



Westchester Community College

State University of New York

ONBASE 80011

October 7, 2020

To: Board of Acquisition and Contract

From: Dr. Belinda S. Miles
President

Re: Resolution Authorizing the County of Westchester, acting by and through the Westchester Community College (“WCC”) to enter into an agreement with the Westchester County Health Care Corporation, d/b/a Westchester Medical Center, pursuant to which the Corporation would provide Covid-19 nasopharyngeal testing services to WCC’s staff, faculty and students for potential risk exposure to the Coronavirus Disease, for a term commencing upon execution of the Agreement and continuing through October 6, 2021, for a total not to exceed amount of \$200,000.00.

As your Honorable Board is aware, Section 3307(4) of the New York Public Authorities Law requires the approval of both the County Board of Legislators and the County Board of Acquisition and Contract for agreements between the County of Westchester (“County”) and the Westchester County Health Care Corporation, d/b/a Westchester Medical Center (the “Corporation”). Accordingly, on October 5, 2020, the Westchester County Board of Legislators adopted Act No. 2020-180 which authorized the County, acting by and through the Westchester Community College (“WCC”), to enter into an agreement (the “Agreement”) with the Corporation, whereby the Corporation would provide Covid-19 nasopharyngeal testing services (“Testing Services”) to WCC’s staff, faculty and students for potential risk exposure to the Coronavirus Disease (COVID-19). Testing Services will be provided from the date the Agreement is executed by both parties through October 6, 2021. In consideration for the Testing Services to be rendered, the County would pay the Corporation a total not to exceed amount of Two Hundred Thousand (\$200,000.00) Dollars. In addition, each party will agree to defend, indemnify and hold harmless the other party, their respective officers, employees and agents from and against any and all liability damage, claims, demands, costs, judgments, fees, attorneys’ fees or loss arising directly out of the acts or omissions hereunder by the other party or third parties under the direction or control of the other party.

The Agreement will require the Corporation to provide the Testing Services at the Corporation’s hospital Valhalla facilities, or upon the mutual agreement of the parties, at the WCC’s Campus (“Campus Site”),

provided that the Testing Services at the Campus Site shall be provided only when a minimum of fifty (50) individuals require testing and provided WCC is responsible for coordinating the communication and scheduling of testing at the Campus Site.

The goals and objectives of this agreement are to protect the health and welfare of WCC's staff, faculty and students that have potential exposure to the COVID-19.

The tracking and monitoring of this agreement will be performed by WCC. The Corporation shall use commercially reasonable efforts to promptly report all test results.

A Resolution authorizing the County to enter into this agreement is attached hereto for your consideration.

I recommend your favorable consideration of the annexed proposed Resolution.

BM/cmc
Attachment

RESOLUTION

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

RESOLVED, that the County of Westchester (the “County”), acting by and through the Westchester Community College (“WCC”), is authorized to enter into an agreement (the “Agreement”) with the Westchester County Health Care Corporation (the “Corporation” or “WCHCC”), pursuant to which the Corporation shall provide Covid-19 nasopharyngeal testing services (the “Testing Services”) to WCC’s staff, faculty and students for potential risk exposure to the Coronavirus Disease (COVID-19), for a term commencing upon the execution of the Agreement by both parties and continuing through October 6, 2021; and be it further

RESOLVED, that in consideration for the Testing Services to be rendered, the County shall pay the Corporation a total not-to-exceed amount of Two Hundred Thousand and 00/100 (\$200,000.00) Dollars; and be it further

RESOLVED, that pursuant to the terms of the Agreement, each party will agree to defend, indemnify and hold harmless the other party, their respective officers, employees and agents from and against any and all liability damage, claims, demands, costs, judgments, fees, attorneys’ fees or loss arising directly out of the acts or omissions hereunder by the other party or third parties under the direction or control of the other party; 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.

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars	
	010	01601			5443502	\$200,000	

Budget Funding Year(s)
 (must match resolution) 2020 - 2021 Start Date Upon Execution End Date 10/06/2021

Funding Source Tax Dollars _____
 State Aid _____
\$200,000.00 Federal Aid _____
 (must match resolution) Other Amount of Aid to be received to be determined