

**80580**

**DATE:** October 30, 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. (“HRI”) pursuant to which HRI will loan to the County four (4) COVID-19 Point of Care test kits to be used by the County’s Department of Health to provide additional COVID-19 testing, and to indemnify and defend HRI as described below.

The County of Westchester (the “County”), acting by and through its Department of Health (the “WCDH”), seeks authority to enter into an agreement with Health Research, Inc. (“HRI”), pursuant to which HRI will loan to the County four (4) COVID-19 Point of Care test Kits (the “Equipment”) manufactured by Abbott Labs and valued at approximately \$10,000 (the “Agreement”). The Equipment will be used by WCDH to provide COVID-19 point of care testing to Westchester residents in the event of an uptick in COVID-19 infections during the fall and winter seasons.

The term of the Agreement will commence upon execution thereof by both parties and will expire one (1) year thereafter, with an option to renew for an additional two (2) year period upon mutual consent. The Agreement may also be terminated at any time by mutual written consent of the parties or upon twenty (20) days written notice.

Upon expiration or termination of the Agreement, the County, at its sole cost and expense, will be responsible for promptly delivering the Equipment back to HRI.

This Agreement will serve a public purpose by insuring that WCDH has sufficient equipment necessary to conduct COVID-19 point of care testing at local schools and in the community in the event that COVID-19 infections increase, especially as we face the colder months.

The Agreement will also require the County to indemnify HRI as follows:

“The County accepts all risks to itself and to any third parties that may result or arise out of the possession or use of the Equipment and agrees to indemnify and save harmless HRI, its officers, agents, and employees from all loss, cost and expense arising out of any liability or claim of liability for damages to person or property arising out of its possession or use of the Equipment. The County agrees to hold harmless, indemnify and defend HRI (including HRI's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, property damage, or financial damage, which may result from any person using the Equipment while the Equipment is in the care of the County, regardless of whether such injury or damage results from the negligence of HRI (including HRI's agents, employees and representatives) or otherwise.”

Your approval of the attached resolution is respectfully requested.

SA/RR/jpg  
Attachments

## RESOLUTION

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

**RESOLVED,** that the County of Westchester, acting by and through its Department of Health (“WCDH”), is authorized to enter into an agreement with Health Research, Inc. (“HRI”), pursuant to which HRI will loan to the County four (4) COVID-19 Point of Care Test Kits (the “Equipment”) manufactured by Abbott Labs and valued at approximately \$10,000 (the “Agreement”), which will be used by WCDH to provide COVID-19 point of care testing to Westchester residents in the event of an uptick in COVID-19 infections during the fall and winter seasons; and, be it further

**RESOLVED,** that the term of the Agreement will commence upon execution thereof by both parties and will expire one (1) year thereafter, with an option to renew for an additional two (2) year period upon mutual consent of the parties. The Agreement may also be terminated at any time by mutual written consent of the parties or upon twenty (20) days written notice; and be it further

**RESOLVED,** that upon expiration or termination of the Agreement, the County, at its sole cost and expense, will be responsible for promptly delivering the Equipment back to HRI; and be it further

**RESOLVED,** that the County is authorized to defend and indemnify HRI in accordance with the following indemnification language contained in the Agreement, as follows:

“The County accepts all risks to itself and to any third parties that may result or arise out of the possession or use of the Equipment and agrees to indemnify and save harmless HRI, its officers, agents, and employees from all loss, cost and expense arising out of any liability or claim of liability for damages to person or property arising out of its possession or use of the Equipment. The County agrees to hold harmless, indemnify and defend HRI (including HRI's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, property damage, or financial damage, which may result from any person using the Equipment while the Equipment is in the care of the County, regardless of whether such injury or damage results from the negligence of HRI (including HRI's agents, employees and representatives) or otherwise.”

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
	N/A					

Budget Funding Year(s) (must match resolution)

Start Date

End Date

Funding Source

Tax Dollars

State Aid

Federal Aid

\$

(must match resolution)

Other

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_