

27986

Date: July 6, 2012

To: Honorable Board of Acquisition and Contract

From: Kunjlata Ashar, M.D., Acting Pathologist / Medical Examiner
Department of Labs and Research

Re: **Authority to enter into an agreement with Health Research, Inc., for the County of Westchester (the "County") to accept a grant in the amount of \$75,000 to provide funding for the operation of the County's Biodefense Laboratory, for the period July 1, 2012 through June 30, 2013**

The attached Resolution, if approved by your Honorable Board, would authorize the County of Westchester (the "County") acting by and through its Department of Labs and Research (the "Department"), to enter into an agreement with Health Research, Inc. ("HRI") for the County to accept a grant in the amount of \$75,000 to provide funding for County's operation of its Biodefense Laboratory for the period July 1, 2012 through June 30, 2013 (the "Agreement").

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.

The Agreement will provide funding for the County's participation in the Laboratory Response Network (the "LRN"), which was established by the Centers for Disease Control and Prevention (the "CDC") and constitutes a network of laboratories which develop and conduct tests to prepare for, or respond to, bioterrorism events. Specifically, the Agreement will reimburse the County for supplies and associated costs in connection with the County's operation of its Biodefense Laboratory which is a CDC and New York State Department of Health ("NYSDOH") designated LRN reference laboratory.

The grants funds were made available by the CDC which first channeled the grant funds through NYSDOH with NYSDOH then subsequently channeling the grant funds through HRI.

Pursuant Attachment A, paragraph seven (7) of the Agreement, the County shall indemnify, hold harmless and defend HRI, its agents and employees, NYSDOH and the People of the State of New York as per the terms of said paragraph with the entire said paragraph reproduced and stated within Exhibit "A" which is attached hereto and made a part hereof.

HRI is a not-for-profit corporation that is affiliated with NYSDOH and assists NYSDOH to manage and administer grants and funding.

This Agreement's **public purpose** shall be the promotion of public safety for the benefit of County residents by ensuring the County's rapid response to bioterrorism events.

The Agreement's **goals and objectives** shall be to provide County residents with rapid response to bioterrorism events.

The Agreement is in the County's **best interest** regarding **public safety** as it ensures the continuation and strengthening of same.

The Agreement's **goals and objectives** will be **tracked and monitored** by the Department's Microbiology division which analyzes quality control and actual samples in conjunction with the Department's administrative division which will submit fiscal cost reports to HRI.

Accordingly, I recommend and urge your Honorable Board's approval of the annexed Resolution.

KA/WF/cji

RESOLUTION

Upon a communication from the Acting Commissioner of the Department of Labs and Research, be it hereby

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into an agreement with Health Research, Inc. ("HRI"), for the County to accept a grant in the amount of \$75,000 to provide funding for the operation of the County's Biodefense Laboratory, for the period July 1, 2012 through June 30, 2013 (the "Agreement"), and be it further

RESOLVED, that pursuant to Attachment A, paragraph seven (7) of the Agreement, the County 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 pursuant to the terms of said paragraph with said paragraph reproduced and stated within Exhibit "A", attached hereto and made a part hereof, and be it further

RESOLVED, that the County Executive or his authorized designee, is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
263	31	612M	9853	T612	\$75,000

Budget Funding Year(s) 2012 - 2013 Start Date 7/01/12 End Date 6/30/13
 (must match resolution)

Funding Source Tax Dollars _____

State Aid _____

\$ 75,000 Federal Aid _____

(must match resolution) Other Revenue – Federal Grant (NYS Pass Thru)

APPROVED BOARD OF ACQUISITION & CONTRACTS 5/22/2012 - 5/22/2012 - DOMINGUEZ, SECRETARY

EXHIBIT "A"

Indemnity - 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 forth 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 this paragraph.

APPROVED BOARD OF ACQUISITION & CONTRACTS
SECRETARY