

SCHEDULE
to
LIBERTY UNIVERSITY, INC.
CLINICAL AFFILIATION AGREEMENT
COUNSELOR EDUCATION & FAMILY STUDIES
(may be referred to as “Schedule A”)
STUDENT ADDENDUM

THIS ADDENDUM (“Addendum”) is made this ____ day of _____, 20____, between the undersigned Student and _____ (“Affiliate”);

RECITALS:

WHEREAS, Student desires to participate in a Clinical/Occupational Experience as a part of a degree program at Liberty University, Inc. (“Liberty”); and

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

WHEREAS, pursuant to the Agreement, and in order for Liberty and Affiliate to provide the Clinical/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) 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.

2) Student agrees to abide by all local, state and federal laws pertaining to confidentiality and patient rights and to the American Counseling Association Code of Ethics or other applicable industry-recognized authority’s ethical guidelines as directed by Affiliate.

3) Student agrees to provide any and all documentation required by Affiliate prior to beginning the Clinical/Occupational Experience, or upon request of Affiliate. Student agrees to attend Affiliate’s training, orientation, and/or meetings required of Clinical/Occupational Experience participants as a condition of placement and to follow any and all of Affiliate’s rules, policies, procedures, and all applicable federal, state and local laws. Student certifies that Student meets all health, background, educational, and all other prerequisites of Affiliate, or will have such requirements met by the deadline imposed by Affiliate. Student acknowledges that failure to meet any requirement will be grounds for Affiliate to delay start of the

Clinical/Occupational Experience until requirements are met; or, to terminate Student from the Clinical/Occupational Experience.

4) Student agrees to allow Affiliate, at Student's expense, to conduct and/or obtain any and all background and/or criminal investigations required by Affiliate. This Addendum constitutes a release and authorization of Student for the foregoing purposes.

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 Clinical/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 Clinical/Occupational Experience.

8) Student agrees to maintain good standing with the academic and other requirements of Liberty in order to continue participation in the Clinical/Occupational Experience.

9) Student agrees that Student shall not at any time during or after Student's Clinical/Occupational Experience with Affiliate, 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 associated 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, Affiliate policies, procedures, rules, regulations, and protocols.

Student acknowledges 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). Student acknowledges that Student may have access to Protected Health Information during the Student's Clinical/Occupational Experience and agrees to follow Affiliate's policies with respect to HIPAA.

If Student's Clinical/Occupational Experience is at a school facility, then Student acknowledges that the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, ("FERPA") may apply, which requires the Affiliate to maintain policies related to the confidentiality of personally identifiable information of its pupils. Student shall not collect, maintain, use, or disclose pupil educational records or information contained in those records except as allowed by parental consent and directed by Affiliate.

Student recognizes that a breach of the confidentiality obligations of this Addendum may result in irreparable harm to Affiliate. In the event of such 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 the Student.

The confidentiality obligations herein shall survive termination of this Addendum.

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 Clinical/Occupational Experience under the Agreement. Student agrees that Affiliate may provide any and all information regarding Student and Student's participation in the Clinical/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 Clinical/Occupational Experience.

12) This Addendum imposes obligations upon Student that are in addition to, and not in lieu of, Student's other obligations to Liberty.

IN WITNESS WHEREOF, Student has executed this Addendum.

Student Signature _____

Date _____

Printed Name _____