

1 A RESOLUTION AUTHORIZING FULTON COUNTY, GEORGIA TO ACCEPT A
2 DONATION OF BLOOD PRESSURE CUFFS FROM THE AMERICAN HEART
3 ASSOCIATION TO THE FULTON COUNTY LIBRARY SYSTEM; TO APPROVE THE
4 EXECUTION OF A CONTRACT FOR COOPERATIVE WORK RELATED TO THE
5 PROVISION OF SUCH CUFFS FOR THE BENEFIT OF THE PUBLIC; AND FOR
6 OTHER PURPOSES.

7
8 **WHEREAS**, the Fulton County Library System ("FCLS") provides benefits to the
9 citizens of Fulton County through its diverse resources and programming across its
10 thirty-five branches, which serve many of Fulton County's neighborhoods; and

11 **WHEREAS**, the American Heart Association desires to donate blood pressure
12 cuffs to the FCLS for the benefit of the public; and

13 **WHEREAS**, pursuant to Fulton County Code § 1-1.17, the Fulton County Board of
14 Commissioners has exclusive jurisdiction and control over all property of the County and
15 to exercise such other powers as are indispensable to their jurisdiction over County
16 matters and County finances; and

17 **WHEREAS**, the Board of Commissioners desires to formally recognize and
18 accept this donation which will enrich the FCLS and its patrons; and

19 **WHEREAS**, the American Heart Association and FCLS will work cooperatively to
20 educate patrons about the use of the blood pressure cuffs and the value in regularly
21 monitoring heart health, and desire to enter into a Collaboration Agreement with respect
22 to that work, in the form of Exhibit A; and

23 **WHEREAS**, the Board of Commissioners desires to grant the County Manager
24 authorization to accept donations of the cuffs, which may arrive in separate batches
25 from time to time over the term of the Collaboration Agreement.

26 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of
27 Fulton County hereby accepts the donation of blood pressure cuffs from the American
28 Heart Association.

1 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby
2 authorizes the County Manager to take any action required to facilitate the final
3 acceptance of such donations that may occur from time to time over the term of the
4 Collaboration Agreement.

5 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby
6 authorizes the Chairman to execute a Collaboration Agreement in the form of the
7 document at Exhibit A after review and approval by the County Attorney.

8 **BE IT FINALLY RESOLVED** that this Resolution shall become effective upon its
9 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
10 are hereby repealed to the extent of the conflict.

11 **SO PASSED AND ADOPTED**, this 20th day of March, 2024.



12 **FULTON COUNTY BOARD OF COMMISSIONERS**

13 
14 Robert L. Pitts, Chairman

15 **ATTEST:**

16 
17 Tonya R. Grier, Clerk to the Commission

18 **APPROVED AS TO FORM:**

19 
20 Y. Soo Do, County Attorney

21 [https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Library/FCLS_AHA_Partnership/Donation Acceptance Resolution.](https://fc0365.sharepoint.com/sites/CountyAttorney/CACContracts/Library/FCLS_AHA_Partnership/Donation_Acceptance_Resolution.American_Heart_Association_(DM_edits).docx)
22 American Heart Association (DM edits).docx



COLLABORATION AGREEMENT

Between

American Heart Association, Inc.

&

Fulton County on behalf of the Fulton County Library System

BACKGROUND

The American Heart Association, Inc. ("AHA") and Fulton County Library System share common priorities and interests regarding the health and well-being of all members of the Fulton County community. The American Heart Association and Fulton County, a subdivision of the state of Georgia, through its Fulton County Library System (herein after "Fulton County Library System") are aligned in our focus on eliminating health disparities and improving cardiovascular health through efforts targeting access to healthy blood pressure resources, and high-quality patron education. This collaboration will capitalize on the strengths of each organization to achieve our goals to build health equity.

PURPOSE AND ACTIVITIES

This Collaboration Agreement will outline the anticipated roles, responsibilities, and joint activities between the AHA and Fulton County Library System. The purpose of this relationship is to create meaningful and sustainable improvements to the management of patron blood pressure, and cardiovascular health progress toward the goals and targets set in the AHA campaigns. We seek to improve the health of our communities by sharing information about programs, products, and services to:

1. Increase education and outreach in the community on heart disease, hypertension, and stroke;
2. Increase patient understanding and practice of self-measured blood pressure;
3. Facilitate community-clinical linkages to ensure those with (potential) hypertension are referred to community clinical options for follow-up care as needed; and
4. Spread key campaign messages regarding hypertension awareness and prevention, healthy lifestyles, and recognition of cardiovascular warning signs.

The AHA will carry out activities such as the following to achieve these goals:

- The AHA will assign a lead staff, Shana Scott, to function as the main point of contact between the AHA and Fulton County Library System.

The AHA will donate digital blood pressure cuffs to Fulton County Library System at no cost and will provide standardized education materials for patients who are most impacted by hypertension and experience the greatest barriers to healthcare resources. Fulton County Library System will coordinate a blood pressure cuff access point in each library and a loaner program and will take possession and ownership of the cuffs donated, which AHA will not seek to have returned in the event of the expiration or termination of this agreement.

The cuffs are being provided by AHA to the Fulton County Library System in an "as is" condition with all faults, and AHA makes no warranties or guarantees of any kind related to the cuffs. The Fulton County Library System acknowledges and agrees to the terms and conditions of the release attached hereto as Attachment A.



**American
Heart
Association.**

- The AHA will provide educational materials on accurate blood pressure management.
- The AHA will provide training resources to orient The Fulton County Library System staff to the initiative, blood pressure education, and resources.

The Fulton County Library System will carry out activities such as the following to achieve these goals:

- The Fulton County Library System, in collaboration with AHA, will establish a blood pressure screening hub and/or implement a blood pressure kit loaner program which provides patrons with automated blood pressure cuffs to be used in their home for a period of 14- 28 days, and a patron information packet with resources on how to self-monitor blood pressure and how to achieve a healthy blood pressure level. This will include guidance and resources to help foster connections/referrals to local health care organizations for participants when needed.
- The Fulton County Library System will identify at least one person to serve as the AHA primary contact.
- The Fulton County Library System will distribute blood pressure cuffs and educational materials provided by AHA to share with patrons. The Fulton County Library System will display blood pressure posters and other materials.
- The Fulton County Library System commits to providing timely and accurate updates of the program via occasional conversations or exchanges with Mike Turner at AHA.
- The Fulton County Library System will share related AHA materials with patrons at appropriate library events.

EVALUATION OF RELATIONSHIP

The AHA and Fulton County Library System will jointly evaluate the effectiveness of this relationship on a regular basis based on mutually agreed upon criteria to establish our future direction and continued collaboration.

COMMUNICATIONS

Any materials or messaging, including media announcements and press releases, created by AHA that refer to the Fulton County Library System or its programs or materials, must receive prior written approval by the Fulton County Library System. Neither party may display the trademarks or logos of the other, or copy or distribute copyrighted works of the other, without specific prior written approval to do so. Each party reserves the right to update or change any of its trademarks or logos after giving ninety (90) calendar days' notice to the other.



American
Heart
Association.

OWNERSHIP OF MATERIALS

Each party acknowledges and agrees that the Fulton County Library System owns the copyright in all copyrightable works it provides or creates prior to this Collaboration.

TRADEMARKS

Fulton County Library System acknowledges the AHA's ownership of the American Heart Association name and heart-and-torch logo (hereinafter referred to jointly as the "AHA Servicemarks"). This agreement shall not be construed to grant Fulton County Library System any license to use the AHA Servicemarks.

FUNDING

Nothing in this agreement shall be deemed to be a commitment or obligation of AHA and Fulton County Library System funds.

TERM

This agreement may be modified by mutual consent of authorized officials from the AHA and Fulton County Library System. This agreement shall become effective upon signature by authorized officials from the AHA and Fulton County Library System and will remain in effect for a period of 3 years or until modified or terminated by either party by mutual consent or for the convenience of the parties upon 60- days prior written notice. Either party may terminate this agreement immediately for cause, and AHA may immediately terminate the agreement if, in its reasonable discretion, AHA believes that the continuation of this agreement would violate any underlying third-party funding agreement.

IMMUNITY; INSURANCE

To the fullest extent permitted by law, each party shall remain responsible for its own negligent or intentional acts, errors or omissions, or any failure to perform any obligation undertaken by itself, or its respective agents, employees or contractors arising out of the performance under this agreement.

By execution and performance of the Collaboration Agreement, Fulton County Library System does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of Fulton County and the Fulton County Library System, their officers, directors, servants, employees, agents, successors or assigns.



American
Heart
Association.

Each party shall procure and maintain or self-fund, during the period of this agreement, insurance coverage sufficient to satisfy the liabilities specifically assumed by the party pursuant to this agreement.

GOVERNING LAW

The law of Georgia will apply to this Agreement.

Shana Scott, Vice President Community Impact

03/12/2023

FULTON COUNTY, GEORGIA

By:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission



APPROVED AS TO FORM

Office of the Fulton County Attorney

If shipping equipment: Please confirm the exact address for shipping the blood pressure monitors:

Entity Name: Fulton County Library System

Attn: Teryn Gilliam, MLS, Ed.S. CPM®
Branch Group Administrator
Adult and Volunteer Services Coordinator
Fulton County Library System- Central Library
1 Margaret Mitchell Square
Atlanta, GA 30303

American Heart Association, 10 Glenlake Parkway, Suite 400 | Atlanta,

ITEM # 24-0179 RCS 3 20 24
RECESS MEETING

Attachment A

Equipment Release

As part of this blood pressure improvement initiative, the American Heart Association ("AHA") is providing Automated, Home Blood Pressure Monitors and cuffs ("Equipment") to Fulton County through its Fulton County Library System ("Recipient").

Consent to Usage

Recipient acknowledges that it has received the Equipment at no cost for the purpose of conducting health screenings and self-monitoring programs. The program may include, but are not limited to, measuring blood pressure, height, weight, or body mass index.

Disclaimer of Warranty

AHA provides this new Equipment in an "as is" condition with all faults, and makes no warranties or guarantees of any kind, and expressly disclaims any and all warranties of any kind or nature, whether express, implied, or statutory regarding the Equipment, including but not limited to the accuracy, completeness, correctness, timeliness or usefulness of any information, programs, products, services, or other material provided through or derived from use of this Equipment, or of reliability, non-infringement, merchantability or fitness for a particular purpose. AHA makes no representation, warranty or guarantee that use of the Equipment will be uninterrupted, timely, secure, or error free, or free of viruses or other harmful elements, and such warranties are expressly disclaimed.

By accessing or using the Equipment, Recipient agrees to comply with all applicable federal, state, and local laws and/or regulations which may relate to the Equipment, including, but not limited to, any laws related to privacy and/or protection of individual's protected health information.

Provision of Equipment Does Not Amount to Recommendation or Endorsement of Product

AHA's provision of Equipment to Recipient is not intended as a recommendation or endorsement by AHA of the Equipment, the manufacturer, or any related products. AHA shall not be liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any of the Equipment's products or services.

Medical Disclaimer

Recipient acknowledges that AHA's provision of Equipment is to produce general information only. Use of the Equipment is not intended to result in, or to be construed, as medical advice, diagnosis, and treatment by healthcare provider, and/or patients or other individuals, and is not a substitute for consultations with qualified health professionals who are familiar with any patient's individual medical needs.

The health screening measurements, tests, explanations, etc. do not establish a physician-patient relationship. Recipient will ensure its participants understand that any concerns about their health should be immediately addressed by a healthcare provider, and that it is the participant's responsibility, and not that of the AHA, Recipient, or other organizations associated with this health screen, to schedule a visit with a healthcare provider in order to confirm the results of the health screen and to obtain advice and treatment from a healthcare provider.

Limitation of Liability

Recipient agrees not to sue, and to forever and completely release and hold harmless AHA, its affiliates, and its and their officers, directors, employees, contractors, volunteers, sponsors and agents from all claims arising out of or related to access or use of provided Equipment for this program. In no event will AHA or its affiliates, and its and their officers, directors, employees, contractors, volunteers, sponsors and agents be liable to

Recipient, anyone claiming by, through or under Recipient, or anyone else for (i) any decision or action taken, or not taken, in reliance upon the information contained or provided through the Equipment, (ii) claims arising out of or related to the Equipment, (iii) Recipient's use of Equipment, or (iv) for any incidental, indirect, special, consequential or punitive damages, including but not limited to, possible health side effects, loss of revenues, damages, claims, demands or actions. The foregoing release and limitation of liability shall be as broad and inclusive as is permitted by the state in which you operate.

Personal Information

Recipient understands that AHA does not retain screening results or any other information provided by the participants in this program or generated from Recipient's use of the Equipment.

The foregoing release shall be as broad and inclusive as is permitted by the State or Province in which the Recipient is located. If any portion of it is held invalid, the remainder shall continue in full force and effect.
