



George Latimer
County Executive

Department of Social Services

Kevin M. McGuire
Commissioner

ONBASE ID# 81331

DATE: December 9, 2020

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 December 1, 2020 through November 30, 2025 in a total aggregate amount not to exceed of One Million (\$1,000,000.00) Dollars.

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 December 8, 2020, the Westchester County Board of Legislators adopted Act No. 2020- 13103 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”). The Agreement will have a term commencing December 1, 2020 and terminating on November 30, 2025. In consideration for services rendered, the County will pay WCHCC an amount not-to-exceed Two Hundred Thousand (\$200,000) Dollars per year, payable in equal monthly installments of Sixteen Thousand Six Hundred and Sixty-Six and 67/100 Dollars (\$16,666.67). In no event will the total aggregate amount payable during the term of the Agreement exceed the sum of One Million Dollars (\$1,000,000.00).

The facilities to be served under the proposed Agreement currently include the VOA Grasslands Homeless Shelter (25 Operations Drive), the VOA Valhalla Residence (65 Hammond House Road), the Children’s Village Sanctuary Shelter (35 Hammond House Road), Woodfield Cottage (20 Hammond House Road), and the TLP Training Center (55 Hammond House Road).

Your Board is advised 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.

Pursuant to the terms of the proposed Agreement, each party will agree to defend, indemnify and hold harmless the other party, its respective officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the other party or third parties under the direction or control of the other party.

The proposed agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(a) (viii) thereof which exempts contracts for medical or health-related services.

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/BG/jpg
Attachment

RESOLUTION

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

RESOLVED, that the County of Westchester (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 (25 Operations Drive), the VOA Valhalla Residence (65 Hammond House Road), the Children's Village Sanctuary Shelter (35 Hammond House Road), Woodfield Cottage (20 Hammond House Road), and the TLP Training Center (55 Hammond House Road), for a term commencing December 1, 2020 and terminating on November 30, 2025; and be it further

RESOLVED, that in consideration for services rendered, the County shall pay WCHCC an amount not-to-exceed Two Hundred Thousand (\$200,000) Dollars per year, payable in equal monthly installments of Sixteen Thousand Six Hundred and Sixty-Six and 67/100 Dollars (\$16,666.67). In no event will the total aggregate amount payable during the term of the Agreement exceed the sum of One Million Dollars (\$1,000,000.00); and be it further

RESOLVED, that pursuant to the terms of the proposed Agreement, each party will agree to defend, indemnify and hold harmless the other party, its respective officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the other party or third parties under the direction or control of the other party.

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
2020	101	22	8900	5650	-----	-----	\$ 16,666.67
2021	101	22	8900	5650	-----	-----	\$200,000.00
2022	101	22	8900	5650	-----	-----	\$200,000.00
2023	101	22	8900	5650	-----	-----	\$200,000.00
2024	101	22	8900	5650	-----	-----	\$200,000.00
2025	101	22	8900	5650	-----	-----	\$183,333.33

Budget Funding Year(s): 2020-2025
(must match resolution)

Start Date: 12/1/2020 End Date: 11/30/2025

Funding Source

Tax Dollars: 0%

State Aid: 50%

Federal Aid: 50%

Other:

\$1,000,000

(must match resolution)

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/17/2020 - JOAN BOGDANSKI, SECRETARY