

46539

DATE: June 8, 2015

TO: Board of Acquisition and Contract

FROM: John B. McCaffrey, Chief Information Officer  
Department of Information Technology

Sherlita Amler, MD, Commissioner  
Department of Health

RE: AUTHORITY TO ENTER INTO AN AGREEMENT (IT-1364) WITH DIGITAL HEALTH DEPARTMENT, INC. TO PROVIDE BOTH USE OF ITS DIGITAL HEALTH DEPARTMENT ENVIRONMENTAL HEALTH DATA MANAGEMENT SYSTEM AND RELATED SERVICES, FOR A TERM COMMENCING SEPTEMBER 1, 2015 AND CONTINUING THROUGH AUGUST 31, 2018, FOR A TOTAL AMOUNT NOT TO EXCEED \$125,123.00.

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BACKGROUND:

- Since 2005, the County of Westchester (the "County") has utilized the Digital Health Department Environmental Health Data Management System (the "System") for the permitting of facilities and tracking of inspection activities for the 16 program areas within the Department of Health's Bureaus of Environmental Quality and Public Health Protection.
- The System is proprietary, and replacing the System with a new system would require significant lead time. Therefore, the Department determined that the County's only practicable option for the immediate future is to enter into a new agreement that will allow the County to continue using the System and continue receiving maintenance, hosting, and other related services necessary to ensure the full and proper operation of the System (the "Related Services").
- The County has regularly contracted with Garrison Enterprises, Inc. ("Garrison") for use of the System and the Related Services, with the last such agreement set to expire August 31, 2015. However, Garrison has advised the County that, going forward, the proper party for such agreements is Digital Health Department, Inc. ("DHD").
- Accordingly, we now come before your Honorable Board requesting authority for the County to enter into an agreement (IT-1364) with DHD, pursuant to which DHD will provide the County with both the use of the System and the Related Services, for a term commencing September 1, 2015 and continuing through August 31, 2018, for a total amount not to exceed \$125,123.00, and individual annual amounts not to exceed those specified below, with each payable annually as a lump sum, upon the submission of an invoice:
  1. September 1, 2015 through August 31, 2016: \$39,690.00
  2. September 1, 2016 through August 31, 2017: \$41,675.00
  3. September 1, 2017 through August 31, 2018: \$43,758.00

- Due to the proprietary nature of the System, DHD is the only entity that can provide the System and the Related Services. Accordingly, we recommend that your Honorable Board deem this agreement to be a sole source procurement pursuant to Section 9 of the County Procurement Policy.
- The proposed agreement will serve a public purpose by providing the County with both the continued use of the System and the Related Services, which will enable the County's Department of Health to ensure the public's safety through its permitting of facilities and tracking of inspection activities for the 16 program areas within its Bureaus of Environmental Quality and Public Health Protection.
- The goal and objective of the proposed agreement is to provide the County with both the continued use of the System and the Related Services.
- The goal and objective of the proposed agreement is in the best interests of the County in terms of fiscal responsibility, as the County's continued use of the System and its receipt of the Related Services allows the County to benefit from its original investment in this system for an additional period of time.
- The goal and objective of the proposed agreement is also in the best interests of the County in terms of public health and the environment, as the County's ability to both continue to use the System and receive the Related Services will facilitate the Department of Health's Bureau of Environmental Quality in performing its work.
- The goal and objective of the proposed agreement will be tracked and monitored by staff from the Department of Information Technology.

**ACTION REQUESTED:**

- Authority to enter into an agreement (IT-1364) with DHD, pursuant to which DHD will provide the County with both use of the System and the Related Services, for a term commencing on September 1, 2015 and continuing through August 31, 2018, for a total amount not to exceed \$125,123.00, and individual annual amounts not to exceed those specified below, with each payable annually as a lump sum, upon the submission of an invoice:
  1. September 1, 2015 through August 31, 2016: \$39,690.00
  2. September 1, 2016 through August 31, 2017: \$41,675.00
  3. September 1, 2017 through August 31, 2018: \$43,758.00

The attached resolution is submitted for your consideration.

JBM/SF/bdm/nn

## RESOLUTION

UPON A COMMUNICATION FROM THE CHIEF INFORMATION OFFICER, DEPARTMENT OF INFORMATION TECHNOLOGY, AND THE COMMISSIONER OF DEPARTMENT OF HEALTH, BE IT HEREBY

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into an agreement (IT-1364; the "Agreement") with Digital Health Department, Inc. ("DHD"), pursuant to which DHD will provide the County with both continued use of its Digital Health Department Environmental Health Data Management System (the "System") and maintenance, hosting, and other related services necessary to ensure the full and proper operation of the System, for a term commencing September 1, 2015 and continuing through August 31, 2018, for a total amount not to exceed \$125,123.000, and individual annual amounts not to exceed those specified below, with each payable annually as a lump sum, upon the submission of an invoice:

1. September 1, 2015 through August 31, 2016: \$39,690.00
2. September 1, 2016 through August 31, 2017: \$41,675.00
3. September 1, 2017 through August 31, 2018: \$43,758.00

; and be it further

RESOLVED, that this Agreement is deemed to be a sole source agreement pursuant to Section 9 of the Westchester County Procurement Policy; 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 Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute and deliver any and all documents and to take all action necessary and appropriate to effectuate the purposes of this Resolution.

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Account to be Charged/Credited:  
 Agreement Number: IT-1364

Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2015	101	16	6000	4070		\$39,690
2016	101	16	6000	4070		\$41,675
2017	101	16	6000	4070		\$43,758

Budget Funding Year(s): 2015 - 2018      Start Date: September 1, 2015      End Date: August 31, 2018  
 (must match resolution)

Funding Source      Tax Dollars: \$125,123.00  
 State Aid: \_\_\_\_\_  
**\$125,123.00**      Federal Aid: \_\_\_\_\_  
 (must match resolution)      Other: \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACT - 07/02/2015 - JOAN COCCARDO SECRETARY