



On Base: 103102

Date: August 30, 2023

To: Board of Acquisition & Contract

From: Belinda S. Miles  
President

Re: Authority for County of Westchester, acting by and through Westchester Community College, to enter into an affiliation agreement with Montefiore Nyack Hospital, a member of the Montefiore Health System, 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 one or more affiliation agreements with Montefiore Nyack Hospital ("Montefiore"), a member of the Montefiore Health System, for supervised laboratory/clinical education for the Nursing, Respiratory, Radiology and Paramedic Programs for a term commencing on or about September 1, 2023 and continuing in full force and effect unless terminated earlier by either party upon written notice.

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 in a form similar to the following: to the fullest extent authorized by New York State law and decisions thereunder, indemnify and hold Montefiore 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 Westchester Community College, its Faculty, Students, officers or employees, including, but not limited to, any actions brought against Montefiore by any faculty or students of the Sponsoring Institution, and any third parties, except to the extent that such damages, liability, claims, losses, suits or costs result from the negligence or willful misconduct of Hospital and the

College shall assume all liability for any and all claims that may arise out of breach of privileged communications by its Students and personnel and shall hold Montefiore free and harmless therefrom

General oversight will be provided by College staff. 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 - 09/07/2023 - RAYMOND SCULKY, 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 (the "College"), is hereby authorized to enter into one or more affiliation agreements with Montefiore Nyack Hospital ("Montefiore"), a member of the Montefiore Health System, for supervised laboratory/clinical education for the Nursing, Respiratory, Radiology and Paramedic Programs for a term commencing on or about September 1, 2023 and continuing in full force and effect unless terminated earlier by either party upon written notice; 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 in a form similar to the following: to the fullest extent authorized by New York State law and decisions thereunder, indemnify and hold Montefiore 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 Westchester Community College, its Faculty, Students, officers or employees, including, but not limited to, any actions brought against Montefiore by any faculty or students of the Sponsoring Institution, and any third parties, except to the extent that such damages, liability, claims, losses, suits or costs result from the negligence or willful misconduct of Hospital and the College shall assume all liability for any and all claims that may arise out of breach of privileged communications by its Students and personnel and shall hold Montefiore free and harmless therefrom; 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 Acco unt	Dollars
	N/A						N/A

Budget Funding Year(s) \_\_\_\_\_ Start Date 9/1/2023 End Date N/A  
(must match resolution)

Funding Source \_\_\_\_\_ Tax Dollars \_\_\_\_\_  
State Aid: \_\_\_\_\_  
Federal Aid: \_\_\_\_\_  
Other: \_\_\_\_\_

\$ 0

(must match resolution)

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/07/2023 - RAYMOND SCULKY, SECRETARY