



Westchester Community College

State University of New York

66522

December 7, 2018

To: Board of Acquisition and Contract

From: Belinda S. Miles
President

Re: Authority to enter into affiliation agreements with Montefiore Medical Center and Starnet Emergency Services, Inc. d/b/a Westchester EMS for the provision of supervised laboratory/clinical education and instruction for Westchester Community College students.

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 Montefiore Medical Center in connection with the Nursing, Radiological Tech and Respiratory Care programs, for clinical education at Montefiore's three (3) hospital centers - Moses Division, Weiler (Einstein) Division and Wakefield Division. The agreement shall have a term commencing January 1, 2019, with either party having the right to terminate the agreement upon written notice. Authority is further hereby sought to enter into an agreement with Starnet Emergency Services, Inc. d/b/a Westchester EMS (hereinafter collectively referred to, along with Montefiore, as the "Healthcare Providers") for the Paramedic Program. The agreement shall have a term commencing January 1, 2018, with either party having the right to terminate the agreement upon written notice.

There will be no cost to the College, however, in accordance with the terms of the agreements, the College shall agree to defend, indemnify and hold harmless the Healthcare Providers in a form similar to the following: The College shall defend, 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 by any third parties.

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 - 01/10/2019 - 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, is hereby authorized to enter into an affiliation agreement with Montefiore Medical Center pursuant to which the Montefiore Medical Center 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, having a term commencing on January 1, 2019 and remaining in full force and effect unless either party terminates upon written notice; and be it further

RESOLVED, Starnet Emergency Services, Inc. d/b/a Westchester EMS (hereinafter collectively referred to, along with Montefiore Medical Center and the “Healthcare Providers”) for the Paramedic Program. The agreement shall have a term commencing January 1, 2018, and shall remain in full force and effect unless either party terminates upon written notice; and be it further

RESOLVED, that there will be no cost to the College, however, in accordance with the terms of the agreement, the College shall agree to defend, indemnify and hold harmless the Healthcare Providers in a form similar to the following: The College shall defend, 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; 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: 1/1/2018 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.: _____