

HEALTH-RELATED ACADEMIC PROGRAM AFFILIATION AGREEMENT GRAND VALLEY STATE UNIVERSITY

THIS AGREEMENT, ("Agreement") effective **January 1, 2026** (Effective Date), is made and entered into by and between **Genesee County on behalf of the Genesee County Health Department**, located at 324 South Saginaw Street, Flint, Michigan 48502 ("Agency") and **Grand Valley State University**, a Michigan constitutional body corporate, located at 1 Campus Drive, Allendale, Michigan 49401 ("University"). This Agreement hereby supersedes and replaces any and all preexisting experiential learning affiliation agreements between the Agency and the University.

RECITALS

The University is an institution of higher learning, which operates numerous health-related academic programs for students, many of which include experiential learning requirements as a part of the students' professional preparation (all health-related academic programs for students at University are hereinafter identified as the "Program(s)").

The Agency possesses certain facilities, equipment, services, and personnel within its Agency and various Agency locations, or contracted with third party agencies, conducive to the experiential learning component of the Programs. The Agency has an interest in and the resources for providing education and training experiences to University students, and is willing to grant University students (hereinafter collectively identified as the "Student(s)") and University faculty access to and use of such facilities and services as may be appropriate and mutually agreed upon.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **University's Responsibilities.** The University agrees, during the term of this Agreement, to do as follows with respect to the Program(s):
 - a. Maintain each Program, including but not limited to Nursing, Occupational Therapy, Physician Assistant Studies, and all other health-related programs, according to the established standards of their respective accrediting bodies.
 - b. Schedule Students for experiential learning in accordance with the instructional plan specific to each Program at times mutually agreed upon between the University and the Agency.
 - c. Appoint a representative ("Program Coordinator") for each Program who shall coordinate all aspects of the Student's experiential learning, Supervised Clinical Practice Experience ("SPCE") or Hospital Community Experience ("HCE") with the designated Agency Representative (defined in Section 2(e) below) including the following:
 - i. Defining learning outcomes, making learning outcomes available and orienting preceptors to specific learning outcomes each program requires of their respective students.
 - ii. Performing site and Student evaluations.
 - iii. Provide Students information regarding assigned preceptor/site and contact information as appropriate.
 - d. Provide instruction to each Student, in accordance with professional training standards and present for experiential learning at the Agency only Students who have satisfactorily completed the didactic educational aspects of the Program.
 - e. Require each Student and onsite faculty, if the faculty member is not a current employee of the Agency, to complete health compliance and other requirements appropriate to the Program or discipline and/or as required by the Agency, which may include, but are not limited to, MMR and Varicella Vaccines OR titers, Hepatitis B Vaccines AND/OR titer, Annual Influenza Vaccine, Tdap Vaccine (at least one dose after age 10 AND, a Td OR Tdap Vaccine within the past 10 years), Cardiopulmonary Resuscitation (CPR) Certification in accordance with the requirements of the Student's Program. Should the Agency require Criminal Background Check (CBC) or Drug Screen (DS) of their employee,

whether Student or onsite faculty, the parties agree that copies of the results of the CBC and DS previously obtained by the Agency shall be acceptable.

- f. Train with respect to compliance and inform University faculty and Students of the expectation that they comply with Occupational Safety & Health Administration's (OSHA's) Bloodborne Pathogen Standard, 29 CFR sec. 1910.1030, et seq. if they can be reasonably anticipated to have Occupational Exposure, as the term is interpreted by OSHA, while participating in experiential learning at the Agency. The University and its Students are informed to immediately report to the Agency's designated office any exposure incidents that occur while performing work on the Agency premises.
- g. Inform the University faculty and Students of the expectation that they comply with all applicable rules and regulations of the Agency.
- h. Administer the educational component of the Program, provide guidance and support to Agency preceptors, utilize feedback from the preceptor, and assign the Student grades.
- i. Maintain all educational records and reports relating to participation by individual Students in the educational program, the Agency shall have no responsibility to maintain any such records. The Agency shall refer all requests for information respecting such records to University. University agrees to comply with applicable statutes, rules, and regulations respecting the maintenance of and release of information from such records.
- j. Encourage Students to maintain their own health insurance. Inform Students that costs incurred due to injury/illness are the responsibility of the Student.
- k. Have full responsibility for the conduct of any Student's or University faculty member's disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations, and case law.
- l. Be responsible for providing for the Student non-Agency-related accommodations required pursuant to the Americans with Disabilities Act. The University shall notify the Agency in advance of Agency-related accommodations and/or access accommodations requested by the Student and required pursuant to Americans with Disabilities Act.

2. **Agency's Responsibilities.** The Agency agrees, during the term of this Agreement, that:

- a. No provision of this Agreement shall prevent the Agency from refusing to accept any Student or University faculty member who the Agency deems, in its sole discretion, to be unacceptable.
- b. The Agency will appoint a representative ("Agency Representative") who will coordinate the use of Agency services by each Student and, if applicable, University faculty member.
- c. Provide experiential learning, SPCE, or HCE for Student(s) with the support of the University faculty.
- d. One of the following two educational models may be utilized by University and Agency. The model selected is dependent on the Program's experiential learning requirements.

Faculty Led – Typically used for placement of undergraduate cohorts of nursing Students, supervised by embedded faculty. Each University faculty member assumes accountability for the education and supervision of their assigned cohort of Students and is responsible for the evaluation of Students' performance. Agency personnel will facilitate Students' experiential learning through the collaborative nature of the learning environment.

Site Precepted – Typically used by all health-related programs other than Nursing. Agency personnel assume responsibility for supervision of Student(s) with the support of the University faculty. These Agency personnel shall meet criteria to serve as preceptor as determined by the University and have the endorsement of the Agency's administrator or designee. These Agency personnel shall meet criteria to serve as preceptor as designee. In the case of Physician Assistant Studies (PAS) Students, the Agency will provide licensed clinical professionals i.e., MD, DO, PA or NP, to serve as preceptors for SCPEs. Agency preceptors will assist Students to achieve the objectives of the program, monitor Student progress, and provide feedback to both the Student and University faculty regarding Student performance.

- e. Agency supervisors/preceptors shall always maintain during the term of this Agreement all applicable licensures and approvals from the state in which they are practicing. The Agency shall promptly notify

the University in writing of any change in licensure status. The University reserves the right to change a Student's supervisory/preceptor assignment if the supervisory personnel/preceptor fails to maintain full and unrestricted licensure.

- f. The Agency's supervisory personnel may, in its sole discretion, relieve a Student or University faculty member from a specific assignment or require that such Student or University faculty member leave the Agency and not return until a final determination on the status of such Student or University faculty member is made. The Agency shall submit a detailed written report of any such action to the University within three business days (Saturdays, Sundays, and nationally-recognized holidays would not be included) after its occurrence and the parties shall cooperate in an effort to avoid a recurrence of the event which prompted the removal of the Student or University faculty member.
- g. The Agency shall permit University faculty and Students access to and use of its facilities and services in accordance with the experiential learning plan set forth at the times mutually agreed upon by University and the Agency. The Agency shall cooperate with University in planning and conducting the Student's experiential learning, to the extent that the Student's experiential learning appropriately meets University's educational objectives.
- h. If applicable, the Agency shall provide access to and use of various sources of information for educational purposes, including but not limited to Agency patient/client/member/athlete/student/employee records, nursing station references, pertinent procedures and policy manuals, and standard references such as medical dictionaries, sports/athletics practical references, and information on diagnostic tests, drugs, etc. Notwithstanding the foregoing, Students shall not be allowed to copy or cause to be copied, patient/client/member/athlete/student/employee medical records or Agency Student educational records (whether or not de-identified) or confidential Agency documents such as policies or procedures without written permission from Agency personnel.
- i. Provide supervision of all patient care activities.
- j. Cooperate with the University in planning and conducting the experiential learning or SCPE to the extent that it meets the University's educational objectives.
 - i. Experiential learning and SCPEs will include direct patient care and allow Students to participate in a comprehensive patient assessment and involvement in patient care decision-making which results in a detailed plan for patient management.
 - ii. HCEs, specific to PAS Students, will include opportunities for Students to observe health care related hospital and community experiences.
- k. Inform the University of the Agency rules and regulations applicable to the University faculty and Students and provide orientations for Students and any University faculty involved in the program at the Agency. The University shall inform the University faculty and Students of the expectation that they comply with all applicable rules and regulations of the Agency. The Agency shall notify the University in a timely manner of any material changes in the Agency's applicable policies and procedures.
- l. The Agency may permit, upon reasonable request, the inspection of facilities by agencies charged with the responsibility for accreditation of the University's Programs.
- m. The Agency agrees to provide and be responsible for maintenance and repair of all Agency facilities and equipment. The Agency shall also provide any required identification badges or the like for admission to the Agency.
- n. If a physical site, other than that which is owned and/or operated by the Agency is to be used for Student placement, the Agency must be authorized to provide services and/or have privileges at placement site location and must inform University representative of alternate placement site location. Physical location site agency must also have a valid Affiliation Agreement in place with University.
- o. Agency will comply with applicable state and federal workplace safety laws and regulations. In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (i.e. a needle stick) while at the Agency, it shall provide, upon notice of such incident from the Student, such emergency care as is provided its employees. In the event that the Agency does not have the resources to provide such emergency care, Agency will refer the Student to the nearest emergency hospital at the Student's sole expense. Follow up care remains the responsibility of the Student.

3. **Indemnification, Sovereign Immunity and Insurance.** The parties mutually acknowledge and agree as follows:

- a. Each party, as governmental agencies, cannot indemnify the other. Therefore, each will rely on the insurance provisions listed herein. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the County or GVSU, its board members, employees, agents or assigns and shall not be construed to waive the defense of sovereign, governmental or official immunity held by the County or GVSU. If either party becomes aware of a claim involving the other within the relationship, the party with knowledge of the claim shall inform the other party in writing within ten (10) days of receiving knowledge of the claim, demand, or other loss.
- b. The parties acknowledge that University is a corporation created under the Michigan Constitution and retains all rights, immunities, and defenses provided under the Michigan and United States Constitutions and applicable federal and state law with regard to any claim, demand, or action arising out of this Agreement. Notwithstanding anything herein to the contrary, the Agency or University does not waive its right of sovereign immunity, provided under the laws and constitution of the State of Michigan or its Eleventh Amendment immunity provided under the United States Constitution.
- c. To insure against potential liability arising out of the activities performed under, or in any manner related to, this Agreement, Agency and University each agree to obtain and maintain, in force and effect, liability insurance in the types and amounts set forth below:
 - i. **Commercial General Liability Insurance.** Each party agrees to maintain Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
 - ii. **Professional Liability Insurance.** Each party agrees to maintain Professional Liability insurance covering their own faculty, staff, professional employees or Students, as may be applicable, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- d. Any coverage amounts required by Section 3 (c) i, or ii above may be achieved by either traditional insurance risk transfer, a risk retention group, or other self-insurance arrangement. Each party agrees that such insurance shall not be cancelled before the expiration date thereof. A Certificate of Insurance evidencing compliance to the terms of this agreement shall be provided to each party upon request of the other.

4. **Limitations on Access.** The Agency reserves the right to restrict any and all Program activity when, in the sole discretion of the Agency, the health, welfare and safety of any patient/client/member/athlete/student/employee requires such a restriction. The Agency, in consultation with the Program Coordinator, further reserves the right to refuse access to its Agency to any Student or University faculty member who fails to conform to pertinent Agency rules and regulations.

5. **Term of Agreement.** This Agreement shall continue from the **Effective Date** above unless either party gives written notice of termination to the other party at least ninety (90) days prior to the desired termination date. Termination shall not prevent any Student who is then satisfactorily participating under this Agreement from completing the Program.

6. **Nonemployee Status.** The parties understand that Students are placed at the Agency in order to fulfill academic requirements of University and that University has complete control over all academic aspects of each Program. The parties acknowledge that the duties performed by Students are not performed as employees of the Agency, but in fulfillment of the academic requirements related to their Program and are performed under supervision of the Agency and University's faculty. It is similarly acknowledged that the duties performed by University's faculty members at the Agency are intended to fulfill the academic requirements of University's Students and are not performed as employees of the Agency. At no time shall Students or University faculty replace or substitute for any employee of the Agency nor shall Students or University faculty perform any of the duties normally performed by employees of the Agency except such duties as are part of their training and are performed pursuant to this Agreement. Consistent with this provision, while assigned to the Agency, Students and University faculty shall not receive

compensation from the Agency and shall not be eligible for any Agency employee benefits. Students may receive a stipend during the course of the internship for the purpose of Student living and academic expenses. The Student is not eligible for fringe benefits or unemployment benefits as a result of this stipend. Where applicable, Students shall be identified as Students of University through the use of identification badges furnished by University.

7. **Employee Status.** During the period that University's Students are placed at the Agency in order to fulfill academic requirements of the University, a Student may enter into an employment relationship with the Agency. If the Agency and Student enter into such an employment relationship, the Agency and Student shall establish any and all terms of that employment relationship, including hours, wages, and fringe benefits. University shall not be a party to such an employment relationship. If the Agency and Student enter into such an employment relationship, that relationship shall be independent of, outside the scope of, and shall in no way modify or abrogate the obligations of the University and Agency under this Agreement, unless the parties expressly provide otherwise in writing.

8. **Workers' Compensation Claims.** Agency expects and University agrees that University is insured for workers' compensation and University shall indemnify and hold the Agency harmless from any workers' compensation claims, including actual medical and compensation benefits paid to or for University faculty members by the Agency plus the Agency's claims handling expense, including administrative costs and legal fees and expenses. The Agency agrees to immediately notify University's Office of General Counsel in the event a University faculty member files a workers' compensation claim or in the event the Agency files notification with the Workers' Compensation Bureau of the University faculty's injury prior to a claim being made. In the event the Agency determines not to contest any such claim, it shall give timely notice to University of such determination so that University may direct the Agency to contest such claim, provided, however, that in such event the expenses of contesting such claims shall be borne by University.

9. **Student Transport Services.** The parties acknowledge and agree that under no circumstances shall a student be allowed to transport any Agency patient/client/member/athlete/student/employee.

10. **Compliance with Law and Regulations.** The parties acknowledge that this Agreement is subject to, and agree to comply with, applicable local, state, and federal statutes, rules, and regulations ("Applicable Law"). Any such provisions of Applicable Law that currently or in the future invalidate any term of this Agreement, that are inconsistent with any term of this Agreement, or that would cause one or both of the parties to be in violation of law while performing this Agreement shall be deemed to have superseded the terms of this Agreement. The parties shall use their best efforts to accommodate the terms and intent of this Agreement consistent with the requirements of Applicable Law.

11. **Non-Exclusivity.** The parties understand and agree that this Agreement is non-exclusive and that either party is free to enter into similar agreements with other parties.

12. **Compliance.** Services provided under this Agreement shall be provided in conformance with Applicable Law, applicable Agency rules and policies and any requirements of third party payers. University and Agency acknowledge that Students are volunteers and are considered members of the Agency's "workforce" as defined in 45 C.F.R. § 160.103, for the limited purposes of the Health Insurance Portability and Accountability Act (HIPAA) only. University faculty and Students perform no functions of this Agreement as a Business Associate for the Agency, as defined in 45 C.F.R. § 160.103, for the limited purposes of HIPAA.

13. **Confidentiality.** University agrees and will instruct its Students and University faculty to respect the confidential nature of all information that they have access to, including but not limited to patients'/clients'/members'/athletes'/employees' personal health information or Agency Students' educational records. University shall advise all Students and University faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information and Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Recovery and Reinvestment Act of 2009, to the extent applicable, and shall provide training in the requirements of the privacy and security provisions of HIPAA, Family Educational Record Privacy Act (FERPA)

and state and federal special education statutes, IDEA, and regulations. During the term of this Agreement, and any additional period where Students or University faculty are present at the Agency providing care/treatment/services or participating in the provision of care/treatment/services to Agency's patients/clients/members/athletes/students/employees, University shall not require or permit Students to remove any Agency records, patient/client/member/athlete/student/employee records or any Protected Health Information, if applicable, (as that term is defined under the HIPAA Privacy Standards) from the Agency. University shall not require or permit Students to use Agency patient/client/member/athlete/student/employee specific case examples with identifying patient/client/member/athlete/student/employee information in any educational presentations and shall not require or permit Students to provide any Protected Health Information to University as proof of completion of specific academic requirements relative to the completion of Students' Program or curriculum without appropriate HIPAA protections (e.g. HIPAA-compliant authorization from the Agency's patient/client/member/athlete/student/employee) and all protections required by FERPA and state and federal special education statutes and regulations (e.g. a release the Agency's Students complete that complies with the applicable student data protection law or regulation)..

14. **Name and Logo.** No party shall use the other's name and logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval.

15. **FERPA.** Agency and University each agree to recognize the confidential status of Student educational records pursuant to the Family Educational Rights and Privacy Act (FERPA) and will respect the confidential nature of the Student information provided to the Agency pursuant to this Agreement. Both parties shall abide by the limitations on re-disclosure of personally identifiable Student information from educational records as set forth in the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 CFR Part 99).

16. **Assignment.** Neither party may assign any rights or obligations under this Agreement without prior written approval of the other party, which shall not be unreasonably withheld.

17. **Third Parties.** This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an assignment, provided that such assignment is not prohibited under the terms of this Agreement, and no other person, shall have the right to enforce any of the provisions contained herein.

18. **Amendments.** This Agreement may be amended at any time by mutual agreement of the parties hereto, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties. Such amendments or modifications shall be attached hereto and shall become part of this Agreement.

19. **Complete Agreement.** This Agreement, executed by the contracting parties, contains the entire understanding of the parties with respect to the subject matter hereof and such understanding may not be modified except in writing signed by the parties.

20. **Severability.** If any provision of this Agreement is found to be unenforceable or illegal, the remaining part of the Agreement shall remain in effect and be enforceable.

21. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Electronic signatures will be considered originals.

22. **No Rule of Construction.** The parties acknowledge that this Agreement was initially prepared by University solely as a convenience and that all parties and their counsel hereto have read and fully negotiated all the language used in this Agreement. The parties acknowledge that because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party by reason of that party's role in drafting this Agreement.

23. **General Provisions.** The Agency and University mutually acknowledge and agree:

- a. Each party shall be separately responsible for compliance with all Applicable Laws which may be applicable to their respective activities under each Program.
- b. During the term of this Agreement, the University and Agency agree to not discriminate against any person based on Applicable Laws relating to race, color, creed, ancestry, religion, sex, national origin, age, height, weight, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, veteran status, pregnancy, or marital or parental status.
- c. 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.
- d. The failure of either party to insist upon strict compliance with or performance of any provision of this Agreement by the other party shall not be deemed to be a waiver of said party's rights or remedies, nor shall it be construed as a waiver of any subsequent default.
- e. It is understood between the parties that 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 both to the University and Agency.
- f. Notice. Any notice under this Agreement shall be directed to:

GENESEE COUNTY HEALTH DEPARTMENT:

Matthew Peters, MPH
Epidemiology Chief
Genesee County Health Department
324 S. Saginaw St.
Flint, MI 48502
mapeters@geneseecountymi.gov

GRAND VALLEY STATE UNIVERSITY:

Tyler Carlton, MS
Health Compliance Contracts Administrator
Grand Valley State University
Health Compliance Office– CHS 400
301 Michigan Street NE
Grand Rapids, MI 49503
carltoty@gvsu.edu

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives each having the authority to bind Agency and University, respectively.

GENESEE COUNTY

GRAND VALLEY STATE UNIVERSITY

By: _____

Delrico Lloyd, Chairman
Genesee County Board of Commissioners

By: _____

Jeffrey A. Potteiger, PhD
Interim Dean, College of Health Professions

Date: _____

Date: _____