

**95375**

DATE: August 12, 2022

TO: Board of Acquisition and Contract

FROM: Sherlita Amler, M.D.  
Commissioner

RE: Authorization for the County of Westchester (the "County"), acting by and through its Department of Health, to enter into an agreement with the Westchester County Health Care Corporation (the "WCHCC") for a term from January 1, 2022 through December 31, 2026 whereby the County will refer County Department of Health ("WCDH") patients in need of medical services and treatment, including emergency room services, to WCHCC which the WCDH is unable to provide and for no payment by the County to the WCHCC

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By Act No. 100-2022 adopted on August 1, 2022, the Westchester County Board of Legislators authorized the County of Westchester (the "County"), acting by and through its Department of Health (the "WCDH"), to enter into an agreement with the Westchester County Health Care Corporation (the "WCHCC") for the WCDH to refer its patients in need of medical services and treatment, including emergency room services, to the WCHCC which the WCDH is unable to provide, for the period from January 1, 2022 through December 31, 2026 and for no payment by the County to the WCHCC (the "Agreement").

Attached hereto is a resolution which, if approved by your Honorable Board, would authorize the County to enter into the Agreement.

The Agreement does not involve payment by the County to the WCHCC. Instead, WCHCC will accept payment from the patient, insurance, Medicaid or Medicare as applicable for its services. The Agreement shall be non-exclusive and similar to agreements the County enters into with other hospitals.

The County shall indemnify the WCHCC under the Agreement as follows:

The County shall defend, indemnify and hold harmless the WCHCC, 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.

In addition, the WCHCC shall also indemnify the County in accordance with the language stated above, except that wherever the term "County" appears, the term "WCHCC" shall be substituted in its place.

The Agreement will serve the public health and welfare of County residents by enabling the WCDH to refer its patients to the WCHCC to receive the necessary medical care and treatment, including emergency room services, that the WCDH is unable to provide for its patients as New York State Public Health Law Article 36 requires of the WCDH.

The Agreement's goals and objectives are to provide for the orderly and timely referral of WCDH patients to WCHCC to improve the quality of their medical care through coordinated care efforts between the professional staffs of both the WCDH and the WCHCC.

The services to be provided under the Agreement will be tracked and monitored through professional consultations between physicians and clinicians of both the WCHCC and WCDH regarding the care and treatment of the referred WCDH patients, as well as joint review of all medical, laboratory and/or diagnostic reports and other necessary information.

This Agreement is exempt from the Westchester County Procurement Policy under Section 3(a) (viii) regarding contracts for medical or health-related services.

Accordingly, your Honorable Board's approval of the attached resolution is most respectfully requested.

SA/dc

Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 09/08/2022 - RAYMOND SCULKY, SECRETARY

## RESOLUTION

Upon a communication from the Commissioner of the Department of Health, be it hereby

**RESOLVED**, that the County of Westchester (the "County"), acting by and through its Department of Health ("WCDH"), is authorized to enter into an agreement with the Westchester County Health Care Corporation (the "WCHCC") for the WCDH to refer its patients in need of medical services and treatment, including emergency room services, to the WCHCC that the WCDH is unable to provide, for a term from January 1, 2022 through December 31, 2026; and, be it further

**RESOLVED**, that the services to be provided under this Agreement do not involve payment by the County to the WCHCC. Instead, the WCHCC will accept payment for its services from the patient, insurance, Medicaid or Medicare as applicable; and, be it further

**RESOLVED**, that the County shall defend, indemnify and hold harmless the WCHCC, 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; and, be it further

**RESOLVED**, that the County Executive or his duly authorized designee be and hereby is authorized and empowered to execute and deliver any and all instruments and to take all actions necessary or appropriate to accomplish the purposes hereof.

Original Agreement      \$  
First Amendment      \$  
**This Amendment**      \$ \_\_\_\_\_  
TOTAL      \$

Agreement # \_\_\_\_\_

Account to be Charged/Credited	Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub-Object	Trust Account	Dollars
	N/A					

Budget Funding Year(s) \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
(must match resolution)

Funding Source	Tax Dollars	_____
	State Aid	_____
\$ _____	Federal Aid	_____
(must match resolution)	Other	_____