



79903

DATE: October 5, 2020

TO: Board of Acquisition and Contract

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

RE: Authorization to enter into a Second Contract Amendment with the New York State Department of Health for the Childhood Lead Poisoning Primary Prevention Program Grant to extend the contract period and increase the not-to-exceed amount, pursuant to an approved budget, and to defend and indemnify the New York State Department of Health, as follows and described below:

<u>Original Contract</u>	<u>Amended Contract</u>
Multi-Year Term: 04/01/15 - 09/30/20	Multi-Year Term: 04/01/15 - 09/30/21
Total Amount Not-To-Exceed: \$4,050,497	Total Amount Not-To-Exceed: \$4,725,580

On April 30, 2015, your Honorable Board approved a Resolution (the “April 30, 2015 Resolution”) which authorized the County of Westchester (“County”), acting by and through its Department of Health (“WCDH”), to enter into a contract with the New York State Department of Health (“NYSDOH”) to accept continued funding for the Childhood Lead Poisoning Primary Prevention Program Grant, pursuant to an approved budget, for the period 4/1/15 through 3/31/20, in the not-to-exceed amount of \$3,712,955. The original multi-year agreement has been executed.

On April 9, 2020, your Honorable Board approved a Resolution (the “April 9, 2020 Resolution”) which authorized the County of Westchester (“County”), acting by and through its Department of Health (“WCDH”), to enter into an amendment with the NYSDOH in order to extend the agreement period through 9/30/20 and increase the total amount not-to-exceed by \$337,542, pursuant to an approved budget, for the revised total amount not-to-exceed \$4,050,497. This amendment has not been processed and executed as a result of state resources being redirected to COVID-19 emergency response efforts. Instead, the NYSDOH has decided to process an eighteen (18) month extension that will cover the period from 4/1/20 through 9/30/21.

To that end, the NYSDOH has sent notification that the period of the original multi-year agreement will be extended from 4/1/20 through 9/30/21 and additional funding in the amount not-to-exceed \$675,083 will be further added to the original agreement amount.

Therefore, the WCDH now seeks authorization to enter into a second contract amendment with the NYSDOH for the Childhood Lead Poisoning Primary Prevention Program Grant in order to extend the agreement period through 9/30/21 and increase the total amount not-to-exceed by \$675,083, pursuant to an approved budget, for the revised total amount not-to-exceed \$4,725,580.

The amendment will also require 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.”

This contract promotes the public health and welfare of County residents through the identification of high risk housing units with lead paint hazards, the remediation of the hazards by property owners and the training/education of property owners in the safe abatement and remediation practices of lead hazards and risk factors.

The objective of the program is to preemptively identify these high-risk housing units and work with property owners to proactively prevent lead poisoning of children from occurring. Program goals include education on safe lead removal to ensure housing units are in compliance with housing code requirements.

WCDH continually monitors this program by tracking the number of housing units inspected for lead hazards, the number of hazards found and remediated, children ages six and under who have had prior lead screening or who need to be referred for screening, education and training to property owners and contractors in lead safe cleaning and work practices, and through the submission of quarterly reports to the NYSDOH. The total number of targeted housing units is 77,632.

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.

All other terms and conditions of the original agreement, as amended, shall remain unchanged.

Your 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 ("County"), acting by and through its Department of Health ("WCDH"), is authorized to enter into a second contract amendment with the New York State Department of Health for the Childhood Lead Poisoning Primary Prevention Program Grant in order to extend the contract period and increase the not-to-exceed amount, pursuant to an approved budget, as follows:

Original Contract

Multi-Year Term: 04/01/15 - 09/30/20
Total Amount Not-To-Exceed: \$4,050,497
and, be it further

Amended Contract

Multi-Year Term: 04/01/15 - 09/30/21
Total Amount Not-To-Exceed: \$4,725,580;

RESOLVED, that the contract amendment will also require the County of Westchester to indemnify the New York State Department of Health as follows:

"That 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 all other terms and conditions of the original agreement, as amended, shall remain unchanged;
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, 2nd Floor
White Plains, New York 10607

Original Agreement	\$3,712,955
First Amendment	\$ 337,542
This Amendment	\$ 675,083
TOTAL	\$4,725,580

Agreement #

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
	263	27	855V	9854	T855	\$675,083

Budget Funding Year(s)
 (must match resolution) 2020-2021 Start Date 10/1/20 End Date 9/30/21

Funding Source Tax Dollars _____
 State Aid NYSDOH
\$675,083 Federal Aid _____
 (must match resolution) Other _____