**WESTERN MICHIGAN UNIVERSITY**

**College of Education and Human Development**

**Department of Counselor Education and Counseling Psychology**

**Counseling Psychology Programs**

**AFFILIATION AGREEMENT[[1]](#footnote-1)**

Effective this [“DATE”], the Board of Trustees of Western Michigan University (WMU), on behalf of its College of Education and Human Development (hereafter referred to as COLLEGE) and [“NAME OF HOST AGENCY”] (hereafter referred to as HOST AGENCY), hereby agree to work together to provide a clinical educational experience for the COLLEGE’S registered students (AGREEMENT).

WHEREAS, the purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for students in the COLLEGE.

WHEREAS, the Parties intend this Agreement to meet requirements of accreditation standards for programs in the COLLEGE related to Affiliation Agreements.

WHEREAS, neither party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

WHEREAS, any terms and conditions separately set forth in the WMU College of Education and Human Development Affiliation Agreement Implementation Letter (Implementation Letter) are fully incorporated into this Agreement by reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in the Implementation Letter agree as follows:

# Responsibilities of the College

* 1. The COLLEGE will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior. COLLEGE shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite portions of the COLLEGE’s curriculum.
  2. The COLLEGE will retain ultimate responsibility for the education and assessment of its students. The COLLEGE’s representative for this Agreement shall be a faculty member appointed and assigned by the COLLEGE, who will be responsible for education, including assessment to determine the final grade for the clinical education course.
  3. The COLLEGE will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the educational experience. The COLLEGE will also advise all students that the confidentiality requirements extend beyond the termination or expiration of this Agreement.
  4. The COLLEGE will encourage all participating students to maintain health insurance and provide proof of health insurance to the School**.** The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.
  5. The COLLEGE will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations (if applicable) on file with the COLLEGE. The COLLEGE will inform the student of their responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations, when requested. The COLLEGE will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY’S policies and practices. Payment for these drug tests, if required, is addressed in the attached Implementation Letter.
  6. The COLLEGE will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures**.**
  7. The COLLEGE will provide instruction to the HOST AGENCY'S staff with respect to the COLLEGE’s expectations regarding assessment of the COLLEGE’s students at the HOST AGENCY.
  8. The COLLEGE is a public entity entitled to governmental immunity protections under applicable state law. Therefore, the COLLEGE shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the COLLEGE shall provide such insurance with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST AGENCY, the COLLEGE shall provide a certificate of insurance demonstrating coverage for students completing education at the HOST AGENCY.

# Responsibilities of the HOST AGENCY

* 1. The HOST AGENCY will maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for student education including: a) clients/patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the COLLEGE’s curriculum; b) student security badges or other means of secure access to patient care areas; c) the proper use of electronic medical records or paper charts, as applicable; d) computer access, as applicable; and e) any other necessary resources.
  2. The HOST AGENCY will retain full authority and responsibility for client/patient or consumer care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY’s facilities, students will have the status of trainees, will not replace HOST AGENCY staff; and, are not to render unsupervised client/patient care and/or services. All services rendered by students must have educational value and meet the goals of the educational program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student’s level of education.
  3. The HOST AGENCY staff will, upon request, assist the COLLEGE in the assessment of the learning and performance of participating students by completing assessment forms provided by the COLLEGE and returned to the COLLEGE in a timely fashion.
  4. The HOST AGENCY will provide orientation of COLLEGE’s participating students as to the HOST AGENCY’S rules, regulations, policies, and procedures, as well as provide copies of those rules, regulations, policies, and procedures as appropriate. The HOST AGENCY shall notify the COLLEGE of its requirements of an acceptable criminal background check, required immunizations, and drug tests.
  5. The HOST AGENCY agrees to 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 (e.g., needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the student, will provide the same emergency care as it provides to its employees. Emergency care may include, where applicable: examination and evaluation by HOST AGENCY’s emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the Hepatitis B (HBV), Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. All testing and medical care (emergent and non-emergent) must go through the student’s own health insurance or private pay by the student.
  6. To the extent the HOST AGENCY generates or maintains records related to the participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the COLLEGE. Only those HOST AGENCY employees or agents with a need to know will have access to participating student records.
  7. The HOST AGENCY will not create or maintain educational records and reports relating to individual students’ participation in the educational program except for those agreed-upon reports from clinical supervisors that are necessary to the University’s monitoring of student progress. The HOST AGENCY will not release information contained in educational records and reports, but will, instead, refer all requests for information regarding such records to the COLLEGE.
  8. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
  9. The HOST AGENCY will provide written notification to the COLLEGE promptly if a claim arises involving a student. The HOST AGENCY and COLLEGE agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
  10. The HOST AGENCY will resolve any situation in favor of its clients’/patients’ welfare and will restrict a student to the role of observer when a problem may exist until the staff in charge of the student have resolved the incident or the student is removed. The HOST AGENCY will notify the COLLEGE’s faculty member if such an action is required.
  11. The HOST AGENCY shall identify a site coordinator from among its staff who will communicate and cooperate with the COLLEGE to ensure faculty and student access to appropriate resources for the educational experience.

# Mutual Responsibilities

* 1. Each party will identify its Representative(s) on or before the execution of this Agreement.
  2. The parties will work together to maintain an environment of high quality client/patient care. At the request of either party, a meeting or conference will promptly be held between the COLLEGE and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the training program.
  3. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities as required by the program.
  4. The COLLEGE and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation, disability or any other basis protected by law. With respect to disability, the disability must not be such as would, with or without reasonable accommodation, preclude the student’s effective participation in the clinical educational experience.
  5. The COLLEGE, including its faculty, staff, and students, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its employees who interact with students to communicate student violations to the COLLEGE.
  6. HOST AGENCY may immediately remove from the premises any student who is a direct threat to the health or safety of the HOST AGENCY, its employees, or its patients. HOST AGENCY retains the right to suspend or terminate any student’s participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the COLLEGE if such an action is required and the reasons for such action. The COLLEGE may terminate a student’s participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The COLLEGE will notify the HOST AGENCY if such action is required.
  7. In the event the COLLEGE does not agree with HOST AGENCY’S refusal to accept a student or request for withdrawal of student, it will promptly (no more than five working days after receipt of the written notice or request from the HOST AGENCY) provide the HOST AGENCY with a written statement setting forth the basis for any such disagreement.
  8. If a court or administrative agency of competent jurisdiction finds that the HOST AGENCY acted unlawfully in refusing to accept, or requesting the withdrawal of, a student, the HOST AGENCY will defend, indemnify, and hold the COLLEGE harmless from any and all claims and costs arising from the requested withdrawal or refusal to accept any student to which the COLLEGE provided its timely written statement of disagreement. The COLLEGE will promptly notify the HOST AGENCY of any such claim, provide the HOST AGENCY with an opportunity to defend, and provide the HOST AGENCY with reasonable assistance, except financial, in making such defense. The COLLEGE will not settle any such claim without the consent of the HOST AGENCY.
  9. The COLLEGE and the HOST AGENCY hereby confirm that neither has been determined to be ineligible to participate in federal health care programs (collectively, “Disbarred”) and acknowledge that each has the right to terminate this Agreement immediately in the event the other is Disbarred. Accordingly, each party will provide the other with prompt notice if it receives notice of action or threat of action with respect to its Debarment during the term of this Agreement.

# Term and Termination

This AGREEMENT is effective upon execution of the Implementation Letter by both parties to the covered clinical training experience(s) and will continue for a period of five years, unless terminated by either party. Either Party may terminate this Agreement at any time and for any reason by providing at least ninety days’ prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled assignment at HOST AGENCY.

# Employment Disclaimer

The students participating in the program will not be considered employees or agents of the HOST AGENCY or COLLEGE for any purpose. Students will not be entitled to receive any benefits of employment from HOST AGENCY or COLLEGE, including but not limited to, health care or workers’ compensation benefits, vacation, or sick time. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the COLLEGE.

# Health Insurance Portability and Accountability Act.

Students participating in training pursuant to this Agreement are members of the HOST AGENCY’s workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of “health care operations” and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.

# No Agency Relationship Between the Parties.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties. Neither party shall have the right or authority, nor shall it hold itself out to have the right or authority, to bind the other party; nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

# Assignment

Neither Party will assign this AGREEMENT without the prior written consent of the other.

# Governmental Immunity

The COLLEGE is a public entity entitled to protections of governmental immunity under applicable law. It is specifically understood and agreed to that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the COLLEGE of its governmental immunity or of its state governmental immunity; an express or implied acceptance by COLLEGE of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; a pledge of the full faith and credit of a debtor contract; or, as the assumption by the COLLEGE of a debt, contract, or liability of the HOST AGENCY.

# No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

# Notices

All notices provided by either party to the other will be in writing and addressed to the individuals identified in the Implementation Letter. Notice will be deemed to have been duly given when delivered electronically, personally, or when deposited in the United States mail, First Class, postage prepaid to those individuals.

# Severability

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

# Headlines

Headlines in this Agreement are for convenience only**.**

# Entire Agreement

This Agreement contains the entire Agreement of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Affiliation Agreement Implementation Letter.

1. Derived from the AAMC Uniform Clinical Training Affiliation Agreement (June 4, 2015) [↑](#footnote-ref-1)