



George Latimer
County Executive

April 1, 2022

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

Honorable Members of the Board of Legislators:

On September 20, 2021, your Honorable Board approved Act No. 2021 - 168 (Act 2021 - 168), which authorized the County of Westchester, on behalf of the Westchester Community College ("WCC"), in compliance with The State University of New York's COVID-19 safety protocols and the COVID-19 public health directives issued by the Governor of New York and the New York State Department of Health, to enter into an agreement (the "Agreement") with the Westchester County Health Care Corporation, d/b/a Westchester Medical Center ("WCHCC"), whereby WCHCC was to provide Covid-19 nasopharyngeal testing services ("Nasal Testing Services") to WCC's staff, faculty and students for potential risk exposure to the Coronavirus Disease (Covid-19). The Agreement is for a not to exceed amount of One Million and 00/100 (\$1,000,000.00) Dollars. The term of the Agreement was to commence on October 7, 2021 and to expire on October 6, 2022. The Agreement has not been executed.

Due to newly developed COVID-19 testing technology, WCC desires that WCHCC provide saliva and other related COVID-19 testing services in addition to the Nasal Testing Services approved by your Honorable Board under Act 2021 - 168. Furthermore, WCC desires to extend the term of the Agreement for an additional period of time, through May 12, 2023 and authorize Quadrant Biosciences as an approved subcontractor of WCHCC for the provision of Clarifi Covid-19 Saliva tests.

Accordingly, transmitted herewith for your consideration is an Act, which if adopted by your Honorable Board, would authorize an amendment to Act 2021 - 168, in order to (i) authorize the provision of saliva and other related COVID-19 testing services ("Additional Covid-19 Testing Services"), in addition to the Nasal Testing Services; (ii) extend the term of the Agreement through May 12, 2023; and (iii) authorize Quadrant Biosciences as an approved subcontractor of WCHCC for the provision of the Clarifi Covid-19 Saliva tests.

All other terms and conditions of Act 2021 - 168 shall remain unchanged and in full force and effect.

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Email: CE@westchestergov.com
Telephone: (914)995-2900

westchestergov.com

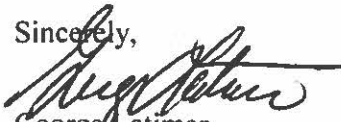
The President of Westchester Community College has approved the Additional Covid-19 Testing Services to be performed under the Agreement and the term extension.

The Planning Department has advised that this is not an action subject to the State Environmental Quality Review Act. Accordingly no further review is required. Please refer to the annexed memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. As you know, your Honorable Board may use such expert advice to make its own conclusion.

As you know, Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for this Agreement.

Based upon the foregoing, I recommend approval of the attached legislation.

Sincerely,



George Latimer
County Executive

GL/sg/cmc

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

Your Committee is in receipt of a communication from the County Executive recommending the adoption of an act amending Act No. 2021 – 168 (Act 2021 – 168). On September 20, 2021, your Honorable Board approved Act 2021 – 168, which authorized the County of Westchester (“County”), on behalf of the Westchester Community College (“WCC”), in compliance with The State University of New York’s COVID-19 safety protocols and the COVID-19 public health directives issued by the Governor of New York and the New York State Department of Health, to enter into an agreement (“Agreement”) with the Westchester County Health Care Corporation, d/b/a Westchester Medical Center (“WCHCC”), for the provision of Covid-19 nasopharyngeal testing (“Nasal Testing Services”) to WCC staff, faculty and students for potential risk exposure to the Coronavirus disease (Covid-19). The Agreement is for a not to exceed amount of One Million and 00/100 (\$1,000,000.00) Dollars. The term of the Agreement was to commence on October 7, 2021 and to expire on October 6, 2022.

Your Committee is advised that the Agreement has not been executed. Your Committee is further advised that due to newly developed COVID-19 testing technology, WCC desires that WCHCC provide saliva and other related COVID-19 testing services in addition to the Nasal Testing Services approved by your Honorable Board under Act 2021 - 168. Furthermore, your Committee is also advised that WCC desires to extend the term of the Agreement for an additional period of time, through May 12, 2023 and authorize Quadrant Biosciences as an approved subcontractor of WCHCC for the provision of Clarifi Covid-19 Saliva tests.

Accordingly, transmitted herewith for your consideration is an Act, which if adopted by your Honorable Board, would authorize an amendment to Act 2021 - 168, in order to (i) authorize the provision of saliva and other related COVID-19 testing services (“Additional Covid-19 Testing Services”), in addition to Nasal Testing Services; and (ii) extend the term of the Agreement through May 12, 2023 (ii) extend the term of the Agreement through May 12, 2023; and (iii) authorize Quadrant Biosciences as an approved subcontractor of WCHCC for the provision of the Clarifi Covid-19 Saliva tests.

Your Committee is advised that all other terms and conditions of Act No. 2021 - 168 shall remain unchanged and in full force and effect.

Your Committee is further advised that the President of Westchester Community College has approved the Additional Covid-19 Testing Services to be performed under the Agreement and the term extension.

Your Committee is further advised by the Planning Department that this is not an action subject to the State Environmental Quality Review Act. Therefore, no further environmental review is required. Please refer to the annexed memorandum from the Department of Planning dated January 14, 2022, which is on file with the Clerk of the Board of Legislators. Your Committee concurs with the Planning Department's conclusion.

Your Committee has also been advised that Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for this Agreement. Pursuant to that section, 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.

Your Committee has carefully considered and recommends approval of the proposed Act.

Dated: _____, 2022

White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Covid-19 Testing Services - WMC 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 No Change from Prior

Total Current Year Revenue \$ None

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

Additional Appropriations

Other (explain)

Identify Accounts: Utilizing Federal Pandemic Funding

Potential Related Operating Budget Expenses: Annual Amount N/A

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount N/A

Describe: _____

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

Current Year: N/A

Next Four Years: Unknown


Note: Directive from SUNY Chancellor to conduct testing

Prepared by: Stewart Glass

Title: Director Contracting & Procurement


Department: Purchasing

Date: March 10, 2022


Reviewed By: _____
Budget Director

Date: 4/1/22

TO: George Latimer, County Executive
Kenneth Jenkins, Deputy County Executive
John Nonna, County Attorney

FROM: David Kvinge, AICP, RLA, CFM 
Director of Environmental Planning

DATE: January 14, 2022

SUBJECT: **ACTIVITIES NOT SUBJECT TO STATE ENVIRONMENTAL QUALITY
REVIEW**

As required by the New York State Environmental Quality Review Act and its implementing regulations 6 NYCRR Part 617 (“SEQR”), the Board of Legislators (“BOL”) is the body that must assess the environmental significance of all actions that the BOL has discretion to approve, fund or directly undertake. The Planning Department has historically conducted the necessary environmental review for the BOL to undertake its responsibility under SEQR. Additionally, contracts going before the Board of Acquisition and Contracts (“BAC”) must be reviewed for conformance with SEQR.

Pursuant to Section 617.2(b) of SEQR, “Actions” are defined as:

- (1) projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of any natural resource or structure, that:
 - (i) are directly undertaken by an agency; or
 - (ii) involve funding by an agency; or
 - (iii) require one or more new or modified approvals from an agency or agencies;
- (2) agency planning and policy making activities that may affect the environment and commit the agency to a definite course of future decisions;
- (3) adoption of agency rules, regulations and procedures, including local laws, codes, ordinances, executive orders and resolutions that may affect the environment; and
- (4) any combinations of the above.

As part of the Planning Department’s ongoing review of its processes, we are streamlining the process for SEQR review and related document preparation for the BOL and BAC. The most effective method to achieve a more timely SEQR review is to create a list of categories of activities **that do not meet the definition of an “action”** as defined in SEQR. This list (attached) references activities that are routine and which do not change the use, appearance or condition of any natural resource or structure, nor do they involve policies or regulations that may affect the environment. The creation of this list in no way eliminates the BOL’s or BAC’s

responsibilities under SEQ. Rather, it establishes a workflow for items that are routine and do not, under the law, require environmental review.

Accordingly, the Planning Department advises that no environmental review is required and no SEQ documentation is necessary for submission with BOL legislation or with resolutions or contracts requiring BAC approval regarding activities on the attached list.

County departments and agencies may reference this memorandum in the legislation in order to document compliance with SEQ for actions listed herein. As such, this memorandum should be kept on file with the Clerk of the Board of Legislators. Legislation should include a statement similar to the following: "The proposed project does not meet the definition of an action under 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, 2022, which is on file with the Clerk of the Board of Legislators."

This memorandum will be distributed to all Commissioners as part of County operations.

Please contact me if you have any questions.

Att.

cc: Malika Vanderberg, Clerk and Chief Administrative Officer to the Board of Legislators
Joan McDonald, Director of Operations
Andrew Ferris, Chief of Staff
Steve Bass, Director of Intergovernmental Relations
Paula Friedman, Assistant to the County Executive
Stacey Dolgin-Kmetz, Chief Deputy County Attorney
Tami Altschiller, Assistant Chief Deputy County Attorney
Norma Drummond, Commissioner of Planning

**ACTIVITIES THAT DO NOT MEET THE DEFINITION OF AN “ACTION”
PURSUANT TO SEQR AND ARE, CONSEQUENTLY, NOT SUBJECT TO SEQR**

1. BUDGETS AND AMENDMENTS

- Municipal budgets and amendments to them – The budgeting process merely sets aside funds without a commitment to their expenditure. Operating expenditures are typically for government-related activities that would also not meet the definition of an action. Even the establishment of the Capital Budget is not subject to SEQR because many of the capital projects are usually not definitive enough with respect to potential impacts to be reviewable at the time the budget is adopted. However, any subsequent authorization, such as bonding, to undertake a particular capital project is an action that requires SEQR compliance before it may be approved.
- The transfer of funds within the County operating and capital budgets for the purpose of balancing accounts – It is understood that these actions are purely budgetary, where accounts with excess funds are moved to accounts with existing or anticipated deficits. It is further understood that the activities covered by these accounts have either already occurred or been reviewed in accordance with SEQR, are Type II actions or actions that are not subject to SEQR, or are actions that will require future approval prior to being undertaken, at which time further SEQR review may be appropriate.
- Rescissions or reduction of bond acts to cancel unspent funds.

2. SERVICES

- Consultant services – Contracts or agreements that provide for administrative services, training, reports for Boards and Commissions, but not including studies or design of physical improvements, which has been listed under SEQR as Type II.
- Social Services – Actions or agreements that provide services to persons in need, such as employment assistance, family/domestic intervention and respite care.
- Youth services – Actions or agreements that provide for youth services, such as a Resource Allocation Plan, Invest-in-Kids Program, after-school programs, camp programs and head-start programs.
- Senior programs & services – Actions or agreements that provide for services to seniors, such as provision of information/education, home care, nutrition & transportation assistance, caregiver support, and acceptance of federal and state grants providing for such services (e.g., OAA Title III grants and NYSOFA grants, including CSE, CSI, CRC, EISEP, NYSTP, WIN & NSIP).
- Public Safety services – programs that promote public safety, such as STOP-DWI, Police Night Out, and intermunicipal agreements (IMAs) for shared training, equipment and response to emergencies.
- Fire services – Fire district IMAs for shared training, equipment and response to emergencies.
- Legal services – Contracts for outside counsel, litigation or associated monetary settlements.

- Medical Services – Contracts with medical providers for medical examinations, testing, vaccinations or medical treatment of County employees or the public.
- Mental Health Services – Contracts with agencies to provide treatment, services or education related to mental health.

3. PERSONNEL MATTERS

- Actions related to employment or employees.
- Contracts for temporary staff assistance.
- Legislation pertaining to establishment and membership of boards and commissions.

4. FINANCES

- Tax Anticipation Notes.
- Bond acts to finance tax certiorari payments.
- Banking contracts/agreements for money management services.
- Mortgage tax receipts disbursements (County Clerk).
- Refinancing of affordable housing mortgages.
- Payment in Lieu of Taxes (PILOT) agreements.

5. LAWS

- New laws or amendments of existing laws that regulate the sale or use of products for the protection of public health.
- New laws or amendments of existing laws that regulate businesses for the protection of consumers.
- Pertaining to consumer protection, not including professional licensing, which have been classified as Type II.
- Pertaining to animal welfare, excluding regulations involving habitat management.
- Pertaining to public safety.
- Pertaining to taxation, such as establishment of new taxes or tax exemptions.
- Pertaining to establishment or modification of fees.
- Pertaining to notices, publications and record keeping.
- Pertaining to hiring or contracting procedures.
- Pertaining to the functioning of County government, such as term limits, board appointments, etc. that do not impact the environment.

6. MISCELLANEOUS

- Amendments to existing agreements for changes in name or consultants.
- Education/training programs, contracts for clinical instruction.
- Prisoner Transport IMAs.
- Tourism Promotion Agency designation.
- Software licenses.

- IMAs for temporary housing in existing facilities (homeless, inmate, troubled youths, domestic violence victims).

WCDP
JAN 2022

ACT NO. 2022 - _____

An Act amending Act No. 2021 – 168, which authorized the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation, d/b/a Westchester Medical Center, for a term commencing on October 7, 2021 and expiring on October 6, 2022, for Covid-19 nasopharyngeal testing services, in order to authorize additional saliva and other COVID-19 related testing services, extend the term of the Agreement through May 12, 2023 and authorize Quadrant Biosciences as an approved subcontractor for the provision of Clarifi Covid-19 Saliva tests.

BE IT ENACTED by the Board of Legislators of the County of Westchester as

follows:

Section 1. Section 1 of Act No. 2021 – 168 is hereby deleted in its entirety and the following is inserted in its place:

“Section 1. The County of Westchester (“County”), acting by and through the Westchester Community College (“WCC”) is hereby authorized to enter into an agreement (“Agreement”) with the Westchester County Health Care Corporation d/b/a Westchester Medical Center (“WCHCC”) for a term commencing retroactively on October 7, 2021 and expiring on May 12, 2023, whereby the WCHCC shall provide Covid-19 nasopharyngeal, saliva and other COVID-19 related testing services (“Testing Services”) to WCC staff, faculty and students for potential risk exposure to the Coronavirus Disease. The County shall pay a fee not to exceed One Million and 00/100 (\$1,000,000.00) Dollars for Testing Services provided by WCHCC during the term of the Agreement. WCHCC is authorized to use Quadrant Biosciences as an approved subcontractor for the provision of Clarifi Covid-19 Saliva tests.”

§2. All other terms and conditions of Act No. 2021 – 168 shall remain unchanged and in full force and effect.

§3. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

§4. This Act shall take effect immediately.

COVID-19 DIAGNOSTIC TESTING AGREEMENT

This agreement (“**Agreement**”), effective as of October 7, 2021 (“**Effective Date**”), is entered into between the County of Westchester, a municipal corporation of the State of New York, acting by and through Westchester Community College, with a principal address at 75 Grasslands Road, Valhalla, New York 10595 (“**Institution**” or “**WCC**”) and Westchester County Health Care Corporation, d/b/a Westchester Medical Center, with a principal address as 100 Woods Road, Valhalla, New York 10595 (“**Hospital**”).

WHEREAS, Hospital is willing to provide Covid-19 testing (“**Tests**,” “**Testing**” and/or “**Testing Services**”) to WCC’s faculty, staff and students (“**Individuals**”) as required by Institution at the Test Sites as described herein, subject to the terms hereof.

NOW, THEREFORE, the parties agree as follows:

1. TESTING PROCESS. CONFIDENTIALITY OF INFORMATION

1.1 **Liaison**. Institution shall be provided with the name and contact information of a Hospital Liaison (“**Liaison**”). Institution shall work with Liaison throughout the term of this Agreement to coordinate the provision of testing services hereunder.

1.2 **Intake Call**. For Testing Services to be conducted at Hospital’s Valhalla address set forth above (the “**Valhalla Site**”) Students and staff shall make appointments either through the Hospital’s portal or by calling the Hospital Covid Call Center.

During the Intake Call, the caller shall ask the Individual for his/her address, email address, and insurance information. Institution shall instruct Individuals that if they are insured, they **MUST** provide the caller with valid insurance information. Institution shall instruct Individuals that if they are uninsured, they **MUST** provide the caller with either their Social Security or driver’s license number if available.

Upon the mutual agreement of the parties, Testing Services shall be conducted from time to time on the Institution’s campus via Hospital’s Mobile Testing Unit as described below (the “**Campus Site**”). In such event, students shall register for such testing either by phone or by a self-service registration portal. The Valhalla Site and the Campus Site shall be collectively referred to herein as the “**Testing Sites**”).

For clarity, Hospital shall schedule and perform Testing Services on all Individuals for whom the Institution has requested testing, regardless of whether he/she provides the requested personal and insurance information during the Intake Call

or when present at the Campus Site, subject to Institution's obligation to compensate Hospital for such tests as described below.

Institution shall be responsible for instructing Individuals that they must be present on time for testing appointments, and that if they are unable to keep their appointment that they must call the Westchester Medical Center's Valhalla Call Center to reschedule. Institution shall also be responsible for instructing Individuals that they must present the information requested by the Hospital, including personal identifying information and any required insurance documentation.

- 1.3 **Test Sites/Hours of Operation.** The Valhalla Site shall operate by appointment only. Testing days and hours may be changed by the Hospital and the Hospital will promptly notify WCC of any such changes.

Upon the prior mutual agreement of the parties, Hospital may also conduct Testing at the Campus Site, provided, that Testing Services at the Campus Site shall be provided only when a minimum of fifty (50) Individuals require Testing, and provided further that Institution shall be responsible for coordinating the communication and scheduling of Campus Site testing.

- 1.4 **Testing Supplies.** Hospital shall provide all supplies, Personal Protective Equipment ("PPE"), and other equipment required for the conduct of the Testing at both Testing Sites.

- 1.5 **Testing Facilities, Etc.** Hospital shall bear all financial, logistical, and operational responsibility for the location, structure, and other aspects of the Valhalla Site, and Institution shall bear such responsibility for the Campus Site. Without limiting the generality of the foregoing, each party shall have the specific responsibilities listed on Exhibit A attached hereto and made a part hereof.

- 1.6 **Confidentiality of Information.** The Hospital agrees to maintain complete confidentiality of all personal and insurance information of the Individuals it may obtain during the course of performing the Testing Services under this Agreement except as required or permitted by law. The Hospital shall comply with all applicable laws, rules and regulations pertaining to confidential information.

2. **COMMUNICATION OF TESTING RESULTS/CONSENT.** Upon arrival at the Testing Site, Individuals will be required to sign an authorization to disclose protected health information permitting Hospital to send all Testing results to Institution ("Consent"). Failure to sign the authorization will result in the Individual not being tested under this Agreement.

Hospital shall transmit all Testing results under this Agreement to the Individual and Institution as follows:

Negative results will be transmitted through the Portal.

Positive results will be communicated through a phone call to both the Individual and Institution, followed by confirmatory communication via the Portal.

Hospital shall use commercially reasonable efforts to promptly report all results.

Individuals tested using the Clarifi Covid-19 Saliva Test will receive their results through the Quadrant Biosciences portal.

3. COMPENSATION

3.1 Insured Individuals. Hospital shall initially bill the Individual's insurer for each Test.

3.1.1 Valhalla Site. If the insurer denies payment or pays an amount less than \$75.00 for any Test provided at the Valhalla Site (the "**Valhalla Fee**"), Institution shall compensate Hospital as described in Subsection 3.3 below.

3.1.2 Campus Site Nasopharyngeal testing. If the insurer denies payment or pays an amount less than \$108.00 for any Test provided at the Campus Site (the "**Campus Fee**"), Institution shall compensate Hospital as described in Subsection 3.3 below.

3.1.3 Campus Site Clarifi Covid 19 Saliva Testing. The Hospital shall provide a self-collected saliva based PCR Test (Clarifi Covid-19 Saliva Test) on the WCC's Valhalla campus with results provided to the faculty and students through the Quadrant Biosciences' Portal. Individuals will be notified through their email that the results are available on the Portal. The Hospital will endeavor to notify individuals of positive test results. The cost for this testing is \$52.50 per person. WCC shall pay for the test and the Hospital shall not submit for insurance reimbursement. This will be available without appointment as a "walk-in" surveillance test with self-registration required through the Quadrant Biosciences portal. WCC acknowledges that it is responsible for reimbursing the Hospital for a minimum of 2,000 Clarifi Covid 19 Saliva Tests during the contract period.

3.1.4 It is understood that the Clarifi Covid 19 Saliva Testing shall be conducted on a pool basis. If a particular pool tests positive or if for any other reason individual tests are required there shall be no additional charge to WCC.

3.1.5 If there is a positive pool, each individual swab will be placed into reflex testing to determine who is positive. It is no longer considered screening for those individuals in the positive pool; therefore, an additional test needs to be processed (a second collection does not need to be performed). Reflex testing will be billed directly to the insurance provider by Quadrant Biosciences to cover the cost of the test. If for some reason, coverage is denied by the insurer, there will be no cost to the insured, County, or organization for claims that are unpaid or individuals that are uninsured

3.2 **Uninsured Individuals – Hospital Bills Government Payor.** If an Individual is uninsured, such Individual shall be required to provide his/her Social Security number or driver's license number when presenting to the Testing Site, to enable Hospital to confirm his/her uninsured status. Once uninsured status is confirmed, Hospital shall bill the governmental entity providing reimbursement for COVID-related costs for the uninsured ("**Government Payor**"), subject to a change in government reimbursement rules or processes. If the Individual refuses or is unable to provide the requested information Hospital is otherwise unable to bill the Government Payor, or the Government Payor denies payment or pays an amount less than the Valhalla Fee or the Campus Fee, as applicable, for any Test, Institution shall compensate Hospital as provided in Subsection 3.3 below.

3.3 **Financial Responsibility of Institution.** Notwithstanding anything herein to the contrary, except as denoted in 3.1.3 above:

3.3.1 **Where Hospital is Able to Bill Insurer or Government Payor.** Institution shall pay Hospital for the difference between the Valhalla Fee or the Campus Fee, as applicable, and the amount received from the insurer or the Government Payor.

If the Hospital receives from the Insurer or Government Payor more than the Valhalla Fee or Campus fee, as applicable, for any individual it shall credit that excess against the amount owed by the Institution.

3.3.2 **Where Hospital is Unable to Bill Insurer or Government Payor.** If Hospital is unable to bill the Individual's insurer or the Government Payor for any Test for any reason, Institution shall pay Hospital the Valhalla Fee or the Campus Fee, as applicable.

3.3.3. **Payment Terms.** For all Tests for which Institution has financial responsibility hereunder, Institution shall remit payment in full within sixty (60) days of Hospital's invoice, together with supporting documentation. The Hospital shall properly maintain medical records relative to the services rendered for which compensation is to be paid by the Institution pursuant to the terms of this Agreement, which shall include, but not be limited to, the following:

1. Date
 2. Names of employees rendering Testing
 3. Name of Individuals taking Testing
- 3.3.4 Insurance/Government Payor Billing. Hospital shall use all commercially reasonable efforts to obtain payment from the insurer and/or Government Payors prior to invoicing the Institution.
- 3.3.5 Not to Exceed. Subject to Section 4 hereof, the total amount to be paid by the Institution to Hospital for the Testing Services shall not exceed \$1,000,000.00 (the “Cap”).
- 3.4 Invoicing/Payment. Hospital shall invoice Institution for all amounts due, and Institution shall make payment in full to the applicable Hospital within sixty (60) days of receipt of invoice together with supporting documentation. Prior to the making of any payments hereunder, the Institution may, at its option, request Hospital’s back-up documentation supporting the invoices submitted, unless otherwise prohibited by law, including the requirement for a signed Consent by each Individual. Except as otherwise expressly stated in this Agreement, no payment shall be made by the Institution to the Hospital for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.
4. **TERM/TERMINATION/LIMIT ON PAYMENT.** This Agreement shall take effect as of the Effective Date, and shall terminate on May 12, 2023, unless terminated earlier by either party upon at least fourteen (14) days written notice to the other. In addition, either party may terminate the Agreement for cause in the event that a material failure of a party to comply with its obligations is not cured within twenty (20) days following written notice of default from the other party. Notwithstanding the foregoing to the contrary, this Agreement shall automatically terminate if the Cap is reached. It is hereby understood by Hospital that no payment shall be made by the Institution to the Hospital except as provided above nor shall total payments be made in excess of the Cap amount. It is understood that after each day of testing of the Clarifi Covid-19 Saliva Test at the College campus, there will be a charge of approximately \$102.00 for the shipment of tests to Quadrant. No other out of pocket expenses or disbursements of the Hospital made in connection with the services under this agreement are authorized.
5. **INSURANCE.** The parties agree to self-insure all liability for bodily injury and death and/or property damage. Such self-insurance shall insure against all costs, damages, expenses and/or any payment of any and all claims, accidents and injuries, and all damages whatsoever caused to any person or any property in connection with this Agreement. Further, if either party changes from a self-insurance program to a traditional insurance

program then such party shall forward certificates of General Liability coverage naming the other party as an additional insured.

6. **INDEMNITY.** The Hospital shall defend, indemnify and hold harmless the Institution, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the Hospital or third parties under the direction or control of the Hospital. The Institution shall defend, indemnify and hold harmless the Hospital, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the Institution or third parties under the direction or control of the Institution.

7. **MISCELLANEOUS**

7.1 This Agreement may be amended or assigned only pursuant to a written agreement executed by all parties. The Hospital shall not subcontract any part of the work without the written consent of the Institution, subject to any necessary legal approvals. Notwithstanding the above, the parties hereto acknowledge and agree that, at the time of execution of this Agreement, the following subcontractor has been approved to provide services for the named purpose(s) in connection with this Agreement: Quadrant Biosciences, 505 Irving Avenue, Suite 3100 AB, Syracuse, NY 13210, for Clarifi Covid-19 Saliva Testing services.

7.2 All parties represent that neither they nor any of their employees or agents are currently debarred or otherwise excluded or restricted from participation in any state or federal governmental reimbursement program and shall notify the other party immediately if this representation is no longer accurate.

7.3 All notices required hereunder shall be sent to the parties at their addresses set forth on the signature page hereof, or via email or other electronic means with confirmation of transmittal, and shall be deemed delivered within three (3) days of mailing if sent by first class mail, or upon receipt if sent electronically with transmittal confirmation as described above.

7.4 This Agreement may be executed in hard copy or pdf electronic counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

7.5 This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

- 7.6 The Hospital expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Hospital acknowledges and understands that the Institution maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.
- 7.7 The Hospital shall comply with all rules, regulations and licensing requirements pertaining to the Testing Services that it will provide under this Agreement.
- 7.8 The Institution shall be entitled to copies of all records compiled by the Hospital in completing the services described in this Agreement, including but not limited to written reports, studies, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, unless otherwise prohibited by law, including the requirement for a signed Consent by each Individual.
- 7.9 If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.
- 7.10 Failure of either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the Institution of any Testing Services or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the Institution of any provision hereof shall be implied.
- 7.11 The Hospital recognizes that this Agreement does not grant the Hospital the exclusive right to perform the Testing Services for the Institution and that the Institution may enter into similar agreements with other providers on an "as needed" basis.
- 7.12 Each party shall use all reasonable means to avoid any conflict of interest with the other and each party shall immediately notify the other in the event of a conflict of interest. Each party shall also use all reasonable means to avoid any appearance of impropriety.

7.13 This Agreement shall not be enforceable until signed by both parties and approved by the Office of the Westchester County Attorney.

[NO FURTHER TEXT/ SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WESTCHESTER COMMUNITY COLLEGE

By: _____

Name: Dr. Belinda S. Miles

Title: President - Westchester Community College

Date: _____

WESTCHESTER COUNTY HEALTH CARE CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

Authorized by the Board of Legislators of the County of Westchester on the 11th day of October, 2021, by Act No. 2021 – 168 and on the _____ day of _____, 2022.

Approved by Board of Acquisition & Contract on the 4th day of November, 2021 and on the _____ day of _____, 2022.

Approved:

Assistant County Attorney
The County of Westchester

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER) ss:

On this ____ day of _____, 2022, before me personally came _____, to me known, and known to me to be the _____, of the Westchester County Health Care Corporation, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he, the said _____ resides at _____, New York and that he is the _____ of said corporation and that he signed his name thereto by like order.

Notary Public

EXHIBIT A
RESPONSIBILITIES

Responsibility	Hospital Provides	Institution Provides
Testing space (Campus Site)		X
Sufficient lighting to conduct Testing (Campus Site)		X
Tables and Chairs (Campus Site)		X
Garbage cans and waste pick up (Campus Site)		X
Specimen Refrigerator (Campus Site)		X
Utilities- electric, data, etc. (Campus Site)		X
Donning/ Doffing Space (Campus Site)		X
Testing space (Valhalla Site)	X	
Sufficient lighting to conduct Testing (Valhalla Site)	X	
Tables and Chairs (Valhalla Site)	X	
Garbage cans and waste pick up (Valhalla Site)	X	
Utilities- electric, data, etc. (Valhalla Site)	X	
Specimen Refrigerator (Valhalla Site)	X	
Utilities- electric, data, etc. (Valhalla Site)	X	
Donning/ Doffing Space (Valhalla Site)	X	
Nasopharyngeal Swabs	X	
Biohazard bags for Nasopharyngeal swabs	X	
PPE for Hospital Staff	X	
Transportation of Supplies	X	
Resulting platform	X	
Scheduling platform	X	
Office supplies for registrars	X	