

Erie County Enhanced Screening agreement between:

Erie County Department of Health

And

Erie County School Districts (13)

Effective Date: August 1, 2021

This Agreement, between the **Erie County Department of Health**, hereinafter referred to as "**County**", and the **thirteen Erie County School Districts**, hereinafter referred to as "**Subcontractor**," is hereby effective August 1, 2021 through July 31, 2022.

WHEREAS, the County wishes to deliver an enhanced pandemic coordination effort and public health prioritization strategy to impact public health issues, utilizing community health workers with activities addressing pandemic mitigation strategies, public health education, minimizing barriers to care, and enhanced resources related to the COVID-19 pandemic and other public health issues;

WHEREAS, Subcontractor(s) desires to collaborate with County to support the enhanced pandemic coordination effort to the school district service area(s), and is ready, willing, and able to perform the services outlined in the work statement;

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree to the following:

I. CONTRACT TERM

The term of this Agreement commences on August 1, 2021 and runs through July 31, 2022.

II. CONTRACT AMOUNT

Subject to the availability of funds, and the other terms and conditions of the Agreement, County will make monthly (12) payments to Subcontractor(s). Total expenses shall not exceed \$42,000 per school district for the time period of August 1, 2021 to July 31, 2022.

III. PAYMENT

Subcontractor shall submit a County Invoice (Appendix A), and other documentation required by County, as follows:

- A. Invoices including back up documents shall be submitted monthly to reimburse for qualified expenses. Invoices and back up documents relevant to the invoice should be submitted no later than the 15th of the following month (Example: June report is due no later than July 15.)
- B. The total amount paid under this Agreement shall not exceed \$546,000.00, for completion of activities set forth in the Work Statement, and submission of proper Invoice(s) (Appendix A). Approved reporting forms and other program support materials will be provided to Subcontractor(s), if applicable.

IV. WORK STATEMENT

- A. Subcontractor(s) will hire or maintain a minimum of one (1) Lead Community Health Worker/Pandemic Coordinator from within the subcontractor's service area through July 31, 2022 to establish and maintain program coordination for each school district including but not limited to the coordination of pandemic mitigation strategies with the Erie County Department of Health. Activities may include: assisting with contract tracing and compiling contact information, assisting with testing result, creating consistent communication and messaging related to the pandemic, provide support for vaccination events, etc.
- B. Subcontractor(s) will work closely with County and County subcontractors, specifically the Northwest Pennsylvania Area Health Education Center, to schedule and attend Community Health Worker training and certification, resulting in the certification of all Community Health Workers.
- C. Subcontractor(s) shall provide routine updates to the Erie County Department of Health as requested.
- D. Subcontractor(s) will identify needs of the community and adjust programming to meet those needs through the duration of the contract.
- E. Subcontractor(s) shall identify any languages that educational documents will need to be translated to as part of this project and communicate those needs to the County.
- F. Subcontractor(s) will work with County staff and health partners to continually improve the strategy for operating in-person learning and maintain the health and safety of staff, faculty, students and visitors.
- G. Subcontractor(s) will work closely with County to identify, develop, and implement relevant communicable and chronic disease prevention programming based on community needs.
- H. Subcontractor(s) shall comply with invoicing requirements by submitting all invoice documents and back up to County on a monthly basis. Monthly invoices will be due on the 15th of the following month. (Example: June report is due no later than July 15.)

V. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Subcontractor shall comply with the provisions of the County of Erie's Equal Employment Opportunity Clause (Appendix B).

VI. COMPLIANCE WITH PENNSYLVANIA RIGHT TO KNOW LAW

The Pennsylvania Right-to-Know Law, 65 P.S. Section 67.101, et seq. provides that "(a) public record that is not in the possession of an agency (the County) but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the agency, and which directly relates to the governmental function and is not exempt under this act, shall be considered a public record of the agency for purposes of this act."

VII. APPENDICES AND ATTACHMENTS

The following Appendices and Attachments are incorporated into and made part of this Agreement and the parties agree to be bound by these Appendices and Attachments:

Appendix A - Invoice

Appendix B - County of Erie Equal Employment Opportunity (EEO) Clause

VIII. PRINT AND ELECTRONIC MEDIA, SURVEYS AND EDUCATIONAL MATERIALS

- A. Subcontractor(s) agrees that they will seek written approval from County for all print and electronic media, surveys, and educational materials prior to purchase, reproduction, and/or dissemination of said products. This includes, but is not limited to, flyers, brochures, print ads, press releases, radio and television ads, surveys, newsletters, websites, posters, and promotional items.
- B. Subcontractor(s) agrees that all writings, sound recordings, pictorial reproductions or other graphical representations and works of any similar nature developed in connection with this Agreement shall be the property of Subcontractor. County may duplicate, use and disclose the same in any manner or for any purpose whatsoever and have others do so upon the request or direction of County. Appropriate acknowledgment for the contributions made by Subcontractor shall be given by County.

IX. ADDITION OF SUBSEQUENTLY AVAILABLE FUNDS; AMENDMENTS

- A. If, during the term of this Agreement, additional funds become available to provide additional or expanded services or activities under the scope of this Agreement, the Agreement may be amended. Any additional funds shall be subject to the terms and conditions of the initial Agreement, as well as any additional conditions or requirements deemed necessary by the County. Subcontractor(s) hereby agrees to accept the funds for the stated purpose and agrees to use the additional funds as stated by the County. Subcontractor's revised Work Statement, revised budget, and any new conditions or requirements of the additional funds shall be incorporated into and become a part of this Agreement by reference.
- B. This agreement may be extended for additional time beyond its established termination date only by mutual written agreement of the parties hereto.
- C. Any alterations, amendments or modifications of this Agreement shall be invalid unless made in writing, approved by the parties hereto and attached to a copy of this Agreement.

X. SEVERABILITY AND TERMINATION OF CONTRACT

- A. It is the intent of the parties hereto that the clauses of this Agreement are severable. Should a clause or any part thereof be declared by a court of competent jurisdiction to be invalid and unenforceable, the remaining clauses shall remain in full force and effect between the parties to this Agreement.
- B. Either party can terminate this Agreement by giving the other thirty (30) days written notice of such intention to terminate.

XI. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Subcontractor shall comply with all federal, state, and local laws and ordinances.

XII. INDEPENDENT CONTRACTOR

- A. Subcontractor(s) is considered to be an independent contractor, and for no purposes is subcontractor, or its employees, to be considered an employee of either Erie County Department of Health or the County of Erie. No County benefits will accrue to Subcontractor other than as are set forth herein.
 - a. County will not provide health, life, unemployment, Worker's Compensation, or professional liability insurance for the Subcontractor.
 - b. Payment will be made without withholding any federal, state, or local income tax; nor shall the County withhold or contribute any amount for FICA or social security tax which the Subcontractor may owe. Subcontractor will be responsible for making payments for any income or self-employment taxes owed.

B. The Subcontractor(s) shall indemnify and hold harmless the County, its employees, agents, officials, representatives, attorneys, and assigns from any and all liability arising solely out of Subcontractor's negligence with respect to its activities conducted in connection with this agreement and/or the performance thereof.

IN WITNESSES WHEREOF, the parties hereto have executed this Agreement as of the day, month, and year indicated above.

NORTHWEST TRI-COUNTY INTERMEDIATE UNIT

SUBCONTRACTOR

Executive Director

Corry Area School District

SUBCONTRACTOR

SUBCONTRACTOR

Erie's Public Schools

Fairview School District

SUBCONTRACTOR

SUBCONTRACTOR

Fort LeBoeuf School District

General McLane School District

SUBCONTRACTOR

SUBCONTRACTOR

Girard School District

Harbor Creek School District

SUBCONTRACTOR

SUBCONTRACTOR

Iroquois School District

Millcreek Township School District

SUBCONTRACTOR

SUBCONTRACTOR

North East School District

Northwestern School District

SUBCONTRACTOR

SUBCONTRACTOR

Union City Area School District

Wattsburg Area School District

ERIE COUNTY DEPARTMENT OF HEALTH

Erie County Department of Health

COUNTY OF ERIE

APPROVED AS TO LEGALITY:

Erie County Executive

Chief Erie County Solicitor

For Review