AMENDMENT NO. 1 TO THE AFFILLIATION AGREEMENT BETWEEN SUFFOLK COUNTY COMMUNITY COLLEGE AND SUNY DELHI

This is a first amendment to the Affiliation Agreement ("Agreement"), dated March 30, 2017, entered into by and between **SUFFOLK COUNTY COMMUNITY COLLEGE**, a community college established pursuant to New York State Education Law, having its principal office at 533 College Road, Selden, NY 11784 ("SCCC"), and

The State University of New York, an educational corporation organized and existing under the laws of the State of New York, for and on behalf of **SUNY DELHI ("SUNY Delhi")** having an office at 454 Delhi Drive, Delhi, NY 13753.

WHEREAS, SCCC and SUNY Delhi mutually desire to amend the Agreement in order to permit extension of the term and to supplement certain provisions thereof.

NOW, THEREFORE, it is mutually agreed, as follows:

- A. The term of the Agreement shall be extended for two (2) years, from March 1, 2019 through February 28, 2021.
- B. College's Non-Discrimination Notice:

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination polices:

Civil Rights Compliance Officers

Christina Vargas

Chief Diversity Officer/Title IX Coordinator Ammerman Campus, NFL Bldg., Suite 230 533 College Road, Selden, New York 11784 vargasc@sunysuffolk.edu (631) 451-4950

Dionne Walker-Belgrave

Affirmative Action Officer/Deputy Title IX Coordinator Ammerman Campus, NFL Bldg., Suite 230 533 College Road, Selden, New York 11784 walkerd@sunysuffolk.edu (631) 451-4051

C. All other terms and conditions as set forth in the original Agreement dated March 30, 2017 shall remain in full force and effect.

ACCEPTED FOR SCCC:

ACCEPTED FOR SUNY DELHI

Paul Beaudin
Vice President for
Academic Affairs

Date: 1/31/20

Carol Bishop

Vice President: Business and

Cause Bookon

Finance

Date: 1 17 2020

AFFILIATION AGREEMENT BETWEEN SUFFOLK COUNTY COMMUNITY COLLEGE AND SUNY DELHI

AGREEMENT by and between SUFFOLK COUNTY COMMUNITY COLLEGE, a chartered community college pursuant to New York State Education Law, having its principal office at 533 College Road, Selden, New York 11784 ("SCCC"), and

The State University of New York, an educational corporation organized and existing under the laws of the State of New York, for and on behalf of **SUNY DELHI** ("SUNY Delhi") having an office at 454 Delhi Drive, Delhi, NY 13753.

WHEREAS, SCCC and SUNY DELHI mutually desire to enter into an agreement ("Agreement") to establish an inter-institutional arrangement whereby certain graduate students enrolled at SUNY DELHI may participate in senior nursing education practicum ("Practicum") under the supervision of SCCC Department of Nursing faculty members.

NOW, THEREFORE, it is mutually agreed, as follows:

- A. The term of this Agreement shall be for two years, from March 1, 2017 through March 1, 2019.
- B. SUNY DELHI shall be responsible for:
 - 1) Planning and execution of the graduate program in nursing education, including programming, administration, curriculum content, and the requirements for matriculation, promotion and graduation.
 - 2) Planning the schedule of student assignments and for making all individual assignments; however, SUNY DELHI will notify SCCC no less than one month in advance of its planned schedule of student assignments to the Practicum, including the dates, number of students, and type of educational experiences sought.
 - 3) The withdrawal of any student from the Practicum may occur when the student is unacceptable to SCCC for reasons of health, performance, or other reasonable causes.
 - 4) All records and reports on students' Practicum experience.
 - 5) Requiring that the students comply with all the rules and regulations of SCCC insofar as they may pertain to the activities while participating in the Practicum.
 - 6) Requiring that the students respect the confidential nature of all information which may come to them with regard to patient, student and other SCCC records.
 - 7) Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, SUNY DELHI shall hold SCCC harmless from and

indemnity it for any final judgment of a court of competent jurisdiction for SUNY

DELHI's failure to perform its obligations hereunder or to the extent attributable to the negligence of SUNY DELHI or of its officers or employees when acting within the course and scope of this Agreement.

SCCC shall fully indemnify, defend and save SUNY DELHI, its officers, employees, and agents harmless, without limitation, from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, losses, awards, and costs which may finally be assessed against SUNY DELHI in any action for or arising out of or related to this Agreement. The State of New York reserves the right to join in any such claim, demand or suit, at its sole expense, when it determines there is an issue involving a significant public interest.

SUNY DELHI shall maintain during the term of this Agreement general and professional liability insurance, in amounts not less than \$3,000,000 for bodily injury and property damage combined single limit; and SCCC is to be additionally named insured under such liability policy or policies. The persons insured under such policy or policies shall be the students of SUNY DELHI with respect to liability arising out of their participation in the clinical training program carried out under this Agreement. SUNY DELHI faculty members are covered by the defense and indemnification provisions of section 17 of the Public Officers Law with respect to liability arising out of their participation in the clinical program carried out under this Agreement. SUNY DELHI agrees to notify SCCC in writing no less than ten (10) days prior to the cancellation, modification or non-renewal of any insurance coverage. Notwithstanding the foregoing, SCCC shall remain liable for direct damages resulting from its negligence.

SCCC shall receive written notice from SUNY DELHI's insurance carrier at least thirty (30) days prior to the cancellation of, or any material change in, policy terms of any of the above-mentioned insurance coverages. Cancellation or a material change in policy terms shall be grounds for immediate termination of this Agreement by SCCC.

- 8) That a health report on each student will be kept on file at SUNY DELHI and information forwarded to SCCC that students' health exams include all up-to date immunizations.
- 9) That students' proof of licensure as well as current CPR training be kept on file at SUNY DELHI and affirmation of this be forwarded to SCCC stating that both are current and in effect.
- 10) The following information/documentation must be forwarded to the Associate Dean for Nursing by April 1st for a fall semester start and November 1st for a spring semester start, unless as stipulated below*:
 - a. Name of student and contact information (email address, phone number)
 - b. Student's availability for practicum (day/evening)
 - c. Institution's course description
 - d. Health/Immunization Records
 - e. Current CPR certificate
 - f. Current RN License

g. Current mandatory flu Immunization documentation including: Student name/date of vaccination/healthcare provider name, address and signature (For Spring semester start, student flu immunization documentation from the previous fall is acceptable. *Fall semester start students will provide current flu immunization documentation by October 1st).

*Current Certified Background Check including: SSN, Sex Offender Registry, OIG/GSA and County Criminal Search must be submitted no later than two weeks from the November 1st deadline/April 1st deadline.

B. SCCC will be responsible for:

- 1) Providing students with appropriate nursing education experiences in furtherance of the Practicum, including the necessary equipment, supplies, space and facilities for instruction.
- 2) Continuity of the educational experiences of SCCC students assigned to SUNY DELHI graduate students, including planning and execution of the SCCC associate degree program in nursing including programming, administration, curriculum content, and the requirements for matriculation, promotion and graduation.

C. Both parties agree

- 1) That students will provide their own medical care, except in emergencies.
- 2) That each student will be responsible for reporting immediately to their SCCC faculty member practicum supervisor any condition, medical or otherwise, which might inhibit their ability to supervise students in the provision of safe care to patients.
- 3) That transportation to and from SCCC and any clinical facilities will be the responsibility of the students.
- 4) That there will be planned conferences which will include the Instructor from SUNY Delhi and the assigned SCCC faculty supervising the SUNY DELHI students, to be held where experience is provided for evaluation of the program, student and discussion of problems encountered, as necessary.
- 5) That under no circumstances is any student to be considered a servant, agent or employee of SCCC.
- 6) That this Agreement may be modified at any time by mutual written agreement. It may be terminated by either party upon giving six months (6) notice in writing to the other party by registered or certified mail provided, however, that no such termination shall take effect until the students already placed in the program have completed their scheduled clinical training.
- 7) State and Federal laws prohibit discrimination based on race, age, creed, color, national origin, sex, disability, marital status, and sexual preference.
- 8) It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

9) Both parties shall comply with all relevant New York State and Federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable, and the Family Educational Rights and Privacy Act (FERPA). In addition, both parties shall provide staff, students and all interested personnel with training in the requirements of the privacy and security provisions of HIPAA and advise them of the importance of complying with all procedures relative to HIPAA.

ACCEPTED FOR SCCC:

Dr. Shaun L. McKay

President

Date: 3/30

ACCEPTED FOR SUNY DELHI:

Carol Bishop

Vice President: Business and Finance

Date: 3/10/20/



EXHIBIT B MS in Nursing Education Practicum Course Descriptions

NURS 604/Graduate Practicum I

COURSE DESCRIPTION: This first course of a two-part capstone series focuses on development of the advanced practice nurse in clinical settings. During a precepted practicum, learners will focus on an identified area of advanced nursing practice and associated roles. Content includes current standards of practice, evidence based interventions, student issues, and an introduction to faculty scholarship and dissemination.

PRACTICUM HOURS: 72

PRECEPTOR: Two years of experience as an advanced practice nurse (eg. NP, CNS, CNL) RN licensure, Masters of Science in Nursing.

COURSE OBJECTIVES:

- 1. Provide the opportunity to plan experiences to develop a skillset in advanced practice and nursing education roles through practicum experiences in a variety of clinical settings.
- 2. Enable learners to reflect on and evaluate advanced practice roles developed during clinical practicum experiences.
- 3. Provides learners the opportunity to examine strategies for resolution of educational issues for nursing students in a variety of learning environments.

STUDENT LEARNING OUTCOMES:

- 1. Apply knowledge, evidence, professional nursing standards, and advanced nursing concepts to a clinical nursing education practicum.
- 2. Reflect on clinical practicum experiences, achievement of practicum outcomes, and advanced practice role development.
- 3. Explore strategies for resolution of educational issues for nursing students in a variety of learning environments.
- 4. Create an abstract for presentation at a professional conference.

NURS 605: Practicum II

COURSE DESCRIPTION: This second course of a two-part capstone series provides the opportunity for learners to enact components of the advanced practice role in academic settings, during a precepted practicum. The experience will be grounded in professional standards, evidence, and recognized academic expectations for faculty. Content includes preparing for employment, creation of an e-portfolio, and reflection on practicum outcomes.

PRACTICUM HOURS: 72

PRECEPTOR: Two years of experience as a nurse educator (clinical, academic), RN licensure, Masters of Science in Nursing

COURSE OBJECTIVES:

- 1. Provide the opportunity to plan experiences to develop a skillset in advanced practice and nursing education roles through practicum experiences in a variety of academic settings.
- 2. Enable learners to reflect on and evaluate advanced practice roles developed during academic practicum experiences.
- 3. Provides learners the opportunity to link professional nursing standards and guidelines to graduate program learning outcomes.
- 4. Provide learners with tools to prepare for future employment in advanced practice nursing.

STUDENT LEARNING OUTCOMES:

- 1. Apply knowledge, evidence, professional nursing standards, and advanced nursing concepts to an academic nursing education practicum.
- 2. Reflect on academic practicum experiences, achievement of practicum outcomes, and advanced practice role development.
- 3. Link professional nursing standards and guidelines to graduate student program learning activities
- 4. Create a web based employment portfolio
- 5. Participate in a simulated interview for an advanced practice role in nursing education.