

EDUCATION AFFILIATION AGREEMENT
NURSING ASSISTANT PROGRAM

This EDUCATION AFFILIATION AGREEMENT between HealthSource Saginaw, Inc., of Saginaw, Michigan hereinafter referred to as “HSS” and the Saginaw Career Complex located at 2102 Weiss Street, Saginaw, MI 48602 hereinafter referred to as “SCC” is effective as of August 31, 2026.

WHEREAS, HSS will allow SCC the use of HSS facility for their Certified Nursing Assistant (CNA) Students to receive educational instructions under the supervision of their instructor(s) and appointed HSS staff;

WHEREAS, The Students are known as “Students” and are not employed by HSS or SCC;

WHEREAS, The SCC appointed instructor of their Student(s) will be known as the Instructor and is not employed by HSS.

WHEREAS, The SCC Instructor and Student(s) will have access to confidential, personally identifiable health information in conjunction with the job functions performed as part of education instructions;

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations (45 CFR § 164.501, 164.502(a) and 164.506 issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA) (42USC § 1320-1320d-8) and as the training program in which the Students participate is considered part of “health care operations” as defined in 45 CFR Section 164.501, use of PHI for health care operations is permitted under 45 CFR 164.506 and as trainees at HSS the Students are part of HSS’ workforce as defined in 45 CFR Section 160.103;

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows;

1. **Services:** HSS agrees to allow SCC to refer qualified Instructors and Students on an as needed basis.
 - a. SCC will arrange for Students to affiliate at HSS. Specific days/hours will be agreed upon by a designee of each party. There will be no more than 12 Students assigned to one clinical Instructor per class.
 - b. Taking attendance at the clinical site is the responsibility of the school. Students will not displace or replace regular employees at HSS. The school agrees to maintain sufficient affiliation sites to accommodate all qualified students.
 - c. SCC will ensure Students have provided necessary documentation to perform the physical requirements necessary by agreement of both parties.

d. Students are under the supervision of the clinical instructor employed by the school. The school is responsible for providing all training instruction. Students will have received the necessary classroom and clinical instruction from the school before being authorized to perform patient/resident care. The clinical instructor will make assignments and with the help of the professional staff of HSS, evaluate each student's performance. The clinical instructor/Nursing Assistant program coordinator will be present at all times students are present.

e. SCC is responsible for the conduct/dress requirements of the students at HSS. A student who does not satisfactorily meet the requirements of this agreement may be terminated. Prior to termination, the student will be notified of these deficiencies and will be given one (1) day to correct. The school recognizes that HSS has a service responsibility to the patients/residents. If a student jeopardizes this responsibility in any way, HSS has the right to demand that the student be removed from the clinical experience immediately.

2. **Qualifications:** SCC agrees to provide documentation, if requested, that the Instructor(s) and Student(s) have successfully met the following qualifications:

- a. Is a U.S. Citizen or has proper INS Visa
- b. Proof of current Criminal Background Check according to Public Act 303, Section 203173 and Medicare Fraud Exclusion.
- c. Provide results of fingerprinting as required under Public Acts 27, 28 and 29.
- d. Pursuant to Public Act 27, 28 and 29 of 2006 completion of the LONG TERM CARE WORKFORCE BACKGROUND CHECK APPLICATION FORM (Attached).
- e. Proof of TB test or chest xray within the last twelve (12) months before starting.
- f. SCC agrees to ensure Instructor(s) and Student(s) abide by the provisions of HSS policies and procedures as provided to SCC by HSS.

3. **Insurance:** SCC shall ensure and provide proof that students and staff have professional general liability insurance in effect and is responsible for insuring students against injury acquired at HSS.

4. **Indemnification:** SCC agrees to hold harmless HSS from and against any and all claims, liabilities or damages which are based upon the negligence, malpractice, malfeasance or misconduct of the Instructor(s) or student(s) that arise as a direct consequence of the performance of their specified teaching and learning obligations while on the premises of HSS, providing HSS has met its obligations of training and orientation. HSS agrees to indemnify and hold harmless SCC from any and all claims, liabilities or damages of any kind which are based upon the negligence, malpractice, malfeasance or misconduct of HSS, its agents or employees.

5. **Governing Law:** This Agreement shall be enforced, governed and construed under the laws of the State of Michigan.

6. **Term and Termination:** The term of this Agreement shall begin on the date identified above and may be terminated by either party without cause by giving the other party to this agreement prior written notice of at least thirty (30) days or until the end of any then scheduled training program, whichever is shorter. Either party may terminate this Agreement for cause, following notice and a reasonable opportunity to cure the breach, if (1) any of the provisions of this Agreement is materially breached by the other party and/or (2) SCC or its instructor(s) or student(s) fail to cooperate with HSS policies and procedures and/or (3) HSS or its staff fail to cooperate with SCC policies and procedures. The parties agree they will cooperate with each other in completing any responsibilities owed to each other under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized representatives, effective as of the date first set forth above.

HEALTHSOURCE SAGINAW, INC.

By:_____

Print Name:_____

Title:_____

Date:_____

SAGINAW CAREER COMPLEX

By:_____

Print Name:_____

Title:_____

Date:_____