



Kenneth W. Jenkins
County Executive

May 21, 2025

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Honorable Members:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester ("County") to amend an agreement with the Westchester County Health Care Corporation ("WCHCC") entered into on or about October 2, 2019, pursuant to which the County, through its Department of Laboratories and Research ("Department"), provides WCHCC with donor milk bank testing ("Agreement") in order to extend the term of the Agreement for a five (5) year period to a new expiration date of October 1, 2029, unless terminated by mutual consent or by either party on sixty (60) days prior written notice ("First Amendment").

Pursuant to the terms of the Agreement, the County, through the Department's microbiology lab, provides WCHCC with quantitative analysis of bacteria in mother's milk so WCHCC can ensure that safe, pasteurized human donor milk is available for infant consumption. 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 Department with at least 60 days' advance written notice to WCHCC.

As your Honorable Board may recall, 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 the aforementioned Agreement.

The County's Medical Examiner/Pathologist has approved the material terms of this First Amendment. Based upon the foregoing, I recommend your favorable action on the proposed Act.

Sincerely,

A handwritten signature in black ink, appearing to be "K. W. Jenkins", written over the printed name and title.

Kenneth W. Jenkins
Westchester County Executive

Office of the County Executive

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**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Your Committee is in receipt of a communication from the County Executive requesting that this Honorable Board authorize the County of Westchester (the "County") amend an agreement with the Westchester County Health Care Corporation ("WCHCC") entered into on or about October 2, 2019, pursuant to which the County, through its Department of Laboratories and Research ("Department"), provides WCHCC with donor milk bank testing ("Agreement") in order to extend the term of the Agreement for a five (5) year period to a new expiration date of October 1, 2029, unless terminated by mutual consent or by either party on sixty (60) days prior written notice ("First Amendment").

Your Committee is advised that pursuant to the terms of the Agreement, the County, through the Department's microbiology lab, provides 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. In consideration for services to be rendered, WCHCC shall pay the County the sum of ten (\$10.00) dollars per sample analyzed. The fee may be changed at the beginning of each calendar year by the Department with at least 60 days' advance written notice to WCHCC.

As this Honorable Board is aware, Section 3307(4) of the New York Public Authorities Law requires the approval of both this Honorable Board and the Board of Acquisition and Contract for this Agreement. Said approval of the Board of Legislators must be by an affirmative vote of not less than a majority of the voting strength of the Board.

The Planning Department has advised that agreements for medical services, including testing, do not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 14, 2025, which is on file with the Clerk of your Honorable Board. Therefore, no further environmental review is required.

Your Committee has carefully considered and recommends approval of the proposed Act by your Honorable Board's majority vote.

Dated: _____, 20_____
White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: _____

☐ NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

☒ GENERAL FUND

☐ AIRPORT FUND

☐ SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ _____

Total Current Year Revenue \$ 2,000

Source of Funds (check one): ☐ Current Appropriations ☐ Transfer of Existing Appropriations

☐ Additional Appropriations

☐ Other (explain)

Identify Accounts: 31-101-0010-4200-9067

Potential Related Operating Budget Expenses: Annual Amount 0

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$2,000

Describe: Testing performed on breast milk by Dept of Labs Microbiology Division
for WHCC for Revenue as per Labs Fee Schedule

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: Revenue: \$2,000 per year

Next Four Years: Revenue: \$2,000 per year

Prepared by: Deanna Donahue

Title: Budget Specialist II

Department: Labs & Research Administration

Date: May 12, 2025

Reviewed By: 

Budget Director

Date: 5/13/25

ACT NO. _____ - 20_____

An Act 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 the Department of Laboratories and Research, provides WCHCC with donor milk bank testing, by extending the agreement for an additional five-year term through October 1, 2029.

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester ("County") is hereby authorized to enter into a first amendment to its agreement entered into on or about October 2, 2019 ("Agreement") with the Westchester County Health Care Corporation ("WCHCC"), in substantially the form attached hereto, pursuant to which the County, through its Department of Laboratories and Research ("Department"), provides WCHCC with donor milk bank testing to ensure that safe, pasteurized human donor milk is available for infant consumption ("First Amendment").

§2. The First Amendment shall extend the term of the Agreement for an additional five (5) years to a new termination date of October 1, 2029, unless terminated by mutual consent or by either party on sixty (60) days prior written notice.

§3. In consideration for the lab testing services to be rendered by the County, WCHCC shall pay the County the sum of ten (\$10.00) dollars for each sample analyzed. The fee may be changed at the beginning of each calendar year with at least 60 days' advance written notice to WCHCC by the Department.

§4. All other terms and conditions of the Agreement shall remain the same.

§5. The County Executive or his authorized designee is hereby empowered to execute all instruments and take all actions reasonable and necessary to effectuate the purposes hereof.

§6. This Act shall take effect immediately.

AMENDMENT #1 TO REFERENCE LABORATORY SERVICES AGREEMENT

This First Amendment ("**Amendment #1**"), effective as of October 2, 2024 (the "**Amendment #1 Effective Date**"), amends the Reference Laboratory Services Agreement dated as of October 2, 2019 (the "**Agreement**") between **WESTCHESTER COUNTY HEALTH CARE CORPORATION** ("**Client**"), with offices at 100 Woods Road, Valhalla, New York 10595 and **THE COUNTY OF WESTCHESTER**, acting by and through its **DEPARTMENT OF LABORATORIES & RESEARCH** ("**Lab**") with offices at 10 Dana Road, Valhalla, NY 10595. Client and Lab may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**." As of the Amendment #1 Effective Date, this Amendment #1 shall be incorporated into and become a part of the Agreement. All terms used herein shall have the meanings given them in the Agreement unless otherwise expressly stated herein. In the event of a conflict between the terms of this Amendment #1 and the other terms of the Agreement, the terms of this Amendment #1 shall govern. All terms of the Agreement not amended by this Amendment #1 shall remain in full force and effect.

WHEREAS, Client and Lab are parties to the Agreement pursuant to which Lab provides certain Reference Testing Services to Client.

WHEREAS, the Parties desire to amend the Agreement as further set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby agree as follows:

1. The term of the Agreement shall be further extended beginning as of the Amendment #1 Effective Date through October 1, 2029, unless sooner terminated as provided in the Agreement.
2. This Amendment #1 may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile or PDF transmitted copies of this Amendment #1 and its counterparts including facsimile or PDF signatures of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment #1 as of the Amendment #1 Effective Date.

**WESTCHESTER COUNTY HEALTH
CARE CORPORATION**

THE COUNTY OF WESTCHESTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

