# AFFILIATION AGREEMENT

By and Between

# CENTRAL MICHIGAN UNIVERSITY

And

**Agency Name**

This Affiliation Agreement (“**AGREEMENT**”) is made as of this **Day** day of **Month**, 20**Year**, between Central Michigan University (“**UNIVERSITY**”), a public university established by the constitution and laws of the State of Michigan, located at 1200 South Franklin Street, Mount Pleasant, Michigan and **Agency Name** located at **Address**, **City**, **State**, (“**AGENCY**”). **UNIVERSITY** and **AGENCY** may hereinafter be referred to individually as the “Party” or collectively as the “Parties”.

## RECITALS

**WHEREAS**, the **UNIVERSITY** is an accredited public institution of higher education offering certificate, undergraduate, and graduate degree programs.

**WHEREAS**, the **UNIVERSITY** offers the **Program** (“Program”) that requires that enrolled students receive a(n) **Select One**, (“Practical Experience”) as a part of their professional preparation. The **UNIVERSITY** desires to enter into an **AGREEMENT** with the **AGENCY** so that **UNIVERSITY** students enrolled in the Program may receive this Practical Experience at the **AGENCY** or one of the **AGENCY’s** affiliates.

**WHEREAS**, the **AGENCY** has an interest in and the resources for providing the Practical Experience for

**UNIVERSITY** students.

**NOW THEREFORE**, the Parties agree as follows:

## Article I - Responsibilities of the UNIVERSITY

* 1. Plan and Administer: Plan and administer, in consultation with the representatives of the **AGENCY**, the Practical Experience component of the Program for the students assigned to the **AGENCY**.
	2. Placement Plan: Provide the **AGENCY** with its overall plan for the placement of students at the **AGENCY** at least four (4) weeks prior to the commencement of the academic term, unless both parties agree to an alternate timeframe. The overall plan shall include, at a minimum, the objectives of the academic plan, the number of students to be assigned, the dates and times of assignment, and the level of each student’s academic preparation. The **UNIVERSITY** will consider any modification necessary to accomplish the reasonable requirements of the **AGENCY**.
	3. Provide Names of Students: Provide the names of students as soon as possible after registration for each semester, but no later than four (4) weeks prior to the beginning of placement at the **AGENCY**, unless both parties agree to an alternate timeframe.
	4. Pre-Placement Instruction: Provide adequate pre-placement instruction to each student in accordance with standards acceptable to both parties, and to present for placement only those students who have successfully completed the pre-placement instructional program.
	5. Instruction of Regulations and Procedures: Instruct students submitted for the Practical Experience on the general regulations and procedures identified by the Parties as necessary, including those regulations and procedures concerning:
		1. That the student has responsibility to adhere to **AGENCY** policies, procedures, and regulatory standards of practice.
		2. That the student has responsibility for maintaining the confidentiality of **AGENCY** records and information during the **Purpose**, and that this duty of confidentiality survives the termination of and/or expiration of the Practical Experience and/or this **AGREEMENT**.
		3. That **AGENCY** staff has authority to direct the actions of the student during the Practical Experience.
		4. That the student has responsibility to sign and accept the terms and conditions of the **AGENCY** Student **Purpose** Agreement as required by the **AGENCY**, hereby incorporated as **EXHIBIT Exhibit**, if applicable.
	6. Health Insurance: Inform each student submitted for placement of the requirement to have in force health insurance policies of a scope and with limits satisfactory to the **AGENCY**. The **UNIVERSITY** shall inform each student of the importance of maintaining in force such a policy to defray the cost of hospital and medical care that may be incurred during the period of placement. The **UNIVERSITY** will also inform each student of the potential monetary liability the student might incur because of failure to maintain sufficient coverage.

## Article II: Responsibilities of the AGENCY

* 1. Plan and Administer: Plan and administer all aspects of client services at its facilities. The **AGENCY** has primary and ultimate responsibility for the quality of care and/or service, and as such, **AGENCY** staff has final responsibility, authority, and supervision over all aspects of client services. **UNIVERSITY** will inform students to abide by such supervision direction at all times.
	2. Supervision of Students: Provide qualified supervision of students during their placement. **AGENCY** supervisory employees may, in an emergency or based upon applicable standards of care/operations, temporarily relieve a student from a particular assignment or require that a student leave an area or department pending a final determination of the student's future status by the Parties.
	3. Placement of Students: Cooperate with the **UNIVERSITY** in the planning and conduct of the students' placements in order that the placements may be appropriate to the **UNIVERSITY's** educational objectives.
	4. Facilities: Make available to students the use of its cafeteria, conference rooms, dressing or locker rooms, library, or any other appropriate facilities as required by the Practical Experience. Except for charges for food consumed by the student, there should be no charge to the student for this access.
	5. Pre-Placement Instruction: Provide the **UNIVERSITY** with all rules, regulations, procedures, and information necessary for pre-placement instruction no later than thirty (30) days prior to the beginning of the Practical Experience.
	6. Release and Withdrawal of Students:
		1. Have the authority to refuse any student who was previously discharged for cause, relieved of responsibilities for cause, or who would not be currently eligible to be employed by the **AGENCY**. The **AGENCY** shall notify the **UNIVERSITY** of its refusal to accept a student and the attending reasons for the refusal, in writing and within a reasonable timeframe.
		2. Have the authority to request the withdrawal of any student from the Practical Experience for reasonable cause related to the need to maintain an acceptable level of client services, and the **UNIVERSITY** shall immediately comply with the request. The request shall be in writing and shall state the reason for the request.
		3. In the event the **UNIVERSITY** does not agree with the **AGENCY’s** refusal to accept a student or request for withdrawal, it shall provide the **AGENCY** with a written statement setting forth the reasons for any such disagreement within ten (10) working days after receipt of the written notice. The **AGENCY’s** final decision shall be rendered within five (5) working days after receipt of the **UNIVERSITY’s** written statement of disagreement.
	7. Learning Assessment: The **AGENCY** will, upon request, assist the **UNIVERSITY** in the assessment of the learning and performance of participating students by completing assessment forms provided by, and then returned to, the **UNIVERSITY** in a timely fashion, as appropriate.

## Article III: Mutual Responsibilities

* 1. Refusing to Accept or Withdrawal of a Student: In the event that either party is determined by any court or administrative agencyof competent jurisdiction to have acted in an unlawful manner in refusing to accept or requesting the withdrawal of a student, the offending party shall defend, indemnify, and hold the other party harmless from any and all claims and costs arising from its unlawful act. Each party shall promptly notify the other party of any such claim, provide the other party an opportunity to defend, and provide all reasonable assistance, except financial, in making such defense. No settlement of any such claim shall be effected without the consent of the other party.
	2. Students Non-Employee Status: Students assigned to this Practical Experience should be considered students and not employees of either party, thus are not covered by the **UNIVERSITY or AGENCY** for purposes of compensation, fringe benefits, workers’ compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other purpose. Students are placed with the **AGENCY** to receive educational experience as a part of his/her academic curriculum; those duties performed by students are not performed as employees, 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 **AGENCY**. This provision shall not be deemed to prohibit the employment of any such student by either party under a separate employment agreement. The **UNIVERSITY** will notify each student of the contents of this paragraph.
	3. Monetary Consideration: 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 that will tend to maximize the mutual benefits provided to the **UNIVERSITY** and **AGENCY**.
	4. Confidentiality:
		1. The parties acknowledge that many student records and other personally identifiable information regarding the **UNIVERSITY**,and if applicable **AGENCY**,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 **UNIVERSITY** shall advise its students placed at **AGENCY** under this **AGREEMENT** that they must act pursuant to FERPA with regard to any student Education Records they may have access to as part of their Practical Experience at the **AGENCY**. **AGENCY** shall not release information contained in the **UNIVERSITY** students’ Education Records, but shall instead refer all requests for information respecting such Education Records to the **UNIVERSITY**.
		2. If applicable, the **UNIVERSITY** shall advise its students placed at **AGENCY** under this **AGREEMENT** 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).
		3. Notwithstanding the foregoing, 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).
	5. Compliance with Laws: Both Parties promise to act in an ethical and responsible manner for their respective activities and actions taken on its behalf under this program, and agree to comply with all applicable federal, state, and local laws, regulations, statutes, and ordinances. CMU, an AA/EO institution, strongly and actively strives to increase diversity and provide equal opportunity within its community. Both parties promise not to discriminate against persons based on age, color, disability, ethnicity, familial status, gender, gender expression, gender identity, genetic information, height, marital status, national origin, political persuasion, pregnancy, childbirth or related medical conditions, race, religion, sex, sex-based stereotypes, sexual orientation, transgender status, veteran status, or weight (see [http://www.cmich.edu/ocrie](https://www.cmich.edu/ocrie)).
	6. Indemnity Provisions: To the extent permitted by applicable law, each party agrees to defend, indemnify, and hold harmless its officers, directors, employees, and agents from and against liability, loss, cost and/or expense, including providing a defense, and/or from and against claims for injury and or damages by third parties arising out of this **AGREEMENT**, but only in proportion to and to the extent such liability, loss, cost and/or expense, and/or claims for injury and/or damages are caused by or result from the negligent acts or omissions or intentional acts or omission of its officers, employees, agents, or persons acting under its direction and control.
	7. Insurance: Both **UNIVERSITY** and **AGENCY** agree to maintain in full force and effect for the term of this **AGREEMENT** commercial general liability insurance or its equivalent with minimum limits of coverage not less than $1,000,000 per occurrence and $3,000,000 in the general aggregate. A certificate of insurance will be furnished to the other party, upon request, indicating effective coverage and liability limits.
	8. Non-Teaching Designator: No provision of this **AGREEMENT** shall prevent any **Select One** from requesting not to be a teaching client or prevent any member of the **AGENCY’s** staff from designating any **Select One** as a non-teaching client.
	9. Extension of Rights: This **AGREEMENT** is intended solely for the mutual benefit of the Parties. There is no intention, express or otherwise, to create any rights or interests for any party or person other than the **UNIVERSITY** and the **AGENCY**; without limiting the generality of the foregoing, no rights are intended to be created for any client, student, parent or guardian of any student, employer, or prospective employer of any student.
	10. Sole Conduct: In the performance of respective duties and obligations under this **AGREEMENT**, the **UNIVERSITY** and **AGENCY** are independent contractors, and neither is the agent, employee, or servant of the other, and each is responsible for its sole conduct.
	11. Contacts: Any and all notices given under this **AGREEMENT** shall be directed to:

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| **UNIVERSITY:** | **AGENCY:** |
| **Internship Coordinator** | **Contact Name** |
| **Department** | **Contact Title** |
| College of **College** | **Agency Name** |
| Central Michigan University | **Agency Address** |
| **Office Address** | **Agency Address 2** |
| Mount Pleasant, Michigan 48859 | **Agency City, State, Zip** |
| Phone: 989-774-**Phone** | **Agency Phone** |
| Fax: 989-774-**Fax** | **Agency email or fax** |
| Email: **Email** |  |
| With a copy to:Central Michigan UniversityLicensure, Regulatory Services & Human CapitalAttn: Agreements Coordinator1101 S. Washington Street, Ronan Hall 350 Mount Pleasant, Michigan 48859Email: agreements@cmich.edu |  |

* 1. Term and Termination of Agreement: This **AGREEMENT** will become active as of the Effective Date and shall terminate on the **Day** day of **Month**, 20**Year**. However, it may be terminated by either party upon ninety (90) days written notice of termination, provided that the student then receiving instruction in any program shall be given an opportunity to complete the full program during that instructional period.
	2. Entire Agreement: This **AGREEMENT** constitutes the entire understanding of the Parties and supersedes all prior discussions, negotiations, and agreements. This **AGREEMENT** may only be altered, modified, or amended by the written consent of both parties. The invalidity or enforceability of any other provision of this **AGREEMENT** shall not affect the validity or enforceability of any other provision of this **AGREEMENT**, which shall remain in full force and effect.
	3. Headings: The headings of Articles and Sections in this document are for convenience of reference only, and are not part of this **AGREEMENT**. The Recitals are part of this **AGREEMENT**.
	4. Changes to Agreement: No amendment or modification to this **AGREEMENT** shall be effective unless in writing and signed by both parties.

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

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| **UNIVERSITY:** | **AGENCY:** |
| Signed:  | Signed:  |
| Name:  | Name: **Name** |
| Title:  | Title: **Title** |
| Date:  | Date:  |