



AFFILIATION AGREEMENT COUNSELING PROGRAMS

This AFFILIATION AGREEMENT (“Agreement”) effective the _____ day of _____, _____ is made and entered by and between The University of Phoenix, Inc., an Arizona for profit corporation, hereinafter referred to as the “University” and _____, an entity domiciled in the State of New Mexico referred to as the “Agency”

PART I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide Educational Experiences at the Agency under the supervision of an Agency Supervisor provided by the Agency for Students enrolled in the University’s Counseling Programs.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, Agency and University agree as follows:

PART II. DEFINITIONS

1. **Agency Supervisor** shall mean the designated, qualified agency professional who works for the Agency (as an employee or independent contractor) and who will mentor and supervise the Student according to the educational guidelines provided by the University.
2. **University Representative** shall mean the member of the University faculty designated by the University who coordinates a Student’s Educational Experience.
3. **University Personnel** shall mean employee and other agents of the University, including, but not limited to, the University’s Representative and faculty members associated with evaluation of the Student’s Educational Experience.
4. **Student** shall mean the individual enrolled in the University’s Counseling Program who is participating in his/her Educational Experience.
5. **Client** shall mean the individuals to whom Agency provides its services in the course of its operations.
6. **Agency** shall mean the social service agency, clinic, or mental health office or facility where the Student will participate in his/her Educational Experience under the supervision of the Agency Supervisor.
7. **University** shall mean the University of Phoenix.
8. **Educational Experience** shall mean that portion of the Counseling Program in which the Student receives training under the supervision of the Agency.

PART III.
RIGHTS AND OBLIGATIONS OF THE UNIVERSITY

1. **Responsibility for Educational Experience.** University is responsible for providing educational programs accredited by appropriate agencies that include the Educational Experience; and for determining the hours, standards, administration, matriculation and promotion of the Educational Experience. University is responsible for the selection, testing, placement, and/or removal, and final grading of each Student placed with the Agency.
2. **Student Placements.** University will plan with the Agency, in advance, its schedule of Student placement to the designated areas, including dates and numbers of Students.
3. **Advise Students of Their Obligations.** University agrees to inform Students that Students shall be responsible for following Agency regulations, policies, and procedures.
4. **Program Objectives and Program Handbook.** University agrees to provide to Agency a copy of the course objectives and skills checklist (if appropriate) for the Educational Experience and a copy of the appropriate Program Handbook.
5. **Health Standards.** Participating University Personnel and Students shall be required to comply with the minimum lawful health standards set forth in writing by the Agency and provided to the University.
6. **Availability of University Personnel.** University shall ensure that University Personnel are reasonably available to the Agency for consultation during a Student Educational Experience in a manner that is acceptable to both parties. University shall designate a University Representative and shall give Agency notice of the name of the University Representative.

PART IV.
RIGHTS AND OBLIGATIONS OF AGENCY

1. **Learning Experiences.** Agency agrees to cooperate with University in providing learning experiences for Students that meet the standards of professional accrediting agencies and State agencies, that meet the stated objectives of the University's Educational Experiences, and that effectively facilitate the Students' learning process.
2. **Supervision.** Agency agrees that all Educational Experiences will be under the supervision of an appropriately licensed Agency Supervisor. Agency shall provide an Agency Supervisor and other personnel approved by the Agency to supervise Students. The Agency Supervisor will be the resource person for the Students in the educational setting and will: (a) supervise and observe the Educational Experience of the Student; (b) instruct the Student regarding all applicable Agency policies and programs; (c) facilitate adequate exchange of information between University Personnel and Agency staff; and (d) instruct Students regarding changes in Agency regulations, policies and procedures. University may request the removal and replacement of an Agency Supervisor for reasonable cause. Agency agrees to remove and replace an Agency Supervisor within five (5) days of University's written request.
3. **Notice of Changes in Health Standards.** Agency shall promptly provide to University written notice of any changes in Agency's minimum health standards for Students participating in the Educational Experience at the Agency.
4. **Compliance with Agency Policy and Procedures.** Students are subject to the authority, policies, and regulations of the University, provided, however, that during the Educational

Experience Students also are subject to applicable Agency regulations, policies and procedures. Agency agrees to provide to University Personnel and Students the Agency's policies, procedures and other relevant materials that will allow Students to safely and effectively participate in the treatment of Agency clients. Agency policies, procedures, and/or regulations will govern in the event that such policy, procedure, and/or regulation conflicts with a University policy, procedure and/or regulation until such time as the parties develop a mutually agreeable policy, procedure and/or regulation.

5. **Access to Library Facilities.** If applicable, Agency shall permit Students access to library facilities available to Agency personnel. Students may not remove materials from the Agency without appropriate approval.
6. **Client Care.** Agency understands and agrees that it is solely responsible for providing counseling services for all of its clients including those clients involved in the Educational Experience with Students. Agency shall not approve or allow any direct, hands-on client care by any Student without the approval and consent of the client and unless said care is provided under the direct supervision of the Agency Supervisor and in conformance with all applicable laws, rules, regulations, statutes, ordinances, and policies. Agency shall be responsible for providing adequate staffing necessary to maintain the highest level of quality client care.
7. **Non-Liability of University.** Agency shall be solely responsible for counseling services rendered by individuals who contract with the Agency (either as employees or as independent contractors). Agency will assume and maintain complete control and supervision over all its administrative and staff personnel. University shall not be liable for any claims or damages arising from client care provided by Agency, whether or not Students have participated in the care at issue in the claim or suit.
8. **Inspection for Accreditation.** Agency shall, upon reasonable request, permit the University or its accrediting agencies to inspect Agency facilities, records and other items pertaining to the educational program.
9. **Student Progress.** Upon the reasonable request of University, Agency agrees to submit to University a written evaluation, on the form and according to the guidelines provided by the University, of each Student's performance during the Educational Experience.
10. **Removal from Premises.** Agency shall retain the right, in its sole discretion, to request the removal from Agency premises of any University Personnel or Students and such individuals shall promptly and without protest leave any area whenever requested to do so by the Agency.

PART V. **TERM OF AGREEMENT**

1. **Term.** This Agreement shall become effective on _____, and shall remain in effect until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all Students already enrolled in and participating in the Educational Experience at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete the current course in their Educational Experience at Agency.
2. **Request for Withdrawal of Unsatisfactory Students.** Agency may request that the University withdraw from the Educational Experience any Student: (a) whose conduct or appearance inhibits desirable relationships within Agency, (b) whose health status is a detriment, despite a reasonable accommodation, to the Student's successful completion of the Educational Experience, or (c) whose performance after appropriate instruction and counseling continues to

fall below the level required to maintain appropriate practice standards. University agrees to withdraw such Student at the Agency's request.

PART VI. RECORDS

1. **Confidentiality of Student Records.** Agency shall keep confidential and shall not disclose to any person or entity (a) Student applications; (b) Student health records or reports; and/or (c) any student records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 123G, concerning any Student participating in the Educational Experience, unless such disclosure is authorized by the Student or is ordered by a court of competent jurisdiction. Agency shall adopt and enforce policies and procedures necessary to protect the confidentiality of Student records as defined herein.
2. **Maintenance of Records.** University will maintain documentation on each Student's Educational Experience for a period of at least four (4) years after said Student has completed his/her Educational Experience.
3. **Confidentiality of Client Records.** University shall direct Students and University Personnel to respect the confidential nature of all health or personnel information relating to the Agency. The University shall advise all Student and University Personnel of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent applicable.

PART VII. INDEMNIFICATION

1. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. **Mutual Cooperation.** University and Agency shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

PART VIII. INSURANCE

1. **University and Agency Insurance.** University and Agency each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. **Student Insurance.** University shall provide for each Student assigned to the Agency evidence of professional liability insurance coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
3. **Evidence of Coverage.** Upon written request, any party shall provide the other party with a

certificate evidencing such insurance coverage.

4. **Self Insurance.** All insurance required by University to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of University or its affiliates; (c) a plan of self-insurance, provided that University or any guarantor of University's obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by University in compliance with this section, then University shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed Two Hundred Fifty Thousand Dollars (\$250,000) unless University complies with the requirements regarding self-insurance pursuant to clause (c) above.

PART IX. **REPRESENTATIONS AND WARRANTIES**

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

PART X. **GENERAL TERMS AND CONDITIONS**

1. **Student and University Personnel Status.** This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, landlord/tenant, or association between the University and the Agency and their employees, Students, or agents, but rather is an agreement by and between two independent contractors. Each Student is placed with the Agency to receive Educational Experience as part of his/her academic curriculum; duties performed by a Student are not performed as an employee of Agency but rather in fulfillment of the academic requirements of his/her Educational Experience and are performed exclusively under direct supervision by Agency personnel. To the extent allowed under state law, neither the Agency nor the University is required to provide workers' compensation coverage for the Students participating in the Clinical Educational Experience. University acknowledges that nothing in this Agreement shall be construed to confer any right upon the University or University Personnel to participate in, control, or direct operations at the Agency.
2. **Employment of Student by Agency.** If a Student is also an employee of Agency, such employment shall be separately negotiated by Agency and each Student. The parties agree that a Student cannot earn hours toward his/her Educational Experience during the same hours he/she is working as an Agency employee.
3. **Non-Discrimination.** Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities during the Educational Experience.
4. **Accreditation, Licensing and Credentials.** Each party to this Agreement shall be responsible for accreditation, licensing, and credentials of its entities and employees, as applicable, and each party agrees to furnish to the other evidence of such accreditation, licensing and credentials upon written request by the other.

5. **No Compensation for Services** Each party shall pay all of its own costs associated with its participation in the Educational Experience.
6. **Interpretation.** This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertakings of the parties pertaining to the referenced subject matter.
7. **Amendment and Assignment.** Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the Agency and the University. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
8. **Waiver.** No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.
9. **Severability.** In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
10. **No Establishment of Third Party Rights.** This Agreement is not intended to create any rights or interests for any other person or entity other than the Agency or the University.
11. **Applicable Law.** This Agreement will be governed by the laws of the State of Arizona and shall in all respects be interpreted, enforced, and governed by Arizona laws.
12. **Disputes.** In the event any dispute or controversy ("Dispute") arising out of this Agreement cannot be settled by the parties, such Dispute shall be submitted to arbitration in Phoenix, Arizona. In the event the parties cannot mutually agree upon an arbitrator and procedure to settle their Dispute within fifteen (15) days after written demand by one of the parties for arbitration, then the Dispute shall be arbitrated by a single arbitrator chosen pursuant to the applicable rules of the National Health Lawyers Association Dispute Resolution Service ("DRS") (or, if not then in existence, the American Arbitration Association ("AAA")). The decision of the arbitrator shall be final, binding and non-appealable for all purposes and judgment to enforce any such binding decision may be entered in Superior Court, Maricopa County, Arizona (and for this purpose, each party expressly and irrevocably consents to the jurisdiction of said court) and in any other court of competent jurisdiction. At the request of either party, arbitration proceedings shall be confidential. In such case, all documents, testimony, and records shall be received, heard and maintained by the arbitrator in secrecy, available for inspection only by either party and by their attorneys and experts, who shall agree in advance and in writing, to maintain all such information in secrecy. In all other respects, the arbitration shall be conducted pursuant to the then existing rules and regulations of the DRS (or, if not then in existence, the AAA) to the extent such rules and regulations are not inconsistent with such Act or this Agreement.
13. **Notices.** Any notice given under this Agreement may be given by personal delivery, overnight air express, or certified United States mail, return receipt requested. Notice shall be deemed to be given either (a) upon actual receipt, if the notice is by personal delivery or by overnight air express; or (b) five (5) business days after mailing, if the notice is by United States mail, return receipt requested. Notice under this Agreement shall be given in writing to the parties at the following addresses or to such other persons or places as either party may from time to time designate by written notice to the other party.

If to the University: University of Phoenix
College of Health and Human Services
4615 East Elwood Street
Phoenix, AZ 85040

With a copy to: University of Phoenix
University Legal Services
4615 E. Elwood Street
Mail Stop AA-G106
Phoenix, AZ 85040

If to the Agency:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first subscribed above.

UNIVERSITY:

AGENCY:

Signature

Signature

Name

Name (Print or Type)

Dean, College of Health and Human Services
Title

Title

480-557-1751 480-929-7161
Phone Fax

Phone Fax

Date

Date

Gil.Linne@phoenix.edu
E-Mail address

E-Mail address