

Liberty University PACO Internship Affiliation Agreement

This agreement made this ____ day of _____, 20__ by and between LIBERTY UNIVERSITY, INC. ("Liberty") and _____ ("Affiliate"), on behalf of itself and its affiliates and subsidiaries, if any;

Liberty, as part of its formal, educational course of studies may require Pastoral Counseling Internship of students at affiliate sites.

LIBERTY SHALL

Encourage the Student to review his or her objectives for the Pastoral Counseling Internship with the Supervisor prior to the start of the Pastoral Counseling Internship.

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 and patient, client and/or parishioner rights.

Provide evaluation forms for the evaluation of Students who participate in the Pastoral Counseling Internship.

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

Require each Student to execute and submit to Affiliate the Student Addendum.

AFFILIATE SHALL

Provide facilities suitable for fulfillment of the course objectives for the Pastoral Counseling Internship, as mutually agreed upon by the parties.

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 Internship as appropriate.

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

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 of 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.

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.

Right to Refuse or Terminate Students. Affiliate may refuse acceptance of any Student designated by Liberty for participation in a Pastoral Counseling Internship and terminate participation by any Student in a Pastoral Counseling Internship 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; or (iv) the Student fails to accept or comply with the direction of Facility staff.

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

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 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.

Term. The initial term of this Agreement shall be for one (1) year from the Effective Date.

Termination

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.

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.

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.

Confidentiality

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). The Institution acknowledges that its Faculty and Students may have access to the Facility's Protected Health Information during the Pastoral Counseling Internship. The Student shall maintain confidentiality of patient information. The Student may, throughout the course of the Pastoral Counseling Internship, be provided with information not known to the public related to the Affiliate's business. The Student shall take reasonable measures to protect the confidentiality of such information.

This Confidentiality Section shall survive termination of this Agreement.

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.

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.

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.

Affiliate: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____