

52000

DATE: May 9, 2016

TO: Honorable Members of the Board of Acquisition and Contract

FROM: Mae Carpenter, Commissioner
Department of Senior Programs and Services

RE: Request for authority for the County of Westchester to:

- a) amend its agreement with DOROT, Inc. for the provision of In-Home Contact/Support services under Title III-B of the Older Americans Act to persons 60 years or older residing in Westchester County, in order to exercise the third of the County's five renewal options, and thereby extend the term of the agreement for an additional year for the period commencing on January 1, 2016 and continuing through December 31, 2016 for an amount not-to-exceed \$48,516 in Federal funds, (the "Third Amendment"); and
- b) further amend the agreement with DOROT, Inc. to incorporate into the Third Amendment and all option renewals thereafter certain "Standard Assurances" as mandated by the New York State Office for the Aging ("NYSOFA"), including but not limited to, certain contract provisions applicable to the Program; to replace the existing list of federal and state statutes, regulations and policies and to update certifications concerning public (Federal, State, or Local) transactions in the initial Agreement with a revised list in the Third Amendment.

By resolution approved on August 1, 2013, your Honorable Board authorized the County of Westchester (the "County"), acting by and through its Department of Senior Programs & Services (the "Department") to enter into an agreement with DOROT, Inc. ("DOROT"), also (the "Contractor") pursuant to which DOROT was to provide In-Home Contact/Support services under Title III-B of the Older Americans Act to persons 60 years or older, residing in Westchester ("the Program") for a total aggregate amount not-to-exceed \$59,897, comprised of \$53,907 in Federal funds to be paid at the agreed unit-cost amount, and \$5,990 in Contractor matching funds, for the program period January 1, 2013 through December 31, 2013, with the County having the sole option to renew the agreement for up to five (5) additional one-year periods, on the same terms and conditions as the initial term, subject to the availability of funds, acceptable past performance and the prior approval of your Honorable Board (the "Agreement"). The Agreement was subsequently executed.

Additionally, by resolution approved on May 1, 2014, your Honorable Board authorized the County to amend its Agreement with the Contractor to provide the aforementioned Program services, in order to exercise the first of the County's five (5) options to renew the Agreement for the Program period commencing January 1, 2014 and continuing through December 31, 2014, for a total aggregate amount not-to-exceed \$53,908, comprised of \$48,516 in Federal funds to be paid at the approved unit-cost amount, and \$5,392 in Contractor matching funds (the "First Amendment"). The First Amendment was subsequently executed.

By resolution approved on March 5, 2015, your Honorable Board authorized the County to amend its Agreement with the Contractor to provide the aforementioned Program services, in order to exercise the second of its five renewal options for the program period commencing on January 1, 2015 and continuing through December 31, 2015, for an amount not-to-exceed \$48,516 in Federal funds to be paid at the approved unit-cost amount, with the Contractor required to contribute an amount not-to-exceed \$5,392 in Contractor matching funds (the "Second Amendment"). The Second Amendment was subsequently executed.

The County now seeks authority to amend its Agreement with the Contractor in order to exercise the third of its five renewal options thereunder for a term commencing on January 1, 2016 and continuing through December 31, 2016 for an amount not-to-exceed \$48,516 in Federal funds to be paid at the approved unit-cost amount. The Contractor is required to contribute an amount not-to-exceed, and \$5,392 in Contractor matching funds to the Program (the "Third Amendment").

In addition to exercising the third of its five (5) options to renew the Agreement with the Contractor, the County also respectfully requests authority to further amend the Agreement to incorporate into the Third Amendment and all the option renewals thereafter certain "Standard Assurances" as mandated by the New York State Office for the Aging ("NYSOFA"), including but not limited to a revised list of federal and state statutes, regulations, policies and contract provisions applicable to the Program and to replace the existing list of federal and state statutes, regulations and policies in the initial Agreement with a revised list in the Third Amendment. It should also be noted that NYSOFA has requested that all Area Agencies on Aging replace SAMS with Peerplace, a new electronic data collection system to be used by Contractors to data enter units of services provided as a condition of payment at such time that the new system goes into effect.

The proposed Agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(a) xix thereof. However, it is subject to the Federal Common Grant Rules that requires a price analysis to be conducted prior to exercising a renewal option. To comply with this mandate the Department performed a price analysis prior to making its recommendation to extend the agreement for the year 2016. Based on the price analysis, the cost per unit for services provided by DOROT is within range of other rates or offered at a comparable rate to the other service providers. The price range for Telephone Reassurance is \$11 - \$23; Friendly Visiting is volunteer based with no reported fees; and University Without Walls averages between volunteer based to - \$34.00. Additionally, the Consolidated Area Agency Reporting System (CAARS) reports average between \$13.33 and \$34.24 for In-Home Contact and Support units. In all, the

contractor has performed well in providing the aforementioned services through prior agreements.

In 2015, DOROT provided 2,314 units of service to 111 clients for Friendly Visiting; 1,012 units of service to 120 clients for Telephone Reassurance; and 490 units of service to 35 clients for University without Walls.

Except as specifically provided hereunder, all remaining terms and conditions of the Agreement shall remain in full force and effect.

Accordingly, approval of the attached resolution is most respectfully recommended.

MC/SJ

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/02/2016 - LISI MARIJAS SECRETARY

RESOLUTION

Upon a communication from the Commissioner of the Westchester County Department of Senior Programs and Services, be it hereby:

RESOLVED, that the County of Westchester (the "County") is hereby authorized to exercise the third of its five options to renew an Agreement (the "Agreement") with DOROT Inc, (the "Contractor"), to provide In-Home Contact/Support services under Title III-B of the Older Americans Act to persons 60 years or older, residing in Westchester County (the "Program"), for an amount not to exceed \$48,516 in Federal funds, payable at the agreed upon unit-cost, for a term commencing on January 1, 2016 and continuing through December 31, 2016, with the Contractor required to contribute \$5,392 in Contractor matching funds to the Program (the "Third Amendment"); and be it further

RESOLVED, that the Third Amendment and each renewal option that may be approved hereafter by this Honorable Board shall be amended to incorporate certain "Standard Assurances" as mandated by the New York State Office for the Aging ("NYSOFA"), including but not limited to a revised list of federal and state statutes, regulations, policies and contract provisions applicable to the Program and to replace the existing list of federal and state statutes, regulations and policies in the initial Agreement with a revised list in the Third Amendment. NYSOFA has requested that all Area Agencies on Aging replace SAMS with Peerplace, a new electronic data collection system to be used by Contractors to data enter units of services provided as a condition of payment at such time as the new system goes into effect; and be it further

RESOLVED, that except as specifically amended hereby, all remaining terms and conditions of the Agreement shall remain the same; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby authorized to execute all instruments and take all actions reasonably necessary to implement this Resolution.

Original Agreement: \$53,907.00
 First Amendment: \$48,516.00
 This Second Amendment: \$48,516.00
 Total: \$150,939.00

Account to be
 Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
Charged	263	85	686R	4380	T686	\$48,516.00

Budget Funding Year(s) 2016 Start Date 1/1/16 End Date 12/31/16
 (must match resolution)

Funding Source
\$ 48,516.00
 (must match resolution)

Tax Dollars _____
 State Aid _____
 Federal Aid \$48,516.00
 Other _____

APPROVED BOARD OF ACQUISITIONS CONTRACT - 000012016 - LISA MRIJAJ, SECRETARY