

Clinical Training Affiliation Agreement Between Michigan State University and
Genesee County on Behalf of Genesee County Health Department

This Affiliation Agreement (“Agreement”) is made and entered between Michigan State University for its College of Human Medicine with primary offices located in East Lansing, Flint, and Grand Rapids (“University”) and Genesee County on behalf of the Genesee County Health Department (“GCHD”), located in Flint, Michigan. This Agreement encompasses all University undergraduate medical programs.

To fulfill the objectives of training undergraduate medical students in community, population and public health, the University desires to obtain for its students enrolled in the program opportunities to engage in public health activities. These activities can include on-site supervised clinical experiences and/or other applied practice-oriented public health experiences and/or projects.

GCHD recognizes the need for and desire to aid in the educational development of health professionals and enhance cross-training of medical professionals in the field of public health and is willing to make its employees and premises available for such purposes. This Agreement is designed to provide the University students with clinical and applied-practical educational experiences through GCHD to fulfill University academic credit or requirements for its allopathic medicine degree. If the GCHD has more than one (1) location, this Agreement shall encompass all supervised (direct and indirect) educational experiences conducted at all GCHD locations, facilities, subsidiaries, and affiliates.

I. Educational Preparation of Students

The University has sole responsibility for the education and clinical training program of students, including the appointment and assignment of faculty with the responsibility for teaching the students. The University will use its best efforts to ensure that students selected from participation in the clinical experiences available at the health department are prepared for effective participation in the clinical education phase of their program overall and will retain ultimate responsibility for the academic education of its students. The University will also use its best efforts to ensure that students seeking applied-practical public health experiences are prepared for effective participation.

II. Relationship of the University and GCHD

A. GCHD:

1. Will plan and administer all aspects of client/patient care and clinical services at its facilities. GCHD shall have responsibility for the rendering of high-quality client/patient care and clinical services and shall have final responsibility,

authority, and supervision over all aspects of client/patient care and clinical services. GCHD may require that the University provides an appropriately trained faculty member to oversee students during the provision of clinical services on-site, but ultimate responsibility for provision of clinical services falls under the responsibility of GCHD.

2. Will maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur, including but not limited to providing students with assigned space and essential office equipment and supplies, access to GCHD's library and other printed materials, computer access, security badges, and secured storage space for student personal items.
3. 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 of the educational experiences. For clinical experience, nothing in the agreement will prevent any patient from requesting not to be a "teaching" patient or prevent GCHD from designating a patient as a nonteaching patient.
4. Will be guided by the objectives of the students' learning as outlined by their specific program while the students are at GCHD. GCHD and University share the responsibility for creating an appropriate learning environment that includes formal learning activities and the attitudes, values and informal lessons conveyed by individuals interacting with the students.
5. Will designate a qualified liaison person(s) to work with the University and the students to whom all communication from the University may be sent.
6. Will orient the students to the relevant rules, policies, regulations and procedures of GCHD, including departmental and/or clinical policies and procedures when applicable.
7. Will engage in the regular exchange of information between the University and GCHD through either on-site visits arranged at a mutually convenient time, or written, electronic, or telephone communications. This exchange of information will also include the timely sharing of information relating to possible concerns, disciplinary or otherwise, that GCHD may have, or of which GCHD is aware, relating to the student placed at GCHD pursuant of this Agreement. GCHD also agrees to provide timely response to any reasonable requests for information that the University may make regarding a student placed at GCHD pursuant of this agreement.
8. Will participate in post-program evaluation data-collection, when applicable.
9. Will comply with all applicable state and federal workplace safety laws and regulations.
10. Will provide emergency health care, if available, to students for illnesses or injuries incurred while students are on GCHD premises under this Agreement. In the event GCHD does not have the resources to provide such emergency health care, GCHD will refer the student to the nearest emergency facility. Financial responsibility for such emergency health care shall rest with the individual students.

11. Will, if requested by University, notify preceptor that University may require preceptor to provide resume or curriculum vitae information to satisfy University accreditation requirements.

B. The University:

1. Acknowledges GCHD's need to maintain its standard of service and its relationship with the community.
2. Will be responsible for curriculum planning, admission, administration, matriculation, faculty appointments, and promotions with respect to the University's medical education program.
3. Will be responsible for the final evaluation of the students' performance. The University will provide GCHD with all relevant learning objectives, as specified by each specific program/department, to enable GCHD to provide the University with information useful and/or necessary for such evaluation. The University, along with GCHD personnel, will evaluate the educational experiences available within GCHD.
4. Will coordinate student placements/experiences at GCHD with the designated GCHD Site liaison and, when applicable, will provide the following information to the GCHD Site Liaison prior to the beginning of the educational experience:
 - a. The names of students to be participating in any sort of educational experience (clinical or applied-practical) no later than one (1) week prior to the scheduled educational experience at GCHD;
 - b. The beginning and ending dates of the students' educational experience at GCHD;
 - c. Learning objectives for the educational experience; and,
 - d. The level of students (e.g. first year, second year, etc.).
5. Will designate one point of contact or a qualified liaison person(s) for each program/department to whom all communication from GCHD may be sent and will provide for regular exchange of information between the University and GCHD through either on-site visit arranged at a mutually convenient time, or written, electronic, or telephone communications.
6. Will advise its students that students will be subject to GCHD's policies, procedures, clinical procedures and protocols (when applicable), rules and regulations, including GCHD's policy on uniforms and dress code, while participating in any educational experience at GCHD.
7. Agrees that all students participating in clinical educational experiences will be instructed in the OSHA Bloodborne Pathogens Standard, either through the University or through GCHD.
8. Will allow only those students who have met all the University's requirements to participate in educational experiences at GCHD. To the extent that GCHD desires student information beyond that which University requires, GCHD will seek that information directly from each student.
9. Understands that nothing in this Agreement prevents GCHD from honoring the request of any patient/client to not be a teaching patient and/or work with students; or prevents any member of the GCHD staff from either designating any

patient as a non-teaching patient or designating any specific activity as outside the scope of a student.

III. Acceptance/Refusal of Student: Student Withdrawal/Removal

- A. It will be the responsibility of GCHD to set its own professional eligibility standards and requirements for student participation in educational experiences at GCHD and to evaluate the student information provided to GCHD by the University and/or the students pursuant to Section II.B.8, above. If GCHD determines that a student does not meet its professional eligibility standards and requirements to participate in an education experience (clinical or applied-practical) at GCHD, GCHD will promptly notify the student and the University of such determination in writing, including the basis for GCHD's determination. The University will ensure that a student so identified by GCHD does not participate in the educational experience at GCHD.
- B. GCHD may take immediate action, without giving prior notice to the University, to temporarily remove a student from educational experience activities at GCHD to correct and emergent situation where GCHD has deemed the student to be a risk to the safety and care of GCHD's patients/clients, guests, employees, or the student themselves. GCHD will immediately notify the University in writing of the action taken, including the basis for GCHD's determination.
- C. GCHD reserves the right to permanently terminate the participation of a student in an educational experience (clinical or applied-practical) at GCHD for a reasonable cause related to GCHD's need to ensure the quality of patient care and safety, as well as overall services provided to the public. GCHD will submit a written notice to the University that the student's participation in the educational experience at GCHD should be terminated. Such notice may include the basis for GCHD's determination, and the University will immediately comply with GCHD's notice.

IV. Student Supervision

- A. The Health Department maintains primary responsibility for the care and provision of services, both clinical and non-clinical, to their clients. However, the University may be required to provide appropriately trained and licensed faculty to offer onsite supervision of students. In such cases, if applicable:
 - 1. The University will ensure that faculty supervisors are properly trained, licensed, and credentialed to perform the activities they oversee.
 - 2. Faculty supervisors and students must adhere to all institutional and clinical policies and procedures established by the Health Department.
 - 3. The level of student participation and supervision (direct or indirect) will be determined by the faculty supervisor in collaboration with Health Department staff, considering factors such as the student's level of training, the complexity of care, and patient consent.
 - 4. The Health Department will provide necessary orientation and training to faculty supervisors and students regarding specific institutional protocols and procedures.

5. Faculty supervisors will be responsible for reviewing and independently verifying all student findings, including documentation of patient history, physical examination, and treatment plans.
6. The University and Health Department will maintain open communication channels to ensure effective collaboration and address any concerns regarding student supervision or patient care.
7. Both parties agree to comply with all applicable state and federal laws, as well as third-party payer rules and regulations related to student supervision in clinical settings.

V. Student/Non-Employee Status

The University's students shall not be deemed to be employees of GCHD or the University for the 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 any educational experience at GCHD pursuant to this Agreement. The parties understand and agree that the primary purpose of the students' placement at a GCHD clinical site or participation in applied practical educational opportunities/activities is to receive an education experience as a part of the student's academic curriculum. It is further understood that students shall not at any time replace or substitute any employee of GCHD, nor shall students perform any of the duties normally performed by an employee of GCHD, except such duties as are a part of their training and are performed by the students under the supervision of a GCHD employee, or University faculty in accordance with GCHD policies and procedures, pursuant to Section IV.A.1-7, above.

VI. Confidentiality

- A. The University shall advise its students that they must act pursuant to all applicable federal and state laws and regulations regarding confidentiality of client/patient 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 the University's 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. The Clinical Site shall not release information contained in these Education Records, but shall instead refer all requests for information respecting such Education Records to the 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) with notice of such disclosure promptly provided to the other party.

- D. The University shall inform its students that GCHD will require them to execute the Genesee County's Release of Liability Waiver as shown on Attachment A and the Genesee County Health Department Volunteer and Confidentiality Agreement as shown on Attachment B, prior to the start of their educational experience at GCHD.

VII. Non-Discrimination

University and GCHD will not discriminate against any employee, applicant, or student enrolled in their respective programs because of age, color, gender, gender identity, disability status, height, marital status, national origin, political persuasion, race, religion, sexual orientation, veteran status, weight, or any other basis protected by law. Each party will have and communicate procedures to the other for an employee, applicant, or student to report an actual or perceived incident of discrimination or harassment. Notice of any alleged incident of discrimination or harassment arising under this Agreement will be promptly communicated to the other party to the extent allowed under existing privacy and other state and federal laws. A breach of this section will be a material breach of this Agreement.

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 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. The University will provide GCHD with current certificate of insurance, upon request.
- B. Genesee County on behalf of GCHD 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 GCHD 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) Public Officials 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. Genesee County on behalf of GCHD 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 liability 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. No Monetary Obligation

There shall be no monetary consideration paid by either party to the other, its being acknowledged that the education experiences provided hereunder are mutually beneficial.

XI. Terms and Termination

The term of this Agreement shall commence as of the date of the 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 given to the other party at least six (6) months 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 educational experiences already in progress at GCHD.

XII. Amendment

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

XIII. Notices

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

GCHD: Attn: Michela Corsi
Genesee County Health Department
630 S Saginaw
Flint, MI 48502-1525
Ph: (810)237-4544

University

Attn: Andrea Wendling, MD

Michigan State University College of Human Medicine

Sr, Associate Dean, Academic Affairs

965 Wilson Rd., E. Fee Hall – Ste. A102, East Lansing, MI 48824

wendli14@msu.edu or 517-353-1730

with a copy to Mike Braem, JD, Contract Manager, braemmic@msu.edu

XIV. Governing Law, Construction and Venue: Sovereign Immunity

- A. This Agreement shall be governed by and construed under the laws of the State of Michigan regard for principles of choice of law. Any claims, demands, or actions asserted against the University shall be brought in the Michigan Court of Claims. GCHD, its successors and assigns, consent to the jurisdiction of a court with applicable subject matter jurisdiction sitting in the State of Michigan with respect to any claim arising under this Agreement.
- B. The parties acknowledge that Michigan State University is a Constitutional body corporate and that Genesee County is a body corporate created under the Michigan Constitution and, as such, each party retains whatever rights, immunities, and defenses are provided to that party 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.

XV. Miscellaneous

- A. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the parties.
- B. Each party agrees it will not use the other party's names, marks, or logos in any advertising, promotional materials, 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.
- C. Neither GCHD 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 responsible 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 form 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.

XVI. Entire Agreement

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

XVII. 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.

Attachments:

A– Release of Liability

B– Student Volunteer and Confidentiality Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

For the County

For the University

By: _____

By: _____

Delrico Lloyd, Chairman
Genesee County Board of Commissioners

Thomas D. Jeitschko, PhD
Interim Provost & Executive Vice
President, Academic Affairs

By: _____

Jennifer Johnson
Chair, CS Mott Dept. of Public Health



GENESEE COUNTY

OFFICE OF FISCAL SERVICES

Risk Management Division

1101 Beach Street, 3rd Floor Flint, Michigan 48502-1453

Phone: (810) 257-2628 Fax (810) 257-3502

Chrystal Simpson
Chief Financial Officer

Katie Schoening
Risk Manager

RELEASE OF LIABILITY

PLEASE READ CAREFULLY

I, _____, for myself, my heirs, and my personal representatives hereby assume all risk of personal injury or death, and property damage or loss from whatever causes arising, while I am on County premises and/or while I am engaged in my employment with Genesee County, Genesee County Health Department and release Genesee County, its officers, agents and employees from any liability therefore, directly or indirectly, and will defend, indemnify and save harmless the County, its officers, agents and employees from any such liability, whether or not arising out of negligent or willful actions or the failure to act on the part of the County, its officers, agents and employees. The consideration for my agreement herein is my being allowed to engage in the activity identified above. (Further, I certify that I am over 18 years of age.)

Dated this _____ day of _____, 20__.

Signature

Witness

If participant is under the age of 18 years, the following section must be completed.

I, _____, being a parent or legal guardian of _____, a child, for myself, my heirs and my personal representatives, hereby agree to defend, indemnify, and save harmless Genesee County, its officers, agents, and employees, from any action brought by or on behalf of the above-named child arising out of the activity identified above. The consideration for my agreement herein is the County allowing said child to engage in such activity.

Dated this _____ day of _____, 20__

Signature

Genesee County Health Department

Volunteer and Student Confidentiality Agreement

I, _____, understand that it is the policy of the Genesee County Health Department to abide by federal and state regulations and Health Department policies and procedures pertaining to confidentiality and security of clients' protected health information. I will respect the confidentiality of all information collected by the Health Department.

I understand that during my volunteer/student assignments I may have access to client information that is not available to the public. I further understand that I must exercise strict precautions in order to protect this information from intentional or unintentional unauthorized access, use, modification, disclosure, or destruction.

I understand that it is my responsibility to protect client information by:

- ❖ Using client information only for the purpose of performing my volunteer/student assignment.
- ❖ Never accessing or using client information out of curiosity, or for personal interest or advantage.
- ❖ Directing any questions regarding client information to Health Department staff.
- ❖ Never showing, discussing, or disclosing client information to or with anyone who does not have the legal authority or the "need to know".
- ❖ Not discussing any client information except in the performance of job-related duties, being especially mindful that these discussions should not occur in public areas.
- ❖ Never discussing clients outside of the clinic setting.
- ❖ Not leaving client information unattended at my workstation.
- ❖ Never removing client information from the work area without authorization.
- ❖ Returning all items and information in my possession when my assignment is complete.
- ❖ Following all applicable Health Department policies and procedures for protecting privacy and security of information.

Penalties

Unauthorized access, use, modification, disclosure, or destruction of a client's Protected Health Information is prohibited by state and federal laws, as well as Health Department policy. The penalties for unauthorized access, use, modification, disclosure, or destruction may include disciplinary action up to and including discharge from volunteer service or student placement and/or criminal or civil action.

I have read, understand and agree to abide by the Confidentiality Statement printed above.

Print Full Name (first, middle initial, last)

Student/volunteer

Signature

Date Signed

I have reviewed with the volunteer/student state and federal laws as well as Health Department policy concerning client Protected Health Information

Print Full Name (first, middle initial, last)

Health Department Supervisor

Signature

Date Signed