty reserves the right to terminate a Student's participation in a Pastoral Counseling /Occupational Experience when, in its sole discretion, further participation by the Student would be inappropriate.

7.0 Independent Contractors/No Agency. In the performance of duties and obligations hereunder, no Faculty, Student, employee, or agent of Liberty shall, for any purpose, be deemed to be an agent, servant or employee of Affiliate. No employee or agent of Affiliate shall be authorized to act for or on behalf of the Liberty. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or over the manner in which their employees or agents perform the services which are the subject of this Agreement.

8.0 Assignment. This Agreement shall not be assigned or subcontracted, whether individually or by operation of law, by either party hereto.

9.0 Term. The initial term of this Agreement shall be for one (1) year from the Effective Date and thereafter shall automatically renew for successive one (1) year periods.

10.1 Termination.

10.2 This Agreement shall run for the Term unless earlier terminated as provided herein. This Agreement may be terminated at any time upon written mutual consent of the parties hereto.

10.3 This Agreement may be terminated by either party at any time without cause by giving prior written notice of not less than sixty (60) days.

10.4 This Agreement shall terminate based on a material breach of this Agreement by either party, provided that the breaching party fails to cure the breach within thirty (30) days of the date of a written notice of the breach. If such breach is not cured within thirty (30) days of the notice, the date of termination shall be the thirtieth (30th) day following the date of the notice.

11.1 Confidentiality.

11.2 Liberty, its Faculty, Students, employees and agents shall not at any time

during or after the Term of this Agreement, without the prior written consent of Affiliate, either directly or indirectly divulge, disclose or communicate in any manner whatsoever to any person not employed or affiliated with Affiliate: (a) any confidential information, including, but not limited to, patient information and information regarding quality assurance, risk management and peer review activities; and (b) any information concerning any matters affecting or relating to the business or operations or future plans of the Affiliate, including, but not limited to, Facility or Affiliate policies, procedures, rules, regulations, and protocols.

11.3 The parties agree that the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Privacy Rule (Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E), require certain protection of Protected Health Information (as defined by HIPAA and the Privacy Rule). Institution acknowledges that its Faculty and Students may have access to Facility's Protected Health Information during its Students' Clinical/Occupational Experience.

11.4 The parties recognize that a breach of this Confidentiality Section of this Agreement may result in irreparable harm to affiliate. In the event of such material breach, and without limiting the right of affiliate to seek any other remedy or relief to which it may be entitled under law, Affiliate may seek injunctive relief against Institution, its Faculty, Students, employees, and agents.

11.5 This Confidentiality Section shall survive termination of this Agreement.

12.0 Notice. All notices under this Agreement shall be in writing and delivered by hand or deposited, postage prepaid, in first-class U.S. mail, registered and return receipt requested, addressed as follows or to such other address as a party may designate in writing accordance with this Section:

If to Affiliate:

If to Liberty:

Director of Pastoral Counseling Internship
Center for Pastoral Counseling
Liberty University
1971 Liberty University Drive
Lynchburg, VA 24502

13.0 Entire Agreement. This Agreement supersedes all earlier agreements between the parties and contains the final and entire Agreement between the parties with respect to the subject matter hereof and they shall not be bound by any terms, conditions,

statements, or representations, oral or written, not herein contained, unless contained in a written executed amendment of this Agreement signed by all parties hereto.

14.0 Severability. Should any provision(s) of this Agreement be held invalid, unlawful or unenforceable, the validity of any other provision(s) of this Agreement or the Agreement as a whole shall not be affected.

15.0 Governing Law. This Agreement shall be construed under and enforced in accordance with the laws of the Commonwealth of Virginia (excluding her choice of law provisions), and it shall be construed in a manner so as to conform with all applicable federal, state and local laws and regulations.

16.0 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17.0 Headings. Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.

18.0 Waiver. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

19.0 No Third Party Beneficiaries. This Agreement is not intended to and shall not confer upon any other person or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

20.0 Indemnification. The parties shall indemnify, defend and hold harmless each other and each other's respective officers, employees and agents from and against any and all actions, liabilities, claims, damages, suits, liens, judgments, attorneys' fees and costs arising out of or resulting from the negligent and/or unlawful acts or omissions of the indemnifying party or the indemnifying party's officers, employees, agents or subcontractors occurring during or in connection with performance under or regarding this Agreement. The parties' obligation to indemnify each other and each other's respective officers, employees and agents shall survive the expiration or termination of this Agreement for any reason.

IN WITNESS WHEREOF, and in agreement hereto, Liberty and Affiliate have caused this Agreement to be executed by their authorized representatives.

(Signatures on Next page)

LIBERTY UNIVERSITY, INC.

Signature: _____

Printed Name: Americus M. Gill

Title: Chief Procurement Administrator

Date: _____

1/24/2020

AFFILIATE: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SCHEDULE A

LIBERTY UNIVERSITY, INC.

PASTORAL COUNSELING PROGRAMS AFFILIATION AGREEMENT

(GRADUATE PROGRAM – COUNSELING/SEMINARY)

S T U D E N T ADDENDUM

THIS AGREEMENT/ADDENDUM (“Addendum”), is m a d e t h i s _____ day of _____, 20____ between the undersigned Student and _____ (“Affiliate”);

RECITALS:

WHEREAS, Student desires to participate in a Pastoral Counseling/Occupational Experience as a part of a degree Program at Liberty University; and

WHEREAS, the Facility selected by the Student to administer the Pastoral Counseling /Occupational Experience is owned, run or controlled by Affiliate, which will enter or has entered into a Pastoral Counseling Clinical Programs Affiliation Agreement, (the “Agreement”) with Liberty to allow Students of Liberty to participate in such Pastoral Counseling /Occupational Experience; and

WHEREAS, pursuant to the Agreement, and in order for Liberty and Affiliate to provide the Pastoral Counseling/Occupational Experience, Student is required to make certain representations and covenants with Affiliate.

NOW, THEREFORE, for and in consideration of the foregoing, the undersigned Student agrees as follows:

- 1) All capitalized terms herein will have the same meaning as in the referenced Agreement and this Addendum is subject to the provisions of the Agreement as if incorporated herein.
- 2) Student agrees to abide by all of the terms and conditions of the foregoing Agreement related to Student and to cooperate fully in the administration of the Agreement by Liberty and Affiliate.
- 3) Student agrees to abide by all of the rules, regulations, policies and procedures of Affiliate and of the Facility and to abide by all local, state and federal laws pertaining to confidentiality and patient, client and/or parishioner rights and to the American Counseling Association Code of Ethics.

- 4) Student agrees to allow Affiliate, at Student's expense, to obtain a criminal background check, credit history, Social Security Number verification and Positive Identification National Locator/OIG check. This Agreement constitutes a release and authorization of Student for these purposes. Student agrees to provide his or her Social Security number to Affiliate.
- 5) Student agrees to provide evidence to Affiliate of coverage of Student by professional liability insurance with a minimum of i) combined single limit of One Million Dollars (\$1,000,000.00) and an annual aggregate liability limit of Three Million Dollars (\$3,000,000.00), or ii) coverage sufficient to meet the requirements of Affiliate.
- 6) Student agrees to provide Affiliate with evidence that Student meets all health requirements of Affiliate and has all inoculations that may be required by Affiliate or by the Facility. It is Student's obligation to inquire as to these requirements.
- 7) Student agrees to engage a Supervisor to facilitate the Student's Pastoral Counseling/Occupational Experience and to cooperate with Affiliate in fulfilling its obligations under the Agreement and to cooperate with the Supervisor, staff Faculty and administration of Affiliate in fulfilling Student's obligations for the Pastoral Counseling /Occupational Experience.
- 8) Student agrees to maintain good standing with the academic and other requirements of Liberty in order to continue participation in the Pastoral Counseling/Occupational Experience.
- 9) Student agrees to maintain the confidentiality required in paragraphs 11.1 and 11.2 of the Agreement.
- 10) Student agrees and understands that this Addendum does not obligate Affiliate to provide any services or accommodations to Student outside of Affiliate's obligations to Liberty under the Agreement; and Liberty is deemed to be the sole beneficiary of Affiliate's obligations under the Agreement and this Addendum to the exclusion of Student. Student understands that but for the representations, obligations and warranties of the Student in this Addendum, Affiliate would not allow student to participate in the Pastoral Counseling/Occupational Experience under the Agreement. Student agrees that Affiliate may provide any and all information regarding Student and Student's participation in the Pastoral Counseling/Occupational Experience to Liberty and to Student's Supervisor as each may request.
- 11) Any failure of Student to fully comply with the terms hereof shall be cause for immediate termination of the Student from further participation in the Pastoral Counseling/Occupational Experience.
- 12) This agreement imposes obligations upon Student which are in addition to, and not in lieu of, Student's other obligations to Liberty.

(Signatures on following page)

IN WITNESS WHEREOF, Student has executed this Addendum.

_____(STUDENT'S PRINTED NAME)

_____(STUDENT'S SIGNATURE)

_____(DATE)