

FIELD EXPERIENCE AGREEMENT

Between

GRAND CANYON UNIVERSITY

and

GLOUCESTER COUNTY

For

EDUCATIONAL/FIELD EXPERIENCE PROGRAM

THIS AFFILIATION AGREEMENT ("AGREEMENT") is entered into by and between COLLEGE OF NURSING AND HEALTH CARE PROFESSIONS at GRAND CANYON EDUCATION INC. d/b/a/GRAND CANYON UNIVERSITY, with its principal place of business located at 3300 West Camelback Road Phoenix, AZ 85017 (hereinafter referred to as "COLLEGE") and GLOUCESTER COUNTY (hereinafter referred to as "FIELD EXPERIENCE SITE"), with its principal place of business located at 204 E. Holly Ave, Sewell, NJ 08080. This agreement shall replace or supersede all other agreements between the parties.

WHEREAS, FIELD EXPERIENCE SITE wishes to share its facilities with the COLLEGE in the preparation of students by making its resources available to the faculty from the COLLEGE for the instruction of students.

WHEREAS, the COLLEGE and FIELD EXPERIENCE SITE share the common objective of: (1) developing and maintaining high quality services through which progressive learning experiences can be provided, and (2) increasing interaction between the academic faculty and field site staff for the best utilization of available teaching facilities and expertise.

NOW, THEREFORE, for and in consideration of the foregoing objectives and in further consideration of the covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

SECTION 1

RESPONSIBILITIES OF THE COLLEGE

1.1 Administrative Personnel and Faculty. The COLLEGE, without cost to FIELD EXPERIENCE SITE, shall provide an administrative framework and a teaching faculty for the COLLEGE, adequate in number, qualifications and competence to develop and carry forward its courses. The COLLEGE shall be responsible for planning and implementing the field experience by the selection, supervision, counseling and evaluation of the students. All students will have general, instructional supervision by COLLEGE faculty. Students from the COLLEGE will participate in the field experience program at FIELD EXPERIENCE SITE with the supervision of COLLEGE or FIELD EXPERIENCE SITE preceptors.

1.2 Standards of Education. The COLLEGE shall retain ultimate responsibility for the education program and maintenance of the standards of instruction. The program and standards provided will be of a form and type sufficient to meet the requirements for university credits and accreditation, as well as the requirements for the applicable State Board of Nursing and regulatory bodies. The COLLEGE shall be responsible for notifying FIELD EXPERIENCE SITE of any loss or reduction of accreditation, licensing and credentials of the COLLEGE, its personnel and/or students.

1.3 Goals for Students. The objectives for student field experience will be submitted to FIELD EXPERIENCE SITE, prior to the actual field experience upon request of FIELD EXPERIENCE SITE.

1.4 Variance (Incident) Reports. Student errors must be documented, utilizing the Variance or Incident Report form used by the facility, and processed according to FIELD EXPERIENCE SITE's policy/procedure.

1.5 Responsibility and Provision for Students. Subject to FIELD EXPERIENCE SITE's overall supervisory responsibility for client services, the tuition, welfare, control, discipline and activities of all students shall be the responsibility of the COLLEGE and it will make uniform and adequate provisions therefore in accordance with COLLEGE policies. The COLLEGE agrees that students and faculty are not employees of FIELD EXPERIENCE SITE for any purpose including workers' compensation or any other benefits.

1.6 Non-Liability of FIELD EXPERIENCE SITE. The COLLEGE will assume and maintain supervision of overall administrative, teaching, and student personnel and none of such personnel shall be deemed to be the employees or agents of FIELD EXPERIENCE SITE. FIELD EXPERIENCE SITE shall not be liable for any COLLEGE salaries or compensation whatsoever, and no COLLEGE personnel shall have any right or claim to any benefit or privilege as an employee or agent of FIELD EXPERIENCE SITE. The COLLEGE will assume liability for the acts and omissions of all its administrative, faculty and student personnel and shall indemnify and hold harmless FIELD EXPERIENCE SITE, its appointed boards, officers, employees and agents from any and all liabilities, claims, demands, and/or suits of any kind resulting from such personnel's acts or omissions. In the event one or more of the students or COLLEGE faculty should, independent of this Agreement, be employed by FIELD EXPERIENCE SITE, this Article shall not apply during the hours in which each student or COLLEGE faculty is performing his/her employed services to FIELD EXPERIENCE SITE.

1.7 Insurance. Upon request, the COLLEGE will provide to FIELD EXPERIENCE SITE certificates of coverage showing that the COLLEGE is maintaining in effect during the entire term of this Agreement, at its sole cost and expense, the following insurance types and amounts:

- (a) Commercial general liability insurance on a standard comprehensive occurrence form with a minimum combined single limit of not less than \$1 million.

- (b) Professional liability insurance (errors and omissions) on an occurrence or claims made basis with a limit of not less than \$2 million per occurrence or wrongful act and \$4 million yearly aggregate.
- (c) The COLLEGE shall provide notification to FIELD EXPERIENCE SITE prior to cancellation, termination, non-renewal, or material alteration of any policy.
- (d) Failure by the COLLEGE to maintain the required insurance during any period of this Agreement shall give FIELD EXPERIENCE SITE the right to terminate this Agreement and FIELD EXPERIENCE SITE shall be entitled to recover from the COLLEGE all damages caused by the failure to obtain and maintain insurance as required under this Agreement.

1.8 Health Insurance. The student is responsible for providing his or her own health insurance. In the event of an emergency, FIELD EXPERIENCE SITE will provide such emergency care as is provided its employees. The student will be responsible for any charge thus generated.

1.9 Health Requirements. COLLEGE faculty and students shall be required to comply with the health standards applicable to agency employees. Upon request, COLLEGE shall require students, at their own expense, to provide health status reports including drug screening and criminal background status reports to the FIELD EXPERIENCE SITE prior to participation. In the event adverse information is obtained from any/or all of these reports, the student shall be disqualified from participation at the FIELD EXPERIENCE SITE.

1.10 Advise Students of these Obligations. The COLLEGE has the responsibility of advising the students of their obligations toward FIELD EXPERIENCE SITE, the COLLEGE, and all participants in the education process.

1.11 Performance Evaluation. The COLLEGE shall provide FIELD EXPERIENCE SITE with a performance evaluation tool to be completed for each student by FIELD EXPERIENCE SITE, as applicable.

1.12 Policies, Rules, and Regulations. COLLEGE shall instruct each student that he/she shall follow all administrative policies, standards and practices of FIELD EXPERIENCE SITE while participating in the field experience to the extent that FIELD EXPERIENCE SITE's rules and regulations do not contradict COLLEGE'S rules and regulations.

1.13 Maintain Privacy of Participant Records. COLLEGE shall comply with the FIELD EXPERIENCE SITE'S applicable policy regarding the Health Insurance Portability and Accountability Act (HIPAA) and shall not disclose any records concerning a participant to any third party without the prior written consent of FIELD EXPERIENCE SITE.

SECTION 2

RESPONSIBILITIES OF FIELD EXPERIENCE SITE

2.1 Maintenance of Participant Services. FIELD EXPERIENCE SITE understands and agrees that it is responsible for developing and maintaining services to all of its participants including those participants involved in the FIELD EXPERIENCE SITE with students. And that it will provide an adequate, competent staff to be responsible for these services and that these will not be performed by the faculty and students of the COLLEGE except as they relate to the FIELD EXPERIENCE SITE of the students.

2.2 Non-Liability of COLLEGE. FIELD EXPERIENCE SITE will assume and maintain complete control and supervision over all administrative and staff personnel and no such personnel shall ever be deemed to be the employees or agents of the COLLEGE. FIELD EXPERIENCE SITE shall assume and maintain responsibility for participant. No such personnel shall ever be deemed to be the employees or agents of the COLLEGE. The COLLEGE shall not be liable for any FIELD EXPERIENCE SITE salaries or compensation whatsoever and no such personnel shall have the right or claim to any benefit or privilege as an employee or agent of the COLLEGE. FIELD EXPERIENCE SITE will assume sole and complete liability for the acts and omissions of all of its personnel.

2.3 Standards of Participant Care. FIELD EXPERIENCE SITE shall have the right and duty to fix, and it may alter, standards of participant care for participants within FIELD EXPERIENCE SITE facilities and in this connection agrees to take into consideration requests and suggestions by COLLEGE having to do with sound teaching. FIELD EXPERIENCE SITE shall maintain sound teaching necessary to maintain the COLLEGE'S accreditation, including accreditation by the applicable State's Department of Health Services.

2.4 Designation of Participants and Field Experience Areas. FIELD EXPERIENCE SITE shall have the sole right to determine and designate, and from time to time change, those participants, participant groups, field experience areas and field experience activity which may be included in the field experience teaching of the COLLEGE, and the COLLEGE agrees that it will faithfully observe all such designations and all restrictions and limitations imposed by FIELD EXPERIENCE SITE. Selection of individual student assignments will be the mutual responsibility of faculty instructors and site supervisors or their designee.

2.5 Coordination of Field experience. FIELD EXPERIENCE SITE, without cost to the COLLEGE will provide a contact whose responsibility will be: (i) to coordinate the field experience of accepted students; (ii) to make provisions for adequate orientation of students of the FIELD EXPERIENCE SITE's philosophies, rules, regulations, policies, programs, facilities and proper channels of communication; (iii) FIELD EXPERIENCE SITE shall participate in the evaluation of student performances at least once during the field experience, if applicable.

2.6 Inspection for Accreditation. FIELD EXPERIENCE SITE shall, on reasonable request, permit the inspection of facilities, records, and other items pertaining to the field experience by the COLLEGE or its accrediting agencies.

2.7 Request for Withdrawal of Unsatisfactory Students. Upon mutual agreement, FIELD EXPERIENCE SITE reserves the right, upon consultation with the COLLEGE, to require the dismissal or removal from the field experience any student (i) whose personal characteristics prevent desirable relationships with FIELD EXPERIENCE SITE, (ii) whose health status is a detriment to the student's successful completion of the field experience or to the welfare of participants or (iii) whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.

2.8 Facilities Provided by FIELD EXPERIENCE SITE. Upon request of COLLEGE, FIELD EXPERIENCE SITE agrees to make available to the COLLEGE certain facilities of FIELD EXPERIENCE SITE for use by the COLLEGE faculty without charge. Such facilities to include conference room space, classrooms and dining facilities for COLLEGE faculty and students, and the use of FIELD EXPERIENCE SITE's library(s) if available. The COLLEGE understands and agrees that the library student rules must be maintained, if applicable.

2.9 Access to FIELD EXPERIENCE SITE. The faculty and students shall have access to the designated participant care/service areas and services departments of FIELD EXPERIENCE SITE during periods of actual instruction and practice courses in the field experience areas. The COLLEGE faculty and students shall have access to the individual participant records of participants with whom they are working as required for instructional purposes.

2.10. Maintain Privacy of Student Records. FIELD EXPERIENCE SITE shall comply with the Family Education Rights and Privacy Act of 1974 and shall not disclose any records concerning a student or a student's participation in the field experience program to anyone other than the COLLEGE.

SECTION 3

RESPONSIBILITIES OF COLLEGE AND FIELD EXPERIENCE SITE

3.1 Independent Contractor. The parties hereto mutually agree that the relationship to exist between the COLLEGE and FIELD EXPERIENCE SITE is not a joint venture but is an independent contractor relationship and that neither shall be the agent of the other. The parties agree to promote a high quality of education and participant care and to seek to render the best service possible to the public. Shared performance between professional staff and student shall be encouraged as available during the experience in the field areas.

3. Nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent, employee or servant of either party when such person, absent of this Agreement and the performance thereof, would not in law have had such status. Nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by the parties hereto.

3.3 Non-Discrimination. Both parties, in connection with any service or other activity under this Agreement agree not to unlawfully discriminate against any person on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliations or belief. The COLLEGE and FIELD EXPERIENCE SITE will comply with Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (ADA) of 1991, Title IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973. The COLLEGE AND FIELD EXPERIENCE SITE will also comply with Executive Order 112-46, and will not discriminate against any person on the basis of race, color, sex, religion, national origin, age or handicap.

3.4 Good Faith - Attorneys' Fees and Costs. The parties desire that each raise only good faith disputes for arbitration and litigation. To discourage the bringing of such proceedings without a good faith reason, this provision is enacted. If either party fails to comply with any of the provisions of the Agreement and the other party takes action to enforce such provisions or to enforce any payment stipulated to in the Agreement the losing party will pay to the prevailing party reasonable costs and expenses, including attorneys' fees and the value of time lost by the prevailing party or any of its employees in preparation for or participating in any arbitration or litigation in connection therewith as determined by the court or arbitrator.

3.5 Applicable Law. The Agreement shall be subject to and governed by the laws of the state where the Facility is located, regardless of the fact that one or more of the parties now is or may become a resident of a different state.

SECTION FOUR

DURATION AND TERMINATION

4.1 Period of Agreement. This Agreement shall be effective when signed by all parties and shall remain in effect until either party terminates the agreement. Either party may terminate this Agreement within sixty (60) days written notice of original signature. In the event this Agreement is terminated, any student enrolled in any of the Programs at the time of termination will be permitted to continue his or her training and complete the Programs under the terms specified in this Agreement. This Agreement contains the entire understanding of the parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein.

Notice to the COLLEGE shall go to the following:

GRAND CANYON UNIVERSITY
3300 West Camelback Road
Phoenix, Arizona 85017
ATTN: CONHCP - OFE

Notice to the FIELD EXPERIENCE SITE shall go to the following:

GLOUCESTER COUNTY
2 S. Broad St.

Woodbury, NJ 08096
ATTN: Peter Mercanti

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to become effective on the date when executed by both parties.

GLOUCESTER COUNTY

COLLEGE OF NURSING AND
HEALTH CARE PROFESSIONS
GRAND CANYON UNIVERSITY

By: 
Title: Purchasing Director
Date: 8-26-16

By: 
Title: Dr. Melanie Logue, Dean CONHCP
Date: 8/23/16