

MICHIGAN STATE UNIVERSITY

PRACTICUM EXPERIENTIAL EDUCATION AFFILIATION AGREEMENT

Agreement made this 3rd day of December, 2024, by and between Genesee County, 1101 S. Beach St., Flint, MI 48502, hereinafter called County, for its Health Department, 630 S. Saginaw Street, Flint, MI 48502, hereinafter called Facility, and Michigan State University for its College of Human Medicine C.S. Mott Department of Public Health, a constitutional body corporate of the State of Michigan, with a primary location at 15 Michigan St., NE, Grand Rapids, MI 49503, hereinafter called the University.

WHEREAS, the parties wish and intend by this Agreement to set forth the terms and conditions of engaging in a program for practicum experiential education at the Facility of students enrolled in the University's Master of Public Health Program.

IT IS THEREFORE AGREED AS FOLLOWS:

1. **Education Program.** The University shall, in consultation with representatives of the Facility, plan and administer the educational program for its students at the Facility and shall assume the following responsibilities:

A. The University shall provide the Facility with its overall plan for the use of facilities at least one month prior to the commencement of each academic semester. The plan shall include details of the University's educational program at the Facility, including the objectives, and approximate number of students for each term, dates, times, and levels of each student's academic preparation. The University shall modify its educational program as necessary to accommodate the reasonable requirements of the Facility as long as it does not jeopardize the integrity and educational aspect of the program for practicum experiential education.

B. The University will provide the names of students as soon as possible after registration for each semester, but in no event later than one week before the beginning of the practicum experience at the Facility.

C. The University shall instruct all of its students assigned to the Facility with regard to compliance with all of the Facility's rules, regulations, policies, and procedures as provided by the Facility, including but not limited to those relating to the confidentiality of patient and Facility records and information and to the responsibility and authority of the medical, nursing, and administrative staff of the Facility over patient care and Facility administration. The University shall instruct students of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to the extent applicable. In addition, the University shall advise students of the importance of complying with Facility's policies and procedures, relative to HIPAA. The University shall instruct all of its students that Facility identification badges must be worn at all times students are in the Facility.

D. The University shall maintain all education records and reports relating to the educational program completed by individual students at the Facility, and the Facility shall have no responsibility respecting the same other than those agreed upon reports from preceptors which are necessary to the University's monitoring of student progress. The timing and nature of such reports shall be described in the plan specified in Section 1.A. of this Agreement. The Facility shall refer all requests for information respecting such records to the University. The University agrees to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.

E. The University shall inform each student of the importance of having in force a policy of health insurance to defray the cost of Facility and medical care of any illness or injury that might be sustained while the student is participating in any field work, and also shall inform each student of the substantial monetary liability that the student might incur as a result of failure to have such insurance in force.

F. The University shall have full responsibility for the conduct of any student disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations and case law. Alleged violations of Facility policies and procedures, including violations of HIPAA shall be referred to the University for disciplinary action, as appropriate.

G. Facility Acceptance/Request for Withdrawal of Students

(i) No provision of this Agreement shall prevent the Facility from refusing to accept any student who has previously been discharged for cause as an employee of the Facility, who has been removed from or relieved of responsibilities for cause by the Facility, or who would not be eligible to be employed by the Facility. The Facility shall notify the University in writing of its refusal to accept a student and the basis therefore.

(ii) The Facility may submit a written request to the University for the withdrawal of any student from the program for a reasonable cause related to the need for maintaining an acceptable standard of patient care, and the University shall immediately comply with such request. The written request from the Facility shall set forth the basis for removal.

(iii) In the event the University does not agree with the Facility's refusal to accept a student or request for withdrawal of a student, it shall promptly (in any event not later than five working days after receipt of the written notice or request from the Facility) provide the Facility with a written statement setting forth the basis for any such disagreement.

2. **Responsibilities.** The Facility shall assume the following responsibilities:

A. In consultation with the University, the Facility shall provide a qualified preceptor for University students during their practicum experience.

B. The Facility shall cooperate with the University in the planning and conduct of the students' practicum experience, to the end that the students' practicum experience may be appropriate in light of the University's educational objectives.

C. The Facility shall make available to students the use of its cafeteria, conference rooms, and library as available and as required by the educational program and without charge except for food consumed by the students, which cost is borne by the student.

D. The Facility acknowledges that it has access to student education records that are legally protected under the Family Educational Rights and Privacy Act of 1974, as amended (FERPA) and agrees to ensure that student education records are not disclosed without written permission of the student, or where such action is allowed under a FERPA exception. The student also will have access to student education records and information that are legally protected under FERPA and agrees to ensure that these records and information are not disclosed without written permission of the facility's student, or where such action is allowed under a FERPA exception.

3. **General Provisions.** The parties mutually acknowledge and agree as follows:

A. Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

B. The University shall provide self-insured professional liability insurance with policy limits satisfactory to the Facility and the University.

C. Nondiscrimination – The County, the Facility, and the University, agree that they will not discriminate against any student participant in the educational program or student applicant to the educational program with respect to admission, tenure, terms, conditions, or privileges of the educational

program or a matter directly or indirectly related to participation in the educational program, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of the educational program, or any other status protected by law. Breach of this nondiscrimination paragraph shall be regarded as a material breach of this agreement.

D. Each party shall be separately responsible for compliance with all laws, including antidiscrimination laws, which may be applicable to their respective activities under this program. Each party will promptly communicate to the other if in receipt of a notice of alleged discrimination or harassment arising under this agreement for resolution, to the extent allowed under existing privacy and other state and federal laws.

E. Students of the University shall not be deemed to be employees of the Facility or the County for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the educational program. Each student is placed with the Facility to receive practicum experience as a part of his or her University academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time shall students replace or substitute for any employee of the Facility. This provision shall not be deemed to prohibit the employment of any such student by the Facility under a separate employment agreement. The University shall notify each student of the contents of this paragraph.

F. There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to the University and Facility.

G. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the County, Facility, or 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.

H. In the performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

I. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement.

J. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless the same is in writing and signed by the party to be charged.

4. **Term of Agreement.** This Agreement is effective as of the date set forth above and shall continue for a term of three (3) years. Either party may terminate this Agreement by providing the other party with a written notice of the termination of this Agreement, and such termination shall be effective forty-five (45) days from the date of the written notice. However, students participating in the practicum experience with the Facility shall be permitted to complete their program with the Facility.

5. **Notice.** Any notice under this Agreement shall be directed to:

For the County and the Facility:

Michelle Estell, RS, MA
Health Officer
Genesee County Health Department
630 S. Saginaw Street, Flint, MI 48502
mestell@geneseecountymi.gov

For the University:

Jennifer Johnson, PhD
Chair, CS Mott Department of Public Health
College of Human Medicine
Michigan State University
200 E. 1st St., Rm. 366
Flint, MI 48502
jjohns@msu.edu

with a copy to: Linda Cornish, MBA, Department Administrator, cornishl@msu.edu and Mike Braem, JD, Contract Manager, braemmic@msu.edu

6. **Governing Law and Forum.** This Agreement shall be governed by, and construed under, the laws of the State of Michigan, which shall be the forum for any lawsuits arising from or incident to this 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: _____
Delrico Lloyd, Chairman
Genesee County Board of Commissioners

By: _____
Thomas D. Jeitschko, PhD
Interim Provost & Executive Vice-President for
Academic Affairs

By: _____
Jennifer Johnson, PhD
Chair, CS Mott Department of Public Health