

Department of Health

10 County Center Road, 2nd Floor
White Plains, NY 10607

110719

TO: The Board of Acquisition and Contract

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

DATE: March 17, 2025

RE: Authorization to further amend a contract with Public Health Solutions to accept additional funding for the Early Intervention Services – TriCounty program grant, for the budget period of 3/1/25 through 02/28/26 in the amount not-to-exceed \$26,719, pursuant to an approved budget, and also to indemnify and defend Public Health Solutions as described below.

The County of Westchester (the “County”), acting by and through its Department of Health (the “WCDH”), requests authorization to further amend a contract with Public Health Solutions (“PHS”) to accept funding for the Early Intervention Services - TriCounty (“EIT”) Program Grant, for the budget period of March 1, 2025 through February 28, 2026, in the amount not-to-exceed \$26,719, pursuant to an approved budget.

By way of background, on November 21, 2019, your Honorable Board approved a Resolution (“November 21, 2019 Resolution”) which authorized the County, acting by and through the WCDH, to enter into an agreement with PHS to accept funding for the Early Intervention Services (EIT) Program Grant, for the contract term March 1, 2019 through February 28, 2022, in an amount not-to-exceed \$402,994, pursuant to an approved budget, and for the County to indemnify and defend PHS (the “Agreement”). The Agreement was subsequently executed.

Thereafter, by resolution approved on April 9, 2020 (the “April 9, 2020 Resolution”), the November 21, 2019 Resolution was amended, to reflect that the Agreement only authorized contract funding for the first one-year budget period of 3/1/19 to 2/29/20 in the amount not-to-exceed \$134,098, and not the full three-year amount. The April 9, 2020 Resolution also authorized the County to enter into a contract amendment with PHS to accept contract funding for the second one-year budget period of 3/1/20 through 02/28/21 in the amount not-to-exceed \$134,098, pursuant to an approved budget, and for the County to indemnify and defend PHS (the “First Amendment”). The First Amendment was subsequently executed.

Thereafter, by resolution approved on May 13, 2021 (the “May 13, 2021 Resolution”), your Honorable Board authorized the County to further amend the Agreement with PHS to accept contract funding for the third one-year budget period of 3/1/21 through 02/28/22 in the amount not-to-exceed \$134,098, pursuant to an approved budget, and for the County to indemnify and defend PHS (the “Second Amendment”). The Second Amendment was subsequently executed.

Thereafter, by resolution approved on May 5, 2022 (the “May 5, 2022 Resolution”), your Honorable Board authorized the County to further amend the Agreement with PHS to accept contract funding for the EIT Program Grant for the fourth one-year budget period of 3/1/22 through 02/28/23 in the amount not-to-exceed \$134,098, pursuant to an approved budget, and for the County to indemnify and defend PHS (the “Third Amendment”). The Third Amendment was subsequently executed.

Thereafter, by resolution approved on February 23, 2023 (the “February 23, 2023 Resolution”), your Honorable Board authorized the County to further amend the Agreement with PHS in order to accept a one-time carry over funding amount for the EIT Program Grant, for the budget period 3/1/22 through 2/28/23 in the amount not-to-exceed \$26,000, for a revised total amount for the fourth one-year budget period not-to-exceed \$160,098 (the Fourth Amendment”). The Fourth Amendment was subsequently executed.

Thereafter, by resolution approved on March 23, 2023 (the “March 23, 2023 Resolution”), your Honorable Board authorized the County to further amend the Agreement with PHS to accept contract funding for the EIT Program Grant for the fifth one-year budget period of 3/1/23 through 02/29/24 in the amount not-to-exceed \$134,098, pursuant to an approved budget, and for the County to indemnify and defend PHS (the “Fifth Amendment”). The Fifth Amendment was subsequently executed.

Thereafter by resolution approved on March 14, 2024 (the “March 14, 2024 Resolution”), your Honorable Board authorized the County to further amend the Agreement with PHS to accept contract funding for the EIT Program Grant for the sixth one-year budget period of 3/1/24 through 02/28/25 in the amount not-to-exceed \$126,628, pursuant to an approved budget, and for the County to indemnify and defend PHS (the “Sixth Amendment”). The Sixth Amendment was subsequently executed.

The WCDH was recently notified by PHS that a seventh amendment to provide additional funding for the EIT Program for the budget period of 3/1/25 through 2/28/26 in the amount not-to-exceed of \$26,719 will be sent to the County for execution. Accordingly, the County, acting by and through the WCDH, requests authorization to further amend the Agreement with PHS to accept additional funding for the EIT Program Grant, for the seventh one-year budget period of March 1, 2025 through February 28, 2026, in the amount not-to-exceed \$26,719, pursuant to an approved budget (the “Seventh Amendment”).

The Seventh Amendment will also require the County to indemnify and defend PHS as follows:

“The WCDH (as “Contractor”) shall indemnify, defend and hold harmless Public Health Solutions and DOHMH and each of their respective officers, directors, employees, agents, affiliates, successors and assigns (each an “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interests, awards, fines, costs, or expenses of whatever kind, including professional fees and/or attorneys’ fees, incurred by or assessed against any Indemnified Party in connection with any threatened or actual proceeding arising out of any negligent or more culpable act or omission of the Contractor in connection with the performance of its obligations under this Agreement and/or any breach of this Agreement by the Contractor. The Contractor shall give PHS and the DOHMH prompt notice of any claim to which this indemnity applies, and PHS and/or DOHMH, as applicable, shall be entitled to participate in the defense of any such claim through counsel of its own choice and at the Contractor’s expense.”

The New York City Department of Health and Mental Hygiene (“NYC DOHMH”), through its funding intermediary PHS, has awarded the WCDH this EIT grant funding to provide community-based HIV testing, among other services, in high risk/special populations where there continues to be limited resources. This EIT funding is part of the Ryan White Part A Program which provides medical and support services to counties/cities that are the most severely affected by HIV/AIDS epidemic.

This EIT Program will promote the public health, safety and welfare of County residents by assisting the WCDH in decreasing the spread of HIV and Hepatitis infection in high risk/special populations which are primarily uninsured and underinsured and improving overall health outcomes.

The goal of this EIT Program is to provide targeted HIV testing among priority populations in non-clinical settings to encourage these groups to test regularly according to the recommendations of the Centers for Disease Control and Prevention (“CDC”) and NYC DOHMH recommendations. The objectives to accomplish this are a) linkage to initiation of antiretroviral treatment (“iART”); b) timely linkage to care for those who are newly diagnosed or previously diagnosed and out of care for 9 months or longer; and c) linkage to pre-exposure prophylaxis (“PrEP”) and post-exposure prophylaxis (“PEP”) services for HIV-negative persons at risk of HIV acquisition.

The goals and objectives of the EIT Program will be tracked and monitored by entering at least monthly the number of clients tested for HIV, newly diagnosed, newly linked to care, among other service indicators, into PHS’s reporting portal eSHARE. Program outcomes will also be measured by client satisfaction surveys.

The proposed contract is exempt from Section 3(a)(xiv) of the Procurement Policy relating to procurements “for the purpose of entering into a contract or contracts with not for profit organizations for the purposes of providing aid, care and support to persons in need of public assistance.”

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.

Except as otherwise stated herein, all of the terms and conditions of the Agreement as amended will remain unchanged.

Approval of the attached resolution is respectfully requested.

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 (the "WCDH"), is authorized to further amend a grant agreement (the "Agreement") with Public Health Solutions ("PHS"), as previously amended, to accept additional funding in an amount not-to-exceed of \$26,719 under the Early Intervention Services - TriCounty ("EIT") Program Grant, for the one-year budget period from March 1, 2025 through February 28, 2026, pursuant to an approved budget; and, be it further

RESOLVED, that except as otherwise stated herein, all other terms and conditions of the Agreement, as previously amended, shall remain the same; and, be it further

RESOLVED, that the amendment will also require the County to indemnify and defend PHS as follows:

"The WCDH (as "Contractor") shall indemnify, defend and hold harmless Public Health Solutions and DOHMH and each of their respective officers, directors, employees, agents, affiliates, successors and assigns (each an "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interests, awards, fines, costs, or expenses of whatever kind, including professional fees and/or attorneys' fees, incurred by or assessed against any Indemnified Party in connection with any threatened or actual proceeding arising out of any negligent or more culpable act or omission of the Contractor in connection with the performance of its obligations under this Agreement and/or any breach of this Agreement by the Contractor. The Contractor shall give PHS and the DOHMH prompt notice of any claim to which this indemnity applies, and PHS and/or DOHMH, as applicable, shall be entitled to participate in the defense of any such claim through counsel of its own choice and at the Contractor's expense.";

and, be it further

RESOLVED, that the County Executive or his duly authorized designee be and hereby is authorized and empowered to execute any and all documents necessary to effectuate the purposes of this resolution in the manner prescribed by law.

County of Westchester

Original Agreement \$
 First Amendment \$
 Second Amendment \$
 This Amendment \$ _____
 TOTAL \$ _____

Agreement #

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
263	27	A001	9853	G001	\$26,719

Budget Funding Year(s) 2025-2026 Start Date 03/01/2025 End Date 02/28/2026
 (must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
\$ 26,719.00 Federal Aid Public Health Solutions
 (must match resolution) Other _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/17/2025 - RAYMOND SCULKY, SECRETARY