



Erie Community College Affiliation Agreement

This agreement is made as of this _____(DATE,) 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 (**enter name**)_____, an individual, partnership, limited liability company, corporation or other organization doing business in the State of New York [hereinafter referred to as the “**HOST**”].

W I T N E S S E T H

WHEREAS, **ECC** and the **HOST** are desirous of developing a program in 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 (HIPPA).

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. Accordingly, **ECC**, through the County of Erie, will pay for liability imposed by law and properly attributable to activities or operations in which the County of Erie and **ECC** are engaged. 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

By: Jack Quinn

ECC President

By: _____

Date: _____

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:

Name

Date

APPROVED AS TO FORM:

By: Gregory L. Dudek, Assistant County Attorney

Date

Doc. # _____