



# Westchester Community College

State University of New York

On Base: **84956**

Date May 12, 2021

To: Board of Acquisition & Contract

From: Belinda S. Miles  
President

Re: Authority to enter into an affiliation agreement with Open Door Family Medical Center, Inc., a healthcare provider, 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 an affiliation agreement with the following healthcare provider at its six locations for supervised laboratory/clinical education and instruction for College Students (hereinafter referred to as the “Healthcare Provider”):

1. Open Door Family Medical Center, Inc. for the Community Health Worker program for a term commencing June 1, 2021 and continuing in full force and effect unless terminated by either party upon written notice at the following locations:
  - a) Ossining Open Door, 165 Main Street, Ossining, New York 10562;
  - b) Sleepy Hollow Open Door, 3000 North Broadway, Sleepy Hollow, New York 10591;
  - c) Port Chester Open Door, 5 Grace Church Road, Port Chester, New York 10573;
  - d) Mt. Kisco Open Door, 30 West Main Street, Mt. Kisco, New York 10549;

- e) Brewster Open Door, 155 Main Street, Brewster, New York 10509
- f) Mamaroneck Open Door, 689 Mamaroneck Avenue, Mamaroneck, New York 10543

There will be no cost to the College in connection with this agreement, however, in accordance with the terms of the agreement, the College shall agree to defend, indemnify and hold harmless the Healthcare Provider 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.

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 & CONTRACTS 03/05/2011 LISA MARIJAJ, SECRETARY

## R E S O L U T I O N

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 an affiliation agreement with the following healthcare provider at its six locations for supervised laboratory/clinical education and instruction for matriculated College Students (hereinafter collectively referred to as the “Healthcare Provider”):

Open Door Family Medical Center, Inc. for the Community Health Worker program for a term commencing June 1, 2021 and continuing in full force and effect unless terminated by either party upon written notice at the following locations:

1. Ossining Open Door, 165 Main Street, Ossining, New York 10562;
2. Sleepy Hollow Open Door, 3000 North Broadway, Sleepy Hollow, New York 10591;
3. Port Chester Open Door, 5 Grace Church Road, Port Chester, New York 10573;
4. Mt. Kisco Open Door, 30 West Main Street, Mt. Kisco, New York 10549;
5. Brewster Open Door, 155 Main Street, Brewster, New York 10509
6. Mamaroneck Open Door, 689 Mamaroneck Avenue, Mamaroneck, New York 10543; and be it further

**RESOLVED**, that there will be no cost to the College in connection with this agreement, 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 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 06/1/2021 End Date N/A

(must match resolution)

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

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

\$ N/A Federal Aid \_\_\_\_\_

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