

**83438**

**DATE:** March 15, 2021

**TO:** Board of Acquisition and Contract

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

**RE:** Authorization to Enter into Contract with Health Research, Inc. to Accept Continued Funding for the Expanded Partner Services Program Grant, pursuant to an approved budget, as follows:

Term: 4/1/21 – 3/31/22  
Amount: Not-to-Exceed \$105,000

The County of Westchester (“County”), acting by and through its Department of Health (“WCDH”), seeks authorization to enter into contract with Health Research, Inc. (“HRI”) to accept continued funding for the Expanded Partner Services Program Grant, pursuant to an approved budget, for the contract period 4/1/21 through 3/31/22, in the not-to-exceed amount of \$105,000.

The agreement requires 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.”

This contract will promote the public health and general welfare of County residents by preventing the spread of HIV by linking HIV infected persons identified as lost to appropriate medical care through surveillance data to appropriate HIV medical treatment. HIV infected individuals that receive appropriate medical care are far less likely to infect others than those not under such care.



**RESOLUTION**

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

**RESOLVED,** that the County of Westchester ("County"), acting by and through its Department of Health, is authorized to enter into contract with Health Research, Inc. to accept continued funding for the Expanded Partner Services Program Grant, pursuant to an approved budget, for the contract period 4/1/21 through 3/31/22, in the not-to-exceed amount of \$105,000; 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	\$
<b>This Amendment</b>	\$ _____
<b>TOTAL</b>	\$

Agreement #

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
263	27	499W	9854	T499	\$105,000

Budget Funding Year(s) (must match resolution) 2021 - 2022 Start Date 4/1/21 End Date 3/31/22

Funding Source Tax Dollars \_\_\_\_\_  
State Aid NYSDOH \_\_\_\_\_  
**\$105,000** Federal Aid \_\_\_\_\_  
(must match resolution) Other \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/25/2021 LISA MARIJAJ, SECRETARY