

**87310**

**DATE:** August 31, 2021

**TO:** Board of Acquisition and Contract

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

**RE:** Authorization to amend an agreement with Empress Ambulance Service, LLC to provide qualified and trained EMTs, Paramedics, Community Paramedics and other qualified health care professionals to administer COVID vaccinations at various POD/Clinic sites in the County for the term commencing on February 19, 2021 and terminating on February 18, 2022, for an amount not-to-exceed \$1,000,000 to increase the scope of work to provide for COVID-19 screening testing services in public and private schools for students, teachers and staff in grades kindergarten through grades 12 (“Additional Services”), to be paid at the reimbursement rates as specified in Schedule “A”, commencing retroactively on September 1, 2021 and terminating on December 31, 2021 (the “Initial ELC Program Term”) unless sooner terminated, with the County, in its sole discretion, having the option to renew the Agreement, as amended, for the Additional Services only for an additional 7 month period from January 1, 2022 to July 31, 2022 on the same terms, conditions and price as the Initial ELC Program Term, subject to the availability of funds, acceptable past performance, the County’s determination that an extension is in its best interest, and subject to the prior approval of the Westchester County Board of Acquisition & Contract.

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On February 25, 2021, the County of Westchester, acting by and through its Department of Health (“WCDH”), entered into a “short form” agreement with Empress Ambulance Service, LLC (“Contractor”) to provide qualified and trained EMTs, Paramedics, Community Paramedics and other qualified healthcare professionals to administer COVID vaccinations at various POD/Clinic sites in the County and/or to administer the vaccines at partner agencies or locations including mobile vaccine services (“Work”), for the period from February 19, 2021 through February 18, 2022, in the amount not-to exceed \$35,000 payable at the reimbursement rates as specified in Schedule “A” (the “Initial Agreement”).

On April 9, 2021, the County and Contractor entered into amendment to the Initial Agreement to increase the not-to-exceed amount by \$965,000 for a new total not-to-exceed amount of \$1,000,000 for the provision of additional Work, to be paid at the reimbursement rates as specified in Schedule "A" (the "First Amendment").

The Initial Agreement and First Amendment are collectively referred to herein as the "Agreement".

Pursuant to a resolution approved by your Honorable Board on July 1, 2021, the County entered into an agreement with the Health Research, Inc., dated August 2, 2021 pursuant to which the County was awarded a grant to fund the ELC Reopening Schools: Support for Screening Testing to Reopen & Keep Schools Operating Safely Grant program for the period from July 1, 2021 through July 31, 2022 in the amount not-to exceed \$15,800,820 (the "ELC Program").

Authorization is now sought to amend the Agreement to increase the scope of work to provide for the performance of COVID-19 screening testing services of students, teachers and staff in public and private schools in grades kindergarten through grades 12 (K-12) as part of the County's ELC Program (the "Additional Services") to be paid at the reimbursement rates as specified in Schedule "A" ("Second Amendment").

The term of the Second Amendment for the Additional Services only shall commence retroactively on September 1, 2021 and terminate on December 31, 2021 (the "Initial ELC Program Term") unless sooner terminated, with the County, in its sole discretion, having the option to renew the Agreement, as amended, for the Additional Services for an additional 7 month period from January 1, 2022 to July 31, 2022 on the same terms, conditions and price as the Initial ELC Program Term, subject to the availability of funds, acceptable past performance, the County's determination that an extension is in its best interest, and subject to the prior approval of the Westchester County Board of Acquisition & Contract.

This Second Amendment will promote the public health, safety and general welfare of County residents by ensuring a safe environment for students, teachers and staff as they re-enter the classroom when schools re-open.

The goal and objective is to minimize the spread of COVID-19 in schools and maximize in-person learning days, which is important for the health, development and well-being of children. Screening testing is an important part of a multi-layered approach to keep schools open and operating safely as it allows for the early detection and isolation of pre-symptomatic and asymptomatic individuals, therefore minimizing the spread of COVID-19.

The goal and objective will be tracked and monitored by WCDH by requiring the following from the Contractor:

- Daily sign-in and sign-out sheets for each team (template to be provided) to be submitted within 24 hours of event
- Daily summary report from each team (template to be provided) to be submitted within 24 hours of event

Except as expressly amended herein, all other terms and conditions of the Agreement will remain unchanged.

The Second Amendment is exempt from the Westchester County Procurement Policy (the "Policy") pursuant to Section 3(a) viii thereof, which exempts contracts for medical and health related services.

In addition, Section 13 of the Westchester County Procurement Policy specifies that each procurement that is funded, in whole or in part, by federal funds shall be made in accordance with any and all applicable federal laws, regulations, rules, guidance, instructions, or grant terms. The procurement that is the subject of the proposed Second Amendment complies with 2 C.F.R. 200.320(f)(2), which allows for non-competitive procurement when "[t]he public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation." In the instant case, a public exigency and emergency exists for the Second Amendment because the County's ELC Program must be implemented before the schools open for in person instruction in the Fall, which cannot be delayed by having to publicize and issue a formal RFP.

Accordingly, the attached resolution is submitted for your consideration.

SA/RAN  
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/19/2022 - FRANK J. SCULKY, SECRETARY

## RESOLUTION

Upon a communication from the Commissioner of Health, be it hereby

**RESOLVED**, that the County of Westchester (the “County”), acting by and through the Westchester County Department of Health, is authorized to amend an agreement with Empress Ambulance Service, LLC, dated February 25, 2021, as amended by the first amendment to the agreement, dated April 9, 2021, (collectively, the Agreement) to provide qualified and trained EMTs, Paramedics, Community Paramedics and other health care professionals to administer COVID vaccinations at various POD/Clinic sites in the County, for the term February 19, 2021 through February 18, 2022, for the amount not-to-exceed \$1,000,000, to increase the scope of work to provide for COVID-19 screening testing services of students, teachers and staff in public and private schools in grades kindergarten through grades 12 (K-12) as part of the County’s ELC Program (the “Additional Services”), to be paid at the reimbursement rates as specified in Schedule “A” (the “Second Amendment”); and, be it further

**RESOLVED**, that the term of the Second Amendment for the Additional Services shall commence retroactively on September 1, 2021 and terminate on December 31, 2021 (the “Initial ELC Program Term”) unless sooner terminated as provided for therein, with the County, having the option, in its sole discretion, to renew the Agreement for the Additional Services only for an additional 7 month period from January 1, 2022 to July 31, 2022 on the same terms, conditions and price as the Initial ELC Program Term, subject to the availability of funds, acceptable past performance, the County’s determination that an extension is in its best interest, and subject to the prior approval of the Westchester County Board of Acquisition & Contract; and, be it further

**RESOLVED**, that all other terms and conditions of the Agreement will remain unchanged; and, be it further

**RESOLVED**, that this Second Amendment is subject to County Appropriations; and be it further

**RESOLVED**, that this Second Amendment 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 the Second Amendment. 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 the Second Amendment or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate the Second Amendment upon reasonable prior written notice; 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.

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Account to be  
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
N/A					

Budget Funding Year(s) \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_

(must match resolution)

Funding Source

Tax Dollars \_\_\_\_\_

State Aid \_\_\_\_\_

\$ \_\_\_\_\_  
(must match resolution)

Federal Aid \_\_\_\_\_

Other \_\_\_\_\_

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/02/2021 - RAYMOND SCULKY, SECRETARY