

**# 68416**

To: Honorable Board of Acquisition and Contract

From: Kunjlata Ashar, M.D.  
Pathologist/Medical Examiner  
Department of Laboratories and Research

Date: March 12, 2019

Re: Resolution authorizing the County of Westchester ("County") to enter into an agreement with the Westchester County Health Care Corporation ("WCHCC") pursuant to which the County, through its Department of Laboratories & Research, will provide WCHCC with donor milk bank testing for an initial one (1) year term commencing upon execution at the rate of \$10.00 per sample analyzed.

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Attached for your consideration is a resolution which, if approved by your Honorable Board, would authorize the County to enter into an agreement with WCHCC, whereby the County, through the its Department of Laboratories & Research's microbiology lab, will provide WCHCC with quantitative analysis of bacteria in mother's milk so that WCHCC can ensure that safe, pasteurized human donor milk is available for infant consumption (the "Agreement"). The initial term of the Agreement will commence upon execution thereof by both parties and will continue for a period of one (1) year thereafter. The Agreement will automatically renew on the anniversary of the execution date for up to four (4) additional successive one year terms, unless terminated by mutual consent or by either party on sixty (60) days prior written notice. In consideration for services to be rendered, WCHCC shall pay the County the sum of ten (\$10.00) dollars per sample analyzed. It should be noted that the 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 March 11, 2019 the Westchester County Board of Legislators adopted an Act which authorized the County, through the Department of Laboratories and Research, to enter into an agreement with WCHCC for the above stated purposes.

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

KA/PS/jpg  
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/21/2019 - ISA M. KAUFMAN SECRETARY

**RESOLUTION**

Upon a communication from Kunjlata Ashar, M.D., 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 an agreement with the Westchester County Health Care Corporation (“WCHCC”), whereby the County, through the Department’s microbiology lab, will provide WCHCC with donor milk bank testing to ensure that safe, pasteurized human donor milk is available for infant consumption (the “Agreement”); and be it further

**RESOLVED**, that the initial term of the Agreement shall commence upon execution thereof by both parties and will continue for a period of one (1) year thereafter. The Agreement will automatically renew on the anniversary of the execution date for up to four (4) additional successive one year terms, unless terminated by mutual consent or by either party on sixty (60) days prior written notice; 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 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

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
101	31	0010-4200	9067		\$1,000.00

Budget Funding Year(s) 2019 Start Date 1/1/19 End Date 12/31/19  
(must match resolution)

Funding Source Tax Dollars \_\_\_\_\_  
State Aid \_\_\_\_\_  
\$1,000.00 Federal Aid \_\_\_\_\_  
(must match resolution) Other WCHCC REVENUE 1,000.00