State University of New York

67526

To: Board of Acquisition and Contract

From: Belinda S. Miles

President

January 30, 2019
'ontract Authority to enter into affiliation agreements with multiple Re:

healthcare providers 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 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"):

- Westchester Medical Group, P.C. d/b/a Westmed Medical Group, for the Nursing program, for a term commencing January 1, 2019 and continuing in full force and effect unless terminated by either party upon written notice; and
- 2. Northwell Health, Inc., for the Respiratory Care, Dietetics and Radiology Programs, for a term commencing January 1, 2019 and continuing in full force and effect unless terminated by either party upon written notice.

There will be no cost to the College in connection with these agreements, 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 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.

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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. Westchester Medical Group, P.C. d/b/a Westched Medical Group, for a term of January 1, 2019 and continuing in full force and effect unless terminated by either party upon written notice; and
- 2. Northwell Health, Inc., for a term commencing January 1, 2019 and continuing 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 in connection with these agreements, 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 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; 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 | | | Major Program, | | | |
|------------------|------|-------|-----------------|------------|---------|---------|
| Charged/Credited | | | Program & Phase | Object/ | Trust | |
| | Fund | Dept. | Or Unit | Sub Object | Account | Dollars |
| N/A | | | | | | |
| | | | | | | |
| | | | | | | |

| Budget Funding Year((must match resolution) | s) Start Date | e: <u>1/12019</u> | End Date: | <u>N/A</u> | |
|---|---------------|-------------------|------------|--|--|
| Funding Source: | Tax Dollars | | | Contractor Federal I.D. No./ Social Security No.: | |
| | State Aid | | | 1109 11011 | |
| (must match resolution) | Federal Aid | | v | endor No.: | |
| | Other | | Encumbrane | ce No.: | |

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