

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND CPESN NY IPA, LLC
RE OPIOID SETTLEMENT FUND COMMUNITY GRANT
TO COORDINATE OPIOID USE DISORDER SCREENING AND HARM REDUCTION
EFFORTS AT FIVE ALBANY COUNTY INDEPENDENT PHARMACIES

CONTRACT NO. 2024-2002

This Agreement is made by and between the County of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with a principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the "County") and CPESN NY IPA, LLC, a registered New York limited liability company with a principal place of business located at 147 Kensington Avenue, Buffalo, New York 14215, (hereinafter, the "Grantee," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WITNESSETH:

WHEREAS, the County has received Opioid Settlement Regional Abatements funding, and the Albany County Mental Health Department (hereinafter, the "ACMH") has developed priorities for the allowable program uses of said funding for the first round of community grants (hereinafter, the "OSF program funding"); and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a request for proposals regarding the OSF program funding, said request having been designated RFP #2024-010, issued on January 29, 2024, and published on February 1, 2024 (hereinafter, the "RFP"); and

WHEREAS, the Purchasing Division has issued seven addenda to the RFP, the first on February 2, 2024 (hereinafter, the "Addendum #1"), the second on February 9, 2024 (hereinafter, the "Addendum #2"), the third on February 13, 2024 (hereinafter, the "Addendum #3"), the fourth on February 14, 2024 (hereinafter, the "Addendum #4"), the fifth on February 16, 2024 (hereinafter, the "Addendum #5"), the sixth on February 27, 2024 (hereinafter, the "Addendum #6"), and the seventh on February 29, 2024 (hereinafter, the "Addendum #7," and together with Addendum #1 through Addendum #6, may be referred to herein as the "Addenda"); and

WHEREAS, the Grantee submitted a proposal on March 4, 2024 (hereinafter, the "Proposal") seeking a portion of the funding to coordinate five Albany County independent pharmacies in monitoring patients receiving opioid prescriptions, conducting screenings for opioid use disorder, providing naloxone and other harm reduction supplies and information and distributing prescription bags with a CAPTCHA link to OASAS' Treatment Locator site;

WHEREAS, the County has accepted the Proposal of the Grantee as an appropriate expenditure of a portion of the OSF program funding, and ACMH has provided a Notice of Award to the Grantee dated June 7, 2024, describing the approved project; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. USAGE OF PROGRAM FUNDING

1.1 Using the funding the County will provide pursuant to Article 4 below, the Grantee shall implement the approved project, in accordance with the provisions, terms and conditions described in the RFP, and consistent with the Addenda.

1.2 While implementing the approved project, the Grantee shall comply with all of the agreed-upon data collection and reporting requirements described in Schedule A, attached hereto and made a part hereof.

1.3 The Grantee shall maintain regular email/phone contact with the ACMH to ensure barriers to implementation are quickly identified and resolved, and so that project achievements are recognized.

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall commence upon execution of the Agreement by the parties and shall continue in effect through June 30, 2026. There is no renewal term available.

ARTICLE 3. PAYMENT OF PROGRAM FUNDING

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Grantee agrees to accept, an amount not to exceed ONE HUNDRED SEVENTY-FOUR THOUSAND, EIGHT HUNDRED NINETY-ONE AND 00/100 (\$174,891.00) DOLLARS, as full compensation for under this Agreement.

3.2 Payment shall be made to the Grantee by the County upon the submission of a properly executed Albany County Claim Form, plus all supporting documentation, including any receipts and invoices, to the ACMH, and after review and approval by the County of the claim form.

ARTICLE 4. INDEMNIFICATION

The Grantee shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising from the program funding rendered by the County in relation to this Agreement, as a result of any negligence of the Grantee, its employees and/or agents.

ARTICLE 5. INSURANCE

The Grantee shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule B attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. The Grantee shall provide thirty (30) days written notice to the County of any insurance policy cancellation or change.

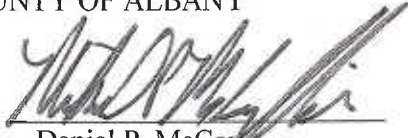
ARTICLE 6. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

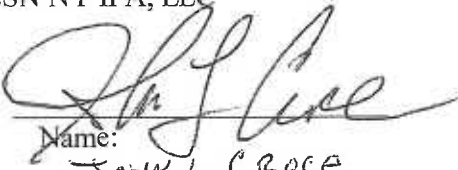
COUNTY OF ALBANY

DATED: 9/25/24

BY: 
Daniel P. McCoy
County Executive
or
Michael P. McLaughlin
Deputy County Executive

CPESN NY IPA, LLC

DATED: 9/20/2024

BY: 
Name: SORIN L. CROCE
President
Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 25th day of September, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC
EUGENIA K. CONDON
Notary Public, State of New York
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2024

STATE OF New York
COUNTY OF Saratoga) SS.:

On the 20 day of September, 2024, before me, the undersigned, personally appeared John Croce, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

AMY GRAZDA
Notary Public - State of New York
No. 01GR6339526
Qualified in Saratoga
My Commission Exp. 04/04/2028

SCHEDULE A
REPORTING REQUIREMENTS

Required Data Collection Elements

Start-up

- Provide updates on:
 - Pharmacy Sign-ons (SOWs)
 - Trainings provided (dates, topics, attendance, feedback)
 - Any staffing changes related to this grant

Ongoing Data Collection

- Number of naloxone trainings provided
- Number of naloxone kits provided (total kits and unique individuals, if possible)
- Number test strips provided (boxes)
- Number of patients who received a MOUD voucher from MATTERS
- Number of bags purchased/distributed to pharmacies with the QR Code

Reporting Requirements

- During Start-up, provide monthly status reports by email. These can be brief updates on the progress towards implantation that has been made in the last month.
- Once the project is up and running, please report monthly data summaries on a quarterly basis.

SCHEDULE B
INSURANCE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

4. Professional Liability Insurance: A policy or policies of professional liability insurance with limits of not less than \$1,000,000.

CUSTOMER NUMBER: 0100081864

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

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AGENCY		NAMED INSURED	
POLICY NUMBER BOP 0169244 00		CPESN NY LLC CPESN NY 1479 KENSINGTON AVE BUFFALO NY 14215-1436	
CARRIER PHARMACISTS MUTUAL INSURANCE COMPANY	NAIC CODE 13714	EFFECTIVE DATE: 08/22/24	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: EVIDENCE OF COMMERCIAL LIABILITY INSURANCE