

78320

DATE: July 31, 2020

TO: Board of Acquisition and Contract

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

RE: Authorization to enter into an agreement with Health Research, Inc. to accept and administer a grant under the Opioid Overdose Data to Action Program, for the period from September 1, 2020 through August 31, 2021, in the amount not-to-exceed \$18,372.00, and to indemnify and defend Health Research, Inc. and the New York State Department of Health, as described below.

The County of Westchester (the "County"), acting by and through its Department of Laboratories & Research (the "Department"), seeks authorization to enter into an agreement (the "Agreement") with Health Research, Inc. (the "HRI") to accept and administer a grant under the Opioid Overdose Data to Action Program ("OD2A Program"), for enhanced post-mortem toxicology testing on Westchester County residents to ensure screening and confirmatory/qualitative testing for commonly prescribed medications as well as commonly distributed illicit drugs, for the period from September 1, 2020 through August 31, 2021, in the amount not-to-exceed \$18,372.00.

The goal of the OD2A Program is to address a growing public health crisis stemming from opioid overuse and addiction by integrating and empowering local prevention and response efforts and improving forensic investigation and testing of drug overdose deaths, which in turn will guide and more effectively assist local prevention and response efforts.

Part of the OD2A Program funding will allow the New York State Department of Health ("NYSDOH"), through HRI, to allocate funding in order to acquire high quality, comprehensive, and timelier data on overdose morbidity and mortality, and to use such data to generate insight for action and inform and drive prevention and response initiatives and activities.

The Agreement will among other things, increase the timeliness of forensic testing of drug overdose deaths, improve forensic investigation of drug overdose deaths and enhance testing for other drugs involved in opioid overdose deaths.

The goals and objectives of the Agreement support the OD2A Program objectives which involve building linkages to care and to partner with first responders and public safety to reduce the stigma of opioid overuse and in turn empower affected individuals to seek care by promoting the availability of services.

The goals and objectives of the Agreement will also support the purposes of the County's Departments of Health and Department of Community Mental Health in generating insight for action and driving local prevention and response efforts in assisting vulnerable individuals.

The Agreement will require the County to indemnify HRI and NYSDOH 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.

The proposed Agreement does not constitute procurement. Accordingly, the provisions of the Westchester County Procurement Policy do not apply.

Your approval of the attached resolution is respectfully requested.

Attachment

AM/PS/CMC

RESOLUTION

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

RESOLVED, that the County of Westchester is authorized to enter into an agreement with Health Research, Inc. ("HRI") to accept and administer a grant under the Opioid Overdose Data to Action Program ("OD2A"), for enhanced post-mortem toxicology testing on Westchester County residents to ensure screening and confirmatory/qualitative testing for commonly prescribed medications as well as commonly distributed illicit drugs, for the period from September 1, 2020 through August 31, 2021, in the amount not-to-exceed \$18,372.00, in order to increase the timeliness of forensic testing of drug overdose deaths, improve forensic investigation of drug overdose deaths and enhance testing for other drugs involved in opioid overdose deaths; and, be it further

RESOLVED, that the County of Westchester 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	G005-W005	9853	G005	18,372

Budget Funding Year(s): 2020-2021 Start Date: 09/01/20 End Date: 08/31/2021
(must match resolution)

Funding Source Tax Dollars: 0%
 State Aid: 0%
\$18,372.00 Federal Aid: 100% Federal Pass Thru funds
(must match resolution) Other:

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/13/2020 - LISA MERRAJ, SECRETARY