

**61062**

**DATE:** January 24, 2018

**TO:** Board of Acquisition and Contract

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

**RE:** Authorization to Enter into Contract with Health Research, Inc. to accept funding to continue the Pilot for the Collaborative Partnership to Advance Self-Measured Blood Pressure Monitoring Program Grant, for the period from 01/15/18 through 05/15/18, pursuant to an approved budget, in the amount not-to-exceed \$22,000

The Westchester County Department of Health (“WCDH”) seeks authorization to enter into an agreement with Health Research, Inc. (“HRI”) to accept funding to continue the pilot for the Collaborative Partnership to Advance Self-Measured Blood Pressure Monitoring Program (“SMBP”) Grant, for the period from 01/15/18 through 05/15/18, pursuant to an approved budget, in the amount not-to-exceed \$22,000.

The initial pilot project funding from HRI for the SMBP grant program in the amount not-to-exceed \$20,000 was authorized and approved by the Budget Office and the Deputy County Executive in March, 2017 as a “short form” contract request. The contract with HRI was for the period March 1, 2017 through June 30, 2017 and has been duly executed.

The proposed agreement will require the County, referred to as “Contractor”, to indemnify Health Research, Inc. and the New York State Department of Health. As such authority is requested to include the following indemnification language in the proposed agreement:

“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 for 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 the paragraph.”

Continued participation in the SMBP project will promote the public health and general welfare of County residents by educating people in the County with identified hypertension on the importance of self-measured blood pressure to monitor blood pressure readings.

The goal and objectives of this program are to collaborate with the NYSDOH/HRI and other project partners and health networks to discuss how to use information technology to assist County residents with identified hypertension in taking a lead in the monitoring of an important aspect of their primary care. This will be accomplished through participation in meetings with a federally qualified health center, Open Door, and a community partner, Rye YMCA, as well as state and national partners, to help identify community resources to assist residents with identified hypertension in self-measuring blood pressure through a new health care delivery model to monitor blood pressure readings, and to support Open Door and the YMCA in promoting SMBP programming to residents.

As a result of last year's grant pilot project, a SMBP monitoring and loaner program is available to patients at Open Door's Port Chester and Ossining sites. During this new grant cycle, WCDH will be collaborating with its local partners to bring the SMBP program to a community venue to expand its reach beyond Open Door patients.

This project is in association with the national Association of State and Territorial Health Officials ("ASTHO") and includes participation of three other counties in NYS (Albany, Dutchess and Yates) and two other states (Kentucky & Missouri).

This project will be tracked and monitored via an ASTHO SMBP data collection tool to record community-based and regional organization partnership and support efforts, number of public education sessions and other outreach activities, and review of all project activities by the WCDH Health Promotion director. This data will be submitted to NYSDOH/HRI at the end of the current grant period.

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.

/s/

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 an agreement with Health Research, Inc. to accept funding to continue the pilot for the Collaborative Partnership to Advance Self-Measured Blood Pressure Monitoring Program Grant, for the period from 01/15/18 through 05/15/18, pursuant to an approved budget, in the amount not-to-exceed \$22,000; and, be it further

**RESOLVED,** that the agreement will require the County, referred to as "Contractor", to indemnify Health Research, Inc. and the New York State Department of Health and therefore authority is requested to include the following indemnification language in the agreement:

"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 for 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 the 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.

|                                |      |      |  |                    |               |          |
|--------------------------------|------|------|--|--------------------|---------------|----------|
| Account to be Charged/Credited | Fund | Dept | Major Program, Program & Phase or Unit | Object/ Sub-Object | Trust Account | Dollars  |
|                                | 263  | 27   | 901T                                   | 9853               | T901          | \$22,000 |
|                                |      |      |  |                    |               |          |
|                                |      |      |  |                    |               |          |
|                                |      |      |  |                    |               |          |

Budget Funding Year(s) (must match resolution) 2018 Start Date 01/15/2018 End Date 05/15/2018

Funding Source Tax Dollars \_\_\_\_\_  
 State Aid \_\_\_\_\_  
\$22,000 Federal Aid Pass thru HRI  
 (must match resolution) Other \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/15/2018 - LISA MRIJAJ, SECRETARY