



Westchester Community College

State University of New York

On Base: 87684

To: Board of Acquisition & Contract

From: Belinda S. Miles
President

Re: Authority to enter into an agreement with the State University of New York for the provision of access by Westchester Community College to New York State Covid-19 Immunization records in order to verify vaccination status of students attending WCC.

Authority is hereby requested for the County of Westchester (“County”), acting by and through Westchester Community College (the “College”), to enter into an agreement with the State University of New York (“SUNY”) for the provision of access by the College to New York State Covid-19 Immunization records in order to verify vaccination status of students attending the College for a term of five years commencing upon the execution of the agreement.

By signing this Agreement with SUNY, the County, acting by and through the College, shall be obligated to comply with the New York State Department of Health (“DOH”) Data Use Agreement (“DUA”) containing the terms and conditions relating to access to the immunization records, including, without limitation, the College’s obligations relating to the protection and safeguarding of the information contained in those records. The information provided is intended to be used by each campus for internal reporting and policymaking, as well as to enforce compliance with campus health and safety policies and procedures.

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 SUNY and the State in a form similar to the following: The College shall indemnify and hold SUNY and the State harmless against all claims and costs resulting from acts/omissions of the College as the Requestor of DOH Data in connection with the College’s obligations under the DUA, including all attachments. The College shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall full indemnify and hold harmless SUNY and the State from suits, actions, damages and costs, caused by any intentional act or negligence of the College, its agents, employees, partners or subcontractors, without limitation arising from any use, misuse, transmission, and/ or storage of the Data shared.

I believe that it is in the best interest of the College to enter into this agreement in order to protect the health of the students, faculty and staff at the College, and I, therefore, recommend that you act favorably on the annexed proposed resolution.

BSM:sg

Attachment:

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/30/2021 - RAYMOND SCULKY, SECRETARY

RESOLUTION

Upon a communication from the President of Westchester Community College,
be it hereby

RESOLVED, that that the County of Westchester (“County”), acting by and through Westchester Community College (the “College”), is hereby authorized to enter into an agreement with the State University of New York (“SUNY”) for the provision of access by the College to New York State Covid-19 Immunization records in order to verify vaccination status of students attending WCC for a term of five years commencing upon the execution of the agreement; and be it further

RESOLVED, that by signing this Agreement with SUNY, the County, acting by and through the College, shall be obligated to comply with the New York State Department of Health (“DOH”) Data Use Agreement (“DUA”) containing the terms and conditions relating to access to the immunization records, including, without limitation, WCC’s obligations relating to the protection and safeguarding of the information contained in those records; and be it further

RESOLVED, that there will be no cost to the College in connection with this agreement; and be it further

RESOLVED, that College shall agree to defend, indemnify and hold harmless SUNY and the State in a form similar to the following: “The College shall indemnify and hold SUNY and the State harmless against all claims and costs resulting from acts/omissions of the College as the Requestor of DOH Data in connection with the College’s obligations under the DUA, including all attachments. The College shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall full indemnify and hold harmless SUNY and the State from suits, actions, damages and costs, caused by any intentional act or negligence of the College, its agents, employees, partners or subcontractors, without limitation arising from any use, misuse, transmission, and/ or storage of the Data shared”; 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 | | | | | | N/A |
| | | | | | | | |

Budget Funding Year(s) _____ Start Date 2021 End Date 2026
(must match resolution)

Funding Source Tax Dollars _____
State Aid _____

\$ _____ Federal Aid _____
(must match resolution) Other _____