

81277

DATE: December 7, 2020

TO: Board of Acquisition and Contract

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

RE: Authorization to enter into an agreement with Bio-Reference Laboratories, Inc. for the provision of laboratory processing of specimens collected from individuals by the Westchester County Department of Health to test them for COVID-19, for a period of one year commencing upon execution for an amount not to exceed \$750,000.00 at the rate of \$75.00 per test, with the County having the sole option to renew the agreement for up to one additional year at the same rate.

The County of Westchester (the "County"), acting by and through its Department of Health (the "Department"), seeks authorization to enter into an agreement (the "Agreement") with Bio-Reference Laboratories, Inc. ("Bio-Reference") for the provision of COVID-19 testing of specimens collected from individuals by the Westchester County Department of Health, for a period of one year commencing upon execution of the Agreement, for an amount not to exceed \$750,000.00 at the rate of \$75.00 per test, with the County having the sole option to renew the Agreement for up to one additional year.

Bio-Reference provides, among many other things, testing and related services to physicians, clinics, hospitals, long-term care facilities, employers, government units, correctional institutions. Pursuant to the proposed Agreement, the Department will collect swabs from individuals seeking to be tested for COVID-19 and will deliver the specimens to Bio-Reference to be tested. BioReference will transmit the results to the Department and be available for consultation.

This Agreement will promote the public health and general welfare of the County by helping to identify those infected with COVID-19 in order to minimize exposure to others and control its spread.

The goals and objectives of the Agreement are to administer COVID-19 testing and identify and provide information to exposed and infected patients in order to address this critical public health issue.

The goals and objectives will be tracked and monitored by the Department.

This Agreement is exempt from the Westchester County Procurement Policy pursuant to Section 3(a) (viii) thereof as it is an agreement for medical or health-related services and more specifically medical and laboratory technicians.

Approval of the attached resolution is respectfully requested.

SA/dc/jrc

Attachment

RESOLUTION

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

RESOLVED, that the County of Westchester, acting by and through its Department of Health, ("WCDH"), is hereby authorized to enter into an agreement (the "Agreement") with Bio-Reference Laboratories, Inc. ("Bio-Reference") for the provision of COVID-19 testing of specimens collected from individuals by the Westchester County Department of Health, for a period of one year commencing upon execution of the Agreement, for an amount not to exceed \$750,000.00 at the rate of \$75.00 per test, with the County having the sole option to renew the Agreement for up to one additional year; and, be it further

RESOLVED, that this Agreement is subject to 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.

Original Agreement	\$	
First Amendment	\$	
This Amendment	\$	
TOTAL	\$	

Agreement #

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
	101	27	0010-HSSS	5600-4380		\$750,000
Budget Funding Year(s) (must match resolution)		2021	Start Date	Upon execution	End Date	To a Period One (1) Year thereafter
Funding Source		Tax Dollars	\$480,000			
		State Aid	\$270,000			
\$750,000		Federal Aid				
(must match resolution)		Other				