



SOCIAL WORK PROGRAMS AFFILIATION AGREEMENT (UNDERGRADUATE & GRADUATE PROGRAM)

THIS AGREEMENT ("Agreement") 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 field experiences of students, and desires to assign certain of its students to one or more of Affiliate's facilities to obtain such field 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 field 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 "Agency Task Supervisor" shall mean the person appointed or designated by Affiliate to administer the terms of the Agreement for Affiliate. The Field Instructor or other staff member appointed by or designated by Affiliate may perform this role.

1.2 "Effective Date" shall have the meaning ascribed to it in Section 9.0 hereof.

1.3 "Facility" shall mean any facility owned and/or operated by Affiliate, including but not limited to social service agencies, domestic violence and homeless shelters, hospitals, mental health clinics, schools, early intervention programs, hospice, rehabilitation centers and long-term care facilities.

1.4 "Faculty Liaison" shall mean the Faculty Members who will directly oversee the Student(s) in the Program; and, to whom Liberty has assigned the administration of the academic requirements of the Agreement.

1.5 "Faculty Member" shall mean a member of Liberty's academic faculty.

1.6 “Director” shall mean Liberty’s Field Director of the Program, or administrator responsible for the program field experiences, who shall administer the terms of the Agreement for Liberty.

1.7 “Field Experience” shall mean a structured learning experience at an Affiliate Facility in which a Student provides care to patients/clients under the guidance of an Agency Task Supervisor, a Faculty Member, and/or Field Instructor and/or participates in observational and/or other educational activities appropriate to the Student's level of preparation. For the purposes of this contract, field experience may refer to a human services internship or a social work field placement.

1.8 “Field Instructor” shall mean the person appointed to facilitate Student learning and to provide guidance to Students as part of a social work Field Experience. This person may be a qualified Affiliate staff member or a third party upon whom the parties shall mutually agree.

1.9 “Program” shall individually and collectively mean the program(s) in which Student(s) is/are enrolled at Liberty, and in which Student receives all preparatory training and education related to his or her field.

1.10 “Student” shall mean a student officially enrolled in the Program at Liberty who participates in a Field Experience at the Facility.

1.11 “Term” shall have the meaning ascribed to it in Section 9.0 hereof.

2.0 Obligations of Liberty. Liberty shall:

2.1 Encourage the Student to review his or her objectives for the Field Experience with the Agency Task Supervisor, Faculty Liaison and/or the Field Instructor prior to the start of the Field Experience.

2.2 At the request of the Agency Task Supervisor, participate in the planning of the Field Experiences prior to the start of each applicable school semester. The parties shall mutually agree upon the specific field experience of Students, including schedules and the exact number of Students.

2.3 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 rights.

2.4 Present for Field Experiences only those Students who have had prior relevant instruction in the Program, and who, in the judgment of the Director or Faculty Liaison, have successfully fulfilled the curricular prerequisites of the Program.

2.5 If required for Liberty’s purposes, provide evaluation forms for the evaluation of Students who participate in the Field Experience.

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

2.7 Maintain all educational records and reports relating to the Field Experience of the Students.

2.8 Maintain professional liability coverage for all Students with a minimum of i) combined single limit of One Million Dollars (\$1,000,000.00) or an annual aggregate liability limit of Three Million Dollars (\$3,000,000.00) or ii) coverage sufficient to meet the requirements of Affiliate.

2.9 Have the Faculty Liaison periodically consult with the Agency Task Supervisor and/or Field Instructor regarding Student progress and other issues related to administration of this Agreement.

3.0 Obligations of Affiliate. Affiliate shall:

3.1 Provide facilities suitable for fulfillment of the course objectives for the Field 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 Field Experience and the schedule for each Field Experience.

3.3 Where applicable, select patients/clients for Student assignments required by the Field Experience. The Facility may, at its discretion and at any time, make changes in the selection of patients/clients 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 Students in the Field 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 Affiliate employees must pay for parking, Students shall be responsible for paying their own parking fees.

3.7 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 an Agency Task Supervisor to oversee each student's field

experience. If Affiliate will also provide the Field Instructor, then Affiliate shall provide the name, email address, and telephone number of the Field Instructor to the Faculty Liaison. However the Field Instructor is appointed, the Affiliate shall cause the Agency Task Supervisor and/or Field Instructor to:

- (i) participate in orientation and training sessions;
- (ii) in conjunction with the Faculty Liaison, plan Field Experiences that will fulfill the Program's educational requirements and meet the objectives mutually agreed upon by the parties hereto;
- (iii) participate in site visit meetings and phone conferences with Students and the Faculty Liaison, during the Field Experiences;
- (iv) meet with or otherwise contact the Faculty Liaison to discuss any problems;
- (v) provide supervision and guidance to the Students during the Field Experiences as described in the program manual; and
- (vi) participate in periodic evaluation conferences in which the Field Experiences are evaluated, and provide an evaluation for each Student who participates in a Field Experience on forms furnished by Liberty.

4.0 Care to Patients/Clients. Affiliate shall retain responsibility for the overall care provided to patients or clients in the Facility. Students shall at all times be under the supervision and guidance of the Agency Task Supervisor, Field Instructor, or other qualified person 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 unit of the Facility and to restrict specific Student activities in each unit.

5.1 Right to Refuse or Terminate Students.

5.1 Affiliate may refuse acceptance of any Student designated by Liberty for participation in a Field Experience and may terminate participation by any Student in a Field Experience if:

- (i) Affiliate deems Student to be a risk to the Facility's patients/clients, employees, or to himself or herself; or
- (ii) the Student fails to meet or abide by Affiliate's or Facility's rules, regulations, policies and procedures; or
- (iii) the Student's conduct is detrimental to the Affiliate's or Facility's business or reputation; or
- (iv) the Student fails to accept or comply with the direction of Facility staff;

or

(v) if Student fails to adhere to the Codes of Ethics of the National Association of Social workers (NASW) and National Organization of Human Services (NOHS).

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

6.0 Independent Contractors/No Agency.

6.1 In the performance of duties and obligations hereunder, no Faculty Member, employee, agent, or Student shall, for any purpose, be deemed an employee, agent, or servant of Affiliate. No Affiliate employee or agent 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.

6.2 Services furnished by Affiliate to Students in connection with Field Experiences under this Agreement are gratuitous and voluntary and shall be without any payment made by Liberty to Affiliate; or, by Affiliate to Liberty, or to Liberty's Faculty Members, employees, agents, or Students. Students are not eligible for, and shall not receive financial compensation, employment benefits, or Workers' Compensation insurance coverage from either party; and, there are no promises, expressed or implied, of future employment of Students by either Liberty or Affiliate.

7.0 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.

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. This Agreement shall become effective upon the date this Agreement is signed by Liberty (the "Effective Date"). 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, unless terminated in accordance with the provisions of the Agreement. The initial terms and any renewal term may be referred to collectively as the "Term."

10.0 Termination.

10.1 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 to the other party.

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 (30th) day following the date of the notice.

11.0 Confidentiality.

11.1 Liberty, its Faculty Members, employees, agents, and Students 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 of Affiliate, 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 agree that the Family Educational Rights Privacy Act (FERPA), and regulations promulgated thereunder, require that the educational records of students be kept confidential in accordance with FERPA. Liberty acknowledges that its Faculty Members and Students may have access to educational records of Affiliate students during its Students' Field Experience and will follow federal laws and regulations pertaining thereto.

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, employees, agents, and Students.

11.4 The parties agree that the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and regulations promulgated thereunder, including but not limited to 34 C.F.R. §99.31(a)(1)(i)(B), permit disclosure by Liberty of personally identifiable information from an education record of Student to Affiliate without consent of Student as Affiliate is a party to whom Liberty has outsourced institutional services or functions and Affiliate performs an institutional service or function for which 1) Liberty would otherwise use employees; 2) Affiliate submits to the direct control of Liberty with respect to use and maintenance of education records of Student; and 3) Affiliate is subject to the requirements

of 34 C.F.R. §99.33(a) governing the use and redisclosure of personally identifiable information from education records of Student to the same extent as Liberty.

11.5 This Confidentiality Section shall survive termination of this Agreement, to the extent required by law.

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:

Field Director
Dept. of Social Work
Liberty University, Inc.
1971 University Blvd.
Lynchburg, VA 24515

If to Affiliate:

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 both 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 (without regard to 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 be valid unless expressly memorialized in a writing signed by the non-breaching party nor shall it 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. Except with respect to the provision of Section 20.0 hereof, 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.

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)

By: _____

By: _____

Name: Justin L. Wilson

Name: _____

Title: Contracts Administrator II

Title: _____

Date: _____

Date: _____

SCHEDULE A
STUDENT AGREEMENT/ADDENDUM

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

RECITALS:

WHEREAS, Student desires to participate in a Field Experience as a part of a degree Program at Liberty; and

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

WHEREAS, pursuant to the Agreement, and in order for Liberty and Affiliate to provide the Field 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 rights and to the National Association of Social workers (NASW) and National Organizations of Human Services (NOHS).
- 4) Student agrees to cooperate with Affiliate in fulfilling its obligations under the Agreement and to cooperate with faculty and staff of the Department of Social Work, the Agency Task Supervisor and/or the Field Instructor, and administration of Affiliate in fulfilling Student’s obligations for the Field Experience.

5) Student agrees to maintain good standing with the academic and other requirements of Liberty in order to continue participation in the Field Experience.

6) Student agrees to maintain the confidentiality required in paragraphs 11.0 through 11.5 of the Agreement.

7) 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 Field Experience under the Agreement. Student agrees that Affiliate may provide any and all information regarding Student and Student's participation in the Field Experience to Liberty as each may request.

8) Any failure of Student to fully comply with the terms herein shall be cause for immediate termination of the Student from further participation in the Field Experience.

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

IN WITNESS WHEREOF, Student has executed this Addendum.

Student's Signature: _____

Student's Printed Name: _____

Date: _____