

**Clinical Placement Agreement  
between  
Saginaw Valley State University  
and**

**Wolverine World Wide Family YMCA of Greater Grand Rapids  
(Agency)**

This Clinical Placement Agreement (this “Agreement”) is made and entered into as of the 14th day of April, 2016 between Wolverine World Wide Family YMCA of Greater Grand Rapids (the “Agency”), located at 6555 Jupiter Ave NE, Belmont MI 49306, and Saginaw Valley State University (“SVSU” or the “University”).

Affiliates of the Agency may become parties to this Agreement upon completion and execution of Schedule A to this Agreement by such affiliate, the Agency, and SVSU. Thereafter, the definition of the “Agency” shall include such additional affiliates.

The purpose of this Agreement is to establish the terms and conditions of providing a clinical education experience with Agency for students of the University in one or more fields of study.

In consideration of the mutual covenants and agreements contained in this Agreement, the Agency and SVSU agree as follows:

**I. EDUCATIONAL PROGRAM**

1. The University shall, in consultation with representatives of the Agency and on an ongoing basis, plan and administer the educational program for its students at the Agency. The University shall provide the Agency with its overall plan for the uses of clinical facilities. The plan shall include details of the University's educational program at the Agency, 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 Agency.
2. The University will provide the names of students as soon as possible after registration for each semester.
3. The Agency shall cooperate with SVSU in the planning and conduct of the students' clinical educational experience, to the extent that the students' clinical experience may be appropriate in light of SVSU's educational objectives. SVSU and the Agency will jointly evaluate students as defined by the SVSU course expectations. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.
4. The University agrees to provide adequate preclinical instruction to each student in

accordance with approved standards, and to present for clinical experience at the Agency only those students who have satisfactorily completed the preclinical instruction program.

5. The Agency and SVSU will endeavor to instruct their respective faculty, staff, and students participating in the program with regard to maintaining confidentiality of student, patient/client and Agency information as required by law and by the policies and procedures of the Agency and SVSU, and to the responsibility and authority of the staff of the Agency over patient/client care and Agency administration.
6. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin or any other protected class guaranteed under State or Federal law.
7. No provision of this Agreement shall prevent the Agency from refusing to accept any student who has previously been discharged for cause as an employee of the Agency, who has been removed from or relieved of responsibilities for cause by the Agency, or who would not be eligible to be employed by the Agency. In such case, the Agency shall notify SVSU in writing of its refusal to accept a student and the basis for such refusal.
8. No provision of this Agreement shall prevent any patient/client from requesting not to be a teaching patient/client or prevent an Agency representative from designating any patient/client as a non-teaching patient.
9. Each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this Agreement.
10. The clinical education program contemplated by this Agreement may include a preceptorship program, wherein students will be directly supervised by a staff member of the Agency rather than by a faculty member of the University. In such case, the University will provide a faculty member to collaborate with the clinical preceptor. The preceptor shall assume responsibility for student guidance and direction, shall orient students to the Agency's policies and procedures, and shall participate in written evaluations of student performance.
11. It is understood and agreed that this Agreement is not exclusive, and that the Agency has the right to enter into similar agreements and arrangements with other educational institutions for the same or similar clinical educational programs and experience.

## **II. SAGINAW VALLEY STATE UNIVERSITY'S RESPONSIBILITIES**

1. SVSU faculty will communicate with the Agency education coordinator and preceptors, if any, and designated Agency staff at the beginning and end of the educational program to discuss and evaluate the educational program. These communications will take place in person if practicable, otherwise by telephone conference.
2. SVSU will require each student to submit evidence of current immunizations against

diphtheria, tetanus, poliomyelitis, measles, mumps, rubella (or a positive rubella titer) and hepatitis B for those students who will be in contact with patients/clients. For each student born after 1956, SVSU will maintain on file records of positive titer or of post-1967 immunization for rubella or rubeola. At the time of immunization, students with no history of exposure to chicken pox will be advised to get an immunization titer. SVSU will require yearly PPD testing or follow-up as recommended by its Health Center staff if the students are PPD positive or have had BCG. SVSU will provide information to the Agency upon request regarding student status concerning the above requirements.

3. SVSU will assign to the Agency only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
4. SVSU will instruct its students to comply with the policies and procedures established by the Agency. SVSU will notify each student of his/her status and responsibilities as provided in writing by the Agency and pursuant to this Agreement.
5. 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, and regulations, including those governing the maintenance of, and the release of information from, such records.
6. SVSU shall maintain all educational records and reports relating to the educational program completed by individual students at the Agency. The Agency shall refer all requests for information respecting such records to SVSU. SVSU agrees to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.
7. SVSU will encourage each student participating in the education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. All students are expected to carry health insurance for personal costs of health care. SVSU will inform students that they are responsible for their own health insurance coverage and their own health needs.

### **III. AGENCY'S RESPONSIBILITIES**

1. The Agency will provide students with the desired education experience within the scope of services provided by the Agency. The Agency will designate personnel and/or staff as defined for the educational experience(s) to work with students and faculty to meet identified objectives and serve as the education coordinator to maintain contact with SVSU designated faculty/staff to assure mutual participation in the review of the education program and student progress.

2. The Agency shall plan and administer all aspects of patient/client care in the Agency's responsibility. The Agency shall provide qualified supervision of all patient/client care activities. Agency supervisory personnel may, in an emergency, or in certain cases based upon applicable standards of patient/client care, temporarily relieve a student from a specific assignment or require that such student leave an area pending a final determination of the future status of the student by the parties.
3. The Agency will provide students with access to sources of information necessary for education within the Agency's policies and procedures and commensurate with patients' rights, including library resources and reference materials. The Agency will require students to participate in an on-site safety training program in conjunction with the Agency's policies and procedures prior to the start of the on-site program.
4. The Agency will make available to the students basic supplies and equipment necessary for care of patients/clients and the education learning experiences. Within the limitation of facilities, the Agency will make available dressing rooms and office and conference space for students and, if applicable, SVSU faculty.
5. The Agency staff/personnel will submit required reports on each student's performance and will provide an evaluation as appropriate to SVSU on forms provided by SVSU.
6. The Agency retains full responsibility for the care of patients/clients, and will maintain the quality of patient/client care without relying on the students' training activities for staffing purposes.
7. The Agency 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/client care, and the University shall immediately comply with such request. The written request from the Agency shall set forth the basis for removal.
8. In the event the University does not agree with the Agency'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 Agency) provide the Agency with a written statement setting forth the basis for any such disagreement.
9. The Agency will defend, indemnify and hold the University harmless from any and all claims and costs arising from the Agency's request for withdrawal of or refusal to accept any student to which the University provided its timely written statement of disagreement, provided that the Agency is determined by any court of administrative agency of competent jurisdiction to have acted in an unlawful manner in refusing to accept or requesting the withdrawal of a student; and further provided that the University shall promptly notify the Agency of any such claim, provide the Agency with an opportunity to defend, and provide the Agency with all reasonable assistance, except financial, in making such defense. No settlement of any such claim as it relates to the University shall be effected without the consent of the Agency.

#### **IV. STUDENTS' STATUS AND RESPONSIBILITIES**

1. Students will have the status of learners and will not replace Agency personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program. This provision shall not be deemed to prohibit the employment of any such student by the Agency under a separate employment agreement. SVSU shall notify each student of the contents of this paragraph.
2. Students are required to adhere to the standards, policies and regulations of the Agency during their educational program.
3. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by SVSU during their education program at the Agency.
4. Students will report for clinical experiences as assigned or call to report absences.
5. Students are to assume the cost of meals and transportation to the Agency.
6. Students of the University shall not be deemed to be employees of the Agency 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 Agency to receive clinical experience as a part of his or her 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. Students will not be entitled to any monetary or other remuneration for services performed by them at the Agency, nor will the Agency otherwise have any monetary obligation to SVSU or its students by virtue of the services provided by students in connection with their clinical education experience. SVSU shall notify each student of the contents of this paragraph.

#### **V. LIABILITY COVERAGE PROVISIONS**

The Agency and SVSU agree that statutory and common law theories and principles of law apply as follows:

1. SVSU will, to the extent permitted by law, defend, indemnify and hold harmless the Agency, its employees, agents and affiliates from any loss, claim, liability, damage, and expenses (including attorney fees) arising from the wrongful or negligent acts or omissions of SVSU, its employees, officers or contractors.
2. The University shall provide or require that each student maintain professional liability insurance with policy limits reasonably satisfactory to the Agency and the University, if such insurance is customarily available for the type of services to be engaged in by the student at the Agency.

3. The Agency will defend, indemnify and hold SVSU harmless from any loss, claim or damage arising from the wrongful acts or omissions of Agency, its employees, officers and contractors.
4. Both parties shall maintain contractual liability coverage with respect to their obligations on this Article V with limits reasonably satisfactory to the other party, and both parties shall provide proof of coverage upon execution of this Agreement, and thereafter upon request. In addition, SVSU and the Agency agree to notify each other in the case of material modification or cancellation of coverage, and to provide subsequent proof of coverage thereafter.
5. Both parties shall give prompt notice of any claim for indemnification hereunder, and shall cooperate in the defense of the matter or proceeding giving rise to the claim for indemnity. If the indemnifying party promptly provides the other party with a written unconditional undertaking to defend the matter and to provide indemnification, the indemnifying party may control the defense and settlement of the matter.

## **VI. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS**

1. SVSU agrees that students and faculty members have, or are in the process of completing, the Hepatitis B vaccination series. The TB skin testing will be completed prior to arrival at the Agency. SVSU will send a signed validation form stating such; or a waiver form, if they have declined the vaccine. These forms will be kept on file at the Agency in the Agency's employee health department, to comply with the OSHA Bloodborne Pathogen Standard. SVSU agrees that all students and faculty members will be instructed in the OSHA Bloodborne Pathogen and TB standards, either through SVSU or by attending one of the pre-scheduled sessions at the Agency.
2. The Agency will provide personal protection equipment that is appropriate for the tasks assigned to SVSU students.
3. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the education program at the Agency, the Agency agrees to provide the following services:
  - Being seen by the Agency's employee health service and/or emergency department as soon as possible after the injury;
  - Emergency medical care for the injury;
  - Initiation of the HBV and HIV protocol;
  - HIV counseling and appropriate testing; and
  - Counseling about the recommended course of medical follow-up after the exposure.

The source patient's HBV and HIV status will be determined by the Agency in the usual manner and to the extent possible.

## VII. TERM

This Agreement shall become effective as of the date stated at the beginning of this Agreement, and shall continue thereafter until terminated by either party upon forty-five (45) days' written notice of termination; provided, however, that students then receiving instruction in any program shall be given an opportunity to complete the full program during that instructional period.

## VIII. MISCELLANEOUS PROVISIONS

1. Term and Termination. This Agreement shall be effective as of the date of this Agreement and shall remain in effect until terminated by either party, pursuant to the terms of this Agreement.
2. No Assignment or Subcontracting. Neither party may assign any of its rights or obligations under this Agreement, directly or indirectly, without first obtaining the prior written consent of the other party.
3. Severability. In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the invalid or unenforceable part had been severed and deleted.
4. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes any prior oral or written understandings and agreements; can be modified or amended only by a writing signed by both parties; and may be signed in one or more counterparts, each fully executed copy of which shall be considered an original.
5. Governing Law. This Agreement shall be governed by the laws of the State of Michigan, without regard to its choice or conflicts of law principles which might otherwise be applicable.
6. Binding Effect. This Agreement, and all rights and powers granted by this Agreement, will bind and inure to the benefit of the parties and their respective successors and permitted assigns.
7. Force Majeure. Neither party shall be deemed in default under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, act of terrorism, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative, or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other similar cause beyond that party's control.
8. Survival. The obligations of the parties under this Agreement that by their nature would continue beyond expiration or termination of this Agreement, including but not limited to the indemnification paragraphs above, will survive the expiration or termination of this Agreement for any reason.

9. No Joint Venture. Neither this Agreement nor any act of a party pursuant to this Agreement shall be construed to create any partnership, joint venture, or agency relationship between parties, nor shall either party hold itself out to be vested with any power or right to bind the other party contractually or to act on behalf of the other party.
10. Waiver. Neither the waiver by any of the parties to this Agreement of a breach of or a default under any of the provision of this Agreement, nor the failure of either of the parties, on one or more occasions to enforce any of the provisions of this Agreement or to exercise any right or privilege under this Agreement will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges under this Agreement.
11. Headings. Headings in this Agreement are for convenience only and are not to be used to construe its terms.
12. No Third Party Beneficiary. This Agreement is intended 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 Agency and SVSU. Without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, employer, or prospective employer of any student.
13. Notices. All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing (including by facsimile with written confirmation thereof) and shall be deemed to have been duly given when (a) delivered personally, or (b) mailed by certified or registered mail, return receipt requested and postage prepaid, or (c) sent by nationally recognized overnight courier, with proof of delivery requested and charges prepaid, or (d) sent by facsimile notice, with confirmation of receipt received, to the following addresses until otherwise directed in writing.

If to SVSU:                      Saginaw Valley State University  
Dean, College of Health & Human Services  
7400 Bay Road  
University Center, MI 48710  
Fax #: (989) 964-4024

If to the Agency  
or any Affiliate:                WOLVERINE WORLD WIDE FAMILY  
YMCA OF GREATER GRAND RAPIDS  
6555 Jupiter Avenue NE  
Belmont MI 49306

The parties may change their respective addresses for notice purposes under this Agreement by giving notice of such change in accordance with the terms of this Agreement.



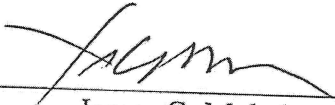
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

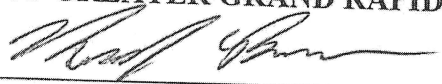
**THE UNIVERSITY:**

**THE AGENCY:**

**SAGINAW VALLEY STATE UNIVERSITY**

**WOLVERINE WORLD WIDE FAMILY  
YMCA OF GREATER GRAND RAPIDS**

By:   
James G. Muladore

By: 

Its: Executive Vice President for  
Administration & Business Affairs

Printed Name: NICK BROUWER

Its: SPORTS DIRECTOR

Date: 4/19/16

Date: 5/4/16

Schedule A

Addition of Affiliate dated as of 5/4/16.

WOLVERINE WORLDWIDE FAMILY YMCA (the "Agency"), located at  
6555 Jupiter Ave NE Belmont, MI 49306, and Saginaw Valley State University  
("SVSU") are parties to a Clinical Placement Agreement (the "Agreement") dated as of \_\_\_\_\_.

The Agency and SVSU desire to make the following Affiliate of the Agency an additional party to the Agreement:

Name of Affiliate: (print) N/A  
Contact Person: \_\_\_\_\_  
Address/Phone: \_\_\_\_\_

Upon execution of this document, the Affiliate(s) is/are parties to the Agreement. As of the date first written above, the definition of the "Agency" shall include such additional Affiliate(s) of the Agency.

**THE UNIVERSITY:**

**SAGINAW VALLEY STATE UNIVERSITY**

By: \_\_\_\_\_  
Name: James G. Muladore  
Its: Executive Vice President for  
Administration & Business Affairs  
Date: \_\_\_\_\_

**THE AGENCY:**

WOLVERINE WORLDWIDE FAMILY YMCA  
By: Nick Browner  
Printed Name: NICK BROUWER  
Its: SPORTS DIRECTOR  
Date: 5/4/16

**THE AFFILIATE:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_