

Erie County Enhanced Screening agreement between:

Erie County Department of Health

And

**Erie County School Districts (13) and
Northwest Tri-County Intermediate Unit**

Effective Date: August 1, 2022

This Agreement, between the **Erie County Department of Health**, hereinafter referred to as "**County**", and the **Thirteen Erie County School Districts and Northwest Tri-County Intermediate Unit**, hereinafter referred to as "**Subcontractor**," is hereby effective August 1, 2022 through July 31, 2023.

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, 2022 and runs through July 31, 2023.

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 and Intermediate Unit for the time period of August 1, 2022 to July 31, 2023.

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 \$588,000.00, 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, 2023 to establish and maintain program coordination for each school district and Intermediate Unit 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, coordination of testing options within districts, 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 require translation 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.)
- I. Individuals functioning in the Lead Community Health Worker/Pandemic Coordinator positions are subject to the relevant protocols and procedures at their subsequent school district.

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 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

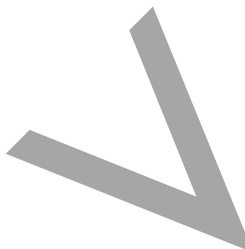
COUNTY OF ERIE

Erie County Executive

APPROVED AS TO LEGALITY:

Chief Erie County Solicitor

Exhibit



SUBCONTRACTOR INVOICE

Invoices should be sent to:
 Erie County Department of Health
 606 West Second Street
 Erie, Pennsylvania 16507
 Attention: Mark Matlock

Payee Name and Address:

Date: _____

Current Billing Period: _____

Invoice Number: _____

Vendor Number: _____

Telephone Number: _____

CATEGORY AND BRIEF DESCRIPTION	A. BUDGET AMOUNT	B. CUMULATIVE EXPENDITURES THROUGH CURRENT PERIOD	C. REMAINING BALANCE TO DATE THROUGH CURRENT PERIOD	D. INVOICE AMOUNT FOR CURRENT PERIOD
Personnel Services - Community Health Worker(s)				
Personnel Services - Support Staff				
Equipment				
Supplies				
Marketing/Advertising				
Indirect Costs				
Other Costs				
Total Costs (not to exceed)				

 Service Provider's Authorized Signature

 Date

County of Erie Pennsylvania
Equal Employment Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. As used herein, "treated" means and includes, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
2. The contractor shall in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
3. The contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitment under the Equal Employment Opportunity Clause of the County of Erie, *and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
4. The contractor shall furnish all information and reports requested by the Erie County Executive or the Erie County Council to ascertain compliance with the program.
5. The contractor shall take such action with respect to any subcontractor as the County of Erie may direct as a means of enforcing the provisions of subsections 1 to 8 hereof, including penalties and sanctions for noncompliance, provided, however, that in the event that the contractor becomes involved in or is threatened with litigation as the result of such direction by Erie County, the County shall enter into such litigation as is necessary to protect the interests of Erie County to effectuate the County's Equal Employment Opportunity Program, and in the case of contracts receiving federal assistance, the contractor or Erie County may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with Erie County. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of the contractor and any subcontractors engaged by the contractor.

7. The contractor shall include the provisions of sections 1 through 8 of this Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any and all of the following penalties:
 - a. Withholding of all future payments under the involved public contract to the contractor in violation until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract;
 - b. Refusal of all future bids for any public contract with the County of Erie or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined;
 - c. Cancellation of the public contract and declaration of forfeiture of the performance bond, if one was required;
 - d. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals, or groups who prevent directly, indirectly, or seek to prevent directly or indirectly, compliance with the policy, as herein outlined.