

Kenneth W. Jenkins **County Executive** 

Department of Laboratories and Research

Aleksandar Milovanovic, M.D. Pathologist/Medical Examiner

## ONBASE #112379

DATE:

TO:

FROM:

SUBJECT:

Aleksandar Milovanovic, M.D.
Pathologist/Medical Examiner
Department of Laboratories and Research

Authority for the County of Westcheste
ptions under an agreement with "
umanEdge, Inc. agreed to
hnicians/profession
partment of I
ough P through December 31, 2024, for an amount not to exceed \$273,000.00, payable at approved hourly rates, with the County having the option, in its sole discretion, to extend the Agreement term for up to four (4) additional one (1) year periods, on specified cost terms, by extending the term of the Agreement for the period from January \$2026 through December 31, 2026, for an amount not to exceed

\$273,090.00.

By resolution approved on December 14, 2023, your Honorable Board authorized the County of Westchester (the "County") to enter into an agreement (the "Agreement") with HumanEdge, Inc. ("HumanEdge"), pursuant to which HumanEdge would provide temporary laboratory technicians/professionals to the County, for services to be performed for the County's Department of Laboratories and Research ("Labs"), (the "Services") for the period from January 1, 2024 through December 31, 2024 (the "Initial Term"), in an amount not to exceed \$273,000.00, payable at approved hourly rates, with the County having the option, in its sole discretion, to extend the term of the Agreement for up to four (4) additional one (1) year periods (each an "Option Term"), on the same terms as the Initial Term, except for the hourly rates, which could vary from the Initial Term through each Option Term, and could vary based upon the particular temporary position to be filled. The Agreement was subsequently executed.

By resolution approved on December 19, 2024, your Honorable Board then authorized the County to exercise its first Option Term, extending the Agreement for an additional one (1) year period, from January 1, 2025 through December 31, 2025, in an amount not to exceed \$273,000.00, payable at the approved hourly rates set forth in Schedule "B", attached to the Agreement (the "First Amendment"). The First Amendment was subsequently executed.

The County now desires to exercise the second of its four (4) options to extend the term of the Agreement, from January 1, 2026 through December 31, 2026 (the "Second Option Term"). Accordingly, authority is requested to amend the Agreement with HumanEdge in order to extend the term thereof for the period from January 1, 2026 through December 31, 2026, for an amount not-to-exceed \$273,000.00, payable at the approved hourly rates set forth in Schedule "B", attached to the Agreement (the "Second Amendment").

Except as otherwise specifically amended hereby, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

It should be noted that, the County, acting by and through Labs, and in accordance with 2 CFR§ 200.324, is required to perform a cost analysis of the costs for the County's option under the Agreement to ensure that the rates payable by the County under the option are reasonable. Accordingly, Requests for Quotes were sent to the following (3) laboratory staffing agencies: Apex Systems, ClinLab Staffing, and Lighthouse Lab services. After analyzing the rates submitted by these agencies, the Department concluded that the costs to be paid to HumanEdge under the Second Option Term are reasonable, and it is, therefore, economically prudent to exercise the County's second option under the Agreement to obtain the Services, for the period from January 1, 2026 through December 31, 2026.

The proposed Second Amendment to the Agreement will serve a public purpose by providing the County with the Services, which will enable the County to properly perform necessary Labs functions.

The goal and objective of the proposed Second Amendment to the Agreement is to provide the County with the Services, which will enable the County to properly perform necessary Labs functions.

The goal and objective of the proposed Second Amendment to the Agreement is in the best interests of the County in terms of public health and welfare, as the County having the Services that it needs in order to properly perform necessary Labs functions is anticipated, based upon the nature of Labs' work, to ultimately work to the benefit of the health and welfare of the public.

The goal and objective of the proposed Second Amendment to the Agreement will be tracked and monitored by the staff of Labs through periodic reports submitted by HumanEdge, describing its activities, progress, and accomplishments in a format and in the manner specified by the County.

Accordingly, I respectfully recommend your Honorable Board's adoption of the attached resolution.

AM/DD/mcz

## **RESOLUTION**

Upon a communication from the Pathologist/Medical Examiner of the Westchester County Department of Laboratories and Research, be it hereby:

**RESOLVED**, that the County of Westchester (the "County") is hereby authorized to exercise the second of its four (4) options (the "Second Option Term") under an agreement (the "Agreement") with HumanEdge, Inc. ("HumanEdge"), pursuant to which HumanEdge agreed to provide temporary laboratory technicians/professionals to the County, for services to be performed for the County's Department of Laboratories and Research, (the "Services"), for the period from January 1, 2024 through December 31, 2024 (the "Initial Term"), with the County having the option, in its sole discretion, to extend the term of the Agreement for up to four (4) additional one (1) year periods (each an "Option Term"), on the same terms as the Initial Term, except for the hourly rates, which could vary from the Initial Term through each Option Term, and could vary based upon the particular temporary position to be filled, in order to extend the term of the Agreement for the period from January 1, 2026 through December 31, 2026; and be it further

**RESOLVED**, that in consideration for Services rendered during the Second Option Term, HumanEdge will be paid a total amount not to exceed \$273,000.00 in accordance with the applicable hourly rates set forth in Schedule "B", attached to the Agreement; and be it further

**RESOLVED**, that except as otherwise specifically amended hereby, all other terms and conditions set forth in the Agreement shall remain in full force and effect; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Account to be Charged/Credited

OFFund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
101	31	0010-4000	4380		\$30,000
263	31	T860-A860		T860	\$162,000
263	31	T860-B860		T860	\$81,000

Budget Funding Year(s): 2026	Start Date: <u>1/1/2026</u>	End Date:	12/31/2026
(must match resolution)			

 Funding Source
 State Aid:
 \$273,000.00
 \$243,000

 (must match resolution)
 Other:
 \$243,000