

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF MICHIGAN
ON BEHALF OF
THE UNIVERSITY OF MICHIGAN-FLINT
COLLEGE OF HEALTH SCIENCES
SOCIAL WORK DEPARTMENT
AND
GENESEE COUNTY
ON BEHALF OF
THE GENESEE COUNTY HEALTH
DEPARTMENT**

This Affiliation Agreement (“Agreement”) is made and entered between the Regents of The University of Michigan, a Michigan Constitutional corporation, on behalf of the University of Michigan-Flint College of Health Sciences, Social Work Department (“University”), located in Flint, Michigan, and Genesee County on behalf of the Genesee County Health Department (“Site”) located in Flint, MI.

In order to fulfill the objectives of its Social Work Program, the University desires to obtain for its undergraduate or graduate students enrolled in the program on-site supervised educational experiences. The Site recognizes the need for and desires to aid in the educational development of social work professionals and is willing to make its employees and premises available for such purposes. This Agreement is designed to provide the University students with on-site supervised student educational experiences conducted by and at the Site for academic credit at the University. If the Site has more than one location, this Agreement shall encompass on-site supervised student educational experiences conducted at all Site locations, facilities, subsidiaries, and affiliates.

I. EDUCATIONAL PREPARATION OF STUDENTS

The University will assign students to the Site based on its assessment of students’ learning goals, educational interests, and relevant experience. The University will use its best efforts to ensure that students selected for participation in the student experience are prepared for effective participation in the student education phase of their overall program and will retain ultimate responsibility for the academic education of its students.

II. RELATIONSHIP OF THE UNIVERSITY AND THE SITE

A. The Site:

1. Will plan and administer all aspects of client services at its facilities. The Site shall have responsibility for the rendering of high quality client services and shall have final responsibility, authority, and supervision over all aspects of client services.
2. Will participate with the University and the students, where applicable, in the selection of learning opportunities in keeping with the objectives developed by the University for the student educational experience.
3. Will allow students to perform student educational experience activities under the supervision of registered, licensed or certified Site staff.

4. Will be guided by objectives of the students' learning in the provision of student educational experiences while the students are at the Site.
5. Will designate a suitable liaison person(s) to work with the University and the students, and, in the absence of such person, will designate a suitable alternate person to be available for such purposes.
6. Will orient the students to the rules, policies, regulations, and procedures of the Site.
7. Will provide students with assigned space and essential office equipment and supplies necessary for the student educational experience at the Site.
8. Will allow students access to the Site's library and other printed materials. Subject to necessity and prior arrangement, the Site may allow the University to temporarily place reference books in the Site for the students' use.
9. Will engage in the regular exchange of information between the University and the Site through either on-site visits arranged at a mutually convenient time, or written or telephone communications.
10. Will participate in post-program evaluation data-collection, where applicable.
11. Will provide emergency health care, if available, to students for illnesses or injuries incurred while students are on Site premises under this Agreement. Financial responsibility for such emergency health care shall rest with the individual students.
12. Agrees to the timely sharing of any information relating to possible concerns, disciplinary or otherwise, that Site may have, or of which Site is aware, relating to a student placed at Site pursuant to this Agreement. Site also agrees to provide timely responses to any other reasonable requests for information that University may make regarding a student placed at Site pursuant to this Agreement.

B. The University:

1. Acknowledges the Site's need to maintain its standard of service and its relationship within the community.
2. Will be responsible for curriculum planning, admission, administration, matriculation, faculty appointments, and promotions with respect to the University's academic Social Work program.
3. Will be responsible for the final evaluation of the students' performance. The University will provide the Site with student learning objectives to enable the Site to provide the University with information useful and/or necessary for such evaluation. The University, along with Site personnel, will evaluate the student educational experiences available within the Site.
4. Will coordinate student placements in the Site with the designated Site liaison and will provide the following information to the Site prior to the beginning of the student educational experience:

- a. the names of students to be placed with the Site no later than one (1) week prior to the beginning of each student educational experience at the Site;
 - b. the beginning and ending dates of the student educational experience at the Site;
 - c. learning objectives for the student educational experience; and,
 - d. the level of students (e.g., senior, fourth level students).
- 5. Will designate a qualified liaison person(s) to whom all communication from the Site may be sent and will provide for a regular exchange of information between the University and the Site through either on-site visits arranged at a mutually convenient time, or written or telephone communications.
 - 6. Will advise its students that students will be subject to the Site's policies, procedures, student protocols, rules, and regulations, including the Site's policy on uniforms and dress code, while participating in the student educational experience at the Site's facility(ies).
 - 7. Will, if requested by the Site, advise its students that each student will be required by the Site to provide directly to the Site evidence of student's completion of any immunization(s), physical examination(s), criminal background check(s), and/or drug screen(s) as may be required by the Site.

III. ACCEPTANCE/REFUSAL OF STUDENT; WITHDRAWAL/REMOVAL OF STUDENT

- A. It will be the responsibility of the Site to set its own professional eligibility standards and requirements for student participation in a student educational experience at the Site and to evaluate the student information provided to the Site by the student pursuant to Section II.B.7, above. If the Site determines that a student does not meet its professional eligibility standards and requirements to participate in a student educational experience at the Site, the Site will notify the student and the University of such determination in writing, including the basis for the Site's determination. The University will ensure that a student so identified by the Site does not participate in the student educational experience at the Site.
- B. The Site may take immediate action, without giving prior notice to the University, to temporarily remove a student from student educational experience activities at the Site to correct an emergent situation where the Site has deemed the student to be a risk to the safety and care of the Site's students, or to the safety of the Site's guests, employees, or the students themselves. The Site will notify the University in writing as soon as possible of the action taken, including the basis for the Site's determination.

- C. The Site reserves the right to permanently terminate the participation of a student in a student educational experience at the Site for a reasonable cause related to the Site's need to ensure the quality of student care and student safety. The Site will submit a written request to the University for the termination of a student's participation in a student educational experience at the Site, including the basis for the Site's determination, and the University will immediately take steps to comply with the request.

IV. STUDENT SUPERVISION

The Site shall have full supervisory authority and responsibility over the students while they are at the Site pursuant to this Agreement. No University faculty will be assigned to the Site.

V. STUDENT/EMPLOYEE STATUS

The Site understands and agrees that the students shall not be deemed employees of the Site for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, Social Security, or any other purpose due to their participation in the internship with the Site pursuant to this Agreement. The Site further understands and agrees that students will be in a learning situation and that the primary purpose of their placement with the Site pursuant to this Agreement is for learning. The Site will maintain the quality of client care/services without relying on the students' practicum placement learning experience activities for staffing purposes. The Site is also encouraged to provide a stipend to each student for the students' practicum placement learning experience activities but is under no obligation to do so. If a student is also an employee of the Site, the Site agrees that the student's learning experience-specific activities will at all times be planned, conducted, supervised, and kept separate from the student's activities and duties as a Site's employee.

VI. CONFIDENTIALITY

- A. The University shall inform its students of and advise that they must act pursuant to all applicable federal and state laws and regulations regarding confidentiality of client/student information and records, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The parties acknowledge that many student records and other personally identifiable information regarding students ("Education Records") are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. § 99.1 et seq. Site shall not release information contained in these Education Records, but shall instead refer all requests for information respecting such Education Records to University.
- C. Notwithstanding anything else herein, nothing in this Agreement shall prevent either party from producing documents or disclosing information that is required by law (such as the Michigan Freedom of Information Act [FOIA]) or a valid production document (such as a warrant or subpoena).

VII. NON-DISCRIMINATION

Each party shall accept, assign, supervise, and evaluate qualified students regardless of race, sex, color, religion, creed, national origin or ancestry, age, marital status, disability, veteran status,

height, or weight, in accordance with federal and state law. In addition, the University does not discriminate on the basis of sexual orientation (including gender identity and gender expression) in accordance with the policies of the University of Michigan.

VIII. INSURANCE

- A. The University is self-insured and shall maintain in full force and effect for the term of this Agreement, and any renewals thereof, the following occurrence-based insurance covering the University and its students: 1) commercial general liability insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate; 2) professional liability insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate; however, the University's insurance coverage for the students only extends to the students' learning experience-specific activities. The University will provide the Site with current certificates of insurance, upon request.
- B. The Site shall maintain in full force and effect for the term of this Agreement, and any renewals thereof, the following occurrence-based insurance or self-insurance covering the Site and its employees: 1) commercial general liability insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate; and, 2) professional liability insurance with minimum limits of coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The Site will furnish the University with current certificates of insurance, upon request.
- C. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of such will not relieve either party of its liabilities and obligations under this Agreement.

IX. RESPONSIBILITY FOR ACTIONS

To the extent permitted by law, each party will remain responsible only for its own acts and omissions and the acts and omissions of its employees, officers, directors, and affiliates. A party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement.

X. TERM AND TERMINATION

The term of this Agreement shall commence as of the date of last signature by the parties and shall continue for five (5) years, unless terminated as set forth in this Section. This Agreement may be terminated by either party, provided written notice of this effect is given to the other party at least ninety (90) days prior to the proposed date of termination. In the event of termination or expiration of this Agreement, the parties shall cooperate and use their reasonable best efforts to let any students complete their student educational experience already in progress at the Site.

XI. AMENDMENT

No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.

XII. NOTICES

Any and all notices required to be given under this Agreement shall be directed to:

Site:	Attn: Ashley Herbig, MAS Title Quality, Licensure & Emergency Response Administrator Genesee County Health Department 630 S. Saginaw St., Ste 4 Flint, MI 48502 Ph: 810-341-5239 Email: aherbig@geneseecountymi.gov	
University:	Attn: Julie Ma, PhD, MSW Director Social Work Department University of Michigan-Flint 303 E. Kearsley St. WSW, Rm. 4203 Flint, MI 48502 Ph: (810) 762-3390 Email: majul@umich.edu	Copy to: Attn: Julie Insalaco Contract Administrator Senior Financial Services & Contracts University of Michigan-Flint 303 E. Kearsley St. Northbank Center, Suite 504 Flint, MI 48502 Ph: 810.762.3487 Email: jinsalac@umich.edu

XIII. SOVEREIGN IMMUNITY

The parties acknowledge that the University of Michigan is a corporation created under the Michigan Constitution and retains all rights, immunities, and defenses provided under the Michigan and U.S. Constitutions and applicable federal and state law with regard to any claim, demand, or action arising out of this Agreement.

XIV. MISCELLANEOUS

- A. There will be no monetary consideration paid by either party to the other under this Agreement, it being acknowledged that the program provided hereunder is mutually beneficial. The parties will cooperate in administering this Agreement in a manner which will tend to maximize the mutual benefits provided to the University and the Site.
- B. This Agreement is intended solely for the mutual benefit of the parties thereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Site and the University; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, employer or prospective employer of any student.
- C. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.

- D. Each party agrees it will not use the other party's names, marks, or logos in any advertising, promotional material, press release, publication, public announcement, or through other media, whether written, oral, or otherwise, without the prior written consent of the other party. Prior written consent will not be required for use of the other party's name in the context of factual or descriptive statements regarding the subject matter of this Agreement.
- E. Neither Site nor the University shall be liable for failure to perform its respective obligations under the Agreement when failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic or epidemic, or like causes beyond the reasonable control of the party ("Force Majeure Event"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, the party shall: (a) as soon as practicable notify the other party in writing of the Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for the University. In the event that any Force Majeure Event delays a party's performance for more than thirty (30) calendar days following notice by the delaying party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter, and all prior discussions, agreements, and understandings between the parties regarding the subject, whether oral or in writing, are hereby superseded by this Agreement.

XVI. SIGNATURE AUTHORITY

Each party represents and warrants that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party.

(Signature page to follow)

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

By: _____
Abby Parrill-Baker, PhD.
Provost and Vice Chancellor for Academic Affairs The
University of Michigan-Flint

Date: _____

Acknowledged by:
UNIVERSITY OF MICHIGAN-FLINT
COLLEGE OF HEALTH SCIENCES

By: _____
Donna Fry, PT, PhD, CHC
Dean

Date: _____

By: _____
Julie Ma, PhD, MSW
Director, Social Work Department

Date: _____

GENESEE COUNTY ON BEHALF OF THE GENESEE COUNTY HEALTH DEPARTMENT

By: _____
Delcristo J. Loyd
Chairman, Genesee County Board of Commissioners

Date: _____