

79953

DATE: October 7, 2020

TO: Board of Acquisition and Contract

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

RE: Authorization to Enter into a Contract Amendment with the New York State Department of Health to Accept Continued Funding for the Lead Poisoning 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 as follows:

Original Contract

Contract Period: 10/1/15 – 9/30/20
Total Amount: Not-to-Exceed \$1,549,185

Amended Contract

Contract Period: 10/1/15 – 9/30/21
Total Amount: Not-to-Exceed \$1,830,855

On March 24, 2016, your Honorable Board approved a Resolution (the "March 24, 2016 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 Lead Poisoning Prevention Program Grant ("LPPP"), for the contract period October 1, 2015 through September 30, 2020, pursuant to an approved budget, in the not-to-exceed amount of \$1,549,185. This agreement has been executed.

The NYSDOH has sent notification that the period of the original multi-year agreement will be extended through 9/30/21 and additional funding in the amount not-to-exceed \$281,670 will be added to the original agreement amount.

Therefore, the WCDH now seeks authorization to enter into a contract amendment with the NYSDOH for the LPPP grant program, in order to extend the agreement period through 9/30/21 and increase the total amount not-to-exceed by \$281,670, pursuant to an approved budget, for the revised total amount not-to-exceed \$1,830,855.

The public purpose of the Lead Poisoning Prevention Program is to promote the public health and general welfare of Westchester County residents by ensuring that the county's residents receive information on minimizing lead exposure in their children. The program actively promotes the blood lead screening of the county's children as mandated by NYS Public Health Regulation. The purpose is also to ensure that children identified as lead poisoned receive medical and environmental case management services to assure their medical status is monitored and they live in a lead safe environment.

The goals and objectives of the Lead Poisoning Prevention Program are to ensure that all children who are one and two years of age are screened for lead exposure by their medical provider as required by NYS Public Health Regulation. This is accomplished through primary prevention methods that include community and professional outreach and education. The Lead Poisoning Prevention Program staff serve as a critical resource for primary medical care providers to assure that children receive blood lead screening, diagnostic evaluation, medical treatment and other follow-up services if necessary. In 2019, a total of 18,100 children under age 3 had their blood lead screened. Among them, 190 had elevated blood lead levels ($\geq 5 \mu\text{g/dL}$).

Effective October 1, 2019, the NYS Public Health Law (§ 1370) and regulations (Part 67 of Title 10 of the New York Codes, Rules, and Regulations) were amended to lower the definition of an elevated blood lead level in a child to 5 micrograms per deciliter ($\mu\text{g/dL}$) (previously 10 $\mu\text{g/dL}$).

Lead Poisoning Prevention Program's staff provides surveillance and monitoring of the county's blood lead screening and testing data through the NYSDOH Health Information Network's (HIN) LeadWeb data base. Westchester County has one of the highest screening rates of any county in New York State outside of New York City. Children identified as lead exposed or poisoned are tracked or case managed through the LeadWeb and LPoisoningPP protocols. Quarterly reports and statistical data are submitted 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.

All other terms and conditions of the original agreement 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, acting by and through its Department of Health, is authorized to enter into a contract amendment with the New York State Department of Health for the Lead Poisoning 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
 Contract Period: 10/1/15 – 9/30/20
 Total Amount: Not-to-Exceed \$1,549,185

Amended Contract
 Contract Period: 10/1/15 – 9/30/21
 Total Amount: Not-to-Exceed \$1,830,855

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 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.

Original Agreement	\$1,549,185
First Amendment	\$
This Amendment	\$ 281,670
TOTAL	\$1,830,855

Agreement #

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
	263	27	474V	9853	T474	\$101,993
263	27	474V	9854	T474	\$179,677	

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
\$281,670 Federal Aid Federal Pass thru
 (must match resolution) Other _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 10/15/2020 - LISA MRIJAJ, SECRETARY