

MASTER STUDENT FIELD EXPERIENCE PLACEMENT AGREEMENT

This Master Student Field Experience Agreement (“Agreement”) is made, by and between the Liberty University, Inc., a private institution of higher education located in Lynchburg, Virginia (“University”), and Fairfax County (“County”), a governmental entity within the Commonwealth of Virginia, as an approved setting for field education. The University and the County are referred to individually as “Party” and collectively as “Parties”.

WHEREAS, the University provides a course of study embodying theory and practice to students who have enrolled in its Baccalaureate, Masters, and Doctoral degree programs and recognizes that such programs are academically enhanced by practical experiences outside the traditional classroom setting; and

WHEREAS, the County is willing to permit such students as agreed to by the Parties (the “Students”) to come into the premises of the County for fieldwork and clinical opportunities as part of a course of instruction at University;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the Parties mutually agree to all of the following:

1. TERM AND TERMINATION:

- 1.1. The period of this Agreement shall be from February 14, 2024 through January 31, 2029.
- 1.2. Either Party has the right to terminate this Agreement without cause upon ninety (90) days prior written notice specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.

2. DEFINITIONS:

- 2.1 **Administrator:** The administrator(s) or other appointed representative(s) of Fairfax County who shall serve as a main coordinator of the Field Experiences within a County Department and liaison with the Facility and Faculty member.
- 2.2 **Facility:** Shall mean a Fairfax County facility.
- 2.3 **Faculty:** Shall mean an individual employed by or affiliated with the University to instruct and supervise Students as part of the Program.
- 2.4 **Field Experience:** Shall mean a structured learning experience at County Facilities in which a Student participates in observational and other educational activities appropriate to the Student’s level of preparation and Program.
- 2.5 **Preceptor:** Shall mean each individual staffed at the Facility to mentor and guide the Student learning at the Facility as part of the Field Experience.

- 2.6 **Program:** Shall individually and collectively mean the program(s) in which Student(s) are enrolled at the University for academic credit and receive all pre-placement training and education related to their field.
- 2.7 **School Year:** Shall mean the academic year as defined by the University.
- 2.8 **Semester:** Shall mean each curricular period enrolled within a school year as defined by the University.
- 2.9 **Student:** Shall mean a Student officially enrolled in the Program at the University who participates in the Field Experience at the Facility.

3. UNIVERSITY RESPONSIBILITIES:

- 3.1 Assign to County only such Students who have successfully completed the prerequisite Program courses and who are able to comply with the requirements of the selected Facility. Such requirements will be specified by the Facility using the Placement Addendum (see Exhibit A) at least thirty (30) days in advance of each student placement. One Student Placement Addendum shall be completed for each Student placed, and the University shall ensure Student compliance with the requirements included in the addendum.
- 3.2 Provide the Program's goals and objectives for the Field Experience to the Preceptor prior to the start of the Field Experience.
- 3.3 Initiate planning for Field Experience after a student is selected and a specific placement is identified, allowing two months before the beginning of the Semester, to the extent feasible, by submitting a Student Placement Addendum to the Administrator requesting the number of Field Experiences available at County during each Semester. The Parties shall mutually agree upon the specific placement of Students, including the selected Facility, schedules, the exact number of Students, and Faculty assigned. The University shall provide the Administrator with a list of qualified candidates for each available Field Experience prior to the start of each Semester. A current revised calendar will be forwarded to the Preceptor at the beginning of Semester including days and hours of assignment and University holidays.
- 3.4 Prior to performing their duties pursuant to this Agreement, make reasonable efforts to advise Students of their obligations and responsibilities in observing the rules, regulations, policies and procedures of Fairfax County and the Facility including strictly adhering to all laws and regulations pertaining to confidentiality. The University shall advise Students of the County's expectation that every Student abide by said rules and strictly adhere to its policies as both a precondition of acceptance and a condition of participation in the Field Experience.
- 3.5 Advise Students that they shall assume all financial responsibilities in connection with the Field Experience, including cost of transportation, meals, and other expenses.
- 3.6 Advise Students to wear appropriate professional dress or as indicated in the Student

Placement Addendum.

- 3.7 Require Students to appropriately display photographic identification, or such other identification as may reasonably be required by the County.
- 3.8 Provide to the Administrator the name and telephone number of the Faculty who shall:
 - A. Meet with Faculty Preceptor to evaluate the Field Experiences and consult on ways to facilitate Student learning and discuss any problems which may arise;
 - B. Plan in conjunction with Faculty Preceptor, Field Experiences which will fulfill the Program's educational requirements and meet the objectives mutually agreed upon by the Parties;
 - C. Notify the Preceptor of any changes in the Program's curriculum and enrollment status of any Student.
- 3.9 University shall notify Fairfax County as soon as practicable, but not to exceed five (5) days of: (i) any adverse action taken by the University's accrediting body against the University's Program, including but not limited to, a downgrade in accreditation status, withholding of accreditation, or probation; or (ii) a change in the University's accreditation status that materially affects the continued operation of this Agreement.
- 3.10 Provide and maintain the educational records and reports necessary to document the Student's Field Experience for the purpose of academic credit. The University will retain ultimate responsibility for the education and assessment of its Students.
- 3.11 Assist in preventing the publication of any information about the County or Faculty or materials relating to the Field Experience that is not approved by the County and/or that could infringe on an individual's rights to privacy.
- 3.12 Require all participating Students to maintain health insurance. The County may request the Student provide proof of health insurance prior to beginning of the Field Experience.

4. COUNTY RESPONSIBILITIES:

- 4.1 Respond to the University's request for the available number of Field Experiences for the Semester. Fairfax County and the University will determine, upon mutual consideration and agreement, the maximum number of Students to be assigned to Fairfax County for each Field Experience.
 - A. The County will provide all selection criteria and any placement requirements to the University for each Student's Field Experience.

- B. County reserves the right to determine the number of Students it can accommodate and the placement of those Students within the County, based upon the County resources and demands at that given time.
 - C. From the list of Students seeking internships provided by the University, the County and the University will select the specific Student(s) appropriate for each Field Experience no later than 30 days before the beginning of the Semester in which the Field Experience will occur or in accordance with the placing County department's process for Student selection.
- 4.2 Assist the University in developing and implementing the Field Experience for the University's Students. All services rendered by Students should have educational value and meet the goals and objectives of the Program as agreed upon by the Parties.
 - 4.3 Guide and mentor the Students throughout their field practice as is reasonable and appropriate for the circumstances and to the Student's level of training.
 - 4.4 Within normal limits imposed by the Facility setting and space constraints of the County, provide office space, conference room space, and computer access for the Field Experience.
 - 4.5 As appropriate, permit Students to utilize parking spaces at County facilities. The parties agree, however, that the student will not drive a County vehicle pursuant to any activities under the Students' placement with the County. Students driving personal vehicles will be informed of the requirement to maintain appropriate insurance in accordance with the laws in which the vehicle is licensed and registered.
 - 4.6 The County staff will, upon request, assist the University in the assessment of the learning and performance of participating Students by completing assessment forms provided by the University and returning the forms to the University in a timely fashion.
 - 4.7 Orient the Students and Faculty to the Facility and provide information regarding the Facility's rules, regulations, policies, and procedures. As part of the orientation, the Facility shall inform the Students they are expected to adhere to all Facility rules, regulations, policies and procedures, dress code, and code of conduct.
 - 4.8 Retain responsibility over its operations, quality standards and care of all its clients.
 - 4.9 Designate an Administrator and provide the name and telephone number of the Preceptor who shall:
 - A. Meet with the Faculty to discuss any problems;
 - B. Provide guidance to the Students during the Field Experiences; and
 - C. Participate in periodic conferences in which the Field Experiences are evaluated and feedback of the evaluation is provided for each Student. The University shall furnish forms for the evaluation and feedback.

- 4.10 Provide Students with information regarding the availability of first aid and emergency care while on placement at County Facilities. All such medical care costs and fees shall be the responsibility of the Students.

5. RIGHT TO REFUSE OR TERMINATE STUDENT PARTICIPATION:

- 5.1 The County reserves the right to refuse acceptance of any Student designated by the University for participation in a Field Experience and to terminate participation by any Student in a Field Experience when, in the sole opinion of the Facility, (i) the Student is deemed to be a risk to the Facility's employees, or to themselves, (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, (iv) the Student fails to accept or comply with the direction of Facility staff, or (v) further participation by the Student would be inappropriate.
- 5.2 The University reserves the right to immediately terminate a Student's participation in a Field Experience when, in its sole discretion, further participation by the Student would be inappropriate.

6. LIABILITY AND INSURANCE:

- 6.1 Neither party shall be liable for any claims, liabilities, or expenses arising solely out of the acts or omissions of the other party. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the County.
- 6.2 The University shall ensure that each Student who performs activities pursuant to this Agreement is covered by:
 - a. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/ \$2,000,000 in aggregate, to protect the University, and the interest of the County, its officers, employees and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work.
 - b. Where applicable , maintain Medical Professional Liability Insurance covering all staff for medical professional services provided pursuant to this Agreement with the following limits: (a) a per claim limit of not less than the then current cap on damages in a medical professional liability claim or suit, as set forth in Virginia Code Section 8.01-581.15; and (b) an annual aggregate limit equal to three times the amount of the required per claim limit set forth in item (a), above. If this coverage is on a claims made basis the University shall also ensure that each Student has "tail" coverage surviving termination of this Agreement and extending to all periods during which services were rendered at Facility pursuant to this Agreement.

- c. The University agrees to maintain Professional Liability Insurance in the amount of \$1,000,000 per claim and \$3,000,000 per aggregate to cover each student performing professional duties.
- 6.3 Liability insurance may be arranged by a combination of primary and excess or umbrella policies. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's Risk Manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VII or better.
 - 6.4 The University will provide an original, signed Certificate of Insurance citing this Agreement and such endorsements as prescribed herein and the County of Fairfax, its officers, employees and agents shall be named as an "additional insured" for all liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess.". No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The University shall furnish a new certificate prior to any change or cancellation date. The failure of the University to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished. The University will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
 - 6.5 The University will ensure their insurer shall agree to waive all rights of subrogation against the County, its officers, officials, and employees for losses arising from this agreement. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
 - 6.6 The University agrees to indemnify and hold the County, including their officers and employees, harmless against claims, demands, damages, liabilities, and costs incurred by the County, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, the performance of this Agreement, or other negligent act or omission by or under the direction of the indemnifying party or its employees. The University shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the University shall, at their own expense, satisfy and discharge the same. The parties agree that under applicable law the County cannot indemnify or defend the University in connection with, either directly or indirectly, the performance of this Agreement. To the extent any promise or term contained in this Agreement, including any exhibits, attachments, or other documents incorporated

by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Agreement and of no effect.

7. GENERAL

- 7.1. Order of Precedence. This Agreement is comprised of two parts, the Master Student Field Experience Placement Agreement (Master Agreement) and the Placement Addendum (Placement Addendum at Exhibit A). The Master Agreement is an umbrella agreement that sets out the general terms and conditions applicable to all field placements of University Students at County Facilities. The parties agree that the Placement Addendum will be executed when a specific Student is identified for placement through the University at a County Facility (whether in person or virtual). The parties agree that the Placement Addendum may be executed after the Master Agreement. The parties further agree that the Placement Addendum may be executed by the designee of the University representative or County representative who executes the Master Agreement. Finally, the parties agree that if there is a conflict between the Master Agreement and the Placement Addendum, the Master Agreement will control. Both the Master Agreement and the Placement Addendum may only be modified or amended by a writing signed by the Parties as specified in this Paragraph.
- 7.2. Severability. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.
- 7.3. Independent Contractors. The Students may be considered a workforce member of the County solely for purposes of compliance with the Health Insurance Portability and Accountability Act (“HIPAA”). Otherwise, in the performance of duties and obligations hereunder, no Faculty, Student, employee, or agent of the University shall, for any purpose, be deemed an agent, servant or employee of the County or authorized to act for or on behalf of the County. No employee or agent of the County shall, for any purpose, be deemed an agent, servant or employee of the University or authorized to act for or on behalf of the University. Neither Party shall withhold on behalf of the employees of the other, any sums for income tax, unemployment insurance, and social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship or a joint venture relationship. The Parties agree that participating Students are not to be considered employees or agents of the University or the County. In addition, the Parties understand and agree that Students will not be entitled to compensation for their participation in the Field Experience or be entitled to a job at the conclusion of the Field Experience.
- 7.4. Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.


- 7.5. Governing Law. This Agreement shall be construed under and enforced in accordance with the laws of the Commonwealth of Virginia and be construed in a manner as to conform with all applicable federal, state and local laws and regulations.
- 7.6. Compliance with Applicable Laws. The Parties agree to comply with applicable laws, regulations, rulings, and standards and amendments thereto, of all entities, which regulate, license, govern and/or accredit the Parties, including, but not limited to, federal, state and local governmental agencies.
- 7.7. Nondiscrimination. Both Parties to this Agreement agree to not unlawfully discriminate on the basis of race, color, religion, national origin, sex, pregnancy or related medical conditions, age, marital status, or disability. Fairfax County does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1.
- 7.8. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the County of Fairfax or the Commonwealth of Virginia or the University.
- 7.9. FERPA. All Student data shall be considered to be confidential and any release of information shall be in compliance with the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. §1232g; 34 CFR Part 99) and Code of Virginia § 23.1-405(C). The County and its employees shall be considered a “school official” with “legitimate educational interests” in University education records, as those terms have been defined under FERPA and its implementing regulations, of any Student participating in the Field Experience, to the extent those records are necessary for the Student’s participation in the Field Experience. The County and its employees agree to abide by the limitations and requirements imposed on school officials, only use the education records for the purposes related to the student’s participation in the Field Experience, and not share such data with or disclose it to any third party except as required by law, or authorized in writing by the University.
- 7.10. Force Majeure. Neither Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, national or regional health emergencies (including outbreaks, epidemics, and pandemics, regardless of whether such health emergency existed as of the Effective Date of this Agreement), and acts of God.
- 7.11. Publicity. Except as specifically provided for herein, County shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the University or its employees except on the specific written authorization in advance by the University. The University must receive all requests for authorization in writing no later than ten (10) days in advance of the use date.
- 7.12. Notice. Notices and communications under this Agreement shall be deemed made when sent postage prepaid by U.S. Postal Service, first class, certified, or express mail; or by overnight mail service; or hand delivered and addressed as follows:

To the University:	To the County:
Liberty University, Inc. 1971 University Blvd. Lynchburg, VA 24515 Attention: Contract Services	Department of Human Resources 12000 Government Center Parkway Fairfax, VA 22035 Attention: Deanne Vegerano/Matt Sardone

ACCEPTED BY:

LIBERTY UNIVERSITY, INC.

FAIRFAX COUNTY GOVERNMENT

BY:  Digitally signed by Justin L. Wilson
Date: 2024.02.14 16:08:18 -05'00'

BY:  DocuSigned by:
Bryan J. Hill
5CFC69274C2440E...

Name: Justin Wilson

Name: Bryan J. Hill

Title: Contract Administrator II

Title: County Executive

Date: 2/14/2024

Date: 3/11/2024

EXHIBIT A
Placement Addendum

The purpose of this Placement Addendum (“Addendum”) is to provide a record between the UNIVERSITY and the COUNTY with respect to the FIELD EXPERIENCE for the UNIVERSITY’S registered Students, and the agreement of the Parties to abide by all terms and conditions of the MASTER STUDENT FIELD EXPERIENCE PLACEMENT AGREEMENT (“Master Agreement”) dated _____ (including this Placement Addendum, as applicable), and to provide additional terms and conditions that are applicable to specific County Departments. This Placement Addendum is hereby incorporated by reference, without modification or exception except as specified below, and all capitalized terms used herein without definition shall have the meanings ascribed to them in the Master Agreement.

This Placement Addendum is effective when signed by all Parties. The individuals executing this Addendum are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the MASTER AGREEMENT and further agree to comply with its terms.

Term of Addendum: Addenda may be issued or amended any time during the Term of the Master Agreement. The term of each Addendum is the dates of the Field Experience listed below.

Additional requirements may be added to this addendum as needed and mutually agreed upon.

A. STUDENT SPECIFIC PLACEMENT REQUIREMENTS:

Student Name: _____

University Academic Program: _____

County Department: _____

Term: Anticipated start date and end date of Field Experience: _____

Driving Requirements:

The student will / won’t be required to drive vehicle as part of their field placement. *Note: Students driving County owned and/or personal vehicles will be required to sign an acknowledgement of driving requirements and restrictions.*

- The student will / won’t be required to drive their own vehicle in order to participate in this field placement.

The student will won’t be required to obtain a County issued ID badge.

The student will won’t be required to obtain a County issued proxy card for access to appropriate County facilities and technology (printers).

Driving Record:

Background Check:

Student Health Requirements:

Confidentiality Policy Training:

Certifications:

Other Training:

B. COUNTY DEPARTMENT SPECIFIC REQUIREMENTS:

1. In addition to the University Responsibilities set out in Paragraph 3 of the Master Agreement, the University agrees that it will:

[INSERT PLACEMENT SPECIFIC CRITERIA HERE]

2. In addition to the County Responsibilities set out in Paragraph 4 of the Master Agreement, the County agrees that it will:

[INSERT PLACEMENT SPECIFIC CRITERIA HERE]

LIBERTY UNIVERSITY

FAIRFAX COUNTY DEPARTMENT
DIRECTOR OR DESIGNEE

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____