



Robert P. Astorino  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

### 32606

DATE: February 27, 2013

TO: Board of Acquisition and Contract

FROM: Kevin McGuire  
Commissioner of Social Services

RE: Resolution authorizing the County to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) whereby WCHCC, through a third party ambulance service, will provide ambulance services for facilities that are currently or in the future may be funded and managed by the Department of Social Services and located on the Valhalla campus for the term January 1, 2012 through December 31, 2014 in a total amount not to exceed Three Hundred Forty-Eight Thousand (\$348,000.00) Dollars.

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As you are aware Section 3307(4) of the New York Public Authorities Law requires the approval of the Board of Legislators and Board of Acquisition and Contract for agreements between the County and the WCHCC. On February 25, 2013, the Westchester County Board of Legislators adopted Act No. 2013- 32 authorizing the County to enter into an agreement with WCHCC whereby WCHCC, through a third party ambulance service, will provide ambulance services as required for facilities which are currently or may in the future be funded and managed by the Department of Social Services (“DSS”) and located on the Valhalla campus. The agreement will have a term commencing January 1, 2012 and terminating December 31, 2014. The County will pay WCHCC based upon the County’s proportionate share of WCHCC’s total *unscheduled on-campus* call volume for the preceding twelve (12) months, which amount shall be calculated and paid on a retrospective basis, but in no event will the total amount payable to WCHCC exceed One Hundred Sixteen Thousand Dollars (\$116,000) per year, for a total amount payable during the term not to exceed Three Hundred Forty Eight Thousand (\$348,000) Dollars. It should be noted that these costs are 100% Medicaid reimbursable.

The facilities to be served under the proposed Agreement will include, but are not limited to, the VOA Grasslands Homeless Shelter, the VOA Valhalla Residence, the Children's Village Sanctuary Shelter, and the former Greenburgh WestHELP Facility.

Your Board is advised that the emergency ambulance coverage that is presently in place was initiated in 1992 as a result of local volunteer ambulance services refusing to be impacted by shelters in their communities. The County therefore established an emergency ambulance service on the Valhalla campus. It should be noted that the proposed contract with WCHCC is significantly less expensive when compared to what other providers would charge the County and therefore is more cost effective. DSS has determined that much of the cost savings is attributable to WCHCC and the County sharing overhead costs, including downtime and standby time. In addition, DSS has determined that a stand-alone County service would be more costly and may potentially impact local volunteer Emergency Medical Services, as a back-up system would have to be in place. In light of the above, DSS believes that a continued relationship with WCHCC for these services is therefore in the County's best interest.

This agreement promotes the public health, safety and general welfare by providing services that will benefit County residents. This contract serves the public purpose of promoting the public health of Westchester County residents by providing ambulance service as required for facilities operated by the Department.

The goals and objectives of this program are to provide the residents of Westchester County with emergency ambulance service on the Valhalla campus. This program's value and importance are in the best interest of the County in terms of ensuring public health. Such goals and objectives will be tracked and monitored by the Department.

A Resolution for your consideration is annexed hereto. I recommend your favorable consideration of the annexed proposed Resolution.

KM/JPG/lb  
Attachment

## R E S O L U T I O N

Upon communication from the Commissioner of Social Services, be it hereby

**RESOLVED**, that the County is authorized to enter into an agreement with Westchester County Health Care Corporation (“WCHCC”) whereby WCHCC through a third party ambulance service, shall provide ambulance services as required for facilities that are currently or in the future may be funded and managed by the Department of Social Services and located on the Valhalla campus, including but not limited to, the VOA Grasslands Homeless Shelter, the VOA Valhalla Residence, the Children’s Village Sanctuary Shelter, and the former Greenburgh WestHELP Facility, for a term commencing January 1, 2012 and terminating December 31, 2014; and be it further

**RESOLVED**, that in consideration for services rendered, the County shall pay WCHCC based upon the County’s proportionate share of WCHCC’s total *unscheduled on-campus* call volume for the preceding twelve (12) months, which amount shall be calculated and paid on a retrospective basis, but in no event will the total amount payable to WCHCC exceed One Hundred Sixteen Thousand Dollars (\$116,000) per year, for a total amount payable during the term not to exceed Three Hundred Forty Eight Thousand (\$348,000) Dollars; 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 WCHCC, then WCHCC shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

**RESOLVED**, that the County Executive or his authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/credited	Fund	Agency	Capital Project Or Org	Object/ Sub Object	Trust Account	Activity	Dollars
2012	101	22	8900	5720	-----	-----	\$116,000
2013	101	22	8900	5720	-----	-----	\$116,000
2014	101	22	8900	5720	-----	-----	\$116,000

Budget Funding Year(s): 2012-2014  
(must match resolution)

Start Date: 1/1/12 End Date: 12/31/14

Funding Source

Tax Dollars: 0%

State Aid: 50%

\$348,000  
(must match resolution)

Federal Aid: 50%

Other: