

This Affiliation Agreement (this “Agreement”) is entered into as of the date of last signature set forth below, by and between Ashford University (“Ashford”) and _____ (“Facility”).

WHEREAS, it is of mutual interest and advantage for selected students of Ashford to be provided quality professional practice education experiences through Facility, and of mutual interest to Facility to participate in the provision of such quality education;

WHEREAS, Ashford has established degree programs (BS in Health Information Management, Master of Public Health, and MA in Counseling, etc.) which include the requirement that a student complete a practicum, internship, or professional practice hours on site at an approved facility. This affiliation agreement covers students in all Ashford degree programs unless otherwise indicated below:

WHEREAS, Facility is willing to allow Ashford students to pursue a practicum or professional practice experience on site at its location, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Ashford and Facility hereby agree as follows:

I. GENERAL AGREEMENT

- A. The term of this Agreement shall be for one year and shall be automatically renewed for successive terms of one (1) year unless otherwise terminated. This Agreement may be terminated by either party with sixty (60) days prior written notice accomplished either by personal service or by certified or registered mail to the address listed below. Any students enrolled in the ongoing programs at the time of such termination notice shall be given the opportunity by Facility and Ashford to complete the requirements of the program as offered at the time of their entry and in compliance with the conditions contained in this Agreement.
- B. Any special terms applicable to the Facility are incorporated into Schedule 1, attached to this Agreement and incorporated herein by this reference.
- C. This Agreement shall be subject to periodic review as the need may arise, in order to consider any amendment, alteration, or change as may be mutually agreed upon in writing by the parties.
- D. This Agreement shall be interpreted in accordance with and pursuant to the law of the State of [California].
- E. Nothing in the Agreement is intended to be contrary to state or federal laws. In the event of a conflict between terms and conditions of this Agreement and any applicable state or federal laws, the state or federal law will supersede the terms of this Agreement.
- F. The parties acknowledge they have read this Agreement, understand it, and agree to be bound by all of its provisions. This Agreement constitutes the complete and exclusive statement of the

Agreement between the parties, and supersedes all prior oral and written communications concerning the subject matter of this Agreement.

II. MUTUAL RESPONSIBILITIES

- A. Ashford personnel, faculty and students shall not be deemed to be employees or agents of Facility, and nothing herein contained shall be construed as creating a relationship other than that of an independent contractor between Facility and Ashford, its employees, faculty, and students. Ashford personnel, faculty, and students shall not be entitled to compensation from Facility in connection with any service or actions of benefit to Facility that are a part of or related to the educational program. Facility and its employees shall not be entitled to compensation from Ashford for services or actions of benefit to Ashford that are part of or related to the educational program.
- B. Ashford personnel, faculty and students are not eligible for coverage under Facility's worker's compensation or unemployment compensation insurance programs. Students shall not be compensated for services and professional practice training.
- C. Ashford shall provide, or shall cause its students to provide, insurance in the coverage types and amounts required by Facility or by applicable law. Upon request of Facility, Ashford shall provide Facility with a Certificate of Insurance as evidence of such insurance coverage.
- D. Facility agrees to notify Ashford promptly when any student has been involved in an incident reported to Facility.
- E. Facility shall provide, at its own expense, adequate liability insurance coverage for its employees.
- F. Ashford will defend, indemnify and hold harmless Facility, its officers, agents, employees, and representatives from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from negligent or wrongful acts or omissions of Ashford, its faculty, or students as they pertain to services rendered under this Agreement.
- G. Facility will defend, indemnify and hold harmless Ashford, its trustees, officers, agents, representatives, employees, faculty, and residents from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of Facility or its employees as they pertain to services rendered under this Agreement.
- H. Except as otherwise provided on any schedule attached hereto, Ashford will provide qualified instructors to teach all prescribed courses required for its educational program. The faculty members will select and assign learning experiences of students in accordance with agreed-to schedules and work assignments. Faculty members will work with appropriate

representatives and personnel of Facility in determining the needs of patients or cases assigned to students.

- I. Ashford shall provide Facility with a schedule for student assignments, including the number and names of students, and a copy of the practicum and/or professional practice objectives in sufficient time (a minimum of two (2) calendar weeks) prior to the beginning of the student rotation to allow for adequate planning and staffing of the department to meet the needs of the department and the patients of Facility.
- J. Facility shall determine whether its physical plant will be made available for the educational purposes requested by Ashford. Under no circumstances shall Facility be deemed to have consented to the use of its physical plant, programs, personnel, plans, or schedules except as specifically indicated and mutually agreed upon.
- K. Ashford shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and ensure it does not and will not discriminate against any person on the basis of race, creed, sex, national origin, age, or handicap under any program or activity receiving federal financial assistance.
- L. Each party is bound to comply with the Family Educational Rights and Privacy Act (FERPA) in the handling of educational records of students enrolled in the program and participating in the professional practice experience, pursuant to 20 U.S.C. § 1232g and any successor statute, and its implementing federal regulations, and any applicable state laws and regulations relating to the privacy of student educational records.
- M. The safety, health, and welfare of Facility's patients shall be of the utmost importance in this Agreement. Ashford will provide, or ensure that students provide, necessary assurance or evidence of acceptable health levels of the students and faculty while working in the professional practice area.
- N. Facility shall provide Ashford with all bylaws, rules, regulations, and standards of Facility and its medical staff and shall participate in an orientation program in conjunction with Ashford for informing all participating faculty and students of the provisions thereof. Students assigned to the educational program that do not abide by the bylaws, rules, regulations, and policies of Facility or meet the standards of safety, health, and ethical behavior prescribed thereby, may be suspended, placed on probation or dismissed from the professional practice program. Prior to instituting disciplinary actions, Ashford shall, in consultation with Facility, provide the student notice of the proposed action and an opportunity to be heard. Ashford shall be responsible for the proper conduct of students and instructors while at Facility as governed by the rules and regulations of the professional

practice area.

- O. Ashford shall provide or reimburse Facility for supplies and reimburse Facility for the cost of any damage to equipment used for instructional purposes.

III. ASHFORD RESPONSIBILITIES

- A. Ashford retains sole responsibility for oversight of advertising and recruitment, admissions, appointment of faculty, content and rigor of the academic program and professional practice experience, and evaluation of student work. Ashford faculty shall at all times retain exclusive control over all educational matters, including but not limited to curriculum content, learning outcomes, academic quality, providing of student support services and student access to learning resources, and the awarding of credit for student's participating in the professional practice experience. Ashford shall approve the Facility supervisor and arrange for Ashford faculty to communicate on a regular basis with the Facility supervisor. Ashford shall maintain all student records relevant to the professional practice training programs.
- B. Ashford shall establish the educational objectives for the practicum and/or professional practice experience, devise methods for their implementation and continually evaluate to determine the effectiveness of the practicum and/or professional practice experience. Ashford shall maintain ultimate responsibility for determining that the educational objectives are consistent with the Ashford's mission, purpose and academic standards.
- C. Ashford shall be responsible for collecting from the student tuition, fees, and other costs associated with its programs; for calculating and disbursing any student financial assistance due to the student in connection with its programs; and for monitoring the student's enrollment status and maintaining records of the student's payment of tuition and receipt of financial assistance.
- D. Ashford shall not discriminate against any student applicant for enrollment in its course of study because of race, creed, sex, national origin, age, or handicap.
- E. All Ashford personnel, faculty, and students shall be informed of and shall abide by the bylaws, rules, and regulations of the medical staff and any other applicable rules or policies of Facility, and at all times shall maintain the appropriate degree of care and responsibility in connection with the educational programs when dealing with patients, facilities, and medical staff.
- F. Ashford acknowledges and agrees that the patient's attending physician determines the course of care and treatment for an individual patient. Ashford shall be responsible for ensuring all interactions between its faculty and students and a patient comply with the orders and desires of the attending physician.
- G. All Ashford personnel, faculty, and students who have access to patient or research medical records shall maintain strict confidentiality with regard to said records and shall not disclose any information contained therein to any person outside the professional practice training

program in which they are involved.

- H. Ashford maintains the privilege for its faculty to visit Facility's facility during normal business hours for purposes connected with the educational program during the educational period.
- I. Ashford agrees that each student shall:
 - a. Have the responsibility of transportation to and from Facility and on any reasonable special assignment by Facility.
 - b. Be responsible for own absences due to illness or other cause and Facility notification.
 - c. Complete health forms, background check, drug testing, and all other requirements as requested by Facility (or the state licensing board for students in the Counseling program).
 - d. Be responsible for following all policies of Facility.
 - e. Be responsible for providing the necessary and appropriate uniforms required, if any, but not provided by Facility.
 - f. Be responsible for reporting on time to the designated individual at Facility's facility.
 - g. Be responsible for the student's own housing during professional practice education assignment.
 - h. At all times, behave in a professional and ethical manner as defined in the professional code of ethics and/or departmental policies and procedures.
 - i. Sign a Confidentiality Statement in form and substance satisfactory to Facility.
 - j. For Counseling Students Only: Be responsible for acquiring all necessary approvals from the state licensing board.

IV. FACILITY RESPONSIBILITIES

- A. Facility shall cooperate with Ashford in the preparation of students in professional practice education programs. To the extent Ashford is able to make offerings available, Facility will provide professional practice space, subject to availability, to qualified students from Ashford for educational purposes under the guidance and supervision of the professional practice instructors during such periods of time and to such extent as Facility shall agree. Facility retains responsibility for its patients at all times.
- B. Facility shall determine the number of students it will accept during a specific professional practice educational period and shall notify Ashford within ten (10) days of receipt of schedule. Facility may, in its reasonable discretion, limit the number of students in any of the professional practice programs.
- C. Facility shall designate in writing a liaison to work with Ashford's assigned practicum and/or professional practice Instructors.
- D. Facility shall complete all forms as requested by Ashford such as general information forms and evaluation reports.
- E. Facility shall not discriminate against any student applicant because of race, creed, sex, national origin, age or handicap.

- F. Facility shall permit the full-time and part-time faculty and students assigned to (Ashford's) educational programs to use its patient care, medical record and data facilities for professional practice education, provided that such use shall not conflict with or violate any rules, regulations, bylaws, or policies of Facility. Such use shall be subject to, and at all times comply with, the confidentiality provisions contained in this Agreement.
- G. Facility shall make available rooms or areas where groups of students may hold discussions and receive professional practice instruction, and permit, for educational purposes, the use of such supplies and equipment as are commonly available for patient care, the cost of same to be reimbursed by Ashford.
- H. The site must provide on Day 1 of the experience, an emergency preparedness orientation in cases of weather, fire or shooter.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have executed this Affiliation Agreement on the date(s) shown below.

Ashford University, LLC,
A California Limited Liability Company

By: _____
Name: _____
Title: _____
Date: _____

Address for Notices to Ashford:

Attention: _____

[Approved Facility]

By: _____
Name: _____
Title: _____
Date: _____

Address for Notices to Facility:

Attention: _____

Schedule 1

Note: This page is optional and should be utilized for additional terms specific to the particular Facility specifications subject to this Agreement.