

87882

DATE: September 30, 2021

TO: Board of Acquisition and Contract

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

RE: Authorization to amend the agreement with The Execu Search Group, LLC to perform COVID-19 screening testing services in public and private schools for students, teachers and staff in grades kindergarten through grade 12 as part of the County's ELC Reopening Schools Program for an amount not to exceed \$1,000,000 at the rates specified in Schedule "A" of the agreement commencing retroactively on September 1, 2021 and terminating on December, 31, 2021 (the "Agreement"), in order to authorize the County to (i) reimburse the Contractor the cost it incurs to have its employees or staff persons performing work under the Agreement fingerprinted as required by the New York State Department of Education ("NYSED") at the rate not to exceed \$102.00 per employee/staff person or the actual rate in effect by the NYSED for the fingerprinting, for a total budgeted amount of \$10,000, and (ii) increase the not to exceed amount for the agreement from \$1,000,000 to \$1,010,000.

By a resolution approved on September 16, 2021, your Honorable Board authorized the County of Westchester (the "County"), acting by and through its Department of Health (the "WCDH"), to enter into an agreement with the Execu Search Group, LLC (the "Contractor") to perform COVID-19 screening testing services in public and private schools for students, teachers and staff in grades kindergarten through grade 12 as part of the County's ELC Reopening Schools Program for an amount not to exceed \$1,000,000 at the rates specified in Schedule "A" of the agreement commencing retroactively on September 1, 2021 and terminating on December, 31, 2021 (the "Initial Term") unless sooner terminated, with the County, in its sole discretion, having the option to renew the agreement for a term from January 1, 2022 to July 31, 2022 (the "Agreement").

Authorization is now sought to amend the Agreement to authorize the County to (i) reimburse the Contractor the cost it incurs to have its employees or staff persons performing work under the Agreement fingerprinted as required by the New York State Department of Education (“NYSED”) at the rate not to exceed \$102.00 per employee/staff person or the actual rate in effect by the NYSED for fingerprinting, for a total budgeted amount not to exceed \$10,000, and (ii) increase the not to exceed amount for the Agreement from \$1,000,000 to \$1,010,000 (the “First Amendment”).

The First Amendment shall also authorize the County, in its discretion, to pay the Contractor in advance for the cost of the fingerprinting at the rates set forth in the First Amendment upon such terms as the County deems appropriate. In addition, the Contractor shall be required to utilize such advanced payments to pay for the cost of the fingerprinting as set forth in the First Amendment. Moreover, upon the request of the County, the Contractor shall submit proof to the County that the advanced payments were properly used to pay for the cost of the fingerprinting. If the Contractor fails to submit such proof, the Contractor shall repay such advanced payments to the County, or the County shall have the right to deduct such amount from future payments due and owing the Contractor. The Contractor agrees to refund any overpayment.

The First Amendment shall take effect retroactively starting on September 1, 2021.

Except as set forth in the First Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

Accordingly, the attached resolution is submitted for your consideration.

SA/RAN
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT ADMINISTRATION
10/01/2021
SECRETARY

RESOLUTION

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

RESOLVED, that the County of Westchester (the "County") , acting by and through its Westchester County Department of Health (the "WCDH"), is authorized to amend the agreement with the Execu Search, LLC (the "Contractor") to perform COVID-19 screening testing services for students, teachers and staff in public and private schools in grades kindergarten through grade 12 as part of the ELC Reopening Schools Program, to be paid at the rates specified in Schedule "A" of the agreement, for a not to exceed amount of \$1,000,000 (the "Agreement") to authorize the County to (i) reimburse the Contractor the cost it incurs to have its employees or staff persons performing work under the Agreement fingerprinted as required by the New York State Department of Education ("NYSED") at the rate not to exceed \$102.00 per employee/staff person or the actual rate in effect by the NYSED for fingerprinting, for a total budgeted amount of \$10,000, and (ii) increase the not to exceed amount for the Agreement by \$10,000 from \$1,000,000 to a new total not to exceed amount of \$1,010,000 (the "First Amendment"); and, be it further

RESOLVED, that the First Amendment shall also authorize the County, in its discretion, to pay the Contractor in advance for the cost of the fingerprinting at the rates set forth in the First Amendment upon such terms as the County deems appropriate, and the Contractor shall agree to utilize such advanced payments to pay for the cost of the fingerprinting as set forth in the First Amendment with the County having the right to request proof that the advanced payments were properly utilized to pay for the cost of such fingerprinting, and, if the Contractor fails to submit such proof, the Contractor shall repay such advanced payments to the County, or the County shall have the right to deduct such amount from future payments due and owing the Contractor; and be it

RESOLVED, that the First Amendment shall take effect retroactively starting on September 1, 2021; and be it further

RESOLVED, that except as amended by the First Amendment, the terms of the Agreement shall remain unchanged and in full force and effect; 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.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
101	27	0010-5600-HSSN	4998-02		\$10,000

Budget Funding Year(s) 2021____ Start Date 09/01/21____ End Date _12/31/21____

(must match resolution)

Funding Source

Tax Dollars _____

State Aid \$3,600

\$ 10,000

Federal Aid \$6,400

(must match resolution)

Other _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 10/07/2021 - RAMOND SCUKY, SECRETARY