



Budget & Appropriations Meeting Agenda

Committee Chair: Vedat Gashi

800 Michaelian Office Bldg.
148 Martine Avenue, 8th Floor
White Plains, NY 10601
www.westchesterlegislators.com

Monday, July 18, 2022

10:00 AM

Committee Room

CALL TO ORDER

Meeting jointly with the Committees on Health and Human Services, Human Rights & Equity

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

1. [2022-379](#) **ACT-Waiving Sales Tax on Home Energy**

AN ACT of the Westchester County Board of Legislators exempting residential energy sources and services from sales and compensating use taxes pursuant to the authority of Article 29 of the Tax Law of the State of New York.

COMMITTEE REFERRAL: COMMITTEE ON BUDGET & APPROPRIATIONS

B&A only.

Guests: Budget Department - Larry Soule, Director and Gideon Grande, Deputy Director

2. [2022-366](#) **ACT-WCHCC-FACT Program-Forensic Medical Care**

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing January 1, 2022 through December 31, 2024 pursuant to which the WCHCC shall operate its Forensic Acute Care Team (FACT) Program and provide forensic medical care for children/adolescents and adults.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS, HUMAN SERVICES, HUMAN RIGHTS & EQUITY AND HEALTH

Joint with Health and HSHR&E.

Guests: Budget Department - Larry Soule, Director and Gideon Grande, Deputy Director

3. [2022-350](#) **ACT-WCHCC-Referral of Syphilis Patients**

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing January 1, 2022 and terminating December 31, 2026 whereby the County will refer suspected late stage syphilis patients for diagnosis by lumbar puncture.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND HEALTH

Joint with Health.

Guests: Department of Health - Sherlita Amler, Commissioner; Renee Recchia, 1st Deputy Commissioner

4. [2022-351](#) **ACT-WCHCC-Referral of Dept. of Health Patients**

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing January 1, 2022 and terminating December 31, 2026 whereby the County will refer Department of Health patients in need of medical services and treatment, including emergency room services, to the WCHCC.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND HEALTH

Joint with Health.

Guests: Department of Health - Sherlita Amler, Commissioner; Renee Recchia, 1st Deputy Commissioner

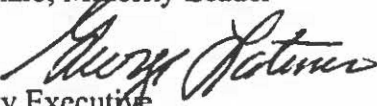
II. OTHER BUSINESS

III. RECEIVE & FILE

ADJOURNMENT

July 7, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: Message Requesting Immediate Consideration: ACT – Waiving Sales
Tax on Home Energy.

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators July 11, 2022 Agenda.

Attached is an ACT exempting residential energy sources and services from sales and compensating use taxes.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for July 11, 2022 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

July 5, 2022

Westchester County Board of Legislators
800 Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, New York 10601

Dear Honorable Members of the Board:

I respectfully request that your Honorable Board adopt "AN ACT of the Westchester County Board of Legislators exempting residential energy sources and services from sales and compensating use taxes pursuant to the authority of Article 29 of the Tax Law of the State of New York."

As you are aware, fuel prices have risen precipitously this year due to a myriad of factors including both inflationary pressures and the war in Ukraine, and these high prices appear unlikely to be reduced in the near future. Inflation in general has been very high this year, making it harder and harder for residents of Westchester to make ends meet. To that end, at my request, your Honorable Board enacted a temporary cap on sales tax on gasoline sales, and I waived fares for County buses.

Looking forward, I propose that the County temporarily waive sales tax on home energy during the peak home-heating season. The County has this authority under Article 29 of the New York State Tax Law, and I recommend exercising it to exempt home energy from sales tax for the period of December 1st through February 28th.

This measure would be helpful in reducing the pressures on residents of the county. The increase in fuel prices will cause an increase in prices on home heating fuel, while inflation has caused large increase in the cost of other sources of home energy. By exempting residential energy sources and services from sales tax, the County will provide tax relief its residents.

In order to have this cap go into effect on December 1, 2022, the County is required to have certified copies of the Act delivered to the New York State Department of Taxation and Finance no later than September 1, 2022. As such, I ask that you take immediate action on this legislation.

Passing this Act will provide needed relief to residents of Westchester County. In light of the aforementioned, I respectfully request that this Honorable Board adopt the proposed legislation.

Sincerely,



George Latimer
Westchester County Executive

TO: HONORABLE BOARD OF LEGISLATORS
COUNTY OF WESTCHESTER

The Committee is in receipt of “AN ACT of the Westchester County Board of Legislators exempting residential energy sources and services from sales and compensating use taxes pursuant to the authority of Article 29 of the Tax Law of the State of New York.”

Your Committee is aware that fuel prices have risen precipitously this year due to a myriad of factors including both inflationary pressures and the war in Ukraine, and these high prices appear unlikely to be reduced in the near future. Your Committee is further aware that inflation in general has been very high this year, making it harder and harder for residents of Westchester to make ends meet. To that end, your Committee recommended, and your Honorable Board enacted, a temporary cap on sales tax on gasoline sales, and the County Executive waived fares for County buses.

Looking forward, the County Executive has proposed that the County temporarily waive sales tax on home energy during the peak home-heating season. The County has this authority under Article 29 of the New York State Tax Law, and the County Executive recommends exercising it to exempt home energy from sales tax for the period of December 1st through February 28th.

Your Committee recognizes that this measure would be helpful in reducing the pressures on residents of the county. The increase in fuel prices will cause an increase in prices on home heating fuel, while inflation has caused large increase in the cost of other sources of home energy. By exempting residential energy sources and services from sales tax, the County will provide tax relief its residents.

Your Committee is further informed that, in order to have this cap go into effect on December 1, 2022, the County is required to have certified copies of the Act delivered to the New York State Department of Taxation and Finance no later than September 1, 2022. As such, your Committee believes that it is appropriate to take immediate action on this legislation.

Your Committee is informed that the proposed legislation 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. Your Committee concurs in this conclusion.

Your Committee believes that passing this Act will provide needed relief to residents of Westchester County. The Committee, after careful consideration, recommends the adoption of this Act.

Dated: 2022
 White Plains, New York

COMMITTEE ON

FISCAL IMPACT STATEMENT

SUBJECT: Res. Energy SUT Exempt Dec - Feb 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 \$ (1,456,000)

Total Current Year Revenue \$ (6,054,000)

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

Additional Appropriations Other (explain)

Identify Accounts: 101-52-1000-9032; 101-52-2102-5100

Potential Related Operating Budget Expenses: Annual Amount \$ -

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$ -

Describe: _____

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

Current Year: _____

Next Four Years: 2023: Reduced SUT collections of \$12,108,000, and reduced municipal and school distribution of \$2,912,000.

Prepared by: Gideon Grande

Title: Deputy Director

Department: Budget

Date: June 28, 2022

Reviewed By: *Lauren C. Jones*

Budget Director

Date: 06/28/22

ACT NO. ___ - 2022

AN ACT of the Westchester County Board of Legislators exempting residential energy sources and services from sales and compensating use taxes pursuant to the authority of Article 29 of the Tax Law of the State of New York

Be it enacted by the Board of Legislators of the County of Westchester, as follows:

§ 1. Section 6 of Act No 77-1971, enacted by the Board of Legislators of the County of Westchester, imposing sales and compensating use taxes, as amended, is amended by adding a new subdivision (a-1) to read as follows:

(a-1) Receipts from the sale of energy sources and services and the use of such sources and services shall be exempt from the taxes imposed by this Act, as authorized by paragraph three of subdivision (a) of section 1210 of the New York Tax Law

§ 2. This enactment shall take effect on December 1, 2022, and shall expire and be deemed repealed on March 1, 2023.

June 24, 2022

TO: Hon. Catherine Borgia, Chair
Hon. Nancy Barr, Vice Chair
Hon. Christopher Johnson, Majority Leader
Hon. Margaret Cunzio, Minority Leader

FROM: George Latimer 
Westchester County Executive

RE: **Message Requesting Immediate Consideration: ACT – WCHCC –
Forensic Acute Care Team Program – Forensic Medical Care.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators June 27, 2022 Agenda.

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester, acting by and through its Office for Women, (the “County”) to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) pursuant to which WCHCC would operate its Forensic Acute Care Team (“FACT”) Program and provide forensic medical care for children/adolescents and adults.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for June 27, 2022 “blue sheet” calendar.

Thank you for your prompt attention to this matter.

George Latimer
County Executive

June 24, 2022

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

Honorable Members of the Board of Legislators:

Transmitted herewith for your consideration and approval is an Act which, if adopted, would authorize the County of Westchester, acting by and through its Office for Women, (the "County") to enter into an agreement with the Westchester County Health Care Corporation ("WCHCC") pursuant to which WCHCC would operate its Forensic Acute Care Team ("FACT") Program and provide forensic medical care for children/adolescents and adults.

The agreement with the WCHCC would be for the term commencing on January 1, 2022 and continuing through December 31, 2024 for a total amount not-to-exceed Three Hundred Twenty-Two Thousand Five Hundred Seventy-Five Dollars (\$322,575.00). The funding amount per year will not exceed One Hundred Seven Thousand Five Hundred Twenty-Five Dollars (\$107,525.00).

In 2013, WCHCC established the FACT Program in response to the growing need for improved quality care for acute services for adolescents ages 12 to 18, offering forensic medical care to all children/adolescents presenting with concerns for acute sexual abuse or assault. The FACT Program has since experienced an increase in adult patients. By the end of September 2014 patients over the age of 18 had increased by 44%. Therefore, in 2015, WCHCC expanded its FACT Program to include adult patients. Between 2016 and 2018, nearly 750 patients were served by the FACT Program, the majority of which were adults. During that time, WCHCC has also provided ongoing education and training to over 150 medical staff, advocates and other service providers.

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.

The Planning Department has advised that based on its review, the proposed agreement described above does not meet the definition of an "action" under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. 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.

Office of the County Executive

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

Telephone: (914)995-2900 E-mail: (914) ceo@westchestergov.com



I believe that entering into the agreement with WCHCC on the terms set forth above is in the best interests of the County. Therefore, I recommend your favorable action on the annexed proposed Act.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

GL/RS/SB/jpg
Attachment

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

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board authorize the County of Westchester (the “County”), acting by and through its Office for Women, to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) pursuant to which WCHCC would operate its Forensic Acute Care Team (“FACT”) Program and provide forensic medical care for children/adolescents and adults for the term commencing on January 1, 2022 and continuing through December 31, 2024 for a total amount not-to-exceed Three Hundred Twenty-Two Thousand Five Hundred Seventy-Five Dollars (\$322,575.00). The funding amount per year will not exceed One Hundred Seven Thousand Five Hundred Twenty-Five Dollars (\$107,525.00).

Your Committee has been advised that in 2013, WCHCC established the FACT Program in response to the growing need for improved quality care for acute services for adolescents ages 12 to 18, offering forensic medical services to all children/adolescents presenting with concerns for acute sexual abuse or assault. Your Committee has further been advised that the FACT Program experienced an increase in adult patients since its inception and that by the end of September 2014 patients over the age of 18 had increased by 44%. Therefore, in 2015, WCHCC expanded its FACT Program to include adult patients. Between 2016 and 2018, nearly 750 patients were served by the FACT Program, the majority of which were adults. During that time, WCHCC has also provided ongoing education and training to over 150 medical staff, advocates and other service providers.

The Planning Department has advised that based on its review, the proposed agreement described above does not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. 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.

Your Committee has 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
S Con JFG CXX OFW WCHCC 2022-2024 FACT

FISCAL IMPACT STATEMENT

SUBJECT: FACT Program

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 \$ 107,525

Total Current Year Revenue \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: 101 11 0900 4380

Potential Related Operating Budget Expenses: Annual Amount \$107,525.00

Describe: 2022 not-to-exceed amount to operate the Forensic Acute Care Team (FACT) Program

Potential Related Operating Budget Revenues: Annual Amount \$0.00

Describe: _____

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

Current Year: \$0.00

Next Four Years: \$215,050.00

2023-2024 not-to-exceed amount to operate the FACT Program (\$107,525 per year)

Prepared by: Stephanie Basilan

Title: Program Admin, CT Mangement

Department: Office for Women

Date: June 16, 2022

BJO
Reviewed By:

[Signature]
Budget Director

Date:

6/23/22

ACT NO. 2022 - _____

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing January 1, 2022 through December 31, 2024 pursuant to which the WCHCC shall operate its Forensic Acute Care Team (FACT) Program and provide forensic medical care for children/adolescents and adults.

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

Section 1. The County of Westchester is hereby authorized to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) for a term commencing January 1, 2022 through December 31, 2024 pursuant to which the WCHCC shall operate its Forensic Acute Care Team (“FACT”) Program and provide forensic medical care for children/adolescents and adults for a total amount not-to-exceed Three Hundred Twenty-Two Thousand Five Hundred Seventy-Five Dollars (\$322,575.00). The funding amount per year will not exceed One Hundred Seven Thousand Five Hundred Twenty-Five Dollars (\$107,525.00).

§2. 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.

§3. This Act shall take effect immediately.

THIS AGREEMENT, made the ____ day of _____, 2022 by
and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601
(hereinafter referred to as the “County”)

and

WESTCHESTER COUNTY HEALTH CARE CORPORATION, a public benefit corporation of the State of New York, having an office and principal place of business at Executive Offices, Taylor Pavilion, C-2, 100 Woods Road, Valhalla, NY 10595
(hereinafter referred to as the “Corporation”)

W I T N E S S E T H :

WHEREAS, in 2013, the Corporation established the Forensic Acute Care Team (“FACT”) Program in response to the growing need for improved quality care for acute services for adolescents ages 12 to 18, offering forensic medical care for all children/adolescents presenting with concerns for acute sexual abuse or assault; and

WHEREAS, in 2015, the Corporation expanded its FACT Program to cover an increased volume of patients in the adult Department of Health Sexual Assault protocol at the Valhalla Campus of Westchester Medical Center; and

WHEREAS, the County has engaged the Corporation to provide certain forensic medical services as more fully described in Schedule “A” which is attached hereto and made a part hereof; and

WHEREAS, the County desires to enter into an Agreement with the Corporation to provide forensic medical care to children/adolescents and adults through its FACT Program; and

WHEREAS, the Corporation desires to provide such services to the County for the compensation and on the terms herein provided; and

WHEREAS, on _____ the Westchester County Board of Legislators adopted Act No. ____-2022 authorizing the County to enter into an agreement with the Corporation for the above mentioned services; and

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Corporation shall provide the services (“Work”) described in Schedule “A” which is attached hereto and made a part hereof.

SECOND: For the services rendered pursuant to Paragraph “FIRST,” the Corporation shall be paid a total amount not-to-exceed Three Hundred Twenty-Two Thousand Five Hundred Seventy-Five Dollars (\$322,575.00), payable quarterly, in the manner and at the rates set forth in Schedule “B.” The funding amount per year will not exceed One Hundred Seven Thousand Five Hundred Twenty-Five Dollars (\$107,525.00).

Any and all requests for payment made by the Corporation, including any request for partial payment made in proportion to the Work completed, shall be submitted by the Corporation on properly executed payment vouchers of the County and shall be submitted on a quarterly basis not later than the 15th day of the month following the quarter in which the Work was performed by the Corporation and paid only after approval by the Director of the Office for Women (the “Director”) or her designee, which approval shall not be unreasonably withheld. In no event shall final payment be made to the Corporation prior to completion of all professional services, the submission of reports, if any, and the approval of same by the Director.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during the calendar year shall utilize sequential numbering and be non-repeating.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Corporation for out of pocket expenses or disbursements made in connection with the services rendered or the Work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Corporation as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this paragraph "SECOND," but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Corporation to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the

Corporation, then the Corporation shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Corporation, then the Corporation shall have the right to terminate this Agreement upon reasonable prior written notice.

THIRD: This Agreement shall commence on January 1, 2022 (the “Commencement Date”) and shall expire on December 31, 2024, unless terminated sooner as provided for herein.

FOURTH: The Corporation shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

FIFTH: (a) The County, upon ten (10) days’ notice to the Corporation, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Corporation shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination, which shall be prorated in accordance with the budget set forth in Schedule “B.” Upon receipt of notice that the County is terminating this Agreement in its best interests, the Corporation shall stop Work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Corporation shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by the Corporation prior to the date of termination, it is understood and agreed that the Director shall determine the

value of such Work rendered by the Corporation. The Corporation shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Corporation of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Corporation of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Corporation. Without limiting the foregoing, upon written notice to the Corporation, repeated breaches by the Corporation of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SIXTH: To the extent allowed by law and consistent with Westchester Medical Center's policy, the County shall be entitled to copies of all records compiled by the Corporation in completing the Work described in this Agreement, including but not limited to written reports, forms, test results, lab reports, studies, computer printouts, graphs, charts, and all other similar recorded data.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a sub-contractor shall be deemed work performed by the Corporation.

EIGHTH: The Corporation shall comply with all rules, regulations and licensing requirements pertaining to the services that it will provide under this Agreement.

NINTH: The Corporation 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.

TENTH: The Corporation agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “C,” entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule “C,”

the Corporation shall defend, indemnify and hold harmless the County, 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 Corporation or third parties under the direction or control of the Corporation.

The County shall defend, indemnify and hold harmless the Corporation, 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 County or third parties under the direction or control of the County.

ELEVENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Office for Women
112 East Post Road, Room 110B
White Plains, New York 10601

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Corporation:

Kara Bennorth
Executive Vice President & Chief Administrative Officer
WMCHHealth
100 Woods Road
Valhalla, New York, 10595

with a copy to:

Office of Legal Affairs
Westchester County Health Care Corporation
Taylor Pavilion, C-2
100 Woods Road
Valhalla, New York 10595

TWELFTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule “D” is a Questionnaire entitled Business Enterprises Owned and Controlled by Women or Persons of Color. The Corporation agrees to complete the questionnaire attached hereto as Schedule “D,” as part of this Agreement.

Also, attached hereto and forming a part hereof as Schedule “E” is a questionnaire entitled “Required Disclosure of Relationships to County.” The Corporation agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, the Corporation agrees to notify County in writing within ten (10) business days of such event.

THIRTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

FOURTEENTH: In the event of a conflict between the terms of this Agreement and the provisions of any Schedule attached hereto, the terms of this Agreement shall control.

FIFTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney and the Office of General Counsel to the Corporation.

SIXTEENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

SEVENTEENTH: The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, the Contractor agrees to complete the questionnaire entitled "Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans", attached hereto as Schedule "F", as part of this Agreement.

EIGHTEENTH: **VENDOR DIRECT PAYMENT**: All payments made by the County to the Contractor will be made by electronic funds transfer pursuant to the County's Vendor Direct program. The Contractor acknowledges that it is already enrolled in the County's Vendor Direct Program and agrees that if there are changes to the information contained in the authorization forms it will notify the Westchester County Finance Department directly.

[NO FURTHER TEXT/SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, The County of Westchester and the Corporation have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Kenneth W. Jenkins
Acting County Executive

WESTCHESTER COUNTY HEALTH CARE CORPORATION

By: _____
Name:
Title:

Approved by the Westchester County Board of Legislators by Act No. ____-2022 on the ____ day of _____, 2022.

Approved by the Westchester County Board of Acquisition and Contract on the ____ day of _____, 2022.

Approved:

Sr. Assistant County Attorney
The County of Westchester
S. Con JPC/CXX OF W. CHCC FACT 2022-24

ACKNOWLEDGMENT

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

SCHEDULE “A”
PROGRAM DESCRIPTION

The Corporation shall operate its Forensic Acute Care Team (“FACT”) Program and provide services to children/adolescents and adults at the Valhalla Campus of Westchester Medical Center (“WMC”).

The Corporation shall provide state-of-the-art, patient-centered forensic medical care to patients presenting with concerns for sexual abuse/assault who reside in Westchester County, or report assault/abuse that occurred within Westchester County.

Such services include:

- Responding within one hour to Westchester Medical Center
- Conducting those elements of the forensic medical assessment that the patient opts to have, including:
 - obtaining medical history and brief history of the assault and type(s) of contact (for the purposes of diagnosis and treatment)
 - evidence collection
 - colposcopic and/or photo documentation of external genitalia when applicable
 - photo documentation of non-genital skin findings
 - completion of required documentation
 - completion of the Forensic Rape Examination (FRE) form
 - discussion of prophylactic medications with Attending Physician Facilitating age and situation appropriate follow up plans

The Corporation will also provide consultation and testimony when applicable for the Westchester County District Attorney’s Office for cases involving criminal activities reported to have occurred in Westchester County whereby there was either no forensic assessment, or the patient/victim had services elsewhere.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE “B”
SCOPE OF SERVICES AND APPROVED BUDGET

The Corporation shall respond to 100% of patients presenting to WMC with concerns for sexual abuse and/or sexual assault in accordance with the standards described in SCHEDULE “A.” It is anticipated that 250 patients will be served on an annual basis during the contract term.

The Corporation shall provide trainings to four hospitals on methods for patient transfer to WMC, when appropriate, on an annual basis during the contract term.

The Corporation shall provide the aforementioned services through a physician coordinator, a nurse coordinator and on-call providers (identified in the budget below).

[NO FURTHER TEXT ON THIS PAGE]

DRAFT

OFWWMCA322 WEST. COUNTY HEALTH CARE CORPORATION – FACT PROGRAM

Westchester County Health Care Corporation			
Forensic Acute Care Team (FACT) Program			
1/1/2022 - 12/31/2022			
<u>Personnel</u>			2022
Name	Position		Budget
Variable On-Call Staff	On-Call 0-Adult 24/7 (Single Coverage)		
	Monday thru Friday	Up to 3,120 hours @ \$8.00/hour	\$24,960.00
	Nights	Up to 3,120 hours @ \$12.00/hour	\$37,440.00
	Weekends (Sat & Sun)	Up to 2,496 hours @ \$15.00/hour	\$37,440.00
	Holidays	Up to 288 hours @ \$20.00/hour	\$5,760.00
	Meeting/Educational Time	Up to 32.5 hours @ \$60.00/hour	\$1,925.00
Subtotal Salaries			\$107,525.00
Subtotal Fringe			\$0.00
Total Personnel			\$107,525.00
<u>OTPS (Other than Personnel Services)</u>			
Equipment			-
Supplies			
Rent			
Utilities			
Telecommunications			
Maintenance			
Travel			
Miscellaneous			
Total OTPS			-
Total Consulting Services			-
Total Budget			\$107,525.00

OFWWMCA322 WEST. COUNTY HEALTH CARE CORPORATION – FACT PROGRAM

Westchester County Health Care Corporation			
Forensic Acute Care Team (FACT) Program			
1/1/2023 - 12/31/2023			
Personnel			2023
Name	Position		Budget
Variable On-Call Staff	On-Call O-Adult 24/7 (Single Coverage)		
	Monday thru Friday	Up to 3,120 hours @ \$8.00/hour	\$24,960.00
	Nights	Up to 3,120 hours @ \$12.00/hour	\$37,440.00
	Weekends (Sat & Sun)	Up to 2,496 hours @ \$15.00/hour	\$37,440.00
	Holidays	Up to 288 hours @ \$20.00/hour	\$5,760.00
	Meeting/Educational Time	Up to 32.5 hours @ \$60.00/hour	\$1,925.00
Subtotal Salaries			\$107,525.00
Subtotal Fringe			\$0.00
Total Personnel			\$107,525.00
<u>OTPS (Other than Personnel Services)</u>			
Equipment			-
Supplies			
Rent			
Utilities			
Telecommunications			
Maintenance			
Travel			
Miscellaneous			
Total OTPS			-
Total Consulting Services			-
Total Budget			\$107,525.00

OFWWMCA322 WEST. COUNTY HEALTH CARE CORPORATION – FACT PROGRAM

Westchester County Health Care Corporation		
Forensic Acute Care Team (FACT) Program		
1/1/2024 - 12/31/2024		
Personnel		2024
Name	Position	Budget
Variable On-Call Staff	On-Call 0-Adult 24/7 (Single Coverage)	
	Monday thru Friday	Up to 3,120 hours @ \$8.00/hour
	Nights	Up to 3,120 hours @ \$12.00/hour
	Weekends (Sat & Sun)	Up to 2,496 hours @ \$15.00/hour
	Holidays	Up to 288 hours @ \$20.00/hour
	Meeting/Educational Time	Up to 32.5 hours @ \$60.00/hour
Subtotal Salaries		\$107,525.00
Subtotal Fringe		\$0.00
Total Personnel		\$107,525.00
<u>OTPS (Other than Personnel Services)</u>		
Equipment		-
Supplies		
Rent		
Utilities		
Telecommunications		
Maintenance		
Travel		
Miscellaneous		
Total OTPS		-
Total Consulting Services		-
Total Budget		\$107,525.00

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Consultant)

1. Prior to commencing work, and throughout the term of the Agreement, the Consultant shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Consultant shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Consultant and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Consultant shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Consultant's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Consultant maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Consultant shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) a) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages::

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

- e) Consultant's Professional Liability. The Consultant shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

3. All policies of the Consultant shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Consultant.

DRAFT

SCHEDULE "D"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "E"

Contract #: _____

Name of Contractor: _____

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County contractor must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

Signature: _____

Name: _____

Title: _____

Date: _____

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE "F"
For Informational Purposes Only
QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

_____ No
_____ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

_____ No
_____ Yes

If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing Questionnaire: _____

Signature: _____

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

Notary Public
Date:

George Latimer
County Executive

June 17, 2022

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

Honorable Members:

Transmitted herewith for your review and approval are two (2) Acts which, if adopted, would authorize the County of Westchester ("County"), acting by and through the Department of Health ("Department"), to enter into two (2) agreements with the Westchester County Health Care Corporation ("WCHCC"), each having a five (5) year term commencing January 1, 2022 and expiring December 31, 2026.

The proposed agreements represent the continuation of a contractual relationship between the County and the WCHCC, noting that the two prior agreements expired on December 31, 2021.

The provisions of the two (2) new agreements are summarized below.

The first Act will authorize the County to refer to WCHCC the Department's suspected late stage syphilis patients for diagnosis by lumbar puncture. The County will pay WCHCC on a per patient basis at no more than the current Medicaid rate for any County referred patients who do not have medical insurance to pay WCHCC for the cost of its medical services rendered by it to such patients. The total aggregate amount to be paid by the County to WCHCC under the agreement shall not exceed Six Thousand (\$6,000.00) Dollars. The County shall be partially reimbursed by New York State for its expenditures under this agreement.

The agreement will require WCHCC to use any monies paid by the County to WCHCC under the agreement to pay WCHCC's costs for providing the above "diagnosis by lumbar puncture" services (including but not limited to staff salaries) and will also require WCHCC, upon the County's written request, to provide a semi-annual accounting to verify that the funds were spent in this manner.

The second Act will authorize the County to refer Department patients in need of medical services and treatment, including emergency room services, to WCHCC. This agreement does not involve the payment of funds by the County to WCHCC; instead WCHCC will accept payment from the patient, from insurance, and from Medicaid or Medicare as applicable. The agreement will be non-exclusive and similar to the agreements that the County enters into with other hospitals.

As your Honorable Board may recall, Section 3307(4) of the New York Public Authorities Law requires the approval of the Board of Legislators and Board of Acquisition and Contract for the aforementioned two agreements.

The Planning Department has advised that based on its review, the proposed agreements described above do not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. 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.

The Commissioner of the Department of Health has approved the material terms of the aforementioned two agreements and determined that the amounts specified are fair and reasonable. Based upon the foregoing, I recommend your favorable action on the proposed Acts.

Sincerely,



George Latimer
County Executive

GL/SA/DC/jpg
attachments

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

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board authorize the County of Westchester (“County”) to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) for a term commencing January 1, 2022 and terminating December 31, 2026, whereby the County, acting by and through the Department of Health, shall refer suspected late stage syphilis patients to WCHCC for diagnosis by lumbar puncture. The County shall pay WCHCC on a per patient basis at no more than the current Medicaid rate for any County referred patients who do not have medical insurance to pay WCHCC for the cost of its medical services rendered by it to such patients. The total aggregate amount to be paid by the County to WCHCC under the agreement shall not exceed Six Thousand (\$6,000.00) Dollars. The County shall be partially reimbursed by New York State for its expenditures under this agreement.

WCHCC shall use the monies paid by the County under the agreement to pay WCHCC’s costs for providing the above “diagnosis by lumbar puncture” services (including but not limited to staff salaries). WCHCC shall provide a semi-annual accounting to the Commissioner of the Department of Health upon the County’s written request to WCHCC to verify that the funds were spent in this manner. The prior agreement for these services expired on December 31, 2021.

As your Honorable Board is aware, 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. 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 based on its review, the proposed agreement does not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. 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.

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

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

C:JPG/06/08/22

FISCAL IMPACT STATEMENT

SUBJECT: SYPHILIS DIAGNOSIS VIA LUMBAR 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 \$ -

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

Additional Appropriations Other (explain)

Identify Accounts: Fund: 101; Dept. 27; Unit: 0010; SubUnit: 5250;

Object/SubObject: 4380-65; Function: HSSN

Potential Related Operating Budget Expenses: Annual Amount \$1,200

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$430

Describe: State Aid

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

Current Year: _____

Anticipated expenditures of \$1,200 per year for the five (5) year contract period of ... cont'd

Next Four Years: _____

... 01/01/22 through 12/31/26 with anticipated State Aid revenue of \$430 (36%) per year

Prepared by: Joseph Mathews *JM*

Title: Director of Fiscal Operations *6/6/22*

Department: Health

Date: June 6, 2022

Reviewed By: *[Signature]*

Budget Director

Date: 6/14/22

ACT NO. 2022 - _____

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing January 1, 2022 and terminating December 31, 2026, whereby the County will refer suspected late stage syphilis patients for diagnosis by lumbar puncture.

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

Section 1. The County of Westchester (“County”) is hereby authorized to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”), for a term commencing January 1, 2022 and terminating December 31, 2026, whereby the County shall refer suspected late stage syphilis patients to WCHCC for diagnosis by lumbar puncture. The County shall pay WCHCC on a per patient basis at no more than the current Medicaid rate for any County referred late state syphilis patients who do not have medical insurance to pay WCHCC for the cost of its medical services rendered by it to such patients. The total aggregate amount to be paid by the County to WCHCC under this agreement shall not exceed Six Thousand (\$6,000.00) Dollars. The County shall be partially reimbursed by New York State for its expenditures under this agreement.

§2. WCHCC shall use the monies paid by the County under the agreement to pay WCHCC’s costs for providing the above “diagnosis by lumbar puncture” services (including but not limited to staff salaries). WCHCC shall provide, upon the County’s written request, a semi-annual accounting to the Commissioner of the Department of Health to verify that the funds were spent in this manner.

§3. 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.

§4. This Act shall take effect immediately.

THIS AGREEMENT, made the ____ day of _____, 2022 by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereinafter referred to as the "County"),

and

WESTCHESTER COUNTY HEALTH CARE CORPORATION, a public benefit corporation of the State of New York, having an office and principal place of business at Executive Offices, Taylor Pavillion, 100 Woods Road, Valhalla, New York 10595, (hereinafter referred to as the "Corporation")

WITNESSETH:

WHEREAS, the County, through its Department of Health ("Department"), desires to establish a working relationship with the Corporation to obtain services whereby the County will refer its Department's patients for late stage syphilis diagnosis by lumbar puncture which the County is unable to provide; and

WHEREAS, the Corporation desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: In accordance with applicable laws and Corporation policies, and to the extent Corporation's medical staff determines services are medically appropriate and Corporation has available resources, Corporation shall furnish the services to Department of Health patients referred by the County for late stage syphilis diagnosis by lumbar puncture in accordance with Schedule "A", which is attached hereto and made a part hereof.

SECOND: For patients referred by County who have medical insurance which covers the services provide by Corporation pursuant to Paragraph "FIRST", Corporation will first seek

payment for such services from the patient's medical insurance provider. For those patients referred by County who do not have medical insurance covering the services rendered pursuant to Paragraph "FIRST", the Corporation shall be paid by County on a per patient basis at the than the current Medicaid rate. The total amount payable pursuant to this Agreement shall not exceed Six Thousand Dollars (\$6,000.00) per Term ("Cap"). County shall immediately cease referring patients to Corporation in the event this Cap is obtained and Corporation will have no obligation to accept referrals from County once the Cap is obtained.

Any and all requests for payment made by the Corporation, including any request for partial payment made in proportion to the work completed, shall be submitted by the Corporation on properly executed payment vouchers of the County and shall be submitted on a monthly basis paid only after approval by the Commissioner of the County Department of Health or his duly authorized designee (the "Commissioner"), which approval shall not be unreasonably withheld. In no event shall final payment be made to the Corporation prior to completion of all professional services, the submission of reports, if any, and the approval of same by the Commissioner.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize sequential numbering and be non-repeating.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Corporation for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Corporation as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this paragraph "SECOND", but the County shall not be restricted from withholding

payment for cause found in the course of such audit or because of failure of the Corporation to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. County shall not seek services from Corporation for which funds have not been appropriated and made available. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Corporation, then the Corporation shall have the right to terminate this Agreement immediately upon written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an

analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Corporation, then the Corporation shall have the right to terminate this Agreement upon reasonable prior written notice.

The Corporation shall use the monies paid by the County under this Agreement to pay the Corporation's costs for providing the health care services required under paragraph "FIRST" of this Agreement (including but not limited to staff salaries). Upon County's written request, the Corporation shall provide the Commissioner with a semi-annual accounting to verify that the money has been spent in this manner, unless services are being denied, in which case the County may cease payment until an accounting is provided. In addition, the County, if it desires an accounting on a more frequent basis, may have access to the relevant books and records of the Corporation upon reasonable notice in order to conduct its own audit of such payment and expenses, provided that the same is done at the County's sole cost and expense.

THIRD: The term of this Agreement ("Term") shall commence on January 1, 2022 and shall expire on December 31, 2026.

The Corporation shall properly maintain medical records relative to the services rendered for which compensation is to be paid by the County pursuant to the terms of this Agreement, which shall include, but not be limited to, the following:

1. Date
2. Names of employees rendering service
3. Nature of service rendered
4. Required time expended.

FOURTH: The Corporation shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

FIFTH: (a) Either party may cancel this Agreement with or without cause and without liability upon thirty (30) days prior written notice.

(b) In the event the Corporation shall lose its accreditation, operating certificate, or licensure, it shall immediately notify the County of that fact in writing. In such event, the County may, upon written notice, terminate this Agreement immediately and the requirements of providing thirty (30) days written notice shall not apply.

SIXTH: To the extent allowed under law, including receipt of any required patient authorizations, the County shall be entitled to copies of all records compiled by the Corporation in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data.

SEVENTH: All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a sub-contractor shall be deemed work performed by the Corporation.

EIGHTH: The Corporation shall comply with all rules, regulations and licensing requirements pertaining to the services that it will provide under this Agreement.

NINTH: a. The parties shall comply with all applicable laws, rules and regulations pertaining to confidential information. The Corporation, its officers, agents and employees and subcontractors shall treat all client/patient information, which is obtained by it through its performance under this Agreement, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

b. All referrals will be sent with a release of records request, completed by the patient, to the Corporation to report back to the County following evaluation, as well as insurance/payor documentation.

c. The provisions contained in this paragraph "NINTH" shall survive the expiration or termination of this Agreement.

TENTH: The Corporation expressly agrees that neither it nor any 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 Corporation acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

ELEVENTH: To the extent allowed under law, the Corporation agrees that:

(a) The Corporation shall defend, indemnify and hold harmless the County, 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 negligent acts or omissions hereunder by the Corporation or third parties under the direction or control of the Corporation.

(b) The County shall defend, indemnify and hold harmless the Corporation, 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 negligent acts or omissions hereunder by the County or third parties under the direction or control of the County.

TWELETH: The Corporation and the County agree that the Corporation and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Corporation covenants and agrees that neither the Corporation nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

THIRTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner, Department of Health
10 County Center Road, 2nd Floor
White Plains, New York 10607

with a copy to:

County Attorney
County of Westchester
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Corporation:

Westchester County Health Care Corporation
Executive Offices, Taylor Pavilion
100 Woods Road
Valhalla, New York 10595
Attn: Dr. David Markenson
Medical Director, Disaster Medicine and Regional Emergency Services

with a copy to:

Office of Legal Affairs
Westchester County Health Care Corporation
Executive Offices, Taylor Pavilion
100 Woods Road
Valhalla, New York 10595
WMCLegalNotices@WMCHHealth.org

FOURTEENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and

projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "B" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Corporation agrees to complete the questionnaire attached hereto as Schedule "B", as part of this Agreement.

FIFTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

SIXTEENTH: This Agreement shall be executed and may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. 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 any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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.

SEVENTEENTH: Attached hereto and forming a part hereof as Schedule "C" is a questionnaire entitled "Required Disclosure of Relationships to County". The Corporation agrees to complete and sign said questionnaire as part of this Agreement. In the event that any

information provided in the completed questionnaire changes during the term of this Agreement, Corporation agrees to notify County in writing within ten (10) business days of such event.

EIGHTEENTH: VENDOR DIRECT PAYMENT: All payments made by the County to the Consultant will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct program. Consultants doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule “D”. Payments will be automatically credited to the Consultant’s designated bank account at the Consultant’s financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account.

The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Consultant to the Department of Finance prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any Consultant that fails to return the completed authorization form(s) prior to award of the contract may be considered non-responsive and the proposal may be rejected.

NINETEENTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the General Counsel of the Corporation and the Office of the County Attorney.

IN WITNESS WHEREOF, The County of Westchester and the Corporation have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Sherita Amler, M.D.
Commissioner, Department of Health

THE WESTCHESTER COUNTY HEALTH CARE CORPORATION

By: _____
Name: _____
Title: _____

Authorized by the Westchester County Board of Legislators on the _____ day of _____, 20__ by Act No _____.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the _____ day of _____, 20__.

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2022 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

RPL § 309-a; NY CPLR § 4538

SCHEDULE "A"

PROCEDURE FOR REFERRAL OF WESTCHESTER COUNTY DEPARTMENT OF HEALTH (WCDH) PATIENTS FROM SEXUALLY TRANSMITTED DISEASES (STD) CLINICS TO WESTCHESTER MEDICAL CENTER AMBULATORY CARE SERVICES DEPARTMENT/ADULT PRIMARY CARE CENTER (WMC APCC)

1. The clinician in the WCDH STD Clinic will complete the WCDH Referral Form and attach copies of all current laboratory reports when referring a patient from the STD clinic to Westchester Medical Center.
2. A signed Consent of Release of Information from the patient must be included, as well as documentation of payor source (medical insurance or County).
3. The WCDH referring clinician must notify the WMC Adult Primary Care Center (APCC) designee prior to referral and to schedule an appointment, (specific patient demographic information will be included on Referral Form, as available). **The contact phone number for all referrals is (914) 493-7667.**
4. The patient must present to the WMC APCC with the WCDH Referral Form and required documents.
5. WMC APCC will send WCDH a copy of the medical encounter within five (5) business days of the encounter. The medical encounter should be faxed to (914) 995-5343. When available, WMC will bill the patient's medical insurance provider. Otherwise, the WCDH will pay at the then-current Medicaid rate for services rendered. A bill will be forwarded to the WCDH (with copy of referral) to:

Westchester County Department of Health
Financial Administration
10 County Center Road, 2nd Floor
White Plains, New York 10607
6. The WMC APCC clinician will contact the WCDH Director of Communicable Diseases at (914) 813-5180, when deemed appropriate.
7. The WCDH clinician will contact the WMC APCC designee, the Director of Ambulatory Care at (914) 493-8778 or the Managed Care Coordinator at (914) 493-7678, when deemed appropriate at (914) 493-8581.

**WESTCHESTER COUNTY DEPARTMENT OF HEALTH
REFERRAL FORM**

Use typewriter or ballpoint pen • Write firmly on hard surface

REFERRAL REQUEST TO: DATE OF REQUEST

PATIENT NAME: Last, first, middle DATE OF BIRTH

PATIENT ADDRESS: Number & Street, City, State, Zip MALE FEMALE

PARENT/GUARDIAN: Name & Address TELEPHONE #

REFERRED BY: TELEPHONE & EXT.

Name: _____

Address: _____

REASON FOR REFERRAL: (list all pertinent information)

Signature of Referring Physician *Date*

REPORT OF REFERRAL

Findings:

Recommendations:

Signature *Date*

White copy-Return to Health Department
Copy-Patient Records

Yellow copy-Provider of Consultation/Service

Pink

SCHEDULE "B"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

 X No

 Yes

Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

 Women

 Persons of Color (*please check off below all that apply*)

 Black persons having origins in any of the Black African racial groups

 Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

 Native American or Alaskan native persons having origins in any of the original peoples of North America

 Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: Westchester County Healthcare Corporation

Address: 100 Woods Road, Valhalla, New York 10595

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "C"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY
(Prior to execution of a contract by the County, a potential County contractor must complete, sign and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor: Westchester County Health Care Corporation

(To be filled in by Contractor)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes X No _____

If yes, please provide details: Pursuant to Public Officers Law and based on records maintained by WCHCC of outside employment in excess of \$1,000 per annum, WCHCC has no record of any employee that is also an officer or employee of Westchester County. As a Public employer, WCHCC employs over 3300 employees and staff from Westchester County and surrounding areas and many of whom are former County of Westchester employees. Upon information and belief, some WCHCC employees are related by marriage or consanguinity to employees of the County of Westchester.

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County?

Yes _____ No _____ Not Applicable X

If yes, please provide details: WCHCC is a public benefit corporation existing by virtue of the Laws of the State of New York and, as such, is not privately owned.

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a county officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the county or otherwise. For the purpose of this chapter, a county officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the county;
- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the County have an interest in the Contractor or in any subcontractor that will be used for this contract?

Yes _____ No X

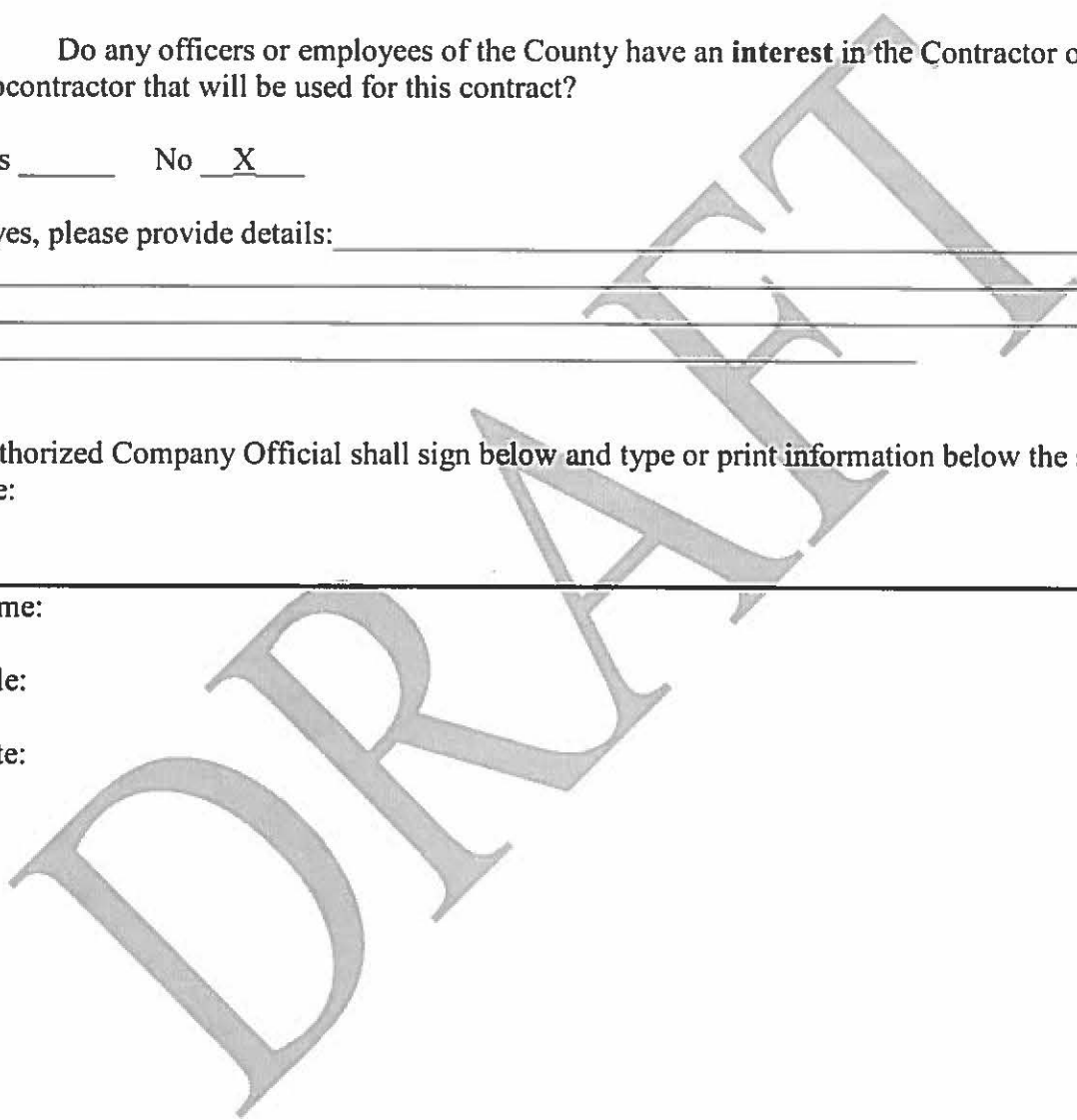
If yes, please provide details: _____

Authorized Company Official shall sign below and type or print information below the signature line:

Name:

Title:

Date:



SCHEDULE "D"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:
(check one)

- New
- Change

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

Section I - Vendor Information

1. Vendor Name:												
2. Taxpayer ID Number or Social Security Number:												
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3. Vendor Primary Address												
4. Contact Person Name:		Contact Person Telephone Number:										
5. Vendor E-Mail Addresses for Remittance Notification:												
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>												
_____ Authorized Signature	_____ Print Name/Title	_____ Date										

Section II - Financial Institution Information

7. Bank Name:												
8. Bank Address:												
9. Routing Transit Number:		10. Account Type: (check one)										
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11. Bank Account Number:		12. Bank Account Title:										
13. Bank Contact Person Name:		Telephone Number:										
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>												
_____ Authorized Signature	_____ Print Name / Title	_____ Date										

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

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Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**

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

Your Committee is in receipt of a communication from the County Executive requesting that your Honorable Board authorize the County of Westchester (“County”) to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) for a term commencing January 1, 2022 and terminating December 31, 2026, whereby the County shall refer Department of Health patients in need of medical services and treatment, including emergency room services, to WCHCC. This agreement does not involve the payment of funds by the County to WCHCC. Instead, WCHCC will accept payment from the patient, from insurance, and from Medicaid or Medicare, as applicable. The agreement will be non-exclusive and is similar to the agreements the County enters into with other hospitals. The prior agreement for these services expired on December 31, 2021.

As your Honorable Board is aware, 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. 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 based on its review, the proposed agreement does not meet the definition of an “action” under the State Environmental Quality Review Act, 6 NYCRR part 617. As such, no environmental review is required. 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.

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

Dated: _____, 2022

White Plains, New York

COMMITTEE ON

C: JPG/06/02/22

FISCAL IMPACT STATEMENT

SUBJECT: BACK-UP MEDICAL SERVICES

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 \$ -

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

Additional Appropriations

Other (explain)

Identify Accounts: AGREEMENT DOES NOT INVOLVE PAYMENT OF FUNDS BETWEEN COUNTY & WCHCC

Potential Related Operating Budget Expenses: Annual Amount \$0

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$0

Describe: _____

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

Current Year: \$0

AGREEMENT DOES NOT INVOLVE PAYMENT OF FUNDS BETWEEN COUNTY & WCHCC

Next Four Years: \$0

Prepared by: Joseph Mathews

Title: Director of Fiscal Operations

Department: Health

Date: June 6, 2022

Reviewed By: 

Budget Director

Date: 6/14/22

ACT NO. 2022 - _____

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for a term commencing January 1, 2022 and terminating December 31, 2026, whereby the County will refer Department of Health patients in need of medical services and treatment, including emergency room services, to the WCHCC.

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

Section 1. The County of Westchester is hereby authorized to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) for a term commencing January 1, 2022 and terminating December 31, 2026, whereby the County will refer Department of Health patients in need of medical services and treatment, including emergency room services, to the WCHCC. This agreement does not involve the payment of funds by the County to the WCHCC.

§2. 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.

§3. This Act shall take effect immediately.

THIS AGREEMENT, made the first day of January, 2022, by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereinafter referred to as the "County")

and

WESTCHESTER COUNTY HEALTH CARE CORPORATION, a public benefit corporation of the State of New York, having an office and principal place of business at Executive Offices, Taylor Pavilion, 100 Woods Road, Valhalla, New York 10595, (hereinafter referred to as the "Corporation"), the operator of Westchester Medical Center ("Medical Center").

WITNESSETH:

WHEREAS, the County, through its Department of Health ("Department"), desires to establish a working relationship with the Corporation for the referral of the Department's clinic patients in need of medical services and treatment which the Department is unable to provide; and

WHEREAS, the Corporation desires to provide such services for the compensation and on the terms provided herein; and

WHEREAS, the County and the Corporation wish to provide for the orderly referral of Department patients and records from one to the other to coordinate the work of the staffs of each in order to improve the quality of medical care available to patients of both.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: A. The County shall make a timely treatment referral of its Department's patients to the Medical Center for evaluation whenever it is believed that a patient of the Department requires medical services and treatment, including, but not limited to, the following:

1. In-patient care
2. Emergency Room care
3. Use of specialty clinics
4. Use of laboratory and X-ray facilities

B. No Department patient shall be referred or brought to the Medical Center by the Department unless the treating Department personnel have notified the appropriate personnel and/or responsible physician at the Medical Center, submitted a completed WCDH Referral Form and received approval to refer the patient to the Medical Center.

In order to initiate a referral to the Medical Center, the Department must first contact, as appropriate, the following Medical Center Departments:

Outpatient Clinics 914 493 7667

Adult Emergency Department 914 493 5000

Pediatric Emergency Department 914 493 6001

C. When discharge is planned from the Medical Center to Department, the Corporation will notify the Department so that the Department will be in a position to provide timely after-care. The Corporation will also, upon discharge and subject to receipt of applicable patient consent, provide the Department with information as indicated in paragraphs "FOURTH and SEVENTH", and will send WCDH a copy of the complete medical encounter, including a Discharge Summary, if applicable, within five (5) business days of the encounter. The medical encounter should be faxed to (914) 995-5343.

SECOND: Medical Center has no obligation to Department or County to accept a referred patient. All admissions to the Medical Center shall be in accordance with the Medical Center's admitting policies, as well as with its bylaws, rules and regulations and is contingent on the availability of Medical Center resources.

THIRD: A. The parties agree to assist each other in, and to be available for (and have the appropriate physician and/or health care professionals available for), consultation with regard to the care and treatment of Department's patients who are treated pursuant to this Agreement.

B. Notwithstanding any provisions in this Agreement to the contrary, this Agreement grants no rights to the Department or its personnel to participate in or control the care and treatment provided to a Department patient subsequent to the referral to the Medical Center pursuant to this Agreement, except in cases where the situation represents a public health risk as specified in the New York State or Westchester County Sanitary Code.

C. In the event a Department patient is referred to the Medical Center and the physician or other health care professional responsible for the Department patient's care at the Medical Center is not a member of the Medical Staff at the Medical Center, or is not otherwise permitted to practice at the Medical Center, or if the Medical Center staff is informed that the physician or other health care professional responsible for the Department patient's care at the Medical Center will not continue to manage the Department patient's treatment at the Medical Center, the Medical Center shall assign a physician or other appropriate health care professional to care for the Department Patient at the Medical Center consistent with its policies and procedures.

D. The Department shall provide the necessary personnel to supervise and monitor its patients while at the Medical Center for inpatient or outpatient care as appropriate in the discretion of the Department and in accordance with Medical Center policies and procedures. If the Department staff is concerned that the Department patient may be dangerous to his or herself or others, not in good control, or pose an elopement risk, appropriate Medical Center staff shall be notified of this by the Department staff immediately upon arrival of the Department's patient so that security procedures may be instituted.

FOURTH: Upon referral of a Department patient from the Department to the Medical Center for treatment, copies of all medical and other information necessary to continue the Department patient's care without interruption will accompany the Department patient or be provided to the Medical Center. Such information shall include copies of the following: a

physician or other health care professional's written "Do Not Resuscitate" order, if applicable; advance directives (e.g. health care proxies, living wills, if available); all relevant laboratory and/or diagnostic reports; the Department patient's last Medication Sheet; history and physical; sociological and psychiatric information; and a WCDH referral or transfer form.

Corporation will endeavor to coordinate patient care and provide Department with patient information, in accordance with applicable laws, patient directives, and Medical Center policies, in a mutually agreeable format.

The Department shall provide registration data prior to scheduling appointments at the Medical Center. The Medical Center shall be responsible for obtaining all required authorizations for treatment, in accordance with Medical Center's policies and practice.

FIFTH: A. The parties shall comply with all applicable laws, rules and regulations pertaining to confidential information. The Corporation, its officers, agents and employees and subcontractors shall treat all client/patient information, which is obtained by it through its performance under this Agreement, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

B. Referrals must be sent with an appropriate release of records request, completed by the patient, authorizing the Corporation to disclose patient's protected health information to the County following evaluation.

C. The provisions contained in this paragraph "FIFTH" shall survive the expiration or termination of this Agreement.

SIXTH: Consistent with Medical Center policies, the Corporation agrees that Department physicians may refer patients for specialized care if appropriate in the physicians professional judgment.

SEVENTH: The Corporation agrees that Department patients, on written request from the Department physicians, will have access to the following services, either on an appointment or emergency basis to the same extent as any other Medical Center patient:

1. Radiology services
2. Laboratory services
3. Such other ambulatory services as may be necessary

In the event of a Communicable Disease emergency, or under other circumstances in which immediate action is required pursuant to law, the Medical Center staff will telephone the findings to the Department, in accordance with applicable rules and regulations. The Department physicians may consult with Medical Center staff in the above services to review X-rays and results of other tests, in accordance with applicable rules, regulations and Medical Center's policies. In addition, Medical Center will send the WCDH a copy of the complete medical encounter, within five (5) business days of the encounter. The medical encounter should be faxed to (914) 995-5343.

EIGHTH: The Department physicians may determine that a patient has an acute condition requiring immediate follow-up treatment, at times when the Department is closed. These patients may be instructed to go to the Medical Center's emergency room. Department will advise such referred patients that patients may be solely responsible for payment of medical fees, if any.

NINTH: Patients referred by Department to the Medical Center for admission or outpatient treatment become patients of the Medical Center which will be solely responsible for the patient's care and for securing payment for services rendered to the patient at the Medical Center. Neither party assumes responsibility for payment of patient care provided by the other party. This Agreement does not involve the payment of funds between the County and the Corporation. All appropriate information available regarding third-party payors or other parties financially responsible for the Department patient care will be forwarded by the Department at the time Department's patients are referred to the Medical Center for treatment.

TENTH: The term of this Agreement (“Term”) shall commence on January 1, 2022 and shall expire on December 31, 2026.

ELEVENTH: The parties hereto acknowledge and agree that no relationship of principal and agent, joint venture or partnership is created or intended to be created hereby. Each facility shall be exclusively responsible for and in control of its policies, procedures, management, assets and obligations. Neither facility will, by reason of this Agreement, assume any liability for the actions or obligations of the other.

TWELFTH: (a) Either party may cancel this Agreement with or without cause and without liability upon thirty (30) days prior written notice.

(b) In the event the Corporation shall lose its accreditation, operating certificate, or licensure then either party may terminate this Agreement immediately.

THIRTEENTH: The Corporation shall comply with all federal, state and local statutes, rules, regulations and licensing requirements applicable to the services that it will provide under this Agreement.

FOURTEENTH: Both parties each expressly agree that neither it nor any 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 Corporation acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

FIFTEENTH: The parties agree that, to the extent allowed under law:

(a). The County shall defend, indemnify and hold harmless the Corporation, 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 County or third parties under the direction or control of the County.

(b). The Corporation shall defend, indemnify and hold harmless the County, 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 Corporation or third parties under the direction or control of the Corporation.

SIXTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt:

To the County:
Commissioner
Department of Health
10 County Center Road, 2nd Floor
White Plains, NY 10607

with a copy to:
County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Corporation:

Westchester County Health Care Corporation
Executive Offices, Taylor Pavilion, C-2
100 Woods Road
Valhalla, New York 10595
Attn: Dr. David Markenson
Medical Director, Disaster Medicine and Regional Emergency Services

with a copy to:

Office of Legal Affairs
Westchester County Health Care Corporation
Executive Offices, Taylor Pavilion, C-2
100 Woods Road
Valhalla, New York 10595
WMCLegalNotices@WMCHHealth.org

SEVENTEENTH: Neither party shall assign, or otherwise dispose of this Agreement, or any right, or interest herein, without the previous written consent of the other.

EIGHTEENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "A" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Corporation agrees to complete the questionnaire attached hereto as Schedule "A", as part of this Agreement.

NINETEENTH: The Corporation recognizes that this Agreement does not grant the Corporation exclusive referrals from the County and that the County may enter into similar agreements with other contractors on an "as needed" basis.

TWENTIETH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

TWENTY-FIRST: This Agreement shall be executed in triplicate and may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. 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 any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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.

TWENTY-SECOND: Attached hereto and forming a part hereof as Schedule "B" is a questionnaire entitled "Required Disclosure of Relationships to County". The Corporation agrees to complete and sign said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, the Corporation agrees to notify County in writing within ten (10) business days of such event.

TWENTY-THIRD: This Agreement shall not be enforceable until signed by both parties and approved by the Office of Legal Affairs of the Corporation and the Office of the County Attorney.

[NO ADDITIONAL TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Sherita Amler, M.D.
Commissioner, Department of Health

WESTCHESTER COUNTY HEALTH CARE CORPORATION

By: _____
(Name)

(Title)

Authorized by the Board of Legislators of the County of Westchester by Act No. _____ on the _____ day of _____, 20__

Authorized by the Board of Acquisition and Contract of the County of Westchester on the _____ day of _____, 20__.

Approved as to form and manner of execution:

Sr. Assistant County Attorney
The County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

DRAFT

RPL § 309-a; NY CPLR § 4538

SCHEDULE "A"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

No

Yes

Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

Women

Persons of Color (*please check off below all that apply*)

Black persons having origins in any of the Black African racial groups

Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

Native American or Alaskan native persons having origins in any of the original peoples of North America

Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: Westchester County Health Care Corporation

Address: 100 Woods Road, Valhalla, NY 10595

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "B"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY
(Prior to execution of a contract by the County, a potential County contractor must complete, sign and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor: Westchester County Health Care Corporation

(To be filled in by Contractor)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes X No _____

If yes, please provide details: Pursuant to Public Officers Law and based on records maintained by WCHCC of outside employment in excess of \$1,000 per annum, WCHCC has no record of any employee that is also an officer or employee of Westchester County. As a public employer, WCHCC employs over 3300 employees and staff from Westchester County and surrounding areas and many of whom are former County of Westchester employees. Upon information and belief, some WCHCC employees are related by marriage or consanguinity to employees of the County of Westchester.

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County?

Yes _____ No _____ Not Applicable X

If yes, please provide details: WCHCC is a public benefit corporation existing by virtue of the Laws of the State of New York and, as such, is not privately owned.

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a county officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the county or otherwise. For the purpose of this chapter, a county officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the county;
- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the County have an **interest** in the Contractor or in any subcontractor that will be used for this contract?

Yes _____ No X _____

If yes, please provide details:

Authorized Company Official shall sign below and type or print information below the signature line:

Name:

Title:

Date: