

ECC Board of Trustees

Executive Summary

Date: February 25, 2016

Subcommittee: Consent Agenda

Agenda Item: Affiliation Agreements requested by the Health Science Division between ECC with Bright Beginnings Therapy Services OT PT SLP PLC, Gowanda Ambulance Service and the Department of Veterans Affairs (VA)

This item is: For Board's Approval

Backup Documentation: Attached to this document

Background Information:

In order to provide students with needed competencies and standards of proficiency required for degree and certificate completion, a clinical Affiliation Agreement is requested for Health Science Division with: (1) Bright Beginnings Therapy Services OT PT SLP PLC for the Occupational Therapy AAS degree at North; (2) Gowanda Ambulance Service for the Emergency Medical Technology: Paramedic AAS degree and certificate at South Campus; and (3) and the Department of Veterans Affairs (VA) for the programs: Clinical Laboratory Technician AAS at North, Emergency Medical Technology: Paramedic AAS and Certificate at South, Health Information Technology AAS at North, Medical Assisting AAS at North, Mental Health Assistant – Substance Abuse Counseling AS at City, Nursing AAS at City and North, Occupational Therapy Assistant AAS at North and Respiratory Care AAS at North.

Reasons for Recommendation:

To provide students access to required clinical, technical and educational experience and training directly related to the successful completion of curricula.

Fiscal Implications:

Required course(s) for student graduation.

Consequences of Negative Action:

Students would not have access to required clinical learning experiences.

Steps Following Approval:

Review and approval by ECC legal counsel.

Contact Information If Any Questions:

Richard C. Washousky, Executive Vice President of Academic Affairs, North Campus
Phone: (716) 851-1500 / E-Mail: washousky@ecc.edu

Patrick J. Wiles, Associate Vice President of Health Sciences, North Campus
Phone: (716) 851-1901 / Email: wiles@ecc.edu



Erie Community College Affiliation Agreement

This agreement is made as of this 26th day of January, 2016 by and between **ERIE COMMUNITY COLLEGE**, an educational institution part of a municipal corporation of the State of New York, namely, the County of Erie [hereinafter referred to as “**ECC**”], and Bright Beginnings Therapy Services OT PT SLP PLLC, 5205 Oakwood Drive, North Tonawanda, NY 14120, an individual, partnership, limited liability company, corporation or other organization doing business in the State of New York [hereinafter referred to as the “**HOST**”].

WITNESSETH

WHEREAS, **ECC** and the **HOST** are desirous of developing a program pursuant to which **ECC** students may make use of some or all of the **HOST**'s facilities for the purpose of enabling said students to gain field clinical, technical and educational experience and training directly related to and/or required for successful completion of the **ECC** courses or programs in which the students are enrolled, and

WHEREAS, the **HOST** is willing to afford assigned **ECC** students access to the **HOST**'s facilities for such purpose, upon the terms and conditions set forth herein, and to accept said students without regard to sex, race, color, disability, national and ethnic origin, age, sexual orientation, religion or creed.

NOW, THEREFORE, **ECC** and the **HOST**, in consideration of the covenants contained herein, hereby mutually agree and intend to be legally bound as follows:

1. The **HOST** will afford assigned **ECC** students access to a mutually agreed upon meeting location, either a public or, a private establishment, for the purpose of enabling said students to gain field clinical, technical and educational experience and training directly related to and/or required for successful completion of the **ECC** courses or programs in which the students are enrolled.

2. The **HOST** will make known to the designated **ECC** faculty/instructors all rules, regulations and procedures of the **HOST** to be applicable to the assigned **ECC** students and **ECC** will be responsible for ensuring that the assigned **ECC** students are informed as to such policies and of their need to comply with same. The information provided by the **HOST** and explained by **ECC Faculty/Instructors** to **ECC** Students will include information relevant to the **HOST's** policies and procedures with regard to the Health Insurance Portability and Accountability Act (HIPAA).

3. The **HOST** will have the right to require the removal of any assigned **ECC** student or designated **ECC** faculty/instructor who fails to comply with the **HOST's** rules, regulations and procedures or whose condition or conduct jeopardizes the well-being or safety of any patient or employee of the **HOST** or any other person.

4. **ECC** will instruct the assigned students as to their ethical and legal obligations relative to confidentiality and to respect and preserve the presumptively confidential nature of all information which the students may obtain while gaining field clinical, technical and educational experience and training at the **HOST's** facilities, whether obtained from patients/significant others, another student, any staff or records of the **HOST** or otherwise. **ECC** will include in this instruction of the students specific reference to HIPPA and any special requirements of HIPPA relative to the student's training at the **HOST's** facility.

5. **ECC's** designated faculty/instructors and assigned students shall not be deemed employees of the **HOST** nor shall any monetary consideration be paid by or to the **HOST** relative to the field clinical, technical and educational experience and training provided under this Agreement.

6. **ECC** will neither publish nor cause to be published any material related to the field clinical, technical and educational experience and training provided under this Agreement without prior written approval of the **HOST**.

7. The **HOST** will have the right to limit the number of **ECC** students who may be assigned to participate in the field clinical, technical and educational experience and training to be provided under this Agreement.

8. The designee **ECC** faculty/instructors and the **HOST** designee will jointly agree, as indicated in the Appendix(ces), in advance of each semester or other applicable student training rotation, as to the number of students to be assigned by **ECC** and accepted by the **HOST** and as to the specific dates, hours and facilities for upcoming field clinical, technical and educational experience and training.

9. Except as otherwise specifically provided herein, including Appendix(ces), neither **ECC** nor the **HOST** shall be financially responsible for expenses incurred by the assigned **ECC** students, including, but not limited to, all housing, meals and transportation to and from **ECC** and/or the **HOST's** facilities.

10. Insofar as may be required under applicable law or regulation, **ECC** will see to it that every assigned **ECC** student has undergone a physical examination of sufficient scope so as to ensure that the said students do not assume their duties at the **HOST's** facilities unless free from any health impairment which poses a risk to patients or otherwise interferes with the performance of said duties.

11. The **HOST** will make emergency medical care available to any designated **ECC** faculty or instructor or assigned **ECC** student who may become ill or incapacitated or who may be injured while at the **HOST's** facilities. Said faculty, instructors and students shall be responsible for seeking and obtaining all other emergency medical care.

12. **ECC**, through the county of Erie is largely self-insured with regard to automobile liability, general liability, medical malpractice liability and workers' compensation matters. In the event that the **HOST** receives notice of any claim arising out of or related to the field clinical, technical and educational experience and training provided under this Agreement, the **HOST** will immediately give notice thereof to **ECC**, through its designated faculty/instructor.

13. Notwithstanding its largely self-insured status, **ECC** does maintain a School Policy for Healthcare Provider Students which affords \$1 million each claim/\$3 million aggregate professional liability insurance coverage to those **ECC** students, and their **ECC** faculty and advisors, who provide healthcare-related services. Where healthcare-related services are provided by assigned **ECC** students at the **HOST's** facilities, **ECC** will cause an insurance certificate evidencing such coverage to be

issued to the **HOST** and will keep such coverage in place so long as **ECC** students are assigned to the **HOST's** facilities.

14. During all time periods when **ECC** students are assigned to the **HOST's** facilities, the **HOST** will maintain in force and effect policies of general liability, automobile liability, professional liability and workers' compensation insurance. The **HOST** will also provide **ECC** with evidence of such insurance coverages, on **ACORD** or equivalent insurance certificate forms, and copies of said insurance certificates will be attached to this Agreement.

15. The **HOST** agrees to defend, indemnify and hold harmless **ECC**, to include the County of Erie, and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from actions or omissions, materials provided, services rendered or other performance of or by the **HOST**, its agents, employees or volunteers, pursuant to this Agreement. **ECC**, to include the County of Erie, agrees to defend, indemnify and hold harmless the **HOST** and its agents and employees from and against all claims, damages, losses and causes of action arising out of or resulting from actions or omissions, materials provided, services rendered or other performance of or by **ECC**, its agents, employees or volunteers, pursuant to this Agreement.

16. With regard to any field clinical, technical and educational experience and training involving the provision by assigned **ECC** students of healthcare services to patients:

A. The **HOST** will maintain overall supervision of all such patient care, including any required medical direction.

B. A professional staff member of the **HOST** may intervene in such patient care at any time and any manner deemed necessary, as dictated by the circumstances, so as to safeguard patient(s), including without limitation the issuance of emergency medical direction to the **ECC** student(s) or the resumption by the **HOST** of the provision of such care to patient(s).

C. **ECC** students will be instructed to immediately request guidance and direction from either a professional staff member of the **HOST** or an **ECC** faculty/instructor where the student becomes unsure as to how to proceed with the care of a patient or where a patient's condition appears to the student to require the immediate attention of a professional staff member of the **HOST**.

D. The designated **ECC** faculty/instructors will provide orientation to the **HOST**'s professional staff relative to the courses or programs in which the assigned **ECC** students are enrolled and the students' previous field clinical, technical and educational experience and training.

E. The professional staff of the **HOST** will provide orientation to the designated **ECC** faculty/instructors, and to the assigned **ECC** students, including without limitation the **HOST**'s procedures as to fire and safety evacuation, body substance isolation, safe use of tools and equipment, permitted entry and exit points for the **HOST**'s facilities, available locker or changing rooms, restricted or prohibited access areas and any requirements as to attire or the display of photo or other identification.

17. **ECC** and the **HOST** agree that each will comply with all applicable laws, rules, and regulations with respect to the performance of this Agreement.

18. Except as may otherwise be set forth in the Appendix(ces), and unless sooner terminated as set forth in paragraph "19", this Agreement will commence as of the date first written above, will continue in full force and effect for a period of one (1) year and will thereafter continue in full force and effect until terminated as set forth in said paragraph "19".

19. This Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice addressed to the other as set forth Appendix, provided, however, that no such termination on the part of the **HOST** shall take effect prior to the conclusion of the student training rotation during which such notice of termination is given.

20. This Agreement may be modified only upon the further mutual consent of **ECC** and the **HOST** and then only by means of another writing, approved and executed in a similar fashion to the approval and execution of this Agreement.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The illegality or non-enforceability of any provision of this Agreement shall not affect the validity of remaining provisions.

22. This Agreement supersedes all prior understandings and agreements between the parties, both written and oral.

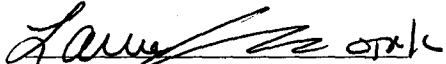
23. This Agreement may not be assigned in whole or in part without the prior written consent of the parties.

ERIE COMMUNITY COLLEGE

Name of Site

Bright Beginnings Therapy Services OT
PT SLP PLLC

By: Jack Quinn

By: 
Laure Krupczyk, OTR/L

ECC President

Date: _____

Date: 1/29/16

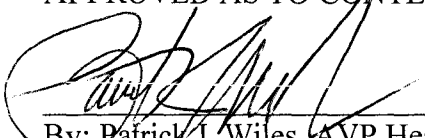
STATE OF NEW YORK
COUNTY OF ERIE

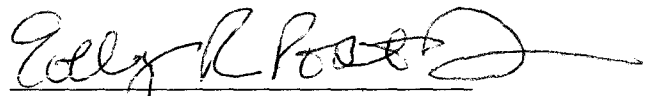
On the _____ day of _____, before me personally came Jack Quinn, to me known to be the individual described in, and who, executed, the foregoing instrument and acknowledge that he executed the same.

Notary Public

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:


By: Patrick J. Wiles, AVP Health Science


By: Evelyn Post-Dunn, Department Head
Occupational Therapy Assistant Program

2/8/16
Date

2/8/16
Date

APPROVED AS TO FORM:

By: Kristin Klein-Wheaton
Executive Vice President, Legal Affairs

Date
Doc. #



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Penfold Scott Associates, Inc. 8340 Main St. Williamsville, NY 14221	CONTACT NAME: PHONE (A/C, No, Ext): (716) 565-3400 E-MAIL ADDRESS: info@penfoldscott.com		FAX (A/C, No): (716) 524-6323
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Bright Beginnings Therapy Services, OT, PT, SLP, PLLC 5205 OAKWOOD DRIVE N. Tonawanda, NY 14120	INSURER A : Philadelphia Insurance Company		23850
	INSURER B : Philadelphia Indemnity Insurance Co.		18058
	INSURER C : AmTrust North America		42376
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1321794	04/19/2015	04/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB496461	04/19/2015	04/19/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WWC3128738	03/01/2015	03/01/2016	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

County of Erie and Erie Community College
4041 Southwestern Blvd.
Orchard Park, NY 14127

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Erie Community College Affiliation Agreement

This agreement is made as of this January 7, 2016 by and between **ERIE COMMUNITY COLLEGE**, an educational institution part of a municipal corporation of the State of New York, namely, the County of Erie [hereinafter referred to as “**ECC**”], and **GOWANDA AMBULANCE SERVICE** an individual, partnership, limited liability company, corporation or other organization doing business in the State of New York [hereinafter referred to as the “**HOST**”].

WITNESSETH

WHEREAS, **ECC** and the **HOST** are desirous of developing a program pursuant to which **ECC** students may make use of some or all of the **HOST**'s facilities for the purpose of enabling said students to gain field clinical, technical and educational experience and training directly related to and/or required for successful completion of the **ECC** courses or programs in which the students are enrolled, and

WHEREAS, the **HOST** is willing to afford assigned **ECC** students access to the **HOST**'s facilities for such purpose, upon the terms and conditions set forth herein, and to accept said students without regard to sex, race, color, disability, national and ethnic origin, age, sexual orientation, religion or creed.

NOW, THEREFORE, **ECC** and the **HOST**, in consideration of the covenants contained herein, hereby mutually agree and intend to be legally bound as follows:

1. The **HOST** will afford assigned **ECC** students access to the **HOST**'s facilities, at the location(s) identified in the Appendix(ces) annexed hereto, for the purpose of enabling said students to gain field clinical, technical and educational experience and training directly related to and/or required for successful completion of the **ECC** courses or programs in which the students are enrolled. Such

access shall include one or more meeting rooms or conference areas for the assigned **ECC** students and the **ECC** faculty/instructors designated in the Appendix (ces).

2. The **HOST** will make known to the designated **ECC** faculty/instructors all rules, regulations and procedures of the **HOST** to be applicable to the assigned **ECC** students and **ECC** will be responsible for ensuring that the assigned **ECC** students are informed as to such policies and of their need to comply with same. The information provided by the **HOST** and explained by **ECC Faculty/Instructors** to **ECC** Students will include information relevant to the **HOST's** policies and procedures with regard to the Health Insurance Portability and Accountability Act (HIPAA).

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7. The **HOST** will have the right to limit the number of **ECC** students who may be assigned to participate in the field clinical, technical and educational experience and training to be provided under this Agreement.

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condition appears to the student to require the immediate attention of a professional staff member of the **HOST**.

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20. This Agreement may be modified only upon the further mutual consent of **ECC** and the **HOST** and then only by means of another writing, approved and executed in a similar fashion to the approval and execution of this Agreement.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The illegality or non-enforceability of any provision of this Agreement shall not affect the validity of remaining provisions.

22. This Agreement supersedes all prior understandings and agreements between the parties, both written and oral.

23. This Agreement may not be assigned in whole or in part without the prior written consent of the parties.

ERIE COMMUNITY COLLEGE

By: Jack Quinn
ECC President
Date: _____

GOWANDA AMBULANCE SERVICE

Patricia Volk
By: Patricia Volk, President
Date: 1-13-16

STATE OF NEW YORK
COUNTY OF ERIE

On the _____ day of _____, before me personally came Jack Quinn, to me known to be the individual described in, and who, executed, the foregoing instrument and acknowledge that he executed the same.

Notary Public

APPROVED AS TO CONTENT:

Patrick J. Wiles

Patrick J. Wiles, AVP Health Science
1/22/16
Date

APPROVED AS TO CONTENT:

Department Head/Chair

Department Head/Chair
1/20/2016
Date

APPROVED AS TO FORM:

By: Kristin Klein-Wheaton
Executive Vice President, Legal Affairs

Date
Doc. # _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Potter, Harris & Scherrer 8810 Main Street Williamsville, NY 14221	CONTACT NAME: James Ring
	PHONE (A/C, No, Ext): 716-634-5656 FAX (A/C, No): 716-633-1086
	E-MAIL ADDRESS: jring@thenorthwoodscorp.com
INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Gowanda Ambulance Jim Eddy PO Box 143 Gowanda, NY 14070	INSURER A : ARCH Insurance Company 692
	INSURER B : ARCH Insurance Company 692
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>		MEPK07078310	12/31/2015	12/31/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
B	<input checked="" type="checkbox"/> Cyber Liability		MECP08370201	12/31/2015	12/31/2016	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 10,000,000
	OTHER:					PRODUCTS - COMPIOP AGG \$ 10,000,000
						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		MEPK07078310	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO <input type="checkbox"/>					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS <input type="checkbox"/>	SCHEDULED AUTOS <input type="checkbox"/>				BODILY INJURY (Per accident) \$
	HIRED AUTOS <input type="checkbox"/>	NON-OWNED AUTOS <input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/>	OCCUR <input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/>	CLAIMS-MADE <input type="checkbox"/>				AGGREGATE \$
	DED <input type="checkbox"/>	RETENTION \$ <input type="checkbox"/>				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater		MEIM07007610	12/31/2015	12/31/2016	
A	Professional Liab.		MEPK07078310	12/31/2015	12/31/2016	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
COUNT20	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
County of Erie and Erie Community College 4041 Southwestern Blvd Orchard Park, NY 14127	AUTHORIZED REPRESENTATIVE <i>James R. Ring</i>



**ASSOCIATED HEALTH EDUCATION AFFILIATION AGREEMENT
BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS (VA)
AND AN EDUCATIONAL PROGRAM**

Use when trainees are enrolled in an educational program approved by an accrediting body recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA)

VISN 2

VA NETWORK

VA WNY HEALTHCARE SYSTEM 3495 Bailey Ave. Buffalo, New York

VA HEALTHCARE FACILITY (including city and state) Erie Community College City Campus, Buffalo, New York 14203:
North Campus, Williamsville, NY 14221: South Campus, Orchard Park New York 14127

NAME OF EDUCATIONAL INSTITUTION (including city and state) Erie Community College Associate Degree Nursing Program, A.A.S.: Clinical Lab Technology, A.A.S.: Medical Assistant. A.A.S.: Respiratory Care Program, A.A.S. Occupational Therapy, A.A.S.: Emergency Medical Technology /Paramedic. Certificate Program, A.S.S.: Health Information Technology, A.S.S. Mental Health Assisting

PROGRAM/DISCIPLINE AND DEGREE(S)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, the listed VA facility or facilities, and the listed educational program for the academic purposes of enhanced patient care, education, and research. VA and the affiliated educational institution have a shared responsibility for the academic enterprise. The affiliated institutions accept primary responsibility for the integrated education programs conducted with VA while VA retains full responsibility for the care of VA patients and administration of its healthcare system. Additional responsibilities are delineated below.

RESPONSIBILITIES

1. The affiliated educational institution has the following responsibilities:

- A. Operate, manage, and assume overall educational responsibilities for the educational program and maintain accreditation by an agency that is recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).
- B. Select trainees that meet qualifications as agreed upon by the educational institution and VA.

2. VA has the following responsibilities:

A. Operate and manage the VA facility and maintain accreditation by the Joint Commission and other accrediting entities as appropriate.

B. Appoint qualified healthcare professionals, as appropriate, as full-time or part-time staff of the facility to provide supervision of trainees and provide Veteran patient care.

C. Participate with the affiliated school in the academic programs of education and research, provide a quality learning environment, and supply sufficient resources for appropriate conduct of such programs.

D. Establish minimal qualifications for trainees coming to VA for clinical education.

E. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.

F. Orient trainees and faculty to the VA facility and inform them that they are subject to VA rules and regulations while in a VA facility.

G. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.

H. VA will ensure that all trainees and faculty who will be assigned to VA receive VA appointments, to include issuance of appropriate letters of appointment documenting their appointment as VA employees.

I. Assure that staff with appropriate credentials will supervise trainees.

J. Assure that trainees with occupational injuries (including exposure to infectious or environmental hazards), will be assessed and, in emergency cases, initially treated at VA. Workers compensation coverage for trainees will be that which is provided under the Federal Employees' Compensation Act.

K. Appoint VA staff and appropriate school program faculty to the VA Partnership Council and its subcommittees. School program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

L. Conduct periodic reviews of academic programs and policies according to VA policies.

TERMS OF AGREEMENT

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with the affiliated institutions. Through this agreement, a collaboration is created with VA to enhance patient care, education, and research.

The participating institutions and VA comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-91, the Age Discrimination Act of 1975, and all related regulations, and assure that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

Properly appointed faculty members and trainees of the sponsoring institutions, when at VA healthcare facilities or on VA assignment at offsite facilities and while furnishing professional services covered by this agreement, will have personal liability protection by the provisions of the Federal Employees' Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

Amendments must be bilaterally executed in writing, signed by authorized representatives of both agencies. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

Should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the parties' designated Points of Contact, the area(s) of disagreement will be reduced to writing by each party and presented to the authorized officials at both participating entities. If settlement cannot be reached at this level, the disagreement will be raised to the next level in accordance with the parties' procedures for final resolution. Both parties will proceed diligently in performing their obligations under this agreement pending final resolution of any dispute arising hereunder.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until _____ [*insert a date that is not to exceed ten years in the future and that allows for completion of the last training cycle during that period*] and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

SIGNATURES FOR ACADEMIC INSTITUTION

Signature of Dean or Equivalent Responsible Official for the Educational Institution or Program

Date of Signature

Jack Quinn

Typed Name of Individual Signing Above

President

Typed Title of Individual Signing Above

SIGNATURES FOR DEPARTMENT OF VETERANS AFFAIRS

Signature of Responsible VA Official for Educational Program

Date of Signature

Lisa A Bedford MS, RD, CDN

Typed Name of Individual Signing Above

Chief of Education Officer

Typed Title of Individual Signing Above

Signature of VA Designated Education Officer

Date of Signature

Lisa A Bedford MS, RD, CDN

Typed Name of Individual Signing Above

Chief of Education Officer

Typed Title of Individual Signing Above

Signature of Director or Equivalent Responsible Official for VA Healthcare Facility

Date of Signature

Brian G. Stiller SES

Typed Name of Individual Signing Above

Medical Center Director

Typed Title of Individual Signing Above

Signature of VISN Director or Designee for Department of Veterans Affairs

Date of Signature

Brian G. Stiller SES

Typed Name of Individual Signing Above

Medical Center Director

Typed Title of Individual Signing Above

22. This Agreement supersedes all prior understandings and agreements between the parties, both written and oral.

23. This Agreement may not be assigned in whole or in part without the prior written consent of the parties.

ERIE COMMUNITY COLLEGE

Name of Site

By: Jack Quinn
ECC President
Date: _____

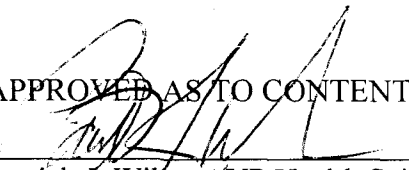
By: _____
Date: _____

STATE OF NEW YORK
COUNTY OF ERIE

On the _____ day of _____, before me personally came Jack Quinn, to me known to be the individual described in, and who, executed, the foregoing instrument and acknowledge that he executed the same.

Notary Public

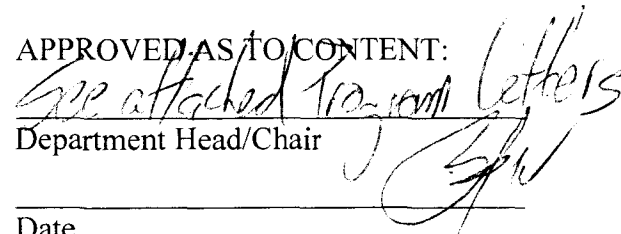
APPROVED AS TO CONTENT:


Patrick J. Wiles, XVP Health Science

Date

2/4/16

APPROVED AS TO CONTENT:


Department Head/Chair

Date

APPROVED AS TO FORM:

By: Kristin Klein-Wheaton
Executive Vice President, Legal Affairs

Date

Doc. # _____

Educational Program Letter:

Name of Educational Facility: Erie Community College

Name of specific Program: Clinical Laboratory Technician

Educational Program Faculty Contact: David Sylvia

Faculty person responsible for teaching, supervision, evaluation of trainees for education program: David Sylvia

Training Dates/Times Agreed Upon: (See Attached)

Educational Objectives for VA Training (Please List): (See Attached)

Indicate how the trainee will evaluate their clinical training experience in addition to the VA Learner's Perception Survey: The trainee will complete the "Student Evaluation of the Clinical Site" form. (See Attached)

How do you share these evaluative results with the VA? Completed student evaluations of the clinical site will be emailed to the site instructors for their review and discussion.

Program Accreditation (Please specify): National Accrediting Agency for Clinical Laboratory Sciences (NAACLS).

I agree with the information above outlining the VA training experience.

David Sylvia

Signature of Education Program Contact

1/22/2016

Date

Signature of VA Contact

Date

Educational Program Letter

Name of Educational Facility: Erie Community College

Emergency Medical Technology

Name of Specific Program: Paramedic Program

Educational Program Faculty Contact: Joseph M. Gonter, Dept. Chair

Faculty person responsible for teaching, supervision, evaluation of trainees for Educational Program: Students will be precepted by VAMC RN's, PA's and MD's

Training Dates/Times Agreed Upon: Start Date: November 1st 2015 for subsequent Fall and Spring semesters until contract termination.

Educational Objectives for VA Training (Please List):

See attached Emergency Department objectives for the Paramedic program.

Indicate how the trainee will evaluate their clinical training experience in addition to the VA Learner's Perception Survey:

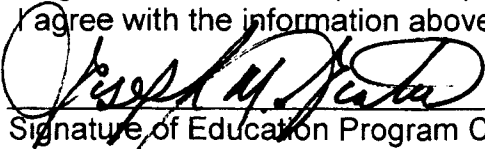
Students will complete an anonymous year end survey of the clinical site.

How do you share these evaluative results with the VA?

Evaluations for the VAMC Emergency Department are kept on site in the EMT Department. Summary evaluations to be sent upon request of the clinical site.

Program Accreditation (Please specify): CAAHEP Accredited January 2015.

I agree with the information above outlining the VA training experience.


Signature of Education Program Contact

1/22/2016
Date

Signature of VA Contact

Date



Department of Veterans Affairs

Education Program Letter of Agreement

Name of Educational Facility: Erie Community College

Name of Specific Program(s): Health Information Technology (HIT)

Educational Program(s), Faculty Contact: Cecil Lauritsen

Supervisory Faculty for Educational Program: Cecil Lauritsen

Training Dates Agreed Upon: Summer Session as agreed upon

Educational Objectives for VA Training (Please List):

To complete assignments in the Health Informatics department.
To meet the HIT degree requirements. To complete a 12-hour
rotation.

Indicate how the trainee will evaluate their clinical training experience in addition to the VA Learner's Perception Survey:

Student will complete the student site survey.

How do you share these evaluative results with the VA?

A summary will be sent at the request of the
clinical site.

I agree with the information above outlining the VA training experience.

Cecil Lauritsen

Signature of Education Program Contact

2-4-16

Date

Educational Program Letter:

Name of Educational Facility: Erie Community College

Name of specific Program: Medical Assistant

Educational Program Faculty Contact: Sonja Miller

Faculty person responsible for teaching, supervision, evaluation of trainees for education program: Sonja Miller

Training Dates/Times Agreed Upon: Practicum placements occur in either the fall or spring semesters. Times agreed upon are initiated by the practicum site. Students are required to attend training for one-hundred-sixty (160) hours.

Educational Objectives for VA Training (Please List):

1. Apply skills learned in class to situations encountered in the medical facility.
 2. Assist staff as requested
 3. Interact courteously and calmly with patients
 4. Perform *administrative skills appropriate for a medical assistant
 5. Perform *clinical skills appropriate for a medical assistant
- (*See attached "Practicum Evaluation of Student" form for a detailed list of skills)

Indicate how the trainee will evaluate their clinical training experience in addition to the VA Learner's Perception Survey: The trainee will complete the "Student Evaluation of the Practicum Site" form. (See Attached)

How do you share these evaluative results with the VA? Practicum coordinator will visit practicum placement departments encouraging discussion of evaluation.

Program Accreditation (Please specify): Medical Assisting Educational Review Board (MAERB)

I agree with the information above outlining the VA training experience.

Sonja Miller

Signature of Education Program Contact

1/29/16

Date

Signature of VA Contact

Date

Educational Program Letter

Name of Educational Facility: Erie Community College - City

Name of Specific Program: Mental Health Assistant - Substance Abuse Counseling

Educational Program Faculty Contact: Shari Greenwood

Faculty person responsible for teaching, supervision, evaluation of trainees for Educational Program: Richard C. Washousky

Training Dates/Times Agreed Upon: Fall, Spring and Summer Semesters

Educational Objectives for VA Training (Please List):

Courses are: AC218 - Alcohol Counseling Field Work and SA 116 Clinical Internship 1. Based on the following course objectives from the course syllabi for courses AC218 - Alcohol Counseling Field Work and SA116 Clinical Internship 1. An Educational Objective Plan is submitted that is reviewed by the site supervisor. The form is reviewed and accepted by the instructor.

Upon completion of the Substance Abuse Clinical Internship I course, the student will demonstrate:

1. the increased ability to interact effectively with chemically dependent clients, family members, or children of persons with chemical dependency.
2. improvement of their diagnostic assessment and treatment planning skills related to clinical activities with chemically dependent individuals, families and significant others.
3. improved knowledge/use of the American Society of Addiction Medicine client placement criteria as it relates to continuum of treatment, variable length of stay and treatment decision making.
4. an increased knowledge of the chemical dependency recovery process through clinical application of their knowledge, skills and community resources.
5. knowledge and application of counseling theories and techniques to addictions counseling.

Upon completion of the Alcoholism Fieldwork course, the student will demonstrate an:

1. increased knowledge of their learning of intake, individual and group counseling skills.
2. increased awareness of how the recovery process is impacted by other psychoactive substance dependencies, psychiatric disorders and developmental conflicts including children of alcoholics' residual issues and object relationship impairment.
3. increased self-understanding of their own issues as they relate to becoming a substance abuse counselor through agency supervision, privileging and clinical internship seminar.
4. understanding schema therapy and its application to addictions clients.

Indicate how the trainee will evaluate their clinical training experience in addition to the VA Learner's Perception Survey:

At the end of the semester, the site supervisor will receive an evaluation from ECC.

How do you share these evaluative results with the VA?

The VA evaluates the students and provides information to ECC based on evaluation.

Program Accreditation (Please specify): OASAS (Office of Alcoholism and Substance Abuse)

I agree with the information above outlining the VA training experience.

R. Washousky
Signature of Education Program Contact

2/7/16
Date

Signature of VA Contact

Date

Educational Program Letter

Name of Educational Facility: Erie Community College

Name of Specific Program: Nursing

Educational Program Faculty Contact: Edom V. Ball

Faculty person responsible for teaching, supervision, evaluation of trainees for Educational Program: Edom V. Ball

Training Dates/Times Agreed Upon: _____

Educational Objectives for VA Training (Please List):

To utilize the concepts of wellness, health promotion, health restoration and health maintenance to care for selected clients in the clinical setting.

Show awareness of the clients cultural beliefs, demonstrate caring and therapeutic communication and critical thinking skills while providing care.

Indicate how the trainee will evaluate their clinical training experience in addition to the VA Learner's Perception Survey:

Students must meet course objectives

How do you share these evaluative results with the VA?

One on one meeting with Unit manager followed up with written summary at their request

Program Accreditation (Please specify): NNN / ACEN

I agree with the information above outlining the VA training experience.

Edom V. Ball
Signature of Education Program Contact

1/25/2016
Date

Signature of VA Contact

Date

Educational Program Letter

Name of Educational Facility: Erie Community College

Name of Specific Program: Occupational Therapy Assistant

Educational Program Faculty Contact: Debra Battistella

Faculty person responsible for teaching, supervision, evaluation of trainees for Educational Program: Debra Battistella

Training Dates/Times Agreed Upon: Spring, Summer of each year

Educational Objectives for VA Training (Please List):

To complete level I or level II fieldwork assignments/
Experiences required for the Associate Degree in
Occupational Therapy Assistant. Level I - 60 hour rotation,
Level II - 320 hour rotation

Indicate how the trainee will evaluate their clinical training experience in addition to the VA Learner's Perception Survey:

Self assessment completed by student

How do you share these evaluative results with the VA?

Copies maintained in VA files in the OT department

Program Accreditation (Please specify): ACOTE

I agree with the information above outlining the VA training experience.

Debra Battistella Zachary Post 11/29/16, 11/29/16
Signature of Education Program Contact Date

Signature of VA Contact

Date

Educational Program Letter

Name of Educational Facility: Erie Community College

Name of Specific Program: Respiratory Care

Educational Program Faculty Contact: Connie Zmicka

Faculty person responsible for teaching, supervision, evaluation of trainees for Educational Program: Connie Zmicka

Training Dates/Times Agreed Upon: Fall, Spring, Summer Sessions

Educational Objectives for VA Training (Please List):

Students would participate in all areas covered by Respiratory Care Department. Education to include but not limited to oxygen delivery, airway maintenance, mechanical ventilation, medication delivery, patient assessment, PFT testing and Cardio-pulmonary rehab.

Indicate how the trainee will evaluate their clinical training experience in addition to the VA Learner's Perception Survey:

Students complete a survey developed by faculty at the end of each rotation.

How do you share these evaluative results with the VA?

yes

Program Accreditation (Please specify): CoAEC

I agree with the information above outlining the VA training experience.

Connie Zmicka
Signature of Education Program Contact

1/29/16
Date

Signature of VA Contact

Date