

52624

DATE: August 22, 2016

TO: Board of Acquisition and Contract

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

RE: Authorization to Enter into Contract with Hudson River HealthCare to Accept Funding for the Local Initiatives for Multi-Sector Public Health Action (Local IMPACT) Grant for the contract period 9/30/16 – 9/29/17, pursuant to an approved budget, in a not-to-exceed Amount of \$110,000.

The Westchester County Department of Health seeks authorization to enter into contract with Hudson River HealthCare (“HRHC”) to accept funding for the Local Initiatives for Multi-Sector Public Health Action (Local IMPACT) grant for the contract period 9/30/16 through 9/29/17, pursuant to an approved budget, in a not-to-exceed amount of 110,000.

The public purpose of this grant is to promote the public health and general welfare of County residents to address obesity, diabetes, and cardiovascular disease in high need communities.

It is well known that diabetes, cardiovascular disease and obesity are prevalent, costly, and often preventable. Risk factors and conditions frequently associated with diabetes and cardiovascular disease include poor nutrition and lack of physical activity. To address these risk factors, this grant will focus on the implementation of both targeted and general population based interventions in community settings that will promote and reinforce healthful behaviors and practices. The Program’s long-term goal is to reduce premature death and disability due to chronic diseases and to reduce health disparities in high need communities.

Program monitoring and performance measurement will be an integral component of this grant. Several community performance measures will be tracked including, but not limited to, the number and type of community settings and venues targeted, number of adults reached, number of policy and/or environmental changes implemented, etc. A NYSDOH web-based system will be used for reporting performance measurement data. Various levels of data will be collected on both a monthly and quarterly basis.

The agreement requires the County to indemnify Health Research Inc., (HRI) and the New York State Department of Health as follows:

Indemnity - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents and employees, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

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
Enc.

APPROVED BOARD OF ACQUISITION & CONTRACTS
09/15/2016

RESOLUTION

UPON A COMMUNICATION FROM THE COMMISSIONER OF HEALTH, be it hereby

RESOLVED, that the County of Westchester is authorized to enter into contract with Hudson River HealthCare ("HRHC") to accept funding for the Local Initiatives for Multi-Sector Public Health Action (Local IMPACT) grant for the contract period 9/30/16 through 9/29/17, pursuant to an approved budget, in a not-to-exceed amount of \$110,000;

and, be it further

RESOLVED, that the agreement requires the County to indemnify Health Research Inc., (HRI) and the New York State Department of Health as follows:

Indemnity - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents and employees, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

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
August 22, 2016

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
263	27	615R	9853	T615	110,000

Budget Funding Year(s)

(must match resolution) 2016-2017 Start Date 9/30/16 End Date 9/29/17

Funding Source

Tax Dollars

State Aid

\$110,000

Federal Aid

(must match resolution)

Other

Federal pass thru from Hudson River HC

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/15/2016 LISA MIJAJ, SECRETARY