



# Westchester Community College

State University of New York

64601

August 8, 2018

To: Board of Acquisition and Contract

From: Belinda S. Miles  
President

Re: Authority to enter into affiliation agreements with multiple healthcare providers 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 affiliation agreements with the following healthcare providers for supervised laboratory/clinical education and instruction for College Students (hereinafter collectively referred to as the “Healthcare Providers”):

1. Purdue University Global, Inc. d/b/a Purdue Global, for the Nursing program, for a term of September 1, 2018 through August 31, 2023;
2. St. Joseph’s Medical Center, for the Nursing program, for a term commencing January 1, 2019 and terminating on December 31, 2023;
3. White Plains Hospital Medical Center, for the Respiratory Care, Radiologic Technology and Dietetic Technology programs, for a term commencing January 1, 2019 and terminating on December 31, 2023;
4. Phelps Memorial Hospital, for the Dietetic Tech, Human Services, Nursing, Paramedic, Radiologic Technology, Respiratory Care and CNA programs, for a term commencing January 1, 2019 and terminating on December 31, 2023; and
5. John E. Andrus Memorial, Inc. d/b/a Andrus-on-Hudson, for the Dietetic Technician program, for a term commencing January 1, 2019 and terminating on December 31, 2023.

There will be no cost to the College, but in accordance with the agreements, the College shall indemnify and hold the Healthcare Providers 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 Providers.

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 - 09/06/2018 - LISA M. PAJ, SECRETARY

## RESOLUTION

Upon a communication from the President of Westchester Community College, be it hereby

**RESOLVED**, that the County of Westchester, acting by and through Westchester Community College (the “College”), is hereby authorized to enter into affiliation agreements with the following healthcare providers for supervised laboratory/clinical education and instruction for matriculated College Students (hereinafter collectively referred to as the “Healthcare Providers”):

1. Purdue University Global, Inc. d/b/a Purdue Global for the Nursing Program for a term of September 1, 2018 through August 31, 2023;
  2. St. Joseph’s Medical Center for the Nursing Program for a term commencing January 1, 2019 and terminating on December 31, 2023;
  3. White Plains Hospital Medical Center for the Respiratory Care, Radiologic Technology and Dietetic Technology programs for a term commencing January 1, 2019 and terminating on December 31, 2023;
  4. Phelps Memorial Hospital for the Dietetic Tech, Human Services, Nursing, Paramedic, Radiologic Technology, Respiratory Care and CNA programs for a term commencing January 1, 2019 and terminating on December 31, 2023; and
  5. John E. Andrus Memorial, Inc. d/b/a Andrus-on Hudson for the Dietetic Technician program for a term commencing January 1, 2019 and terminating on December 31, 2023;
- and be it further

**RESOLVED**, that there will be no cost to the College, but in accordance with the agreements, the College shall indemnify and hold the Healthcare Providers 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 Providers; and be it further

**RESOLVED**, that the County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to implement this Resolution.

Account to be Charged/Credited	Fund	Dept.	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
N/A						

Budget Funding Year(s) Start Date: 9/1/2018 End Date: 12/31/2023  
(must match resolution)

Funding Source: Tax Dollars \_\_\_\_\_ Contractor Federal I.D. No./  
Social Security No.: \_\_\_\_\_  
State Aid \_\_\_\_\_  
Federal Aid \_\_\_\_\_ Vendor No.: \_\_\_\_\_  
(must match resolution) Other \_\_\_\_\_ Encumbrance No.: \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/06/2018 - LISA MARIJA, SECRETARY