

**78316**

**DATE:** July 31, 2020

**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 Enhanced Detection, Surveillance and Prevention of COVID-19 Program, for the period from July 1, 2020 through June 30, 2022, in the amount not-to-exceed \$3,312,196, 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 ("County"), acting by and through its Department of Health (the "WCDH"), seeks authorization to enter into an agreement with Health Research, Inc. to accept funding for the Enhanced Detection, Surveillance and Prevention of COVID-19 Program grant ("ELC COVID-19"), for the period from July 1, 2020 through June 30, 2022, in the amount not-to-exceed \$3,312,196, pursuant to an approved budget.

The County was just informed that HRI will be awarding this funding for the ELC COVID-19 grant pursuant to funding awarded to HRI from the federal Centers for Disease Control and Prevention ("CDC").

This Program will promote the public health, safety and general welfare of County residents by expanding the County's response capacity to the COVID-19 pandemic. Part of this funding has been structured to allow New York State, through HRI, to more quickly transfer resources to the WCDH during the ongoing COVID-19 pandemic to address the constantly changing response parameters as per guidance and directives from the federal Centers for Disease Control and Prevention ("CDC").

The goals of this Program are to ensure the continued ability of the WCDH to rapidly and effectively respond to the COVID-19 pandemic by conducting rapid and complete case and contact investigations, which are consistent with serious biological public health emergencies. Program objectives will include increasing staffing and resource capacity to further enable the County to enhance its contact tracing program already in place and functioning.

Fulfillment of these objectives will ensure enhancement of public health surveillance and real-time reporting of all data, maintenance of relevant laboratory support, development or enhancement of new and changing response plans and protocols, thereby decreasing the time to identify new causes, risk factors and instituting better interventions for all persons affected by COVID-19.

Program tracking and monitoring will be accomplished through daily County COVID-19 briefings, coordination of response activities with the NYSDOH. All data regarding case and contact investigations will be entered into the NYS CDCMS system.

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 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 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

/dc

## RESOLUTION

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

**RESOLVED,** that the County of Westchester (the "County"), acting by and through its Department of Health ("WCDH"), is authorized to enter into an agreement with Health Research, Inc. to accept funding for the Enhanced Detection, Surveillance and Prevention of COVID-19 Program grant ("ELC COVID-19"), for the period from July 1, 2020 through June 30, 2022, in the amount not-to-exceed \$3,312,196, pursuant to an approved budget; 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

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	V021	9853	G021	\$3,312,196

Budget Funding Year(s) (must match resolution) 2020-2022 Start Date 07/01/20 End Date 06/30/22

Funding Source Tax Dollars \_\_\_\_\_  
 State Aid \_\_\_\_\_  
**\$3,312,196** Federal Aid 100% Federal Pass Thru funds from HRI, NYSDOH  
 (must match resolution) Other \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/06/2020 - LISA MRIJAJ, SECRETARY