



OnBase: 110131

Date: December 16, 2024

To: Board of Acquisition & Contract

From: Belinda S. Miles
President

Re: Authority for the County of Westchester, acting by and through Westchester Community College, to enter into an agreement with DSI Medical Services, Inc. for the provision of drug testing and background checks for the College's Workforce Development & Community Education healthcare students for the period commencing on or about November 1, 2024 through October 31, 2027.

Westchester Community College (the "College"), through its Workforce Development & Community Education department offers a number of programs in the healthcare field. The students must undergo certain drug testing and background tests in order to participate in these programs.

Authority is requested from your Honorable Board to authorize the County of Westchester, acting by and through the College, to enter into an agreement with DSI Medical Services, Inc. ("DSI") for the provision of drug testing and background checks for the healthcare students enrolled in the College's Workforce Development & Community Education department "WDCE"). The agreement shall commence on or about November 1, 2024 and shall terminate on October 31, 2027. The College shall pay DSI an amount not to exceed \$56,250.00, based on a fee schedule for the services provided.

On or about June 10, 2024, the College went out for bid for the provision of drug testing and background checks for the College's WDCE's healthcare students. Bids were due July 18, 2024 and the College received six bids. DSI Medical Services, Inc. ("DSI") was the low bidder.

In accordance with the terms of the agreement, DSI will indemnify and defend the County from its negligent acts, however the College shall agree in a form similar to the following: to indemnify and hold DSI harmless from any claims, liability or losses asserting that the use of any consumer report was improper in any way, violated the Fair Credit Reporting Act or otherwise, if, and only if, the College or anyone it provides the report to uses the consumer reports for any reason other than as represented by the College to DSI. Such indemnification includes all costs, expenses and reasonable attorney fees incurred by DSI.

The public purpose of this agreement is to enable students enrolled in the healthcare field to participate in classes. The contract will be monitored by staff in WDCE at the College.

I believe it is in the best interest of the College to provide opportunities in the healthcare field, and I, therefore, recommend that you act favorably on the annexed proposed resolution.

BSM:sg

Attachment:

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/19/2024 - RAYMOND SCULKY, SECRETARY

RESOLUTION

Upon a communication from the President of Westchester Community College, be it hereby

RESOLVED, that the County of Westchester, acting by and through Westchester Community College (the "College"), is hereby authorized to enter into an agreement with DSI Medical Services, Inc. ("DSI") for the provision of drug testing and background checks for the healthcare students enrolled in the College's Workforce Development & Community Education department "WDCE"), for a term commencing on or about November 1, 2024 and continuing through October 31, 2027, for an amount not to exceed \$56,250.00, payable at the rates set forth in an approved fee schedule for the services provided; and be it further

RESOLVED, that in accordance with the terms of the agreement, the College shall agree in a form similar to the following: to indemnify and hold DSI harmless from any claims, liability or losses asserting that the use of any consumer report was improper in any way, violated the Fair Credit Reporting Act or otherwise, if, and only if, the College or anyone it provides the report to uses the consumer reports for any reason other than as represented by the College to DSI. Such indemnification includes all costs, expenses and reasonable attorney fees incurred by DSI; and be it further

RESOLVED, that the County Executive or his duly authorized designee be and hereby is authorized and empowered to execute any and all instruments and to take all action necessary to implement the purposes hereof.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Sub Unit	Object/ Sub Object	Trust Account	Dollars
FY25	701	8102		4425	01		\$14,062.50
FY26	701	8102		4425	01		\$18,750.00
FY27	701	8102		4425	01		\$18,750.00
FY 28	701	8102		4425	01		\$ 4,687.50

Budget Funding Year(s) 25/28 Start Date 11/1/2024 End Date 10/31/2027

Funding Source

Tax Dollars: _____

State Aid: \$21,916

\$56,250.00

Federal Aid: _____

(must match resolution)

Other: \$34,334 (Tuition)