



# Westchester Community College

State University of New York

On Base: **82693**

To: Board of Acquisition & Contract

From: Belinda S. Miles  
President

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

1. Child Care Council of Westchester, Inc., for the Community Health Worker program, for a term commencing March 1, 2021 and continuing in full force and effect unless terminated by either party upon written notice;
2. Ossining Union Free School District, for the Nursing and Clinical Medical Assistant programs, for a term commencing March 1, 2021 and continuing in full force and effect unless terminated by either party upon written notice;
3. Grand Union University, for the Nursing program, for a term commencing March 1, 2021 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.

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:sg

Attachment:

APPROVED BOARD OF ACQUISITION & CONTRACT 03/11/2021 - USM/PIA/SECRET/ANY

## 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 and entities for supervised laboratory/clinical education and instruction for matriculated College Students (hereinafter collectively referred to as the “Healthcare Providers”).

1. Child Care Council of Westchester, Inc., for the Community Health Worker program, for a term commencing March 1, 2021 and continuing in full force and effect unless terminated by either party upon written notice;
2. Ossining Union Free School District, for the Nursing and Clinical Medical Assistant programs, for a term commencing March 1, 2021 and continuing in full force and effect unless terminated by either party upon written notice;
3. Grand Union University, for the Nursing program, for a term commencing March 1, 2021 and continuing in full force and effect unless terminated by either party 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 duly authorized designee be and hereby is authorized and empowered to execute any and all instruments and to take all action necessary to implement the purposes hereof.

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

Budget Funding Year(s) \_\_\_\_\_ Start Date 03/1/2021 End Date N/A  
 (must match resolution)

Funding Source Tax Dollars \_\_\_\_\_

State Aid \_\_\_\_\_

\$ \_\_\_\_\_ Federal Aid \_\_\_\_\_

(must match resolution) Other \_\_\_\_\_