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**71014**

**DATE:** 8/5/19

**TO:** Board of Acquisition and Contract

**FROM:** Sherlita Amler, M.D.  
Commissioner of Health

**RE:** Authorization to Enter into an Agreement with Health Research Inc. to receive and administer a Grant for the Opioid Overdose Data to Action Program, for the period from September 1, 2019 through August 31, 2020, in the amount not-to-exceed \$172,000, pursuant to an approved budget, 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 Department of Health (the "WCDH"), seeks authorization to enter into an agreement with Health Research, Inc. to accept funding for the Opioid Overdose Data to Action Program Grant ("OD2A Program") for the period from September 1, 2019 through August 31, 2020, in the amount not-to-exceed \$172,000, pursuant to an approved budget.

Part of this funding will allow New York State, through HRI, to allocate funding which could be more quickly accessed by the WCDH during a public health emergency, such as the opioid epidemic. Previously this funding was included in the WCDH's Public Health Emergency Preparedness Program Grant, which is a separate grant from HRI.

This OD2A Program will promote the public health, safety and general welfare of Westchester residents by engaging hard to reach populations to provide life-saving naloxone training and to link persons to care/services to address opioid substance abuse.

The goal of this 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. OD2A Program objectives 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.

These goals and objectives are a top public health service priority in the WCDH's Community Health Improvement Plan and also support the county's Department of Community Mental Health ("DCMH") priorities to serve these vulnerable individuals.

OD2A Program tracking and monitoring are maintained through regular staff meetings in conjunction with DCMH, periodic review and assessment of training needs with first responders and public safety, review of community partners and number of referrals made for services, updates through the NYSDOH Commerce system, and discussing of "success" stories. Status reports are sent to the NYSDOH on a quarterly basis.

The agreement will also require the County to indemnify Health Research, Inc. and the New York State Department of Health 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.

Your approval of the attached resolution is respectfully requested.

Attachment

/mv

## RESOLUTION

UPON A COMMUNICATION FROM THE COMMISSIONER OF HEALTH, be it hereby

**RESOLVED,** that the County of Westchester, acting by and through its Department of Health (“WCDH”), is authorized to enter into an agreement with Health Research, Inc. (“HRI”) to accept funding for the Opioid Overdose Data to Action (“OD2A”) Program Grant, for the period from September 1, 2019 through August 31, 2020, in the amount not-to-exceed \$172,000, pursuant to an approved budget; and, be it further

**RESOLVED,** that the County of Westchester is authorized to defend and indemnify Health Research Inc. 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.

Department of Health  
County of Westchester  
10 County Center Road, 2<sup>nd</sup> Floor  
White Plains, New York 10607

Original Agreement       \$  
 First Amendment       \$  
 Second Amendment     \$  
**This Amendment**       \$ \_\_\_\_\_  
 TOTAL                     \$  
 Agreement #

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
	263	27	T07U	9353	T1007	\$172,000

  

Budget Funding Year(s) (must match resolution)	<u>2019-2020</u>	Start Date	<u>9/01/19</u>	End Date	<u>8/31/20</u>
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Funding Source	Tax Dollars	_____
	State Aid	_____
<b>\$172,000</b>	Federal Aid	<u>100% Federal Pass Thru funds</u>
(must match resolution)	Other	_____

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/29/2019 - LISA MARIJAJ, SECRETARY