

# 63872

**TO: Board of Acquisition and Contract**

**FROM: Kunjlata Ashar, M.D.  
Medical Examiner/ Pathologist  
Department of Labs & Research**

**DATE: June 26, 2018**

**RE: Resolution authorizing the County of Westchester, acting by and through its Department of Laboratories and Research (the "Department"), to enter into an agreement with New York State, acting by and through its Department of Health (the "State"), in order to accept a grant in amount not to exceed \$10,000 in state funds to reimburse the Department for costs associated with the laboratory validation for nucleic acid amplification tests for sexually transmitted diseases for a period of one year commencing on July 1, 2018 and expiring on June 30, 2019.**

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The attached resolution, if approved by your Honorable Board, would authorize the County of Westchester (the "County"), acting by and through its Department of Laboratories and Research (the "Department") to enter into an agreement (the "Agreement") with New York State, acting by and through its Department of Health (the "State") in order to accept a grant in amount not to exceed \$10,000 in state funds to reimburse the Department for costs associated with the laboratory validation for nucleic acid amplification tests for sexually transmitted diseases (STD(s)) for a period of one year commencing on July 1, 2018 and expiring on June 30, 2019.

The purpose of the project is to validate the use of a Nucleic Acid Amplification Test (NAAT) in testing for Chlamydia trachomatis (CT) and Neisseria gonorrhoeae (NG) in rectal and pharyngeal specimens. Health Department's STD clinics receive over 2800 visits per year. Currently, patients are screened for CT and NG in rectal and pharyngeal specimens by culture, which is suboptimal and less sensitive than NAAT. The NAAT is a DNA test rather than the more invasive culture. Furthermore, the results of the NAAT can be achieved in hours instead of days. This validation study will help Health Department's STD clinics transition from culture to NAAT testing, which is the gold standard.

The State requires that the Agreement include the following language pursuant to which the County will indemnify the State and hold the State harmless:

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"The Recipient shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Recipient or its subrecipients pursuant to the Purchase Order Agreements. The Recipient shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Purchase Order Agreements."

The public purpose and goals and objectives of this Agreement are to protect the public by validating the use of the NAAT as the most favorable test for these sexually transmitted diseases in order to protect the health and welfare of the public at large. These goals and objectives will be monitored by Department staff.

I most respectfully request that your Honorable Board approve the attached proposed Resolution.

KA/ps/jrc  
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 07/19/2018 - LISA MARIJA SECRETARY

## RESOLUTION

Upon a communication from the Medical Examiner/Pathologist, be it hereby

**RESOLVED**, that the County of Westchester (the “County”), acting by and through its Department of Laboratories and Research (the “Department”) is authorized to enter into an agreement (the “Agreement”) with New York State, acting by and through its Department of Health (the “State”) in order to accept a grant in amount not to exceed \$10,000 in state funds to reimburse the Department for costs associated with the laboratory validation for nucleic acid amplification tests for sexually transmitted diseases for a period of one year commencing on July 1, 2018 and expiring on June 30, 2019; and be it further

**RESOLVED**, that Agreement shall contain the following clause: “The Recipient shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Recipient or its sub-recipients pursuant to the Purchase Order Agreements. The Recipient shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Purchase Order Agreements.”; and be it further

**RESOLVED**, that the County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents necessary and appropriate to effectuate the purposes hereof.

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
263	31	926T	9853	T926	\$10,000.

Budget Funding Year(s): \_\_\_\_\_ Start Date 7/1/18 End Date 6/30/19  
 (must match resolution)  
 Funding Source Tax Dollars \_\_\_\_\_  
 State Aid \$10,000.00  
\$ 10,000.00 Federal Aid \_\_\_\_\_  
 (must match resolution) Other Revenue - \_\_\_\_\_