

LIBERTY UNIVERSITY, INC.  
CLINICAL AFFILIATION AGREEMENT  
COUNSELOR EDUCATION & FAMILY STUDIES

THIS CLINICAL AFFILIATION AGREEMENT (“Agreement”) made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“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 Clinical/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 Clinical/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:

1.0 Definitions.

1.1 “Liaison” shall mean the individual appointed by or designated by Affiliate to administer the provisions of this Agreement.

1.2 “Clinical/Occupational Experience” shall mean a structured learning experience at an Affiliate facility in which a Student provides care to patients/clients under the guidance of a Supervisor and/or participates in observational and/or other educational activities appropriate to the Student's level of preparation. To facilitate an efficient Clinical/Occupational Experience, Liberty utilizes certain web based technology, including but not limited to WebEx Teams provided by Cisco, to enable Student to digitally record video and audio content from counseling sessions, share all or portions of video and audio recordings with Faculty and other students participating in the Program, and upload video and audio recordings of sessions to a protected digital platform for viewing by Faculty Member for purposes of instruction and grading Student’s performance. Student is responsible for deleting the video and audio recording upon completion of Faculty Member’s use for purposes of instruction and grading. Affiliate acknowledges that Liberty utilizes such technology, including the video and audio recording of counseling sessions in which Student participates, and agrees to obtain any necessary authorization or consent from a participating patient of Affiliate for Faculty Member’s and Student’s use of the digitally recorded video and audio content for purposes of instruction and training.

1.3 “Director” shall mean the Liberty’s Director of the Program in which the Student

is participating.

1.4 “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.

1.5 “Facility” shall mean any facility owned and/or operated by Affiliate, including but not limited to hospitals, clinics, office based clinical programs, emergency care facilities, rehabilitation centers and long-term care facilities.

1.6 “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 Clinical/Occupational Experience.

1.7 “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.

1.8 “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.

1.9 “Student” shall mean a student officially enrolled in the Program at Liberty who participates in a Clinical/Occupational Experience at the Facility.

2.0 Obligations of Liberty. Liberty shall:

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

2.2 Maintain policies that 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 and patient rights.

2.3 Present for Clinical/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.

2.4 Provide evaluation forms for the evaluation of Students who participate in the Clinical/Occupational Experience.

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

2.6 Maintain all education records and reports relating to the Clinical/Occupational Experience of the Students.

2.7 Have the Faculty Member periodically consult with the Liaison regarding Student

progress and other issues related to administration of this Agreement.

2.8 Ensure Students have completed all necessary background investigations, if required by the Affiliate, and Affiliate timely notifies Liberty of such requirement.

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

2.10 Require each Student to execute and submit to Affiliate the “Student Counselor Agreement and Acknowledgment Form” attached hereto as Exhibit B.

3.0 Obligations of Affiliate. Affiliate shall:

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

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

3.3 Where applicable, select patients for Student assignments required by the Clinical/Occupational Experience. The Facility may, at its discretion and at any time, make changes in the selection of patients for Student assignments.

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

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

3.6 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.

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

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

3.9 Provide patient(s) selected by Affiliate to participate in the Clinical/Occupational Experience with and obtain signature from patient(s) on the “HIPAA Privacy and Authorization

Release Form” that will be provided to Affiliate by Student. Affiliate will provide Liberty with a copy of the completed form and any revocation subsequently received. Affiliate acknowledges that Students and Faculty Members will utilize the technology generally described in Paragraph 1.2 of this Agreement to create and review audio and video recordings of counseling sessions for purposes of instructions and grading the Student’s performance during the Clinical/Occupational Experience. Affiliate will make disclosures to patient and obtain all authorizations and consents from patient as may be required by this Agreement or otherwise by law, regulation, or its policies and procedures.

3.10 To the extent Affiliate receives education records or otherwise becomes aware of information from education records directly related to a Student and protected by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232, as amended (popularly known as “FERPA”), and other laws with respect to its activities under this Agreement, Affiliate acknowledges it has a duty to maintain the privacy of Student education records and agrees that its use and maintenance of these education records, including the use and disclosure of personally identifiable information concerning a Student from education records, will be in accordance with FERPA. Specifically, Affiliate shall comply with Liberty’s obligations under FERPA as a “school official” and FERPA’s “legitimate educational interests” limitation on its use or disclosure of education records. Additionally, Affiliate shall implement reasonable and typical administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure any protected education records Affiliate might possess. Affiliate agrees to abide by FERPA’s limitation on re-disclosure of personally identifiable information in education records; to not use or disclose education records created or received from, by, or on behalf of Liberty or its Students for any purpose other than the purpose for which such disclosure is made; and to not use or disclose such education records except as permitted by this Agreement, as required by law, or as authorized by Liberty in writing.

3.11 Comply with all applicable laws, regulations, policies and procedures required of Affiliate in furtherance of the Clinical/Occupational Experience and objectives of this Agreement.

3.12 Supervise, by an approved licensed Supervisor or other qualified individual designated by the Affiliate, all students who will be on-site performing activities at the Facility pursuant to the terms of this Agreement. This Agreement is contingent upon Affiliate providing Liberty, upon request, with proof of Supervisor’s credentials and appropriate licensure from the state where they practice.

4.0 Care to Patients. Affiliate shall retain responsibility for the overall care provided to patients in the Facility. 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 Clinical/Occupational Experience and to terminate participation by any Student in a Clinical/Occupational Experience if: (i) the Student is deemed to be a risk to the Facility's patients, 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 Clinical/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 Liberty Student shall be deemed to be an employee or agent of Liberty. No employee or agent of Affiliate shall be authorized to act for or on behalf of 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.

10.0 Termination.

10.1 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.

10.2 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.

10.3 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 (30<sup>th</sup>) day following the date of the notice.

10.4 No matter the means of termination, providing notice of early termination or notice of non-renewal will not negatively affect any courses in progress at the time of the decision nor result in a diminished level of performance by either party. Liberty Students who are enrolled in courses at the termination or expiration date will be permitted to complete those courses and Affiliate will continue performance of its obligations under this Agreement with regard to those

Students participating in a Clinical/Occupational Experience and those courses after the termination or expiration date of this Agreement.

#### 11.0 Confidentiality.

11.1 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.

11.2 The parties acknowledge 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). Liberty acknowledges that Faculty Member and Students may have access to Facility's Protected Health Information during its Students' Clinical/Occupational Experience. Affiliate agrees to provide instruction regarding its internal HIPAA policies and practices to those Students and Faculty Member who will be participating in the Clinical/Occupational Experience. To the extent protected health information ("PHI") or personally identifiable information ("PII") is to be exchanged or transmitted (electronically or otherwise) between Affiliate and Student and between Student and Faculty Member, it is understood and agreed that Students and Faculty Member are deemed to be members of Affiliate's "workforce" as that term is defined by HIPAA, and under the supervision and direction of Affiliate's personnel with regard to the use of PHI or PII while participating in the Clinical/Occupational Experience and receiving clinical training at Affiliate's facilities pursuant to this Agreement.

11.3 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 Liberty, its Faculty Member, Students, employees, and agents.

11.4 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 Liberty:

Director of Practicum/Internship  
Dept. of Counselor Education & Family Studies  
Liberty University, Inc.  
1971 University Blvd.  
Lynchburg, VA 24515

If to Affiliate:

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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. The parties intend that the remaining provisions of the Agreement be interpreted liberally to allow performance by both parties and fulfill the purposes for which the parties entered into this Agreement.

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.

LIBERTY UNIVERSITY, INC.

Affiliate

(Affiliate)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Justin L. Wilson

Printed Name: \_\_\_\_\_

Title: Contracts Administrator II

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_