



Kenneth W. Jenkins  
County Executive

Department of Laboratories & Research

Aleksandar Milovanovic, M.D.  
Medical Examiner & Acting Deputy Commissioner

# 112076

**DATE:** September 19, 2025

**TO:** Board of Acquisition and Contract

**FROM:** Aleksandar Milovanovic, M.D.  
Pathologist – Medical Examiner  
Acting Deputy Commissioner  
Department of Labs & Research

**RE:** Authority to enter into an agreement with Health Research, Inc., requiring the County of Westchester to indemnify and defend Health Research, Inc. and the New York State Department of Health, in order to accept a grant in an amount not to exceed \$25,000.00 in State funds, with the County contributing \$47,250.00 in County matching funds, for the Department to participate in the Centers for Disease Control and Prevention's Public Health Emergency Preparedness Program, to conduct preventative maintenance and repair work of major laboratory testing equipment to improve the Department's level of preparedness for all types of public health emergencies, for the period from July 1, 2025 through June 30, 2026, in a total amount not to exceed \$72,250.00, to be paid pursuant to an approved budget.

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Authority is respectfully requested for the County of Westchester (the "County"), acting by and through its Department of Laboratories & Research (the "Department"), to enter into an agreement with Health Research, Inc. (the "HRI"), known as contract number 5NU90TU0000170200 (the "Agreement"), in order to accept a grant in an amount not to exceed \$25,000.00 in State funds, with the County contributing \$47,250.00 in County matching funds, for the Department to participate in the Centers for Disease Control and Prevention's Public Health Emergency Preparedness Program (the "Program"), to, among other things, conduct preventative maintenance and repair work of major laboratory testing equipment to improve the Department's level of preparedness for all types of public health emergencies, for the period from July 1, 2025 through June 30, 2026, in a total amount not to exceed \$72,250.00, to be paid pursuant to an approved budget.

The goal of the Program is to maintain an integrated and updated network of laboratories, including state and local public laboratories, in order to support a robust, integrated preparedness and response program and increase public health preparedness to efficiently plan for and effectively respond to all types of public health emergencies. The Program will seek to improve

public health laboratory testing capabilities, to include the testing of clinical, environmental, and chemical threat agents, sustain and enhance communicable disease surveillance systems to ensure that processes are in place for timely investigation and implementation of control measures, promote public health media campaigns in collaboration with local jurisdictions and Health Emergency Preparedness Coalitions (“HEPC”), support emergency preparedness activities, provide an integrated regional component for multi-agency coordination and preparedness activities, provide training, planning, and exercising activities, particularly as it relates to pediatric surge at HEPC levels to assure incoming patients receive the immediate and critical care needed for health and safety and continuity of care for patients with consideration for Crisis Standards of Care.

The Program funding will be used for preventive maintenance and repair service for major laboratory equipment, which is required to ensure operational readiness of State and local public health departments’ laboratory equipment.

The Agreement will, among other things, increase the Department’s level of preparedness for all types of public health emergencies, by improving its laboratory capabilities, and its prevention and response efforts for public health emergencies.

The goals and objectives of the Agreement support the Program objectives of maintaining an integrated network of laboratories that can respond to bioterrorism, emerging infectious diseases, chemical terrorism, and other types of public health emergencies, by improving the operational readiness of the Department’s laboratory equipment.

The goals and objectives of the Agreement will also support the purposes of the Department of maintaining an adequate level of preparedness in order to respond to any public health emergency.

The goals and objectives of the Agreement will serve a public purpose by maintaining an adequate level of preparedness in order to respond to any County public health emergency.

The goals and objectives of the Agreement will be tracked and monitored by the Department through quarterly progress reports submitted to HRI relating to the Program’s activities and progress.

Pursuant to the Agreement, the County, as the Subrecipient, will be required to indemnify HRI and the New York State Department of Health as follows:

“Subrecipient shall indemnify, save, hold harmless and defend HRI and the New York State Department of Health, and their agents, directors, trustee, officers, employees, members, and assigns of each of them (collectively, “Indemnitees”) from and against any and all claims, damages, demands, actions, judgments, lawsuits, proceedings, assessments, liabilities, losses, penalties, costs and expenses (including, without limitation, reasonable attorney’s fees, costs and expenses), whether or not subject to litigation (collectively, “Indemnified Claims”), incurred by any Indemnatee in connection with the performance of this Contract, or for any damage or destruction of property, or injury, sickness, disease

or death to persons caused by any acts or omissions of Subrecipient or its employees' or agents."

I certify that my department, a.) has copies of, or access to, all applicable laws, rules, regulations, grant applications, and grant agreements (including any master grant agreement), as well as any guidance or instructions received from the agency making the grant (the "Grant Terms"), b.) has reviewed the Grant Terms, c.) is aware of and understands all of the Grant Terms, and d.) can and will comply with all of the Grant Terms.

Accordingly, I respectfully recommend your Honorable Board's approval of the attached Resolution.

Attachment

AM/DD/mcz

APPROVED BOARD OF ACQUISITION & CONTRACT - 10/09/2025 - RAYMOND SCULKI SECRETARY

## **RESOLUTION**

UPON A COMMUNICATION FROM THE ACTING COMMISSIONER OF THE WESTCHESTER COUNTY DEPARTMENT OF LABORATORIES AND RESEARCH, be it hereby

**RESOLVED**, that the County of Westchester (the "County"), acting by and through its Department of Laboratories and Research (the "Department"), is authorized to enter into an agreement with Health Research, Inc. ("HRI"), known as contract number 5NU90TU0000170200 (the "Agreement"), in order to accept a grant in an amount not to exceed \$25,000.00 in State funds, for the Department to participate in the Centers for Disease Control and Prevention's Public Health Emergency Preparedness Program (the "Program") to, among other things, conduct preventative maintenance and repair work of major laboratory testing equipment to improve the Department's level of preparedness for all types of public health emergencies, for the period from July 1, 2025 through June 30, 2026, in a total not to exceed amount of \$72,250.00, to be paid pursuant to an approved budget; and be it further

**RESOLVED**, that the County shall contribute \$47,250.00 in County matching funds towards the cost of the Program; and be it further

**RESOLVED**, that the County, as the Subrecipient, will be required to indemnify HRI and the New York State Department of Health as follows:

"Subrecipient shall indemnify, save, hold harmless and defend HRI and the New York State Department of Health, and their agents, directors, trustee, officers, employees, members, and assigns of each of them (collectively, "Indemnitees") from and against any and all claims, damages, demands, actions, judgments, lawsuits, proceedings, assessments, liabilities, losses, penalties, costs and expenses (including, without limitation, reasonable attorney's fees, costs and expenses), whether or not subject to litigation (collectively, "Indemnified Claims"), incurred by any Indemnitee in connection with the performance of this Contract, or for any damage or destruction of property, or injury, sickness, disease or death to persons caused by any acts or omissions of Subrecipient or its employees' or agents."

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.

Account to be  
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub- Object	Trust Account	Dollars
263	31	T612-B612	9853	T612	\$25,000.
101	31	0010-4200	4912		\$23,625. (2025)
101	31	0010-4200	4912		\$23,625. (2026)

Budget Funding Year(s): 2025-2026  
(must match resolution)

Start Date: 07/01/25

End Date: 06/30/2026

Funding Source  
\$72,250.00  
(must match resolution)

Tax Dollars: \$47,250.00  
State Aid: \$25,000.00  
Federal Aid:  
Other:

APPROVED BOARD OF ACQUISITION & CONTRACT - 10/09/2025 - RAYMOND SCULKY, SECRETARY