



Memorandum
**Department of
Laboratories and Research**

#111364

To: Honorable Board of Acquisition and Contract

From: Dr. Aleksandar Milovanovic, M.D.
Pathologist – Medical Examiner
Department of Laboratories and Research

Date: June 26, 2025

Re: Resolution authorizing the County of Westchester to enter into a first amendment to its agreement with the Westchester County Health Care Corporation pursuant to which the County, through its Department of Laboratories & Research, provides WCHCC with donor milk bank testing for a five (5) year term commencing upon execution at the rate of \$10.00 per sample analyzed.

Attached for your consideration is a resolution which, if approved by your Honorable Board, would authorize the County of Westchester ("County") to amend an agreement, dated as of October 2, 2019 (the "Agreement"), with the Westchester County Health Care Corporation ("WCHCC"), pursuant to which the County, through its Department of Laboratories & Research's microbiology lab, agreed to provide WCHCC with quantitative analysis of bacteria in mother's milk so that WCHCC could ensure that safe, pasteurized human donor milk is available for infant consumption, in order to retroactively extend the term of the Agreement through October 1, 2029, unless sooner terminated as provided in the Agreement ("First Amendment").

As your Honorable Board is aware, the initial term of the Agreement commenced upon execution thereof by both parties and continued for a period of one (1) year thereafter. The Agreement automatically renewed on the anniversary of the execution date for four (4) additional successive one year terms. In consideration for services to be rendered, WCHCC pays the County the sum of ten (\$10.00) dollars per sample analyzed. It should be noted that this fee may be changed at the beginning of each calendar year by the County with at least 60 days' advance written notice to WCHCC.

This agreement promotes the public health, safety and general welfare by providing services that will benefit County residents and provide revenue to the County. This contract serves the public purpose of promoting the public health of Westchester County residents by providing laboratory analysis of milk specimens for WCHCC to ensure that the milk is safe for infant consumption.

The goals and objectives of this program are to ensure that WCHCC's milk bank remains uncontaminated and suitable for infant consumption. This program's value and importance are in the best interest of the County in terms of ensuring public health. Such goals and objectives will be tracked

and monitored by the Department's Microbiology Division, which tracks all patient submissions and results through their LIMS ("Laboratory Information Management System") and generates billings through the Administrative division to WCHCC.

As your Honorable Board is aware, Section 3307(4) of the New York Public Authorities Law requires the approval of both the Board of Legislators and Board of Acquisition and Contract for agreements between the County and WCHCC. Accordingly, on June 16, 2025, the Westchester County Board of Legislators adopted Act No. 127-2025 which authorized the County, through the Department of Laboratories and Research, to enter into the First Amendment with WCHCC for the above stated purposes.

Based upon the foregoing, I most respectfully recommend your Honorable Board's approval of the annexed Resolution.

Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 07/03/2025 - RAYMOND SCULLEY, SECRETARY

RESOLUTION

Upon a communication from the Pathologist/Medical Examiner, be it hereby

RESOLVED, that the County of Westchester ("County"), acting by and through its Department of Laboratories and Research ("Department"), is authorized to enter into a first amendment to its agreement dated as of October 2, 2019 with the Westchester County Health Care Corporation ("WCHCC"), whereby the County, through the Department's microbiology lab, provides WCHCC with donor milk bank testing to ensure that safe, pasteurized human donor milk is available for infant consumption (the "Agreement") by retroactively extending the term of the Agreement through October 1, 2029, unless sooner terminated as provided in the Agreement ("First Amendment"); and be it further

RESOLVED, that in consideration for services rendered, WCHCC shall pay the County the sum of ten (\$10.00) dollars for each sample analyzed. This fee may be changed by the County at the beginning of each calendar year by giving WCHCC at least 60 days' advance written notice; and be it further

RESOLVED, that all other terms and conditions of the Agreement shall remain the same; and be it further

RESOLVED, that the County Executive or his authorized designee is authorized and empowered to execute and deliver all instruments and take all actions necessary or appropriate to effectuate the purposes hereof.

Account to be Charged/Credited

Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2024	101	31	0010-4200	9067		350
2025	101	31	0010-4200	9067		2000
2026	101	31	0010-4200	9067		2000
2027	101	31	0010-4200	9067		2000
2028	101	31	0010-4200	9067		2000
2029	101	31	0010-4200	9067		1650

Budget Funding Year(s) 2024-2029 Start Date 10-2-24 End Date 10-1-29
(must match resolution)

Funding Source Tax Dollars _____
 State Aid _____
\$10,000 REVENUE Federal Aid _____
(must match resolution) Other WCHCC REVENUE \$10,000