

Health Meeting Agenda



Committee Chair: Jewel Williams-Johnson

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

Monday, September 19, 2022

10:00 AM

Committee Room

CALL TO ORDER

Joint with the Committee on Budget & Appropriations

Please note: This meeting will be held in person at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 in the McPoland Conference Room # 824 and also remotely via WebEx. Legislators may participate in person or via video conferencing through WebEx. Members of the public are invited to attend the meeting in person at any of its locations or view it online at the Westchester Legislators website: <https://westchestercountyny.legistar.com/Calendar.aspx> this website also has links to the Agenda Packets containing documents to be discussed at the meeting.

MINUTES APPROVAL

I. ITEMS FOR DISCUSSION

II. OTHER BUSINESS

1. [2022-479](#) **ACT-WCHCC-Medical Surveillance Program**

AN ACT authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for the term commencing January 1, 2022 through December 31, 2026, to provide medical examinations and monitoring services for the employees of the Department of Health's Occupational and Environmental Health Unit who may be exposed to hazardous substances or health hazards.

COMMITTEE REFERRAL: COMMITTEES ON BUDGET & APPROPRIATIONS AND HEALTH

Guest:

Dr. Sherlita Amler, Commissioner
Department of Health

III. RECEIVE & FILE

ADJOURNMENT

September 9, 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 –
Medical Surveillance Program.**

This will confirm my request that the Board of Legislators allow submission of the referenced communication to be submitted to the Board of Legislators September 12, 2022 Agenda.

Transmitted herewith for your review and approval is an Act which, if adopted by your Honorable Board, would authorize the County to enter into an agreement with the Westchester County Health Care Corporation to provide a medical surveillance program.

Therefore, since this communication is of the utmost importance, it is respectfully submitted that the County Board of Legislators accepts this submission for September 12, 2022 “blue sheet” calendar.

Thank you for your prompt attention to this matter.



George Latimer
County Executive

September 9, 2022

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

Honorable Members:

Transmitted herewith for your review and approval is an Act authorizing the County of Westchester ("County"), acting by and through the Department of Health ("Department"), to enter into an agreement with the Westchester County Health Care Corporation ("WCHCC"), pursuant to the Occupational Safety and Health Act of 1970 ("OSHA") and 29 CFR 1910.120, to provide a medical surveillance program for certain employees in the Department's Occupational and Environmental Health Unit who may be exposed to hazardous substances or health hazards for a five-year term commencing January 1, 2022 and expiring December 31, 2026.

The proposed agreement represents the continuation of a contractual relationship between the County and the WCHCC, noting that the prior agreement expired on December 31, 2021. The Department has advised that the County and WCHCC have been engaged in negotiations to finalize the terms of the proposed new agreement. Authority is requested to continue the medical surveillance program for certain employees in the Department's Occupational and Environmental Health Unit who may be exposed to hazardous substances or health hazards. For the term of the proposed agreement the County will pay WCHCC at the rates set forth in Schedule "A," attached to the Act submitted herewith. The total aggregate amount to be paid by the County to WCHCC pursuant to this agreement will not exceed One Hundred Ten Thousand (\$110,000.00) Dollars.

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 this agreement.

The Department of Planning has advised that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act ("SEQRA") Regulations, the proposed agreement does not meet the definition of an "action" and therefore, no further 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 this agreement and determined that the amounts to be paid are fair and reasonable. Based upon the foregoing, I recommend your favorable action on the proposed Act.

Sincerely,



George Latimer
County Executive

GL/DC/DI
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 (the “County”), acting by and through its Department of Health (the “Department”) to enter into an agreement with the Westchester County Health Care Corporation (“WCHCC”) pursuant to the Occupational Safety and Health Act of 1970 (“OSHA”) and 29 CFR 1910.120, to establish a medical surveillance program for certain employees in the Department’s Occupational and Environmental Health Unit who may be exposed to hazardous substances or health hazards (the “Agreement”). The Agreement commences on January 1, 2022 and will expire on December 31, 2026. The County will pay WCHCC a not to exceed amount of One Hundred Ten Thousand (\$110,000.00) Dollars, payable at the rates set forth in Schedule "A," attached to the Act submitted herewith. The current agreement for these services expired on December 31, 2021.

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.

As you know, 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 Department of Planning has advised that pursuant to 6 NYCRR 617.2(b) of the New York State Environmental Quality Review Act (“SEQRA”) Regulations, the proposed Agreement does not meet the definition of an “action” and therefore, no further environmental review is required. Therefore, your Honorable Board need take no further action on this matter pursuant to SEQRA. Your Committee concurs in this conclusion. 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.

Dated: _____, 2022
White Plains, New York

COMMITTEE ON

C:DI 8/26/22

FISCAL IMPACT STATEMENT

SUBJECT: WCHCC - OSHA Mandated Medical Mo 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 \$ 22,000

Total Current Year Revenue \$ 7,920

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

Additional Appropriations

Other (explain)

Identify Accounts: Fund: 101 Dept: 27 Unit: 0010 Subunit: 8740 Object/Subobject: 4380-52

Potential Related Operating Budget Expenses: Annual Amount \$22,000 (FY 2022)

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$7,920 (FY 2022)

Describe: State Aid

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

Current Year: Starting FY 2022, anticipated expenditures of \$22,000/year w/ anticipated State

Aid revenue of \$7,920 (State Aid revenue 36% per year)

Next Four Years: For FY 2023, anticipated expenditures of \$22,000/year w/ anticipated State

Aid revenue of \$7,920 (State Aid revenue 36% per year)

For FY 2024; 2025; 2026, anticipated expenditures of \$22,000/each FY w/ anticipated State

Aid revenue of \$7,920 each FY (State Aid revenue 36% per year) respectively

Prepared by: Joseph Mathews 

Title: Director of Fiscal Operations

Department: Health

Date: _____

Reviewed By: 

MM

Budget Director

Date: 9/9/22

ACT NO. __ – 2022

An Act authorizing the County of Westchester to enter into an agreement with the Westchester County Health Care Corporation for the term commencing January 1, 2022 through December 31, 2026, to provide medical examinations and monitoring services for the employees of the Department of Health's Occupational and Environmental Health Unit who may be exposed to hazardous substances or health hazards.

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

Section 1. The County of Westchester ("County"), acting by and through its Department of Health (the "Department"), is hereby authorized to enter into an agreement with the Westchester County Health Care Corporation ("WCHCC") pursuant to the Occupational Safety and Health Act of 1970 ("OSHA") and 29 CFR 1910.120, to establish a medical surveillance program for certain employees in the Department's Occupational and Environmental Health Unit who may be exposed to hazardous substances or health hazards (the "Agreement").

§2. The Agreement is for the term commencing January 1, 2022 through December 31, 2026 in an amount not to exceed One Hundred Ten Thousand (\$110,000.00) Dollars, payable by the County to WHCC at the rates set forth in Schedule "A" attached hereto.

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

§4. This Act shall take effect immediately.

**SCHEDULE A
OCCUPATIONAL HEALTH CENTER
SCHEDULE OF SERVICES AND FEES**

| SERVICE | COST | CODE | Check Services |
|--|----------|--------|----------------|
| PHYSICAL EXAM & HISTORY | \$100.00 | PE 1 | |
| DOT EXAMINATION AND HISTORY | \$115.00 | PE-2 | |
| PRE-PLACEMENT ASSESSMENT: HISTORY, PHYSICAL, CBC, SMAC, US (DIPSTICK) LAB REVIEW AND REFERRAL AS INDICATED | \$150.00 | PE-3 | |
| PRE-PLACEMENT ASSESSMENT: HISTORY, PHYSICAL, CBC, SMAC, US (DIPSTICK) LAB REVIEW AND REFERRAL AS INDICATED, ALSO, HBsAb, HBsAg, RUBELLA, VARICELLA, MUMPS, RUBEOLA TITERS, PPD, PLACEMENT/INTERPRETATION, LAB REVIEW AND REFERRAL AS INDICATED | \$310.00 | PE-4 | |
| PRE-PLACEMENT ASSESSMENT DAY 2 | N/C | PE - C | |
| ANNUAL HEALTH ASSESSMENT: CBC, SMAC, UA (DIPSTICK), PPD PLACEMENT/ INTERPRETATION LAB REVIEW AND REFERRAL AS INDICATED | \$175.00 | AA-1 | |
| ANNUAL HEALTH ASSESSMENT: PPD, PLACEMENT/INTERPRETATION LAB REVIEW AND REFERRAL AS INDICATED | \$100.00 | AA-2 | |
| ANNUAL HEALTH ASSESSMENT DAY 2 | N/C | AA - C | |
| EXECUTIVE PHYSICAL/HISTORY AND HEALTH RISK APPRAISAL | \$350.00 | PE-5 | |
| ASBESTOS QUESTIONNAIRE PHYSICAL EXAM & HISTORY | \$125.00 | PE-6 | |
| PPD, PLACEMENT/INTERPRETATION | \$26.00 | VA-1 | |
| CHEST X-RAY PA & LATERAL B READER | \$300.00 | FV-1 | |
| CHEST X-RAY PA & LATERAL | \$105.00 | FV-2 | |
| QUANTIFERON | \$85.00 | VA-19 | |
| HBV: HBsAg/HBsAb BEFORE SERIES (3) HBsAb AFTER SERIES (1) (2) (3) | \$285.00 | VA-2 | |
| HBV: SERIES (3) HBsAb AFTER SERIES (1) (2) (3) | \$200.00 | VA-3 | |
| HBV: BOOSTER SERIES (3) HBsAb AFTER SERIES (1) (2) (3) | \$200.00 | VA-4 | |
| HBV: ONE INJECTION | \$65.00 | VA-19 | |
| SARS-CoV-2 (COVID-19) Diagnostic PCR Test | \$75.00 | LA-42 | |
| SARS-CoV-2 (COVID-19) Antibody Test | \$75.00 | LA-43 | |
| SARS-CoV-2 (COVID-19) Diagnostic NAAT Test | \$100.00 | LA-44 | |
| AUDIOMETRIC HEARING TEST | \$50.00 | FV-3 | |
| AUDIOMETRIC HEARING TEST WITH PE OR AHA | \$35.00 | FV-4 | |
| VISION SCREEN | \$35.00 | FV-5 | |
| | | | |

SCHEDULE A (CONTINUED)

| SERVICE | COST | CODE | Check Services |
|---|----------|-------|----------------|
| VISION SCREEN WITH PE OR AHA | \$30.00 | FV-6 | |
| PULMONARY FUNCTION TEST (SPIROMETRY) | \$50.00 | FV-7 | |
| *** FIT TESTING (RESPIRATORS) (including related required medical clearance services) | \$47.00 | FV-8 | |
| REVIEW OF OSHA RESPIRATOR QUESTIONNAIRE | \$25.00 | FV-9 | |
| RABIES SERIES (3 VACCINES) PRE-EXPOSURE PROPHYLAXIS, QUESTIONNAIRE, COUNSELING | \$525.00 | VA-5 | |
| RABIES VACCINE BOOSTER: POST EXPOSURE PROPHYLAXIS, QUESTIONNAIRE, COUNSELING | \$210.00 | VA-5 | |
| SERUM LEAD | \$25.00 | LA-1 | |
| ZINC PROTOPORPHYRIN (ZPP) | \$35.00 | LA-2 | |
| URINE MERCURY (100 cc COLLECTED) WORKDAY | \$60.00 | LA-3 | |
| BLOOD MERCURY (ACUTE EXPOSURE) | \$125.00 | LA-4 | |
| HEAVY METALS (24 HR URINE) | \$325.00 | LA-5 | |
| RANDOM URINE HEAVY METALS | \$120.00 | LA-6 | |
| ELECTROCARDIOGRAM | \$45.00 | FV-9 | |
| EKG STRESS TEST | \$210.00 | FV-10 | |
| RADIOLOGY OTHER | VARY | FV-11 | |
| INFLUENZA (FLU) VACCINE | \$39.00 | VA-7 | |
| IMMUNE GLOBULIN VACCINE | \$165.00 | VA-8 | |
| MENINGOCOCCAL VACCINE | \$100.00 | VA-9 | |
| MMR VACCINE | \$107.00 | VA-10 | |
| MUMPS VACCINE | \$45.00 | VA-11 | |
| PNEUMOCOCCAL VACCINE | \$45.00 | VA-12 | |
| RUBELLA VACCINE | \$33.00 | VA-13 | |
| RUBEOLA (PER INJECTION) | \$35.00 | VA-14 | |
| TETANUS DIPHTHERIA | \$35.00 | VA-15 | |
| HEPATITIS A (PER INJECTION) | \$135.00 | VA-16 | |
| VARICELLA (CHICKEN POX) (PER INJECTION) | \$162.00 | VA-17 | |
| HEPATITIS IMMUNE GLOBULIN (PER INJECTION) | \$376.00 | VA-18 | |
| BBFEXP-1 NELFANIVIR + LAMIV + ZIDOV (PER DAY) | \$37.84 | BE-1 | |
| BBFEXP-2 TENOFOVIR + LAMIV + ZIDOV (PER DAY) | \$29.56 | BE-2 | |
| BBFEXP-3 TENOFOVIR + COMBIVIER (PER DAY) | \$29.72 | BE-3 | |
| Miscellaneous Training, Education and Assessment (PER HOUR) | \$130.00 | ED-1 | |

*** For any Customer Personnel being fit tested, the following shall apply:

1. OHC shall perform medical clearance services prior to fit testing.
2. Customer must provide a NIOSH-approved N-95 respirator for each Customer Personnel being fit tested. OHC will not fit test to a non-NIOSH-approved N-95 respirator. Customer Personnel will be fit tested for the specific mask (make and model) that is utilized during the fit testing encounter.

SCHEDULE A (CONTINUED)

| SERVICE | COST | CODE | Check Services |
|---|--------------|-------------|-----------------------|
| WORKER COMPENSATION: IF NOT COVERED BY CARRIER EMPLOYER RESPONSIBLE | CHARGES VARY | WC | |
| SMAC 20 | \$40.00 | LA-7 | |
| CBC | \$25.00 | LA-8 | |
| LIPID PROFILE (LDL, HDL, CHOL.) | \$62.00 | LA-9 | |
| SMAC with LIPID PROFILE (LDL, HDL, CHOL.) | \$70.00 | LA-10 | |
| HBsAb Titre | \$77.00 | LA-11 | |
| HBsAg Titre | \$77.00 | LA-12 | |
| HBeAg Titre | \$58.00 | LA-37 | |
| HBeAb Titre | \$58.00 | LA-38 | |
| HCVAAb Titre | \$80.00 | LA-13 | |
| HEMOCCULT (each) | \$10.00 | LA-14 | |
| PROSTATE SPECIFIC ANTIGEN (PSA) | \$50.00 | LA-15 | |
| RUBELLA (GERMAN MEASLES) | \$45.00 | LA-16 | |
| RUBEOLA (MEASLES) | \$45.00 | LA-17 | |
| VARICELLA (CHICKEN POX) | \$50.00 | LA-18 | |
| MUMPS | \$55.00 | LA 39 | |
| MMRV TITER | \$110.00 | LA-41 | |
| HEPATITIS A | \$50.00 | LA-40 | |
| T3 | \$36.00 | LA-19 | |
| T4 | \$36.00 | LA-20 | |
| T3, T4, TSH | \$90.00 | LA-21 | |
| TRIGLYCERIDE | \$28.00 | LA-22 | |
| TSH | \$39.00 | LA-23 | |
| URINE DIPSTICK | \$20.00 | LA-24 | |
| URINALYSIS | \$25.00 | LA-25 | |
| URINALYSIS WITH MICROSCOPIC | \$28.00 | LA-26 | |
| URINE DRUG SCREEN (DOT - NON-DOT) 5 PANEL WITH MRO REVIEW | \$72.00 | LA-27 | |
| URINE DRUG SCREEN (DOT - NON-DOT) 10 PANEL WITH MRO REVIEW | \$90.00 | LA-28 | |
| WHOLE BLOOD PERCHLORELHYLENE | \$103.00 | LA-30 | |
| VDRL | \$30.00 | LA-32 | |
| THROAT C & S | \$39.00 | LA-33 | |
| STOOL OVA & PARASITES | \$40.00 | LA-34 | |
| STOOL C & S | \$40.00 | LA-35 | |
| URINE C & S | \$39.00 | LA-36 | |
| OFF-DUTY EVALUATION | \$100.00 | FV-12 | |
| RETURN TO WORK EVALUATION | \$100.00 | FV-13 | |
| CHART REVIEW | \$50.00 | FV-14 | |
| DUPLICATING: COST PER SHEET | \$0.75 | FC-1 | |

SCHEDULE A (CONTINUED)

| | | | |
|---|-------------|-------|--|
| FORM COMPLETION (FC) INSURANCE COMPANIES | \$100.00 | FC-2 | |
| FC LAWYERS | \$100.00 | FC-3 | |
| FC COURT | \$100.00 | FC-4 | |
| FC SCHOOL | \$50.00 | FC-5 | |
| FC WORK | \$50.00 | FC-6 | |
| CHART OFFSITE STORAGE RETRIEVAL (PER CHART) | \$25.00 | FC-7 | |
| CHART STORAGE ONSITE (FOR INACTIVE EMPLOYEES) (PER CHART/PER YEAR) | \$5.00 | FC-8 | |
| FAXED FORMS: EMERGENCIES ONLY (ADDITIONAL CHARGE) | \$2.00 | FC-9 | |
| Minimal (10 – 20 minutes) | \$66.56 | PE-5 | |
| Focused (20 – 30 minutes) | \$89.44 | PE-6 | |
| Expanded (30 – 45 minutes) | \$140.40 | PE-7 | |
| Comprehensive (45- 60 minutes) | \$168.48 | PE-8 | |
| Complex (1 hour – 1 hour and 30 minutes) | \$224.64 | PE-9 | |
| Data Entry | \$25/hr | | |
| OFFSITE SERVICES: \$75.00 per hour per clinical personnel 7:30 am to 5:00 pm Monday through Friday (in addition to cost for respective service) | \$75.00/hr | PE-10 | |
| OFFSITE SERVICES: \$125.00 per hour per clinical personnel 3:01 pm to 7:29 am Monday through Friday (in addition to cost for service) | \$125.00/hr | PE 11 | |

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 Care Center, C-2, Valhalla, NY 10595,

(hereinafter referred to as the "Corporation")

WITNESSETH:

WHEREAS, the County, acting by and through its Department of Health ("Department"), pursuant to the Occupational Safety and Health Act of 1970 ("OSHA"), and more specifically defined in 29 CFR 1910.120(f)(2)(i)-(iv), is required to establish a medical surveillance program for the employees of the Department's Occupational and Environmental Health Unit, who may be exposed to hazardous substances or health hazards; and

WHEREAS, on _____, 2022 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

WHEREAS, the County desires to enter into an Agreement to provide medical surveillance services for the Department's employees; and

WHEREAS, the Corporation desires to provide such services to the County 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: The Corporation shall furnish medical monitoring and services including annual baseline physical examinations, follow-up examinations and other testing as may be required and as more fully described in Schedule "A" which is attached hereto and made a part hereof. The Corporation shall furnish the medical services identified in Schedule "A" to the employees of the Department's Occupational & Environmental Health Unit, and specifically, those individuals identified in Schedule "Attachment 1" which is attached hereto and made a part hereof. Said examinations and consultations shall be rendered in accordance with Schedule "A." All services shall be provided in accordance with OSHA standards.

SECOND: For the services rendered pursuant to Paragraph "FIRST," the Corporation shall be paid at the rates set forth in Schedule "B". In no event shall the total amount payable hereunder exceed the sum of One Hundred Ten Thousand (\$110,000.00) Dollars for the term of the agreement.

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 not later than the 15th day of the month following the month in which the work was performed by the Corporation and paid only after approval by the Commissioner of Health ("Commissioner") or his 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 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 the County's receipt of funds from the New York State Department of Health to provide employee medical monitoring and surveillance, and that no liability shall be incurred by the County beyond the monies made available from the New York State Department of Health for this Agreement. The Contractor agrees that the County shall not be liable for any of the payments hereunder unless and until the County has received said funds.

If, for any reason, the full amount of the said funds is not paid over or made available to the County by The New York State Department of Health, the County may terminate this Agreement immediately or reduce the amount payable to the Contractor, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Contractor. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

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, 2026, unless terminated sooner as provided for herein.

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: Either party shall have the right to terminate this agreement on ninety (90) days written notice given by the party desiring to cancel and terminate the Agreement, directed

to the other party at the addresses hereinafter set forth and sent by registered mail. 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.

In addition, this Agreement shall terminate in the event that either party is in default in the performance of or compliance with any of the material covenants, terms or conditions of this Agreement, and if the breaching party shall fail to cure such default within thirty (30) days after written notice is served by the non-breaching party specifying such default and the non-breaching party's intent to terminate this Agreement or shall, in the case of a default not susceptible of being cured within such thirty (30) day period, fail to commence to cure the default within such thirty (30) day period and diligently and continuously pursue same to completion. It is the intention of the parties, in connection with a default not susceptible of being cured with due diligence within such thirty (30) day period (subject to Unavoidable Delays as defined in the Cooperation Agreement between the parties dated December 15, 2008), that the time within which the breaching party must cure the same shall be extended for such period as may be necessary to complete the same with all due diligence, provided that the breaching party, within such thirty (30) day period, shall give the non-breaching party notice describing the proposed cure along with an explanation as to why such cure cannot be completed within thirty (30) days, and that the breaching party intends to proceed with due diligence to cure such default, has commenced taking steps to effect such cure, and has provided an anticipated date for completion of the cure.

SIXTH: 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. The Corporation shall not release the information contained in such records without the prior written consent of the Commissioner.

SEVENTH: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Corporation shall not subcontract any part of the work without the written consent of the County. 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 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:

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

with a copy to:

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

To the Corporation:

Chief Executive Officer
Westchester County Health Care Corporation
Executive Offices
Taylor Care Center, C-2
100 Woods Road
Valhalla, New York 10595

with a copy to:

Office of Legal Affairs
Westchester County Health Care Corporation
Taylor Care Center, 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 "C" 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 "C", as part of this Agreement.

Also, attached hereto and forming a part hereof as Schedule "D" 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: **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 "E". 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.

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

THE COUNTY OF WESTCHESTER

By: _____
Sherlita Amler, M.D.
Commissioner

**WESTCHESTER COUNTY HEALTH
CARE CORPORATION**

By: _____

(Name and 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 as to form and manner of execution:

Approved as to form and manner of execution:

Sr. Assistant County Attorney
The County of Westchester

Senior Assistant General Counsel
Westchester County Health Care Corporation

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

DRAFT

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"

SCOPE OF SERVICES

This agreement shall be governed by and construed in accordance with the Occupational Safety and Health Standards of 29 CFR 1910.120. Pursuant to 29 CFR 1910.120(f), a medical surveillance program shall be established by the County of Westchester, acting by and through its Department of Health ("Department"), for the following Department employees:

1. All employees who are or may be exposed to hazardous substances or health hazards at or above the permissible limits or, if there is no permissible exposure limit, above the published exposure levels for these substances, without regard to the use of respirators, for 30 days or more a year;
2. All employees who wear a respirator for 30 days or more a year or as required by § 1910.134;
3. All employees who are injured, become ill or develop signs or symptoms due to possible overexposure involving hazardous substances or health hazards from an emergency response or hazardous waste operation and
4. Members of HAZMAT teams.

A list of employees from the Department of Health Occupational & Environmental Health Unit that are eligible for the medical surveillance program is annexed hereto as Schedule "A1." Pursuant to 29 CFR 1910.120(3), every employee identified in "Attachment 1" shall undergo physical examinations by the Corporation during the following events:

- a. Prior to assignment;
- b. At least once every twelve months unless the attending physician believes a longer interval (not greater than biannually) is appropriate;
- c. At termination of employment or reassignment to an area where the employee would not be covered if the employee has not had an examination within the last six months;
- d. As soon as possible upon notification by an employee that the employee has developed signs or symptoms indicating possible overexposure to hazardous substances or health hazards, or that the employee has been injured or exposed above the permissible exposure limits or published exposure levels in an emergency situation;
- e. At more frequent times, if the examining physician determines that an increased frequency of examination is medically necessary.

Notwithstanding the above, the Corporation shall provide physical examinations for any other event as identified in 29 CFR 1910.120.

The County shall notify the employee that he/she must appear for his/her physical examination and the County shall schedule the examination at the Occupational Health Center by calling (914) 493-8580. The Corporation shall accommodate the employee within thirty (30) days of the request for his/her physical examination unless there is an emergency, in which case the Corporation shall accommodate the employee within fifteen (15) days of said request. Prior to appearing for his/her examination, each employee will be required to complete an Appointment Processing Form, which shall be faxed to the Occupational Health Center at (914) 493-1398. A copy of the Appointment Processing Form is attached hereto as "Attachment 2."

In accordance with 29 CFR 1910.120(f)(4), the Corporation shall provide the following services:

I. MEDICAL SURVEILLANCE -- EXAMINATIONS AND CONSULTATIONS

A. Medical examinations shall include the following:

1. Medical Work History:

- a. Medical history, including surgeries, hospitalizations, serious illnesses, chronic diseases and allergies;
- b. Current symptoms;
- c. Lifetime occupational history:
 - Military service
 - Previous work history and exposure
 - Current work status and exposures
- d. Smoking and alcohol history; and
- e. General demographic history;

2. Baseline Physical Examination

- a. General physical examination (no pelvic or rectal examination unless indicated);

Particular attention to conditions that may affect respirator use, increase susceptibility to heat stroke or in any way impair the worker's ability to perform adequately while wearing required personal protective equipment under conditions that may be expected at the work site.

- b. Chest x-ray:
PA/and lateral views (oblique views if indicated)
Chest x-ray may be waived when the employee has no history of lung disease or exposure to pulmonary toxins, including cigarette smoke
- c. Pulmonary function tests:
Spirometry assay including FVC, FEV1, FEV1/FVC, FEF 25-75;
- d. Electrocardiogram;
- e. Neurobehavioral baseline examination;
- f. Laboratory tests:
- Blood chemistry tests including calcium, phosphorous, sodium, potassium, chloride, LDH, AST (SGOT), total bilirubin, GGT, ALT (SGPT), alkaline phosphatase, cholesterol, triglycerides, total protein, globulin; albumin, A/G ratio, BUN, creatinine, uric acid, glucose and iron;
 - Complete blood count (CBC) with differential;
 - Urinalysis, including microscopic;
 - Blood lead;
 - Cholinesterase (Serum and RBC);
 - Cadmium;
 - Urine heavy metals (arsenic, lead and mercury)

3. Additional Tests

Additional tests may be included depending upon the exposure of an individual employee. Tests may include:

- a. Measurement of the urinary hippuric acid when an employee has been exposed to toluene;
- b. Measurement of the urinary phenols when an employee has been exposed to benzene;
- c. Gas diffusion test when the employee has an abnormal spirometry test or when a change has appeared on a chest x-ray;
- d. Audiometric baseline;
- e. Vision baseline;

- f. Exercise stress testing will be considered on an individual basis when deemed clinically indicated by the examining physician.

4. Follow-up Examinations

In addition to an annual physical examination, the following testing will be performed on follow-up examination:

- Spirometry – annually
- Electrocardiogram – every five years after age 40 or more frequently if indicated
- Chest x-ray;
 - a) non smokers under 50 years of age – once every five years
 - b) smokers under 50 years of age – once every three years
 - c) non smokers over 50 years of age – once every three years
 - d) smokers over 50 years of age – annually
- Blood and urine testing – annually
- Repeat neurobehavioral testing if warranted by symptoms or interim exposure history.

5. Analysis of Information

- a. X-ray interpretation by a “B” reader using the ILO-1980 classification:
- b. Interpretation of PFT results;
- c. Interpretation of electrocardiogram results;
- d. Interpretation of laboratory results

II. RECOMMENDATIONS, OPINIONS, REFERRALS AND RECORDS

The Corporation will notify the employee/patient of symptoms or findings apparent as a result of the examination that suggest the need for immediate medical attention. Corporation will refer employees/patients to their primary care physician for any follow-up care or treatment required by employee/patient that goes beyond this scope of services. Corporation shall only provide the services required pursuant to 29 CFR 1910.120(f)(3). Any services which are provided by the Corporation that are not in accordance with 29 CFR 1910.120 will not be for paid by the County.

At the request of the employee/patient, the Corporation shall send copies of medical records to the individual's physician. Information concerning the examination or laboratory results will not be provided to the County or to anyone else without written consent of the employee/patient.

The Corporation shall notify the Westchester County Department of Health whether the employee/patient has any detected medical conditions which would place the employee at an increased risk of material impairment of the employee's health from work in hazardous waste operations or emergency response or from respirator use. In addition, the Corporation shall notify the Westchester County Department of Health of any recommended limitations upon the employee's assigned work.

All x-rays, test results and examination folders will be maintained in a permanent file at Corporation's facilities for 30 years. The Corporation's physicians will be available for consultation to employees/patients regarding the implications of their examination findings.

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ATTACHMENT 1

List of Eligible Department of Health's Occupational & Environmental Health Employees* for Medical Monitoring Examinations

- 1) Bimonte, Sebastian
- 2) Court, Natasha
- 3) De La Cruz, Ronniery
- 4) Eilbacher, William
- 5) Goreau, Stefan
- 6) Heinzinger, Denise
- 7) Lalak, Christopher
- 8) Mancini, Joseph

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* The Westchester County Department of Health reserves the right to add and/or delete employees to the list and will communicate any such revisions to the Corporation.

ATTACHMENT 2

APPOINTMENT PROCESSING FORM

**WESTCHESTER COUNTY HEALTH CARE CORPORATION (WCHCC)
WESTCHESTER MEDICAL CENTER (WMC)
OCCUPATIONAL HEALTH CENTER (OHC)
TELEPHONE: 914-493-8580
FAX: 914- 493-1398**

CONTRACT AGENCY

APPOINTMENT SCHEDULE

Day 1 - Date/Time: _____

Day 2 - Date/ Time: _____
(If indicated)

Name _____

Address _____

Telephone _____

Fax _____

SECTION A - APPLICANT: Please complete ALL questions in Section A ONLY.

Name: _____
Last First

Home Address: _____
Street City State Zip Code

Home Telephone Number: _____ Social Security Number: _____

Sex: _____ (M) _____ (F) Date of Birth: _____ Place of Birth: _____

Mother's Full Name: _____ (Maiden Name) _____

Father's Full Name: _____

Have you ever been an inpatient at WMC? _____ Yes _____ No If yes, Date: _____

Have you ever been treated in the WMC Outpatient Service? _____ Yes _____ No If yes, Date: _____

Have you ever been a patient in the WMC Emergency Department? _____ Yes _____ No If yes, Date: _____

Job Title: _____

Description of Essential Job Functions:

Outsidecompany.appointmentprocessingform

Schedule "B"
WCHCC - Fees for Services

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SCHEDULE "C"
QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN
For Informational Purposes Only

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 Local Law No. 27-1997 we request that you answer the questions listed below.

The term persons of color 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 American; or (d) 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.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) 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.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 *et seq.*, or 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.

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

- No
 Yes (as a business owned and controlled by persons of color)
 Yes (as a business owned and controlled by women)

2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____

3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

- No
 Yes (as a MBE)
 Yes (as a WBE)

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____

5. Are you certified with the Federal Government as a small disadvantaged business concern?

No

Yes

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire:

(Please print name)

(Title)

Signature: _____

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SCHEDULE "D"

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:

(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:

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SCHEDULE "E"

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.



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:
3. Vendor Primary Address
4. Contact Person Name: Contact Person Telephone Number:
5. Vendor E-Mail Addresses for Remittance Notification:
6. Vendor Certification: 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.
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) Checking Savings
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 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.
Authorized Signature Print Name / Title Date

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

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.