

**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: July 18th, 2022
White Plains, New York

Henry Zeller Johnson
Chairman
Nancy Barr
Deputy Member
HfA
J. H.

Henry Zeller Johnson
Chairman
Nancy Barr
HfA

COMMITTEE ON

C: JPG/06/08/22

Budget &
Appropriations

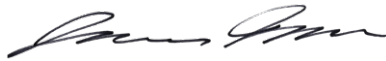
Health

Dated: July 18, 2022
White Plains, New York

The following members attended the meeting remotely, pursuant to Chapter 1 of New York State Laws of 2022, and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Committee(s) on:

**BUDGET AND APPROPRIATIONS
COMMITTEE**



David J. Tubris
Catherine F. Parker

**HEALTH
COMMITTEE**



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.

TWELFTH: 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

DRAFT

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

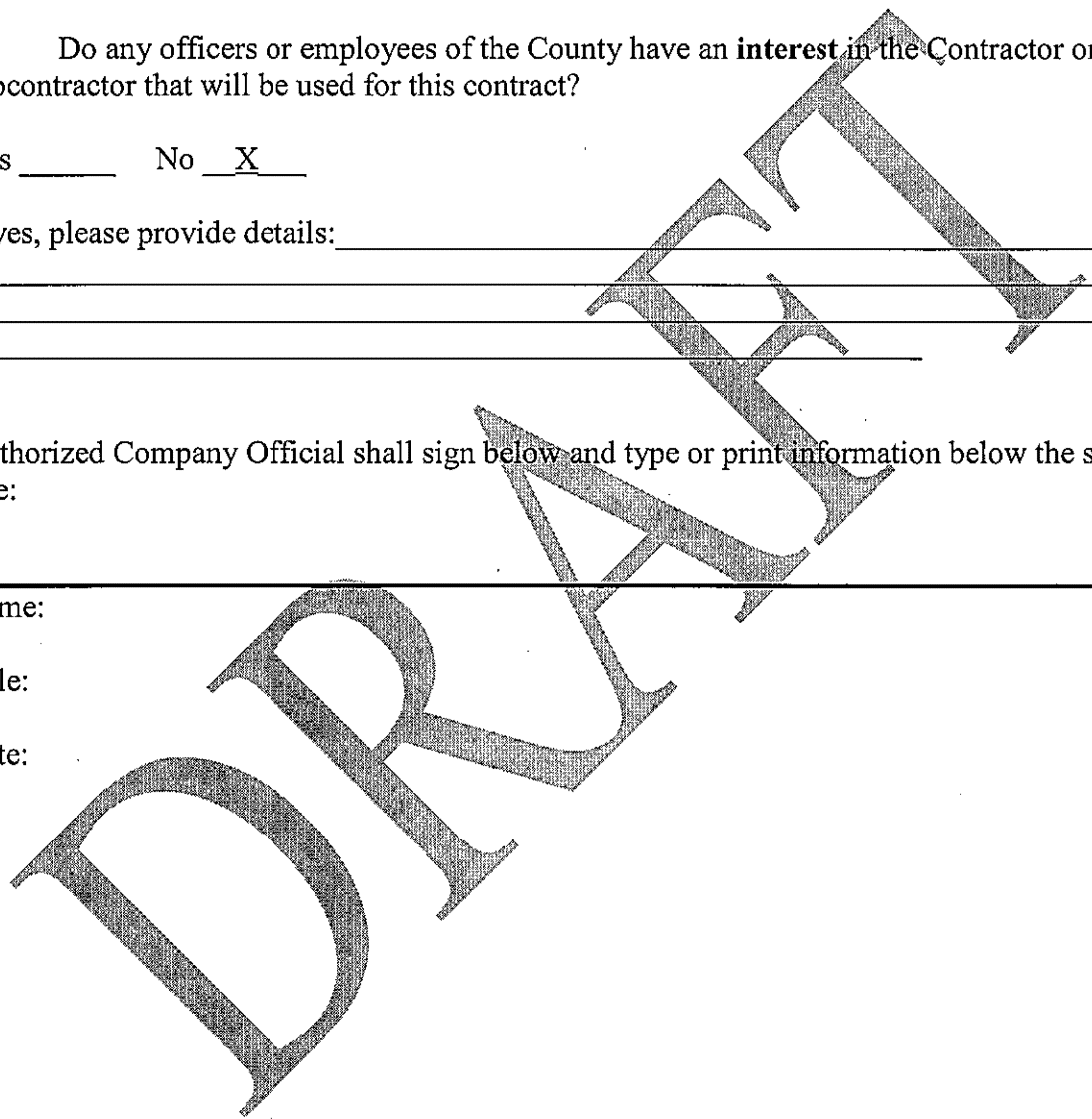
If yes, please provide details: _____

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.

**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.**