

**61959**

**DATE:** March 6, 2018

**TO:** Board of Acquisition and Contract

**FROM:** Sherlita Amler, M.D.  
Commissioner of Health

**RE:** Authorization to Enter into Contract to Accept Funding from Health Research, Inc. for the Expanded Partner Services Program Grant, as follows:

Term: 4/1/18 – 3/31/19  
Amount: Not-to-Exceed \$115,500

The Westchester County Department of Health (“WCDH”) seeks authorization to enter into contract to accept funding from Health Research, Inc. (“HRI”) for the Expanded Partner Services Program Grant, pursuant to an approved budget, for a contract period of 4/1/18 through 3/31/19, in the not-to-exceed amount of \$115,500.

The agreement requires the County to indemnify Health Research, Inc. and the New York State Department of Health (“NYSDOH”) as follows:

“To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents and employees, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys’ fees arising out of or resulting from the performance of the agreement, provided any such claim, damage loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set for herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers’ compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in the paragraph.”

This contract will promote the public health and general welfare of County residents by preventing the spread of HIV by linking HIV infected persons identified as lost to appropriate medical care through surveillance data to appropriate HIV medical treatment. HIV infected individuals receiving appropriate medical care are far less likely to infect others than those not under such care.

The goals and objectives of this program include ensuring that HIV infected individuals are linked to appropriate medical care and services and that relevant contacts to such individuals are tested for HIV, providing education/information regarding HIV and partner services to HIV positive individuals and their

partners, and providing information and assistance to medical providers to meet NYSDOH partner notification requirements.

Program monitoring activities includes case and investigation reporting and data entry into and review of case assignments, status and outcomes in the NYSDOH Electronic HIV Monitoring System (NYEHMS). Such activities also include supervisory oversight of all program activities by the WCDH program director to ensure adherence to NYSDOH standards, time frames and case closure.

I certify that my department, a.) has copies of, or access to, all applicable laws, rules, regulations, grant applications, and grant agreements (including any master grant agreement), as well as any guidance or instructions received from the agency making the grant (the "Grant Terms"), b.) has reviewed the Grant Terms, c.) is aware of and understands all of the Grant Terms, and d.) can and will comply with all of the Grant Terms.

Approval of the attached resolution is respectfully requested.

/md  
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/29/2018 - LISA M. ... SECRETARY

## RESOLUTION

UPON A COMMUNICATION FROM THE COMMISSIONER OF HEALTH, be it hereby

**RESOLVED,** that the County of Westchester, acting by and through its Department of Health, is authorized to enter into contract to accept funding from Health Research, Inc. for the Expanded Partner Services Pilot Program Grant, pursuant to an approved budget, for the contract period 4/1/18 through 3/31/19, in the not-to-exceed amount of \$115,500.

and, be it further;

**RESOLVED,** that the County of Westchester is authorized to defend and indemnify Health Research Inc. and the New York State Department of Health according to the following indemnification language contained in the agreement, as follows:

"To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents and employees, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set for herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in the paragraph."

And, be it further;

**RESOLVED,** that the County Executive or his duly authorized designee be and hereby is authorized and empowered to execute all appropriate contracts or documents necessary to effectuate the purposes of this resolution in the manner prescribed by law.

Department of Health  
County of Westchester  
10 County Center Road, 2<sup>nd</sup> Floor  
White Plains, New York 10607  
March 6, 2018

Original Agreement	\$
First Amendment	\$
<b>This Amendment</b>	\$ _____
<b>TOTAL</b>	\$

Agreement #

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
263	27	499T	9854	T499	\$115,500

Budget Funding Year(s)  
(must match resolution)

2018 - 2019

Start Date 4/1/18

End Date 3/31/19

Funding Source

Tax Dollars

State Aid

NYSDOH

Federal Aid

**\$115,500**

(must match resolution)

Other

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/29/2018 - LISA M. IAJ, SECRETARY