

94858

DATE: July 12, 2022

TO: Board of Acquisition and Contract

FROM: Aleksandar Milovanovic, M.D.
Pathologist / Deputy Medical Examiner
Department of Labs & Research

RE: Authorization for the County of Westchester to enter into a grant agreement with Health Research Inc., for the period from July 1, 2022 through June 30, 2023, in order to receive and administer a grant in an amount not-to-exceed \$25,000 to participate in the Public Health Emergency Preparedness Program and to indemnify and defend Health Research, Inc. and the New York State Department of Health.

The County of Westchester (the "County"), acting by and through its Department of Laboratories & Research (the "Department"), seeks authorization to enter into a grant agreement (the "Agreement") with Health Research, Inc. (the "HRI"), for the period from July 1, 2022 through June 30, 2023, to accept federal funding in an amount not-to-exceed \$25,000, pursuant to an approved budget, for the Department to participate in the Center Disease Control Prevent program entitled "Public Health Emergency Preparedness Program" ("Program"), for among other things the maintenance and repair of laboratory testing equipment to improve the Department's level of preparedness for all types of public health emergencies. It should be noted that pursuant to the terms of the Agreement, the County is required to contribute \$47,250 in local matching funds toward the Program.

The goal of the Program is to maintain an integrated network of laboratories, including state and local public laboratories, in order to increase public health preparedness for all types of public health emergencies, including improving domestic public health infrastructure by helping to boost laboratory capability and improving local prevention and response efforts to biological and chemical threats, emerging infectious diseases and other public health emergencies.

The Program funding will be used for preventive maintenance and repair service to major laboratory equipment (Sterilizer, incubators, Biosafety Cabinets, HEPA filters and HVAC equipment, Centrifuges, Freezers, Refrigerators, ABI 7000, ABI 7500 fastDX, EasyMag, Victor TRF equipment, MagNapure equipment, etc.) which is required to ensure operational readiness of State and local public health departments' laboratory equipment.

The Agreement will among other things, increase the Department's level of preparedness for all types of public health emergencies, by improving its laboratory capability, and to improve the Department's prevention and response efforts to such public health emergencies.

The goals and objectives of the Agreement support the Program objectives of maintaining an integrated network of laboratories that can respond to bioterrorism, emerging infectious diseases, chemical terrorism and other types of public health emergencies, by improving the operational readiness of the Department's laboratory equipment.

The goals and objectives of the Agreement will also support the purposes of the Department of maintaining an adequate level of preparedness in order to respond to any public health emergency.

The Agreement will require the County to indemnify HRI 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

AM/cmc

RESOLUTION

UPON A COMMUNICATION FROM THE COMMISSIONER OF LABORATORIES AND RESEARCH, be it hereby

RESOLVED, that the County of Westchester (“County” or “Contractor”), acting by and through its Department of Laboratories and Research (“Department”), is authorized to enter into a grant agreement with Health Research, Inc. (“HRI”), for the period from July 1, 2022 through June 30, 2023, to accept funding in an amount not-to-exceed \$25,000.00, pursuant to an approved budget, for the Department to participate in the Public Health Emergency Preparedness Program (“Program”) for, among other things, the maintenance and repair of laboratory testing equipment, in order to increase the County’s level of preparedness for all types of public health emergencies (the “Agreement”); and, be it further

RESOLVED, that pursuant to the terms of the Agreement, the County is required to contribute \$47,250 in local matching funds toward the Program; and, be it further

RESOLVED, that the County is authorized to defend and indemnify HRI 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.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
263	31	T612-612Y	9853	T612	\$25,000.
101	31	0010-4200	4912		\$23,625. (2022)
101	31	0010-4200	4912		\$23,625. (2023)

Budget Funding Year(s): 2022-2023 Start Date: 07/01/22 End Date: 06/30/2023
(must match resolution)

Funding Source Tax Dollars: \$47,250.00
\$72,250.00 State Aid: \$25,000.00
(must match resolution) Federal Aid: _____
 Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/11/2022 - RAYMOND SUDY, SECRETARY