



# Westchester Community College

State University of New York

65042

September 13, 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. East Tremont Foot Care, for the Nursing and Clinical Medical Assistant programs, for a term of October 1, 2018 through September 30, 2023;
2. Empress Ambulance Services, Inc., for the Paramedic program, for a term commencing January 1, 2019 and terminating on December 31, 2023; and
3. Phelps Hospital Northwell Health, 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.

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 - 10/11/2018 - LISA MRIJAJ, 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. East Tremont Foot Care, for a term of October 1, 2018 through September 30, 2023;
2. Empress Ambulance Services, Inc., for a term commencing January 1, 2019 and terminating on December 31, 2023; and
3. Phelps Hospital Northwell Health, for a term commencing January 1, 2019 and terminating on December 31, 2023;

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) (must match resolution)      Start Date: 10/1/2018      End Date: 12/31/2023

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 - 10/1/2018 - LISA MRIJAJ, SECRETARY