

54925

DATE: January 26, 2017

TO: Board of Acquisition and Contract

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

RE: Resolution authorizing the County of Westchester, acting by and through its Department of Health (“WCDH”), to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”), pursuant to the Occupational Safety and Health Act of 1970 and 29 CFR 1910.120, to establish a medical surveillance program for the employees of the WCDH’s Occupational and Environmental Health Unit who may be exposed to hazardous substances or health hazards, for a term from January 1, 2017 through December 31, 2021, for a total amount not to exceed One Hundred Ten Thousand (\$110,000.00) Dollars.

As your Honorable Board is aware, Section 3307(4) of the New York Public Authorities Law requires the approval of the Board of Legislators and Board of Acquisition and Contract for agreements between the County and the WCHCC. On January 23, 2017 the Westchester County Board of Legislators adopted Act No. 2017-15, authorizing the County, acting by and through its Department of Health (“WCDH”), to enter into an agreement with WCHCC, pursuant to the Occupational Safety and Health Act of 1970 and 29 CFR 1910.120, whereby WCHCC will establish a medical surveillance program for the employees of the WCDH’s Occupational and Environmental Health Unit who may be exposed to hazardous substances or health hazards.

The term of the agreement will commence on January 1, 2017 and expire on December 31, 2021. The WCDH will pay WCHCC a total amount not to exceed One Hundred Ten Thousand (\$110,000.00) Dollars, payable at the rates set forth in Schedule "A" attached hereto. Both parties shall have the right to terminate the agreement on ninety (90) days written notice to the other.

The County shall indemnify the WCHCC under the Agreement as follows:

The County shall defend, indemnify and hold harmless the WCHCC, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys’ fees or loss arising directly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County.

In addition, the WCHCC shall also indemnify the County in accordance with the language stated above, except that wherever the term “County” appears, the term “WCHCC” shall be substituted in its place.

The Agreement will serve the public health, safety and general welfare of County residents by ensuring that these above-identified employees are kept in good health to maintain their readiness and availability to respond to public health emergencies that may compromise environmental quality.

The goals and objectives of the agreement will serve to protect the WCDH’s employees who may be exposed to hazardous substances or health hazards in the regular course of their duties. In addition, the objectives of this agreement will ensure the County’s compliance with federal law. This agreement will be tracked and monitored by the WCDH to ensure that its employees are examined and monitored annually for any adverse health conditions and that they are fit to respond to emergencies that may negatively affect the environment and public health. A total of nine (9) WCDH employees will be monitored under this agreement through the receipt of lists from the WCHCC that include the names of employees who have been sent for examination and monitoring.

This Agreement is exempt from the Westchester County Procurement Policy under Section 3(a) (viii) regarding contracts for medical or health-related services.

A Resolution for your consideration is annexed hereto. I recommend your favorable consideration of the annexed proposed Resolution.

SA/dc
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/23/2017 - LISA MRIJAJ, SECRETARY

RESOLUTION

Upon a communication from the Commissioner of Health, be it hereby

RESOLVED, that the County of Westchester, through its Department of Health ("WCDH"), is authorized to enter into an agreement (the "Agreement") with the Westchester County Health Care Corporation ("WCHCC") pursuant to the Occupational Safety and Health Act of 1970 and 29 CFR 1910.120, whereby WCHCC shall establish a medical surveillance program for the employees of the WCDH's Occupational and Environmental Health Unit who may be exposed to hazardous substances or health hazards; and be it further

RESOLVED, that the term of the Agreement shall be from January 1, 2017 through December 31, 2021. Both parties shall have the right to terminate the Agreement on ninety (90) days written notice to the other; and be it further

RESOLVED, that the WCDH shall pay WCHCC a total amount not to exceed One Hundred Ten Thousand (\$110,000.00) Dollars, payable at the rates set forth in Schedule "A" attached hereto; and be it further

RESOLVED, that the County shall defend, indemnify and hold harmless the WCHCC, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County; and, be it further

RESOLVED, that this Agreement is subject to County appropriations; and be it further

RESOLVED, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the WCHCC, then the WCHCC shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Department of Health
County of Westchester
10 County Center Road, 2nd Floor
White Plains, New York 10607
January 26, 2017

Original Agreement	\$
First Amendment	\$
This Amendment	\$
TOTAL	\$ _____

Agreement #

Account to be Charged/Credited

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
101	27	0010	4380		\$22,000 (2017)
101	27	0010	4380		\$22,000 (2018)
101	27	0010	4380		\$22,000 (2019)
101	27	0010	4380		\$22,000 (2020)
101	27	0010	4380		\$22,000 (2021)

Budget Funding Year(s)
(must match resolution)

2017-2021 Start Date 01/01/17 End Date 12/31/21

Funding Source

Tax Dollars \$70,400
 State Aid \$39,600
 Federal Aid _____
 Other _____

\$110,000

(must match resolution)

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/23/2017 - LISA MARIJA BERRY

SCHEDULE "A"

WCHCC - Fees for Services

TEST	COST
Baseline Physical Examination	
Physical Examination - includes general physical examination, with particular attention to conditions that may affect respirator use, increase susceptibility to heat stroke or in any way impair the worker's ability to perform adequately while wearing Personal Protective Equipment under conditions that may be expected at the work site.	\$125.00
Medical and Occupational History	Included in Physical Exam
Written report to Patient (results, recommendations, opinion, limitations)	Included – no charge
Written report to WCDOH (opinion, limitations, confirm results sent to patient)	Included – no charge
Chest x-ray (PA/lateral), with B-reading: \$300.00	\$100.00 Standard x-ray
Pulmonary Function Test: includes FVC, FEV1, FVC, FEV1/FVC, FEF 25-75	\$50.00
Electrocardiogram	\$45.00
Laboratory Testing	
Complete blood count and platelets and blood chemistry screen including: calcium, phosphorus, sodium, potassium, chloride, LDH, SGOT, total bilirubin, GGT, SGPT, alkaline phosphatase, cholesterol, triglycerides, total protein, globulin, albumin, A/G ration, BUN, creatinine, uric acid, glucose, iron; and urinalysis	\$280.00
Blood lead testing	\$45.00
Blood FEP & ZPP (Zinc Protoporphorin) testing	\$60.00
Blood ZPP (Zinc Protoporphorin) testing	\$35.00
RBC Cholinesterase	\$45.00
PCB Congener - replaces Serum PCB level test	\$127.00
U/A with Microscopic Exam	\$20.00
Urine heavy metals (lead, cadmium, arsenic, mercury) 24 Hour Collection or Spot Test	\$325.00
Annual Surveillance	
Physical Examination	\$125.00
Pulmonary Function Test: includes FVC, FEV1, FVC, FEV1/FVC, FEF 25-75	\$50.00
Electrocardiogram (every five years)	\$45.00
Chest x-ray (PA/lateral), with B-reading (as outlined in scope of services): \$300.00	\$100.00 Standard x-ray
Laboratory Testing Complete blood count and platelets, blood chemistry as above, urinalysis	\$280.00
Blood lead testing	\$45.00
Blood FEP & ZPP (Zinc Protoporphorin) testing	\$60.00
Blood ZPP (Zinc Protoporphorin) testing	\$35.00
RBC Cholinesterase	\$45.00
PCB Congener - replaces Serum PCB level test	\$127.00

TEST	COST
U/A with Microscopic Exam	\$20.00
Urine heavy metals (lead, cadmium, arsenic, mercury) 24 Hour Collection or Spot Test	\$325.00
TEST	COST
Follow-up Visit for Respirator Certification	
Medical Questionnaire, respirator certification physical exam, certificate	\$125.00
Respiratory FIT Test Clearance	Included in questionnaire & respiratory exam
Additional Testing/Other Services when medically indicated	
Urinary hippuric acid level	\$110.00
Urinary phenols	\$105.00
Pulmonary gas diffusion	\$225.00
Stress Test	\$210.00
Audiometric testing (utilizing standardized, calibrated audiometer)	\$35.00
Tetanus (Td/Tdap) Vaccine (routine every 10 years; interim if medically indicated due to concerns of exposure)	\$25.00
Vision testing baseline (utilizing standardized testing)	\$30.00
Upon mutual agreement of the parties, consult with other specialties and/or third party providers as medically necessary and as per OSHA regulations	To be billed separately based on services provided and at the then current rate/cost
Upon mutual agreement of the parties, perform other lab tests, examinations or other medical tests as necessary and as per OSHA regulations	To be billed separately based on services provided and at the then current rate/cost
Neurobehavioral baseline exam – upon mutual agreement of the parties perform if medically necessary and as per OSHA regulations through approved third party medical provider	To be billed separately based on services provided and at the then current rate/cost