

**AMENDMENT NO. 3 TO THE AFFILIATION AGREEMENT BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE AND EMPIRE STATE COLLEGE**

This is a third Amendment to the Affiliation Agreement ("Agreement"), last dated May 6, 2013, 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, New York 11784 ("**SCCC**"), and

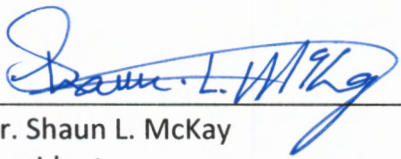
The State University of New York, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at State University Plaza, Albany, New York, 12246 for and on behalf of **EMPIRE STATE COLLEGE** (hereinafter referred to as "**University**").

WHEREAS, SCCC and University mutually desire to amend the Agreement in order to permit the extension of the term.

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

- A. The term of the Agreement shall be extended for two (2) academic years, from September 1, 2017 through August 31, 2019.
- B. All other terms and conditions as set forth in the original Agreement and in Amendments No. 1 and No. 2, thereto, dated May 29, 2014 and July 30, 2015, respectively, which are not inconsistent herewith, shall remain in full force and effect.


ACCEPTED FOR SCCC:



Dr. Shaun L. McKay
President

Date: 9/15/17

ACCEPTED FOR EMPIRE STATE COLLEGE:



Joseph L. Garcia
Exec. V.P. for Administration

Date: 9/15/17

**AFFILIATION AGREEMENT BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE
AND EMPIRE STATE COLLEGE**

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, and having its principal place of business located at State University Plaza, Albany, New York, 12246 for and on behalf of **EMPIRE STATE COLLEGE** (hereinafter referred to as "University").

WHEREAS, SCCC and University mutually desire to enter into an agreement ("Agreement") to establish an inter-institutional arrangement whereby certain BSN students enrolled at University may participate in an Advanced Clinical Experience 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 one academic year, from September 1, 2013 through August 31, 2014.
- B. University shall be responsible for:
 - 1) Planning and execution of the BSN program in Advance Clinical Experience, 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, University 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) The students complying with all the rules and regulations of SCCC insofar as they may pertain to the activities while participating in the Practicum.
 - 6) The students respecting 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, the University shall hold SCCC harmless from and indemnify it for any final judgment of a court of competent jurisdiction for the University's failure to perform its obligations hereunder or to the extent attributable to the negligence of the University or of its officers or employees when acting within the course and scope of this Agreement.

SCCC shall fully indemnify, defend and save the University, 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 the University in any action for or arising out of our 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.

The University 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 the University with respect to liability arising out of their participation in the clinical training program carried out under this Agreement. The University's 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. The University 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 University'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 University and information forwarded to SCCC that students' health exams include all up-to date immunizations.

9) That student's proof of licensure as well as current CPR training be kept on file at University and affirmation of this be forwarded to SCCC stating that both are current and in effect.

B. SCCC will be responsible for:

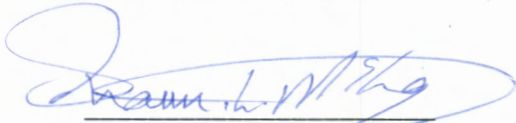
1) Providing students with appropriate nursing education experiences in furtherance of the Practicum, including the necessary equipment supplies, space and facilities for instruction.

2) Continuity of the educational experiences of SCCC students assigned to University BSN 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 University and the assigned SCCC faculty supervising the University 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.
- 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.

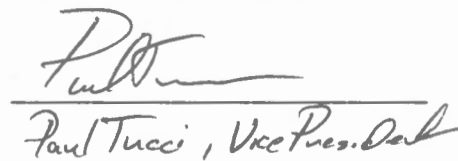
ACCEPTED FOR SCCC:



Dr. Shaun L. McKay
President

Date: 5/6/13

ACCEPTED FOR UNIVERSITY:


Paul Tucci, Vice Pres. Oak

Date: 4/19/13