



# Westchester Community College

State University of New York

65084

September 17, 2018

To: Board of Acquisition and Contract

From: Belinda S. Miles  
President

Re: Authority to enter into an affiliation agreement Schaffer Extended Care Center 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 Schaffer Extended Care Center (hereinafter the "Healthcare Provider") in connection with the Nursing program. The agreement will commence on September 1, 2018 and continue in full force and effect unless either party terminates upon written notice.

There will be no cost to the College, but in accordance with the agreement, the College shall 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

**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, is hereby authorized to enter into an affiliation agreement with Schaffer Extended Care Center (hereinafter the "Healthcare Provider") pursuant to which the Healthcare Provider shall provide, in conjunction with but at no cost to the County, a supervised laboratory/clinical education and instruction program for matriculated Westchester Community College students; and be it further

**RESOLVED**, that the agreement shall commence on September 1, 2018 and shall remain in full force and effect unless either party terminates upon written notice. There will be no cost to the College, but in accordance with the agreement, the College shall 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; 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: N/A  
 (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.: \_\_\_\_\_