

**52573**

**DATE:** August 15, 2016

**TO:** Board of Acquisition and Contract

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

**RE:** Authorization to Enter into Contract to Accept Continued Grant Funding from the New York State Department of Health for the STD Disease Intervention Services Program Grant, as follows:

Contract Period: 1/01/17 - 12/31/21  
Amount Not-To-Exceed: \$1,045,000

The Westchester County Department of Health ("WCDH") seeks authorization to enter into contract to accept continued funding from the New York State Department of Health ("NYSDOH") for the STD Disease Intervention Services Program Grant for a five year contract period from 1/01/17 through 12/31/21, pursuant to an approved budget, in a not-to-exceed amount of \$1,045,000.

The public purpose of the program is to promote the public health and general welfare of Westchester County residents by reducing morbidity and mortality rates from Sexually Transmitted Diseases ("STDs") through disease intervention, treatment, surveillance, and education services which are mandated activities of WCDH.

The goal and objective of this program is to prevent and control the spread of STDs among all Westchester County residents through the implementation of partner services, which includes patient interviews, partner notification, counseling and referral services for STDs and HIV.

The program is tracked and monitored by using the required information/forms to record the case management and investigations of confirmed STD (Syphilis, Chlamydia, and Gonorrhea) cases which are electronically entered into NYSDOH's Health Information Network (HIN). Completion of partner investigations, evaluation, treatment and final disposition of cases reported are also prepared by WCDH staff and sent on a quarterly basis to the NYSDOH.

The agreement requires the County to indemnify the New York State Department of Health as follows:

"The Contractor 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 Contractor or its subcontractors pursuant to this Master Contract. The Contractor 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 Master Contract."

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.

Approval of the attached resolution is respectfully requested.

/md  
Attachment

**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, is authorized to enter into contract to accept continued funding from the New York State Department of Health for the STD Disease Intervention Services Program Grant, for the contract period 1/01/17 through 12/31/21 pursuant to an approved budget, as follows:

Contract Period: 1/01/17 - 12/31/21  
Amount Not-To-Exceed: \$1,045,000;

and, be it further

**RESOLVED,** that the agreement requires the County to indemnify the New York State Department of Health as follows:

“The Contractor 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 Contractor or its subcontractors pursuant to this Master Contract. The Contractor 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 Master Contract.”;

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 10801  
August 15, 2016

Original Agreement	\$
First Amendment	\$
Second Amendment	\$
<b>This Amendment</b>	<b>\$</b>
TOTAL	\$ _____

Agreement #

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
263	27	478S	9853	T478	\$105,000
263	27	478S	9854	T478	\$104,000
263	27	478T	9853	T478	\$105,000
263	27	478T	9854	T478	\$104,000
263	27	478U	9853	T478	\$105,000
263	27	478U	9854	T478	\$104,000
263	27	478V	9853	T478	\$105,000
263	27	478V	9854	T478	\$104,000
263	27	478W	9853	T478	\$105,000
263	27	478W	9854	T478	\$104,000

Budget Funding Year(s) (must match resolution) 2017 Start Date 1/01/17 End Date 12/31/21

Funding Source Tax Dollars  
 State Aid NYSDOH - \$520,000  
**\$1045,000** Federal Aid Pass through NYSDOH - \$525,000  
 (must match resolution) Other \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACTS 09/08/2016 - TAMARA J. STANLEY