



UNIVERSAL AFFILIATION AGREEMENT ("Agreement")

This Agreement is entered into by and between the Arizona Board of Regents for and on behalf of Northern Arizona University principally located in Flagstaff, AZ ("University") and Fort Bend County Health & Human Services ("Facility") principally located in Rosenberg,, TX.

I. DURATION

This Agreement will be in effect for five (5) years unless a lesser time-period is stated herein. The effective date of this Agreement will be 8/1/2022 and will end on 7/31/2027, and may be renewed, revised, or modified by a written addendum signed by both parties. The parties agree that either party may terminate this Agreement at any time upon thirty (30) days written notice, which may include electronic mail with delivery receipt, to the other party, except that any student already assigned to and accepted by the Facility shall be allowed to complete any in-progress educational experience at the Facility (if feasible), provided, however, the parties retain the right to dismiss or withdraw any student pursuant to Section III. 5.

II. PURPOSE

This Agreement establishes a relationship between the University and the Facility, to allow students from the University to participate in an unpaid or paid educational experience at the Facility's site(s) that may qualify for University academic credit, as determined by the University.

III. GENERAL TERMS

1. A schedule of student participation will be agreed upon by the University, the student, and the Facility.
2. The student's participation should complement the service and educational activities of the Facility. The student will be under the supervision of a Facility employee.
3. Each student is expected to perform with high standards at all times and comply with the written policies and regulations of the Facility.
4. Each student will obtain prior written approval from the University and the Facility before publishing or presenting any materials relating to the educational experience outside the normal educational setting of the University.
5. The University and the Facility reserve the right to dismiss or withdraw student participation if student conduct or performance is unsatisfactory.
6. Neither the University nor the Facility is obligated to provide for the student's transportation to and from the Facility or for health insurance for the student.
7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program.
8. Statements of performance objectives for this educational experience will be the joint responsibility of the University and the Facility personnel.

9. Each student must adhere to the Facility's established dress and performance standards.

IV. FACILITY'S OBLIGATIONS

1. The Facility agrees to appoint a specific supervisor who is responsible for the educational activities and supervision of the University students participating under this Agreement.
2. The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the Facility.
3. If the student is not paid for the educational experience, students are not deemed to be employees of the Facility during the duration of the experience by virtue of this Agreement.

If the student is paid by the Facility for the educational experience, the Facility will provide compensation to the student as agreed upon between the Facility and the student. The Facility also agrees that the student is considered an employee for the duration of the experience and is covered by the Facility's liability insurance and other employee related benefits.

If the student is paid by the Facility for the educational experience, the Facility shall engage the student as a "temporary employee" subject to the provisions of the Fair Labor Standards Act (FLSA) as a non-exempt employee in compliance with the minimum wage laws and applicable overtime.

Any such employment arrangement or employment contract between student and the Facility:

- a. shall be "at-will" which means that the student or the Facility may terminate the employment at any time, with or without cause and with or without notice;
 - b. shall not restrict or limit the student's ability to seek employment or educational experiences in any capacity at any other organization;
 - c. shall not incorporate any "non-compete" or "restraint of trade" undertakings by the student;
 - d. shall not restrict, limit, or prejudice the student in the case of early termination, resignation, or withdrawal from the educational experience/employment;
 - e. shall not incorporate any "liquidated damages", deduction of salary or liability undertakings by the student for termination prior to the end of the contract term.
4. The Facility is responsible for the acts and omissions of Facility employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University.
 5. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Facility by reason of any act or omission of the Facility's employees or agents.
 6. The Facility shall retain primary responsibility for its patients/clients/customers.
 7. The Facility acknowledges the risk of the spread of COVID-19 in the workplace and has implemented enhanced health and safety measures, in accordance with guidelines from the U.S. Centers for Disease Control and Prevention, and of other regulatory institutions, in response to the COVID-19 pandemic. The Facility shall ensure that such health and safety measures are afforded to, and provided for, all students assigned to the Facility.

V. UNIVERSITY'S OBLIGATIONS

1. The University will designate faculty or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising students.
2. The University will be responsible for developing and carrying out procedures for student selection and admission.
3. The University is an Arizona public institution of higher education and is self-insured through the Arizona Department of Administration Risk Management Division pursuant to Arizona Revised Statutes ("A.R.S.") §41-621, *et seq.* to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents.
4. The University reserves the right to withdraw any student from the assigned educational experience at the Facility when, in the University's judgment, the educational experience no longer meets the needs of the student or the Facility is not meeting its obligations as set forth in this Agreement.
5. The University shall ensure that students review and understand their responsibilities under this Agreement as outlined in Appendix A.

VI. STATE OF ARIZONA PROVISIONS

1. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
2. **Notice of Arbitration Statutes.** Pursuant to A.R.S. §12-1518, the parties acknowledge and agree, subject to the Arizona Board of Regents Policy 3-809, that both parties may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. §12-133.
3. **Conflict of Interest.** The parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. §38-511. The Facility certifies that no such conflict of interest currently exists and that there are no relevant facts or circumstances which could give rise to any actual or potential organizational or personal conflict of interest.
4. **Cancellation for Lack of Funding.** If the University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of this to the Facility and cancel this Agreement without further obligation of the University. Appropriation is a legislative act and is beyond the control of the University.
5. **Student Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations ("FERPA"). The Facility will not require any University students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation ("GDPR")) as a condition for receipt of any educational services, and any attempt to do so will be void. The Facility will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the student or as otherwise provided by

law. If this Agreement requires or permits the Facility to access or release any student records, then for the purposes of this Agreement only, the University designates the Facility as a “school official” for the University under FERPA, as that term is used in FERPA.

6. **Representations Regarding Relationship and Use of University Marks.** Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to the student educational experience or placement program contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that a party is otherwise associated with the other party without first obtaining express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without prior written authorization from the other party.
7. **Inspection and Audit.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the University, or the Auditor General of the State of Arizona, or their agents for five (5) years after the completion of this Agreement. Such records shall be provided at Northern Arizona University, Flagstaff, Arizona, or such other location as designated by the University, upon reasonable notice to the Facility.
8. **Arizona Public Records Laws.** The Facility acknowledges that the University is a public entity subject to the provisions of the Arizona Public Record Laws, A.R.S. §§ 39-121, *et seq.*

VII. MISCELLANEOUS

1. Neither party shall assign this Agreement without the prior written consent of the other party.
2. Each party to this Agreement shall be responsible for each party’s own costs for performance of its respective obligations. The parties do not currently anticipate the need for a budget but will create one should the need arise.
3. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement and all claims arising out of or relating to this Agreement shall be governed exclusively by the laws of the State of Arizona, the courts of which shall have jurisdiction over its subject matter.
4. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent (“force majeure event”), including but not limited to acts of God, war, civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, known or suspected threats of illness, epidemics, pandemics, or government regulation. This Agreement may be terminated without further obligation or penalty, including cancellation fees or liquidated damages, of either party upon written notice from the affected party to the other party of such force majeure event.
5. This Agreement may be executed in counterparts, each of which will be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original

Agreement for all purposes. Signatures of the parties transmitted by electronic means shall be deemed to be their original signatures for all purposes.

6. Any notice to the parties shall be in writing and shall be deemed given if delivered in person, electronic mail with delivery receipt, or three (3) days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

To Facility:

Fort Bend County Health & Human Services
Barbara A. Edwards, M.Ed, LPC-A, NCC
4520 Reading Rd
Rosenberg,, TX 77471
Phone: 832-490-6128
Email: barbara.edwards@fortbendcountytexas.gov

To University:

Social Work
PO Box 15350
Flagstaff, AZ 86011
Phone: 9285237298
Email: julie.fritzler@nau.edu

with a copy to:

Northern Arizona University
Contracts, Purchasing and Risk Management
PO Box 4124
Flagstaff, AZ 86011
Phone: (928) 523-4557
Email: NAU-Contracts@nau.edu

The undersigned have read the foregoing Agreement and, as authorized signatories of the undersigned respective entities, hereby agree to be bound by it.

University: Arizona Board of Regents for
and on behalf of Northern
Arizona University

Signature: Heidi C. Wayment

Print Name: Heidi Wayment

Title: Interim Dean, SBS-NAU

Date: 8/10/22

Facility: Fort Bend County Health &
Human Services

Signature: K.P. George
County Judge K.P. George

Print Name: K.P. George

Title: Fort Bend County Judge

Date: July 26, 2022

APPENDIX A

STUDENT RESPONSIBILITY STATEMENT

This acknowledgment is made by the student identified below to acknowledge certain duties and responsibilities with regard to participation in an educational experience in the Arizona Board of Regents for and on behalf of Northern Arizona University ("University") program at the location where the educational experience takes place ("Facility").

DUTIES AND RESPONSIBILITIES OF STUDENT

1. The student will complete and be responsible for the cost of providing all health forms, health insurance, testing, and certificates requested by the Facility.
2. The student will comply with all applicable policies, procedures, and rules of the Facility.
3. The student will participate in orientation, required mandatory education, and skill training as required by the Facility.
4. The student will demonstrate professional behavior appropriate to the environment, including adhering to the Facility's established dress code and maintaining high standards at all times.
5. The student will follow the policies, rules, and regulations of the Facility, including those regarding confidentiality of information.
6. The student's conduct at all times, both at the Facility and outside normal business hours, will be in a personally and professionally ethical manner.
7. The student will make appropriate arrangements for transportation and housing, if necessary, and be responsible for all travel and living expenses incurred in relation to the educational experience.
8. The student agrees that University may share information received from a student's Criminal Background Check and Drug Testing with the Facility, if applicable.
9. The student will conform to the work schedule of the Facility and make up time and work missed during unavoidable illnesses, in consultation with Facility supervisor, the student's University placement coordinator and/or instructor.
10. The student will obtain prior written approval from University and the Facility before publishing or presenting any material relating to the educational experience outside the normal educational settings of the University.
11. The student acknowledges the inherent risk of exposure to COVID-19 which exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By participating in the program, the student assumes all risks related to exposure to COVID-19.

I HAVE READ AND UNDERSTAND THIS ACKNOWLEDGMENT AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS:

Student Name: _____
(Please type or print)

Student Signature

Date