

#### **OFFICE OF LEGAL AFFAIRS**

November 8, 2022

Via Email: jessewarren@southamptonvillage.org

Hon. Jesse M. Warren Mayor Village of Southampton 23 Main Street Southampton, NY 11968

Re: Memorandum of Agreement (MOA) between Suffolk County Community College and Incorporated Village of Southampton Renewal, eff.: January 1, 2023

Dear Mayor Warren:

Pursuant to paragraph C(2) of the above-referenced MOA (attached), Suffolk County Community College wishes to renew the above-referenced MOA for an additional one (1) year term, beginning January 1, 2023 through December 31, 2023, on the same terms and conditions as set forth in the original MOA.

Please indicate your consent to this renewal by signing a copy of this letter and returning it *via email* to Kathryn S. Mattia at <u>mattiak@sunysuffolk.edu</u>, Suffolk County Community College, Office of Legal Affairs, NFL Suite 230, 533 College Road, Selden, New York 11784.

We appreciate this unique opportunity to work with students in your facility, and we thank you for your support.

Sincerely,

Liesl B. Jones, Ph.D. Vice President for Academic Affairs

**Incorporated Village of Southampton** 

By: Jesse M. Warren Mayor

Date

cc: Matthew Zukosky, MA NRP, Professor, Assistant Academic Chair, EMT Program Alicia S. O'Connor, College Deputy General Counsel

Suffolk County Community College promotes intellectual discovery, physical development, social and ethical awareness, and economic opportunities for all through an education that transforms lives, builds communities, and improves society.

Ammerman Campus 533 College Road Selden, NY 11784-2899 (631) 451-4110 Central Administration 533 College Road Selden, NY 11784-2899 (631) 451-4112 Michael J. Grant Campus Crooked Hill Road Brentwood, NY 11717-1092 (631) 851-6700 Eastern Campus 121 Speonk-Riverhead Road Riverhead, NY 11901-3499 (631) 548-2500



## **OFFICE OF LEGAL AFFAIRS**

November 15, 2021

Via Email: jessewarren@southamptonvillage.org

Hon. Jesse M. Warren Mayor Village of Southampton 23 Main Street Southampton, NY 11968

Memorandum of Agreement (MOA) between Suffolk County Community College Re: and Village of Southampton Renewal, Eff.: January 1, 2022

Dear Mayor Warren:

Pursuant to paragraph C(2) of the above-referenced MOA (attached), Suffolk County Community College wishes to renew the above-referenced MOA for an additional one (1) year term, beginning January 1, **2022 through December 31, 2022**, on the same terms and conditions as set forth in the original MOA.

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Lauren Tacke-Cushing Associate Vice President for Academic Affairs

By: esse M(Warren

**Incorporated Village of Southampton** 

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cc: Matthew Zukosky, Assistant Academic Chair, EMT Program Alicia S. O'Connor, College Deputy General Counsel

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**Eastern Campus** 121 Speonk-Riverhead Road Riverhead, NY 11901-3499 (631) 548-2500

## MEMORANDUM OF AGREEMENT BETWEEN SUFFOLK COUNTY COMMUNITY COLLEGE and INCORPORATED VILLAGE OF SOUTHAMPTON

**MEMORANDUM OF AGREEMENT** by and between **SUFFOLK COUNTY COMMUNITY COLLEGE** ("College"), having its principal office at 533 College Road, Selden, New York 11784, a community college established pursuant to New York State Education Law, under the sponsorship of the County of Suffolk, a municipal corporation of the State of New York, and

**INCORPORATED VILLAGE OF SOUTHAMPTON** ("SHV"), having its principal office at 23 Main Street, Southampton, NY 11968.

WHEREAS, the College offers an Emergency Medical Technician (EMT): Paramedic A.A.S. degree program and other EMT courses for non-degree seeking students at its three campuses located in Selden, Riverhead and Brentwood, and

WHEREAS, the College and SHV mutually desire to afford students an opportunity to enroll in an introductory emergency medical care course to be taught by College faculty offsite at the SHV Volunteer Ambulance facility, which will provide students with a unique and invaluable learning experience.

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

### A. RESPONSIBILITIES OF THE COLLEGE

- College shall provide a member of its faculty to teach a course entitled *Emergency Medical Care I* (HSC126) (hereinafter, the "Course") during the Spring 2021 semester, as established in the College's academic calendar, on Tuesdays and Thursdays, 5:30pm – 10:00pm. The Course description and learning outcomes are described herein at *Exhibit A*.
- 2. Enrollment in the Course will be limited to a maximum of twelve (12) students.
- 3. College will advertise and promote the Course offering, as appropriate.
- 4. College tuition and fees will be billed to student enrolled in the Course in accordance with the published rates in effect for the 2020-2021 academic year. Tuition is billed per credit for students enrolled in fewer than twelve (12) credits per semester. The per-semester tuition rate is billed for students enrolled in twelve (12) credits or more per semester. Student eligibility for the College's resident tuition rate will be assessed in accordance with New York State law and College policy.
- 5. The College's Eastern Campus, located at 121 Speonk-Riverhead Road, Riverhead, New York 11901, will be the primary campus designated to serve students enrolled in the Course for purposes of student support services, library and computing services, disability services, and any other services the College makes available for its students.

- 6. Students enrolled in the Course will be subject to all applicable College's policies and procedures, including any policies establishing minimum attendance requirements, grading policies, the Student Code of Conduct, and the Student Handbook. Students will also be subject to any expectations, requirements, or policies outlined in the syllabus for the Course.
- 7. Students will be required to follow all applicable COVID-19 safety protocols and procedures, in accordance with College policy and applicable, laws, rules and regulations.

# B. RESPONSIBILITIES OF SHV

- 1. In order to accommodate provision of the Course, SHV will provide, at no charge to College, required classroom(s), breakout space and equipment (e.g., projectors, stretcher(s), stair chair(s), Sim Manikin, AED Trainer) at the SHV Volunteer Ambulance facility, located at 165 Windmill Lane, Southampton, NY 11968.
- 2. SHV warrants that any such classroom(s) and breakout space are accessible to individuals with disabilities in accordance with the Americans with Disabilities Act (ADA).
- 3. SHV will regularly disinfect all such classroom(s), breakout space and equipment, as required by applicable federal, New York State and County of Suffolk COVID-19 safety protocols and procedures, and provide custodial services, as necessary and at no charge to College, to ensure a safe and sanitary teaching and learning environment.
- 4. SHV will provide personnel onsite at its Volunteer Ambulance facility who will ensure access to the building prior the Course meeting times and remain present at all times while the Course is in session. SHV personnel shall ensure that utilities, including appropriate light and heat / air conditioning, is provided in the facility, at no charge to College, to accommodate provision of the Course. At the conclusion of the Course meeting times, such personnel shall lock or take other appropriate measures to safeguard the facility from theft.
- 5. SVVV shall maintain at all times during the term of this Agreement a policy of Commercial General Liability insurance, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence. Such Commercial General Liability policy shall name Suffolk County Community College, 5333 College Road, Selden, NY 11784 and the County of Suffolk, H. Lee Dennison Building, Veterans Memorial Highway, Hauppauge, NY 11788 as additional insureds. SHV shall furnish to the College a Certificate of Insurance evidencing compliance with this insurance requirement.

# C. TERM AND TERMINATION OF AGREEMENT

1. The term of the Agreement shall be for one (1) year, from January 1, 2021 to December 31, 2021.

- 2. The Agreement may be renewed for additional one-year terms, or otherwise amended, upon the mutual written consent of both parties.
- 3. Either party may cancel the Agreement upon thirty (30) days' prior written notice tendered to the other party before the end of a semester. Such cancellation shall be effective as of the last day of the semester.
- 4. Any written notice required under this section shall be effective upon receipt by the parties at the following addresses:

### For College:

Suffolk County Community College 533 College Road, NFL 230 Selden, New York 11784 <u>Attn:</u> Alicia S. O'Connor, College Deputy General Counsel

For SHV:

Charlene G. Kagel-Betts, Village Administrator Incorporated Village of Southampton 23 Main Street Southampton, NY 11968

### D. MISCELLANEOUS

- 1. **COVID-19 Safety Protocols.** Each party represents and warrants that it is currently, and, for the term of this Agreement, will be in compliance with all applicable laws, regulations, mandates, standards and directives issued by the federal government, New York State, and public health authorities with jurisdiction relative to its operations in connection with the COVID-19 pandemic, including but not limited to Executive Orders, New York State reopening guidelines, and standards and directives issued by the New York State Department of Health, the Centers for Disease Control and Prevention (CDC), the United States Department of Labor's Occupational Safety and Health Administration (OSHA), and/or the New York State Department of Labor's Public Employee Safety & Health Bureau (PESH).
- 2 This Agreement may not be assigned. This Agreement shall not be modified, except in a writing signed by the parties hereto.
- 3. This Agreement shall be binding only upon the parties hereto and is not intended, nor shall be construed, to give rise to any rights, duties or liabilities on the part of any other party. Specifically, the parties do not intend that any other person or entity shall be a beneficiary of this Agreement.
- 4. College agrees to defend, indemnify and hold harmless SHV, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the College, its officers, directors, agents of employees in

connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

- 5. SHV agrees to defend, indemnify and hold harmless the College, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of SHV, its officers, directors, contractors, agents or employees in connection with the performance of services pursuant to the Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- 6. 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. 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 policies:

## **Civil Rights Compliance Officers**

Christina Vargas, Chief Diversity Officer/Title IX Coordinator Suffolk County Community College, NFL Bldg., Suite 230 533 College Road, Selden, New York 11784-2899 vargasc@sunysuffolk.edu, (631) 451-4950

Dionne Walker-Belgrave, Affirmative Action Officer/Deputy Title IX Coordinator Suffolk County Community College, NFL Bldg., Suite 230 533 College Road, Selden, New York 11784-2899 walkerd@sunysuffolk.edu, (631) 451-4051

7. This Agreement, and the rights and obligations of the parties hereunder, shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

### ACCEPTED AND APPROVED:

INCORPORATED VILLAGE OF SOUTHAMPTON

lesse M. Warren Mavor

Date

SUFFOLK COUNTY COMMUNITY COLLEGE

Paul M. Beaudin

12/9/2020

Date By: Paul Beaudin, Ph.D. Vice President for Academic Affairs

# EXHIBIT A

# HSC126 - Emergency Medical Care I

### **Course Description:**

Covers all techniques of emergency medical care presently considered within the responsibilities of the Emergency Medical Technician-Basic. Emphasizes development of student skills in recognition of symptoms of illnesses and injuries and proper procedures of emergency care. Successful completion of this course leads to New York State certification as an Emergency Medical Technician-Basic. Registration in HSC126 requires students to purchase liability insurance through the College and complete a thorough physical examination with their own physician at their own cost (including laboratory work) as required by the College health service. (5 hrs. lecture, 5 hrs. laboratory, 24 hrs. clinical rotation) Notes: (1) The student must be at least 18 years of age prior to the last day of the month in which the course is scheduled to take the New York State Written Certification Examination. (2) All evening HSC126 sections require one full day SATURDAY CLASS, all summer HSC126 sections may require full FRIDAY CLASSES. No prerequisite. Offered on: A-E-G / 7 cr. hrs.

## **Learning Outcomes:**

Upon completion of this course, students will be able to:

- 1. Demonstrate the procedure for evaluation of a patient with suspected respiratory distress, including the evaluation of general appearance, respiratory rate, depth, pulse and lung sounds.
- 2. Demonstrate, in the correct sequence, the procedure for opening an obstructed airway.
- 3. Demonstrate the procedure for one and two person cardiopulmonary resuscitation on adults, CPR on infants and children and other basic and advanced life support techniques.
- 4. Identify the probable cause and signs and symptoms of problems of the central nervous system. Demonstrate the treatment for problems involving the central nervous system.
- 5. Demonstrate the techniques for controlling hemorrhage.
- 6. Demonstrate the treatment for various types and degrees of burns, including the probable signs and symptoms.
- 7. Demonstrate the treatment for problems involving the Musculoskeletal System, including the techniques of immobilization with the traction splint, air splint, rigid splint and fracpack.
- 8. Demonstrate, on an obstetrical manikin, the procedure for the preparation of a woman and delivery of an infant in a cephalic birth.
- 9. Demonstrate, on a CPR manikin, the application and operation of a semi-automatic external defibrillator and integrate this skill into the treatment of a cardiac arrest patient.
- 10. Demonstrate the appropriate procedure for dealing with emotionally disturbed patients.
- 11. Demonstrate the various aspects of basic disentanglement.
- 12. Define the overall roles and responsibilities of the EMT in performing both the emergency care and operational aspects of his/her job.
- 13. Develop and demonstrate skill in diagnosis and emergency treatment procedures.