

**Interagency Agreement
Between
Suffolk County Department of Health Services
and
Suffolk County Community College**

This Agreement ("Agreement") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Suffolk County Department of Health Services ("the Department" or "SCDHS"), having its principal office at 3500 Sunrise Highway, Suite 124, Great River, New York 11739-9006, and Suffolk County Community College ("SCCC"), a chartered Community College (pursuant to the New York State Education Law) under the sponsorship of the County, having its principal administrative office at 533 College Road, Selden, New York 11784-2899

The parties hereto agree that SCCC will provide mass dispensing sites, hereinafter referred to as "Points of Dispensing" ("POD"), in the event of a public health emergency, for the distribution of medicine to the public.

Term of Agreement: October 1, 2020 through December 31, 2030

Total Cost of Agreement: No cost to SCDHS or SCCC.

Terms and Conditions: Shall be as set forth in Articles I and II, attached and incorporated herein.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Suffolk County Community College

By: Louis J. Petrizzo
Louis J. Petrizzo
Interim President

Date: 10/19/2020

Reviewed and Approved:

By: Alicia S. O'Connor
Alicia S. O'Connor, Deputy General Counsel

Date: 10/19/2020

Approved as to Form;
Dennis M. Cohen, Suffolk County Attorney

By: Jessica H. Hogan
Jessica H. Hogan
Assistant County Attorney

Date: 11/6/2020

COUNTY OF SUFFOLK

By: Lisa M. Black
Lisa M. Black
Chief Deputy County Executive

Date: 11/10/20

Approved: Department of Health Services

By: Barbara Marano
Barbara Marano, CPA
Executive Assistant for Finance and Administration

Date: 10/28/2020

Recommended:
Division of Public Health

By: Jason Winslow
Jason Winslow, MD
Interim Director of EMS and Public Health
Emergency Preparedness

Date: 10/26/2020



0062501

List of Articles

Article I

General Terms and Conditions

1. Term and Termination
2. Responsibilities of SCCC
3. Responsibilities of SCDHS
4. Confidentiality
5. Indemnification
6. Merger; No Oral Changes

Article II

Notices and Contact Persons

Article I
General Terms and Conditions

Whereas, the Department's Commissioner is responsible for the public health of individuals residing in the County; and

Whereas, the New York State Department of Health ("NYSDOH") has worked closely with local health departments, such as the Department and other key partners to make sure that every county will be ready for public health emergencies; and

Whereas, as part of the Department's NYSDOH approved Public Health Emergency Preparedness Program ("PHEP"), the Department must obtain facilities throughout Suffolk County to provide emergency sites for the distribution of medications and/or vaccinations, otherwise known as Points of Dispensing ("POD") sites, in the event of a public health emergency, as authorized by the Suffolk County Executive, under the advisement of the Suffolk County Health Commissioner; and

Whereas, consistent with the NYSDOH and County goals of establishing disaster preparedness, the Department and SCCC wish to enter into this Agreement for the purpose of utilizing their facilities as a POD, subject to the terms and conditions set forth herein;

Now, Therefore, the parties agree as follows:

1. Term and Termination

The term of this Agreement shall be as set forth on page one of this Agreement. This Agreement may be terminated by the mutual consent of the parties or by either party upon thirty (30) days written notice to the other party.

2. Responsibilities of SCCC

- a. SCCC will provide the following sites (and any other sites as mutually agreed upon by the parties), collectively referred to as the "Emergency Sites," in the event of a public health emergency and for drills and exercises as may mutually be agreed upon:
 - i. the gymnasium portion of the Suffolk Federal Credit Union Area at SCCC's Michael J. Grant Campus, located at Crooked Hill Road, Brentwood, NY 11717;
 - ii. the Brookhaven gymnasium at SCCC's Ammerman campus, located at 533 College Road, Selden, NY 11784; and
 - iii. the gymnasium in the Health and Wellness Center at SCCC's Eastern campus, located at 121 Speonk-Riverhead Road, Riverhead, NY 11901.
- b. SCCC will use its best efforts to make desired locations and parking areas accessible within a reasonable time frame, as dictated by the demands of the emergency.
- c. SCCC will use its best efforts to keep desired locations and parking areas accessible for the duration of the emergency.
- d. SCCC will use its best efforts to provide campus security within constraints of normal staffing capacity to augment the Suffolk County Police Department, Suffolk County Sheriff and other Police Departments as necessary.
- e. SCCC will use its best efforts to provide a representative from its Facilities Management division at each site to assist with technical support (power, lighting, waste, etc.) for the duration of a deployment.

- f. SCCC will use its best efforts to provide janitorial services at reasonable time intervals at each site for the duration of the emergency.
- g. SCCC will use its best efforts to provide desks and tables at all the Emergency Sites.

3. Responsibilities of SCDHS

- a. SCDHS will staff the facility with SCDHS employees and volunteer health care providers.
- b. SCDHS will provide all necessary pharmaceuticals, medical supplies, and equipment, including delivery to and removal from Emergency Sites.
- c. SCDHS will provide all necessary office equipment and supplies including delivery to and removal from Emergency Sites.
- d. SCDHS will provide for storage of all necessary office equipment and supplies as referenced in paragraph c. above at on-site locations.
- e. SCDHS will arrange for the removal of regulated medical waste that may be generated by the emergency.
- f. SCDHS will assume costs of overtime for security and janitorial services of SCCC employees.
- g. SCDHS will establish communications between Emergency Sites and to the designated County Emergency Operations Center.
- h. SCDHS will use its best efforts to ensure that the Suffolk County Police Department, the Suffolk County Sheriff and other Police Departments, as necessary, provide sufficient staffing for traffic- and crowd-control purposes and to maintain public order during such times as medications and/or vaccinations are distributed.

4. Confidentiality

The School and the County agree to maintain the confidentiality of all records, reports, documents and other information in conformity with the provisions of applicable local, state and federal laws, rules and regulations.

5. Indemnification

Each party shall indemnify, defend, protect and save the other party harmless from and against any claim, damage, loss, liability, cost and expense (including reasonable attorney's fees) in connection with any loss or damage to property, personal injury, bodily injury, or death, suffered by the indemnified party and/or third parties arising out of or resulting from the negligence or willful misconduct of the indemnifying party, its employees, contractors and/or agents in connection with such party's exercise of its rights and performance of its obligations under the terms of this MOU. These obligations shall survive the expiration or termination of this MOU.

6. Merger; No Oral Changes

It is expressly agreed that this MOU represents the entire agreement of the parties, that all previous understandings are merged in this MOU, and that no modification of this MOU shall be valid unless written and executed by both parties

End of Text for Article I

Article II
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or SCCC or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the Department:

**By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service**

Suffolk County Department of Health Services
3500 Sunrise Hwy.
Great River, NY 11739-3500
Attn: Jason Winslow, MD
Interim Director, Emergency Medical Services and
Public Health Emergency Preparedness

For the College:

**By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service**

Louis J. Petrizzo
Interim President
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784

2. Notices Relating to Indemnification and Termination

Any communication or notice regarding indemnification or termination shall be in writing and shall be given to the County or SCCC or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the County:

**By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service**

Suffolk County Department of Health Services
3500 Sunrise Hwy.
Great River, NY 11739-3500
Attn: Gregson Pigott, MD MPH, SCDHS Commissioner

Dennis M. Cohen, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

**For the College:
By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service**

Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784

3. Notices sent under paragraphs 1 and 2 above shall be deemed to have been duly given (i) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof.
4. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).
5. **Notices Relating to Litigation**
 - a. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding against the other, shall be effected pursuant to and governed by the New York State Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.
 - b. In the event the Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third part defendant) to a lawsuit or any legal proceeding related to this Agreement, the Contractor shall immediately forward to the County Attorney, at the addresses set forth in paragraph 2 above, copies of all papers filed by or against the Contractor. Notices shall be as provided in paragraph 2 above.

End of Text for Article II