

92311

DATE: April 1, 2022

TO: Board of Acquisition and Contract

FROM: Sherlita Amler, MD
Commissioner of Health

RE: Authorization to further Amend an Agreement with SeniorCare Emergency Medical Services, Inc. to provide standby/wait readiness and assistance with monitoring persons post COVID vaccination at specific COVID vaccination sites in the County, including possible medical treatment and transportation to local hospital(s) if needed for the period from February 10, 2021 through February 9, 2022, in order to increase the amount not-to-exceed by an additional \$200,000 for a total revised amount not-to-exceed of \$550,000 and to extend the term thereof from February 9, 2022 through December 31, 2022 for continued services to be paid at the reimbursement rates as specified in Schedule "A"

On February 12, 2021, the County of Westchester ("County"), acting by and through its Department of Health ("WCDH"), entered into a "short form" agreement with SeniorCare Emergency Medical Services, Inc. ("Contractor") to provide standby/wait readiness and assistance with monitoring persons post COVID vaccination at specific COVID vaccination sites in the County, including possible medical treatment and transportation to local hospital(s) if needed ("Services"), for the period from February 10, 2021 through February 9, 2022, in the amount not-to-exceed \$35,000, payable at the reimbursement rates as specified in Schedule "A" (the "Initial Agreement"). The Initial Agreement was subsequently executed.

On March 4, 2021, your Honorable Board approved a Resolution (the "March 4th, 2021 Resolution") which authorized the County to amend the Initial Agreement with the Contractor in order to increase the amount not-to-exceed thereunder by \$200,000, for a total revised amount not-to-exceed \$235,000, to be paid at the reimbursement rates as specified in Schedule "A", attached to the March 4th, 2021 Resolution (the "First Amendment"). The First Amendment was subsequently executed.

On October 28, 2021, your Honorable Board approved a Resolution (the "October 28th, 2021 Resolution") which authorized the County to further amend the Initial Agreement, as amended by the First Amendment, in order to increase the amount not-to-exceed thereunder by an additional \$115,000, for a total revised amount not-to-exceed of \$350,000, to be paid at the reimbursement rates as specified in Schedule "A", attached to the October 28th, 2021 Resolution (the "Second Amendment"). The Second Amendment was subsequently executed (hereinafter, the Initial Agreement, the First Amendment, and the Second Amendment shall be referred to collectively as the "Agreement").

The County will continue to operate community pop up COVID vaccination clinics, including clinics for children ages 5 -11 and boosters, at various sites in the County for the foreseeable future, and therefore has a continued need for the Contractor to provide standby/wait readiness and assistance with monitoring persons post COVID vaccination at specific COVID vaccination sites in the County, including possible medical treatment and transportation to local hospital(s) if needed.

Accordingly, the WCDH requests authorization to further amend the Agreement in order to increase the amount not-to-exceed thereunder by an additional \$200,000, for a total revised amount not-to-exceed of \$550,000, payable at the reimbursement rates as specified in Schedule "A", annexed to the attached Resolution, and to extend the term of the Agreement from February 9, 2022 through December 31, 2022.

These Services will promote the public health, safety and general welfare of County residents by providing a trained, equipped and certified Emergency Medical Services ("EMS") ambulance to provide standby/wait readiness at community "pop-up" COVID vaccination clinics, to monitor persons post COVID vaccination for any side effects that may require transport to a local hospital. The objective is to promote the public health and safety of persons being vaccinated by having professional EMS staff and an ambulance on-site to ensure the safety of persons after they receive their COVID vaccination.

The Services will be tracked and monitored by WCDH staff on-site at the community "pop-up" COVID vaccination clinics by managing the site logistics and performance of the Contractor providing the Services.

Pursuant to federal purchasing rules, 2 CFR Part 200.300 (2), since this procurement falls under small purchase procedures (> \$10,000 up to \$250,000), the non-federal entity ("WCDH") must comply with these procedures in which "price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the WCDH." The WCDH solicited two quotations from qualified sources it deemed appropriate for the Services being requested of the Contractor. Since one quotation is the same as the current Contractor, and the other quotation being higher, the WCDH believes it has complied with the federal small purchase procedures.

In addition, the proposed amendment to the Agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(a) vii thereof, which exempts contracts for medical and health related services.

All other terms and conditions of the original Agreement as amended will remain unchanged.

Approval of the attached resolution is respectfully requested.

Attachment(s)

APPROVED BOARD OF ACQUISITION & CONTRACTS - JANUARY 2022 - RAYMOND SCILKY, SECRETARY

RESOLUTION

UPON A COMMUNICATION FROM THE COMMISSIONER OF HEALTH, be it hereby

RESOLVED, that the County of Westchester ("County"), acting by and through its Department of Health ("WCDH"), is authorized to further amend an agreement with SeniorCare Emergency Medical Services, Inc. dated February 12, 2021 (the "Agreement"), as amended by the First Amendment to the Agreement dated March 11, 2021, as amended by the Second Amendment to the Agreement dated November 29, 2021, pursuant to which SeniorCare Emergency Medical Services, Inc. agreed to provide standby/wait readiness and assistance with monitoring persons post COVID vaccination at specific COVID vaccination sites in the County, including possible medical treatment and transportation to local hospital(s) if needed ("Services"), for the period from February 10, 2021 through February 9, 2022, in order to increase the amount not-to-exceed thereunder by an additional \$200,000, for a total revised Amount Not-To-Exceed of \$550,000, to be paid at the reimbursement rates as specified in Schedule "A", attached hereto, and to extend the term of the Agreement from February 9, 2022 through December 31, 2022; and, be it further

RESOLVED, that all other terms and conditions of the original Agreement, as amended, will remain unchanged; 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 the Contractor, then the Contractor shall have the right to terminate this Agreement 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.

Department of Health
County of Westchester
10 County Center Road, 2nd Floor
White Plains, New York 10607

Original Agreement \$35,000
First Amendment \$200,000
Second Amendment \$115,000
This Amendment \$200,000
TOTAL \$550,000

Agreement # HLT21122003C

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
		263	27	V021	4380	G021

Budget Funding Year(s) (must match resolution) 2022 Start Date 02/10/22 End Date 12/31/22

Funding Source Tax Dollars _____
State Aid _____
\$200,000 Federal Aid 100% federal pass thru NYS
(must match resolution) Other _____

Schedule "A"

Contract Reimbursement Rates

Standby / Wait Charge: BLS (Two EMTs) \$ 175.00__ per hour, with a minimum
shift of six (6) hours on-site

Standby / Wait Charge: ALS (EMT & EMT-P) \$ 195.00__ per hour, with a minimum
shift of six (6) hours on-site

Other Charges: (if applicable) Port to Port – travel time from and back to home base for a total of one (1) hour time to be reimbursed at either the BLS or ALS standby / wait hourly charge.

APPROVED BOARD OF ACQUISITION & CONTRACT - 04/14/2022 - RAYMOND SCULKY, SECRETARY