

**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**

# 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: [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 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

## 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.

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*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: