



# Westchester Community College

State University of New York

63547

June 4, 2018

To: Board of Acquisition and Contract

From: Belinda S. Miles  
President

Re: Authority to enter into an affiliation agreement with Westchester County Healthcare Corporation for the provision of supervised laboratory/clinical education and instruction for Westchester Community College students.

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Westchester Community College (the “College”), through its School of Health Careers, Technologies & Applied Learning, offers a number of programs in the healthcare field. The College offers supervised laboratory/clinical education and instruction for matriculated Westchester Community College students who are pursuing a degree or certificate in conjunction with various organizations.

Authority is hereby being sought to enter into an affiliation agreement with Westchester County Healthcare Corporation (hereinafter “Healthcare Provider”) in connection with the Nursing, Respiratory Care, Radiologic Technology and Paramedics programs for a term commencing January 1, 2017 and terminating on December 31, 2021 (the “Agreement”).

In accordance with Section 3307(4) of the New York Public Authorities Law, the Agreement was duly authorized by the Board of Legislators by BOL Act No. 2017-132. Further, Section 3307(4) of the New York Public Authorities Law requires the approval of both the Board of Legislators and the Board of Acquisition and Contract for the Agreement.

There will be no cost to the College, but in accordance with the Agreement, there will be cross indemnification for the parties’ respective negligence, and the College will indemnify and hold the Healthcare Provider harmless from and against any and all damages, liability, claims, costs, losses, damages or injuries to persons or property of whatever kind or nature, suits or costs, including reasonable attorney’s fees, which arise out of or are directly or indirectly related to the actions or inactions of the College, its Faculty, Students, officers or employees, including, but not limited to, any actions brought against the other parties by any faculty or students of the College, and any third parties, except to the extent that such damages, liability, claims, losses, suits or costs result from the negligence or willful misconduct of the Healthcare Provider.

I believe that it is in the best interest of the College to provide clinical education and instruction programs, and I therefore, recommend that you act favorably on the annexed proposed resolution.

BSM/jpi  
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/28/2018 - LISA MRIJAJ, SECRETARY

