

85878

DATE: June 22, 2021

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 accept funding for the ELC Reopening Schools: Support for Screening Testing To Reopen & Keep Schools Operating Safely Grant program, for the period from July 1, 2021 through July 31, 2022, in the amount not-to-exceed \$15,800,820, 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 ELC Reopening Schools: Support for Screening Testing To Reopen & Keep Schools Operating Safely Grant program ("ELC Reopening Schools"), for the period from July 1, 2021 through July 31, 2022, in the amount not-to-exceed \$15,800,820, pursuant to an approved budget.

The County has been informed that HRI will be awarding this funding for the ELC Reopening Schools grant program 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 enabling the WCDH to establish COVID-19 screening testing programs for children in kindergarten through grade 12 ("K-12") in all schools in the County to support and maintain safe in-person learning.

The goals of this Program are to support safe, in-person instruction in K-12 schools by establishing COVID-19 screening testing programs, which will provide another layer of protection to protect students, teachers and staff from the spread of COVID-19. Funding will provide the needed resources to implement screening testing programs in all K-12 schools that are aligned with the CDC recommendations.

Program objectives will include, but are not limited to, rapid deployment of screening testing resources in all K-12 schools, development of a K-12 screening testing implementation plan and implementation of a screening testing action plan and providing technical assistance to K-12 schools.

Fulfillment of these goals and objectives will ensure that K-12 schools can reopen safely by slowing and preventing the spread of COVID-19 which will support the academic, social and emotional benefits of in-person instruction.

Program tracking and monitoring will be accomplished through daily County COVID-19 briefings, submission of all required documentation to the NYSDOH, weekly reporting to the NYSDOH on the number of tests conducted by the schools, the test type and COVID-19 cases identified. 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 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

/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 ELC Reopening Schools: Support for Screening Testing To Reopen & Keep Schools Operating Safely Grant program, for the period from July 1, 2021 through July 31, 2022, in the amount not-to-exceed \$15,800,820, 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, 2nd 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	W037	9353	G037

Budget Funding Year(s) (must match resolution) 2021-2022 Start Date 07/01/21 End Date 07/31/22

Funding Source Tax Dollars _____
 State Aid _____

\$15,800,820 Federal Aid 100% Federal Pass Thru funds from HRI, NYSDOH

(must match resolution) Other _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 07/01/2021 - LISA MRIJAJ, SECRETARY