

63007

DATE: May 3, 2018

TO: Board of Acquisition and Contract

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

RE: Authorization to Enter into Contract with Health Research Inc. to receive and administer a Grant for the Public Health Preparedness Emergency and Response to Bioterrorism Program, pursuant to an approved budget, as follows:

Contract Period: 7/1/18 – 6/30/19
Contract Amount: Not-To-Exceed \$582,443

The County of Westchester ("County"), acting by and through its Department of Health (the "WCDH") seeks authorization to enter into contract with Health Research, Inc. to accept funding for the Public Health Preparedness Emergency and Response to Bioterrorism Grant Program for the contract period July 1, 2018 through June 30, 2019, pursuant to an approved budget, in the amount not-to-exceed \$582,443.

This Program will promote the public health, safety and general welfare of county residents by improving the response capacity to a large scale biological/bioterrorism event and supporting the infrastructure that would enable the County to respond to such threats whether naturally occurring or manmade.

The goals of this Program are to ensure the ability of the WCDH to respond in the event of a large scale public health emergency through the timely use of interventions known to prevent human illness from chemical, biological and radiological agents and naturally occurring health threats. Program objectives include, but are not limited to, enhancement of disease surveillance and early event detection systems, maintenance of relevant laboratory support, development or enhancement of response plans and protocols, and decreasing the time to identify causes, risk factors and appropriate interventions to those affected by threats and to restore health services and environmental safety.

Program tracking and monitoring are maintained through regular staff meetings, periodic review of emergency plans, updates through the NYSDOH Commerce system, review of epidemiological data, and attendance and participation in local and state sponsored drills, meetings and trainings. Status reports are sent to the NYSDOH on a quarterly basis.

The agreement requires the County to indemnify Health Research, Inc. and the New York State Department of Health 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."

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.

Your approval of the attached resolution is respectfully requested.

Attachment

/md

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION

RESOLUTION

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

RESOLVED, that the County of Westchester ("County"), acting by and through its Department of Health ("WCDH"), is authorized to enter into contract with Health Research, Inc. ("HRI") to accept funding for the Public Health Preparedness Emergency and Response to Bioterrorism Grant Program, pursuant to an approved budget, as follows:

Contract Period: 7/01/18 – 6/30/19
Contract Amount: Not-To-Exceed \$582,443;

and, be it further

RESOLVED, that the County 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, 2nd Floor
White Plains, New York 10607
May 3, 2018

Original Agreement \$
 First Amendment \$
 Second Amendment \$
This Amendment \$ _____
 TOTAL \$ _____
 Agreement #

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
	263	27	550T	9853	T550	\$582,443

Budget Funding Year(s) (must match resolution) 2018-2019 Start Date 7/01/18 End Date 6/30/19

Funding Source

Tax Dollars	_____
State Aid	_____
\$582,443	Federal Aid <u>100% Federal Pass Thru funds</u>
(must match resolution)	Other _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/23/2018 - LISA MRIJAJ, SECRETARY