

93477

DATE: May 20, 2022

TO: Board of Acquisition and Contract

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

RE: Authorization to enter into an Agreement with Health Research Inc. to receive and administer a Grant for the Public Health Emergency Preparedness Program, for the period from July 1, 2022 through June 30, 2023, in the amount not-to-exceed \$1,506,352, pursuant to an approved budget, and to indemnify and defend Health Research, Inc. and the New York State Department of Health as described below

The County of Westchester (the "County"), acting by and through its Department of Health (the "WCDH"), seeks authorization to enter into an agreement with Health Research, Inc. ("HRI") to accept funding under the Public Health Emergency Preparedness Program Grant ("Program") for the period from July 1, 2022 through June 30, 2023, in the amount not-to-exceed \$1,506,352, pursuant to an approved budget.

This Program will promote the public health, safety and general welfare of County residents by improving the response capacity to a large scale public health and/or biological/bioterrorism emergency event and supporting the infrastructure that would enable the County to respond to such threats whether naturally occurring or manmade. Part of these funds will allow New York State, through HRI, to more quickly transfer funds to the WCDH during a public health emergency.

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 will also require 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

/mv

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/11/2022 - 10:10 AM - COUNTY OF WESTCHESTER

RESOLUTION

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

RESOLVED, that the County of Westchester is authorized to enter into an agreement with Health Research, Inc. ("HRI") to accept funding under the Public Health Emergency Preparedness Program Grant, for the period from July 1, 2022 through June 30, 2023, in an amount not-to-exceed \$1,506,352, pursuant to an approved budget; and, be it further

RESOLVED, that the County of Westchester is further authorized to defend and indemnify HRI 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 20, 2022

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	550X	9853	T550	\$1,506,352

Budget Funding Year(s) (must match resolution)	<u>2022-2023</u>	Start Date	<u>7/01/22</u>	End Date	<u>6/30/23</u>
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Funding Source	Tax Dollars	_____
	State Aid	_____
\$1,506,352	Federal Aid	<u>100% Federal Pass Thru funds</u>
(must match resolution)	Other	_____

APPROVED BOARD OF ACQUISITION & CONTRACT - 05/16/2022 - RAYMOND SCULKY, SECRETARY