

Robert P. Astorino  
County Executive

Department of Social Services

Kevin McGuire  
Commissioner

**22309**

**Date:** October 31, 2011

**To:** The Honorable Board of Acquisition and Contract

**From** Kevin M. McGuire, Commissioner  
Department of Social Services

**Re: Resolution authorizing the County of Westchester to exercise its first option with Laboratory Corporation of America Holdings to provide genetic marker test services and supportive testimony as ordered by the Family Court in disputed paternity proceedings for a total amount not-to-exceed \$27,500, for this one (1) year option period, to be paid on a monthly basis pursuant to an approved budget and subject to appropriation, on a per task basis at the rate of \$31.00 per person tested, which also includes the cost of expert witness testimony for the one year option period of January 1, 2012 through December 31, 2012**

On September 30, 2010, your Honorable Board approved a resolution (the "Resolution") that authorized the County of Westchester (the "County") acting by and through the Department of Social Services (the "Department") to enter into an agreement (the "Agreement") with Laboratory Corporation of America Holdings to provide genetic marker test services and supportive testimony as ordered by the Family Court in disputed paternity proceedings for the term January 1, 2011 through December 31, 2011 for a total amount not-to-exceed \$27,500 to be paid on a monthly basis pursuant to an approved budget and subject to appropriation on a per task basis at the rate of \$32 per person tested, which also includes the cost of expert witness testimony, with the County having the sole option to extend the contract for one additional year period on the same terms and conditions; provided, however, that during the option period for the 2012 calendar year, the per person rate shall be \$31.00 for each person tested.

The County, acting by and through the Department, is now desirous of exercising its first option to renew the Agreement for an additional one-year term at a total amount not-to-exceed \$27,500 to be paid on a monthly basis pursuant to an approved budget and subject to appropriation on a per task basis at the rate of \$31 per person tested, which also includes the cost of expert witness testimony. Accordingly, authority is hereby requested from your Honorable

Board for the County to exercise its option to renew the agreement for an additional one (1) year term.

Under the Family Court Act of the State of New York, the alleged father in a paternity proceeding has the right to request a genetic marker test to determine whether or not he can be excluded as the father of a child. The Office of Child Support Enforcement makes every effort to recoup the cost of these tests. However, if the court finds the alleged father indigent, and the child is then, or is likely to be, in receipt of public assistance, the court may direct the Department to pay for the test.

The proposed agreement would provide for the performance of Deoxyribonucleic Acid ("DNA") tests, which produce probabilities of paternity of 99% or greater. In addition, the agreement requires that Laboratory Corporation be prepared and available to provide expert witness testimony should the need arise.

The services to be provided pursuant to the proposed agreement will **serve a public purpose** by assisting the County of Westchester to ensure the safety and welfare of those children whose paternity is in dispute as the tests conducted pursuant to this agreement would establish the paternity and provide for the child's support once the paternity is established and thus help in promoting the economic security and wellbeing of the family.

**The goals and objectives** of this program are to help IV-D customers (clients involved in paternity proceedings pursuant to the Family Court Act of the State of New York) obtain and retain financial security and achieve self sufficiency, thereby eliminating the need for temporary assistance.

**The goals and objectives as stated above are in the best interests of the County in** terms of fiscal responsibility as they assist in reducing the tax dollars spent on public assistance to the targeted population by making the fathers pay for the support of the children and families. Through the tests conducted pursuant to this program, the paternity is established and the alleged father is ordered by Court to pay for the child's support, thus shifting the responsibility of providing assistance to these families and children from County government to private individuals.

**The goals and objectives of this contract will be tracked and monitored** by the Department using the established DSS Performance Measurement Indicators as well as the Child Support Management System measurement indicators established by the State and GenLink Internet Access.

**The Department is able to report that** more than 143 families were served through this program during the current contract year by providing them with genetic marker test results admissible in Family Court. In 2011, the vendor, Laboratory Corporation of America was 100% successful in providing genetic marker test results. 143 families were tested and paternity was established for 121 of them. In the other 22 cases, the respondent was excluded as the father.

This agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3 (a) viii which exempts procurements for contracts for medical or health related services. Nevertheless, prior to the adoption of the original Resolution, the Department requested written price quotes from 5 approved genetic testing laboratories approved by the New York State Office of Disability and Temporary Assistance. Smaller laboratories indicated that they were unable to meet our volume demand, or unable to set up collection stations in our courts. Laboratory Corporation, the current provider of such services to the Department,

submitted the second only price quote, at a rate of \$31.00 per person tested for this option year. In addition to its competitive price, Laboratory Corporation was selected due to its proven ability under the present agreement to provide services that are flexible and reliable at the Department's three (3) Family Court sites. They also have provided software and technical support to obtain testing results on line at no additional cost to the County.

Except as specifically amended hereby, all other terms and conditions of the agreement shall remain the same.

Accordingly, the County of Westchester is hereby requesting permission to exercise its sole option to renew the agreement with Laboratory Corporation of America Holdings for the aforesaid purpose, for the one year option period.

A resolution requesting the same is attached for your Honorable Board's approval.

GEM/jpi  
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/01/2011  
NOMAR WEIRA, SECRETARY

## RESOLUTION

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

**RESOLVED**, that the County of Westchester (the "County") is hereby authorized to exercise its first option to renew an agreement (the "Agreement") with Laboratory Corporation of America Holdings to provide genetic marker test services and supportive testimony for the one year option period of January 1, 2012 through December 31, 2012 for an amount not to exceed \$27,500 to be paid monthly pursuant to an approved budget on a per task basis at the rate of \$31 per person tested, which also includes the cost of expert witness testimony; and be it further

**RESOLVED**, that this Contract is subject to County Appropriation; 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 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 either to 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 all remaining material terms and conditions of the Agreement shall remain the same; and it is further

**RESOLVED**, that the County Executive, or his duly authorized designee, is hereby authorized to execute such documents and take such actions as may be necessary and appropriate to effectuate the purposes hereof.

Account to be  
Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2012	101	22	8000	4420	-----	\$27,500

Budget Funding Year(s): 2012  
(must match resolution)

Start Date: 01/01/12

End Date: 12/31/12

Funding Source

\$27,500  
(must match resolution)

Tax Dollars: 20%  
State Aid: 19%  
Federal Aid: 61%  
Other:

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